



CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

DATE: SEPTEMBER 3, 2021

CONTRACT EXTENSION

BID TITLE: CRANE & HOIST INSPECTION,
REPAIR CERTIFICATION

CONTRACT #: 0906-19 (4700007550) #2

CONTRACT DATES: 9/30/2021 – 9/30/2022

BUYER: Catherine Shafer
PHONE: 585-753-1183
FAX: 585-753-1104

VENDOR(S): #11121536
HELEN MURPHY, SALES MANAGER
ROYAL ARC WELDING COMPANY
23851 VREELAND ROAD
FLAT ROCK MI 48134

CHANGES AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH SEPTEMBER 30, 2022. NO PRICE CHANGE.


Catherine Shafer
Buyer

XC: BP FOLDER
VENDOR
BUYER
B.SITTER



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a Legal Name & Address of Insured (use street address only)</p> <p>ROYAL ARC WELDING COMPANY 23851 VREELAND RD FLAT ROCK, MI 48134-9409</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b Business Telephone Number of Insured</p> <p>1c NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d Federal Employer Identification Number of Insured or Social Security Number</p> <p>38-2599572</p>
<p>2 Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>COUNTY OF MONROE DEPARTMENT OF PURCHASING 39 W MAIN ST, ROOM 200 ROCHESTER, NY 14614</p>	<p>3a Name of Insurance Carrier</p> <p>Accident Fund National Insurance Company</p> <p>3b Policy Number of Entity Listed in Box "1a"</p> <p>WCV6130062</p> <p>3c Policy effective period</p> <p>07/01/2021 to 07/01/2022</p> <p>3d The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2"

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate (These notices may be sent by regular mail). **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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 policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by Stephan Cooper
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by Stephan Cooper 7/14/2021
(Signature) (Date)

Title President, Workers Compensation Division

Telephone Number of authorized representative or licensed agent of insurance carrier 866-206-5851

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1 The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
- 2 The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2020

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

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

PRODUCER AssuredPartners / Daly Merrill Insurance 3099 Biddle Avenue Wyandotte MI 48192		CONTACT NAME: Jennie Buscemi PHONE (A/C, No. Ext.): (734) 283-1400 FAX (A/C, No.): (734) 283-1400 E-MAIL ADDRESS: jennie.buscemi@assuredpartners.com	
INSURED Royal Arc Welding Company DBA Royal Arc 23851 Vreeland Rd Flat Rock MI 48134		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Underwriters INSURER B: Kinsale Insurance Company INSURER C: Evanston Ins. Co. INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL20121120823**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			CSU0092795	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ excluded				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			0100045650-4	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
			Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A/C	A-Professional Liability C-2nd			CSU0125169/XOBW8393720	12/15/2020	12/15/2021	Professional Agg/Occ 5,000,000
			Professional Retention 10,000				
			Excess Agg/Occ 5,000,000				

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

Total of \$10,000,000 in Excess Liability. Excess Liability policy follows the Additional Insured and Waiver of Subrogation provisions of the underlying primary policies. Monroe County is additional insured with respects to General Liability. Crane and Holst Inspection, repair and Certification BP0906-19

CERTIFICATE HOLDER**CANCELLATION**County of Monroe Department of Purchasing
39 W Main Street Room 200

Rochester

NY 14814

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2021

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

PRODUCER AssuredPartners / Daly Merritt Insurance 3099 Biddle Avenue Wyandotte MI 48192		CONTACT NAME: Jennie Buscemi PHONE (A/C, No, Ext): (734) 283-1400 FAX (A/C, No): (734) 283-1400 E-MAIL ADDRESS: jennie.buscemi@assuredpartners.com	
INSURED Royal Arc Welding Company DBA: American Industrial Training Inc., Royal Arc 23851 Vreeland Rd Flat Rock MI 48134		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Ins. Co of SC INSURER B: Accident Fund National INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19259 12305	


COVERAGES **CERTIFICATE NUMBER:** CL2163021711 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2279753	07/01/2021	07/01/2022	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 DED \$ RETENTION \$			S 2279753	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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		WCV6130062	07/01/2021	07/01/2022	<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			S 2279753	07/01/2021	07/01/2022	Limit 200,000

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

**Excess Liability limits are underlying to Auto Liability and Workers' Compensation.
A Blanket Waiver of Subrogation applies to the Business Auto and Workers' Compensation. Blanket Additional Insured applies to the Business Auto Policy.
Monroe County is additional insured with respects to Auto Liability. Crane and Hoist Inspection, repair and Certification BP0906-19

CERTIFICATE HOLDER County of Monroe Department or Purchasing 39 West Main St Room 200 Rochester NY 14614	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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ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

- A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

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

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

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

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

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

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.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

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

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

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

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

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

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____



CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

DATE: SEPTEMBER 25, 2020

CONTRACT EXTENSION

BID TITLE: CRANE & HOIST INSPECTION,
REPAIR CERTIFICATION


CONTRACT #: 0906-19 (4700007550) #1

CONTRACT DATES: 9/30/2020 – 9/30/2021

BUYER: Catherine Shafer
PHONE: 585-753-1183
FAX: 585-753-1104

VENDOR(S): #11121536
HELEN MURPHY, SALES MANAGER
ROYAL ARC WELDING COMPANY
23851 VREELAND ROAD
FLAT ROCK MI 48134

CHANGES AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH SEPTEMBER 30, 2021. NO PRICE CHANGE.


Catherine Shafer
Buyer

XC: BP FOLDER
VENDOR
BUYER
B.SITTER



MONROE COUNTY BID PROPOSAL

Division of Purchasing
County Office Building, Room 200
39 West Main Street
Rochester, NY 14614
(585) 753-1100

BID PROJECT NUMBER: BP0906-19

BID TITLE: CRANE & HOIST INSPECTION,
REPAIR & CERTIFICATION

BUYER: CATHERINE SHAFER
PHONE: (585) 753-1183

BID TIME: 11:00 AM
BID DATE: October 22, 2019

BID SECURITY REQUIRED: No: X
Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED ANNUAL QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
		CRANE & HOIST INSPECTION, REPAIR & CERTIFICATION Per attached Specifications & Unit Price Sheet		<i>Corrected amount 43,160.00</i>
		PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF BID PROPOSAL AT TIME OF BID OPENING.	Grand Total	\$ 41,810.00

PRE-BID MEETING FOR PROSPECTIVE BIDDERS WILL BE HELD:

DATE: Wednesday, October 2, 2019

TIME: 11:00 AM

LOCATION: Frank E. Van Lare Wastewater Treatment Facility - (FEV) Large Conference Room
Building #7, 1574 Lake Shore Blvd., Rochester, NY 14617

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME Royal Arc Welding Company

SIGNED BY *Helen Murphy*

ADDRESS 23851 Vreeland Road

PRINTED NAME Helen Murphy

Flat Rock, MI 48134

TITLE Sales Manager

FEDERAL ID NO. 38-2599572

PHONE NO. 734-789-9099

E-MAIL ADDRESS hmurphy@royalarc.com

FAX NO. 734-789-9023

BID ACCEPTANCE AND CONTRACT AWARD

SAP CONTRACT #4700007550

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

ENTIRE CONTRACT

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from 11/13/2019 to 09/30/2020.

Date: 11/13/19

BY: *Dawn C. Staub*
Dawn C. Staub, Purchasing Manager, Monroe County

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY
AND CONSEQUENCES FOR VIOLATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: October 22, 2019

Royal Arc Welding Company

[Print Name of Contractor]

By: 

[Signature]

Helen Murphy

[Print Name]

Sales Manager

[Print Title/Office]

TERMS AND CONDITIONS

BID ITEM:

CRANE & HOIST INSPECTION, REPAIR & CERTIFICATION

FOR:

MONROE COUNTY AND VARIOUS AGENCIES

PURCHASING CONTACT:

Catherine Shafer, (585) 753-1183

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Catherine Shafer
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: cshafer@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (12:00 PM Eastern Standard Time) on **Wednesday, October 9, 2019**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Tuesday, October 15, 2019**.

PRE-BID MEETING:

The County shall conduct a pre-bid meeting. The date, time and location of the meeting will be **Wednesday, October 2, 2019 at 11:00 AM**, at Frank E. VanLare Wastewater Treatment Facility (FEV), 1574 Lakeshore Blvd., Building #7, Large Conference Room.

This will be the only opportunity for Bidders to meet with the County. Bidders shall notify the County, by contacting Catherine Shafer at cshafer@monroecounty.gov if they will be attending the pre-bid meeting.

DUPLICATE COPIES:

PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

BID INFORMATION:

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein, and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL:

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

SPECIFICATION ALTERATIONS:

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. Estimates are based upon actual annual usage for 2018 by Monroe County Departments only.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **Grand Total. Bidder must bid on all items to be considered. The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **October 30, 2020**, with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. Political subdivisions and others authorized by law may participate in this contract.

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within two (2) days after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. Items that are not part of this bid will not be paid for by Monroe County. As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

MATERIAL COSTS:

All materials for emergency work shall be itemized on each invoice and billed at five (5) percent above the Contractor's cost. Each item must include the full description including manufacturer, stock number and unit price as well as a copy of the invoice paid. The County will reimburse the Contractor for incoming freight charges for items needed for emergency repairs. There will be no surcharge for freight. The County reserves the right to audit the Contractor's records to determine that the County is being charged no more than five (5) percent of the Contractor's cost.

HOURLY RATES

The contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour as bid. Overtime rate shall be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour).

**WRITTEN
ESTIMATES:**

In every instance that the contractor anticipates that any emergency or follow-up job may cost five hundred dollars (\$500.00) or more, the contractor must, prior to commencing work, give a written estimate for the work. The estimate must show labor and materials cost. Materials must be priced according to the contract.

**EMERGENCY WORK
REQUESTS:**

The contractor must maintain a telephone number where he can be reached by call or text twenty-four (24) hours per day, seven (7) days per week.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER.** INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

**SECURITIES AND
INSURANCE:**

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 P.M. on that day.

**COMPLIANCE WITH
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

OTHER AGENCIES:

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

BP0906-19
CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION
SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to perform **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION** on equipment throughout the County. The work to be done under this contract and in accordance with these specifications consists of furnishing of equipment, material, supervision, labor, technical knowledge and skills necessary to satisfactorily and safely complete the job. The bidder shall perform all work required to complete an **INSPECTION, REPAIR AND CERTIFICATION** program of the specified equipment; including the furnishing of all engineering necessary for the layout and execution of the work in accordance with the specifications. All calibrations, readings, observations, adjustments and recommendations for repair and any other work done shall be recorded and submitted to the Supervisor of Electrical Maintenance or his designee for approval after completion of work.

1.02 PRE- BID MEETING

The County shall conduct a pre-bid meeting. The date, time and location of the meeting will be **Wednesday October 2, 2019 at 11:00 AM**, at Frank E. VanLare Wastewater Treatment Facility (FEV), 1574 Lake Shore Blvd. Bldg. #7 - Large Conference Room.

This will be the only opportunity for the proposers to meet with the County. Proposers shall notify the County, by contacting Catherine Shafer by Email: cschafer@monroecounty.gov if they will be attending the pre-bid meeting.

1.03 LOCATIONS:

Buttonwood Pump Station (BUTT)
15 North Greece Road
Hilton, NY 14468

Fleet Center Complex (FLE)
145 Paul Road
Rochester, NY 14624

Flynn Road Pump Station (FLYN)
599 Flynn Road
Rochester, NY 14612

Frank E. VanLare Wastewater Treatment Facility (FEV)
1574 Lake Shore Blvd.
Rochester, NY 14617

Irondequoit Bay Pump Station (IBPS)
1574 Lake Shore Blvd.
Rochester, NY 14617

Island Cottage Pump Station (ISLA)
390 Island Cottage Road
Rochester, NY 14612

John Street Pump Station (JOHN)
375 John Street
Rochester, NY 14623

McEwen Drive Pump Station (MCEW)
436 McEwen Drive
Webster, NY 14580

North West Quadrant Wastewater Treatment Facility (NWQ)
170 Payne Beach Road
Hilton, NY 14468

Riverton Pump Station (RIVE)
450 Scottsville West Henrietta Road
West Henrietta, NY 14586

Spencerport Pump Station (SPEN)
20 Northrup Creek Drive
Spencerport, NY 14559

Structure 243 Control Site (T02243)
2221 Saint Paul Blvd.
Rochester, NY 14621

Trolley Boulevard Pump Station (TROL)
950 Trolley Boulevard
Rochester, NY, 14606

Monroe County reserves the right to add locations, within the County of Monroe, as the need arises.

1.04 QUALIFICATION OF BIDDER:

Consideration will be given only to bidders who can demonstrate that their background and technical abilities comply with the specifications. The apparent low bidder shall submit to the County a technical specification and checklist for the proposed work to be done. In addition, a sample report must also be included. The County shall have the sole responsibility for determining from the information submitted by the apparent low bidder if the proposed work meets the contract specifications. Should the apparent low bidder fail to meet the requirements of the contract specifications as determined by the County's review of the bidder's technical specifications, the Bid shall be rejected and the next lowt bidder shall be considered as the low bidder. Bidders will not be allowed to submit the technical specifications a second time. However, additional supplementary information may be submitted, if required by the County.

1.05 SERVICE DESCRIPTION AND PRICING:

This service will consist of **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION**. As size and location varies for each unit, pricing for inspection and/or certification shall be individual for each unit listed. Repairs shall be invoiced at an hourly rate with pricing for repair parts as the Bidder's net cost plus a maximum of a 5% mark-up. The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts.

a) Time Charges:

The following applies to all service visits:

1. The total time is to be computed from the time of arrival at the job site to the time of completion of the service call, less any personal time (i.e. meal break) for the bidder. No time charge will be considered for the trip to or from the job site.
2. All time is to be computed to the nearest half hour.
3. A one (1) hour minimum time charge will be permitted for any service call.

b) Mileage:

There shall be no mileage charge for either inspection visits or follow-up visits.

c) Parts:

If incidental replacement parts are required to expedite the service requested, they will be priced at the bidder's net cost plus 5% markup. The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for replacement parts.

d) Invoicing:

All invoicing submitted to the County shall show the **EQUIPMENT ID#** of the piece of equipment worked on.

1.06 PROJECT SCHEDULE:

Prior to the performance of the work, the Bidder shall supply a work schedule to the Supervisor of Electrical Maintenance or his designee. All work to be performed during normal working hours, 7:00 A.M. to 3:00 P.M. No work shall be done at any facility without the expressed written consent of Supervisor of Electrical Maintenance or his designee, and must be approved at least twenty-four (24) hours in advance.

All starting or stopping of equipment shall be done by Monroe County Personnel only, with the direction of the Supervisor of the appropriate department or his designee.

All work shall be coordinated through the Supervisor of Electrical Maintenance or his designee. Any work related problems shall be brought immediately to the attention of the Supervisor of Electrical Maintenance or his designee.

1.07 EXPERIENCE:

Bidders are reminded that they shall submit with their bid a description of their firm as it pertains to **CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION.**

1.08 DIVISION OF RESPONSIBILITY:

- a) The County shall notify the bidder when equipment becomes available for inspection and certification. Work shall be coordinated to expedite project scheduling.
- b) The Bidder shall notify the County's Supervisor of Electrical Maintenance or his designee prior to commencement of any testing.
- c) Any system, material, or workmanship which is found defective on the basis of acceptance tests shall be reported to the County's Supervisor of Electrical Maintenance or his designee.

1.09 SAFETY AND PRECAUTIONS:

Safety practices shall include, but are not limited to the following requirements:

- a. Occupational Safety and Health Act.
- b. Accident Prevention Manual for Industrial Operations, National Safety Council
- c. Applicable state and local safety operating procedures.
- d. County's safety practices.
- e. National Fire Protection Assoc. - NFPA 70E
- f. American National Standards for Personnel Protection

The bidder shall have a designated safety representative on the project to supervise the testing operations with respect to safety.

2.00 WORK TO BE PERFORMED:

Equipment shall be inspected, certified and load tested.

As the work proceeds, a list of all major items that will need immediate repair shall be submitted to the appropriate supervisor on a daily basis for approval to proceed with repair work.

The minimum industry standards for the equipment to be tested are listed below:

OSHA Standards:

- 1910.179 Overhead and Gantry Cranes**
- 1919.28 Unit Proof Tests - Cranes and Gear Accessory thereto**

1919.71 Unit Proof Test and Examination of Cranes

1919.90 Documentation

In addition to these standards each crane/hoist that is to be inspected shall be load tested once per year.

2.01 FOLLOW UP REPAIR VISITS:

The Bidder will be required to make repair visits as necessary, following recommendations made during Inspection and Certification. The follow up visit should be scheduled and coordinated with the ordering department and the contractor shall return for the repair visit with all required parts.

a) Service Slip:

The Bidder will be required to supply a service slip detailing the location of work, equipment, model number(s), description of work performed and all labor and materials required to complete the repair. The service slip must be signed by the Supervisor of Electrical Maintenance or his designee and submitted to the department within seven (7) days of the follow up repair visit.

2.02 EMERGENCY SERVICE REPAIR VISITS:

The Bidder will be required to provide twenty-four (24) hour emergency repair service to Monroe County as needed.

a) Response Time:

The bidder shall arrive at the problem site within twenty four (24) hours of the service call. The bidder must also provide a service slip as described above. A "per call" charge may be invoiced for this service.

2.03 DAMAGES:

Any damages found to be the direct result of the Bidder's performance of services on any Monroe County equipment will be the responsibility of the Bidder. This shall include repair or replacement of any equipment damaged by the Bidder while performing the service of this contract.

3.00 EQUIPMENT TO BE INSPECTED AND CERTIFIED:

Bidders shall submit a price for performing an inspection and certification for the following equipment:

**BP0906-19
CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION
PRICE SHEET**

BUTTONWOOD PUMP STATION, 15 N GREECE ROAD, HILTON

EQUIPMENT ID#:	LIF-00005	MM # 1010221	BID PRICE \$ 1,350.00
LOCATION:	BUTTONWOOD PS		
MANUFACTURER:		ACCO WRIGHT INC	
MODEL #:		WEL3	
SERIAL #:		L34916	
CAPACITY:		10 TON	

Section total:	BUTTONWOOD PUMP STATION	\$ 1,350.00
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FEV TREATMENT PLANT, 1574 LAKE SHORE BLVD, ROCHESTER

EQUIPMENT ID#:	LIF-00012	MM # 1026882	BID PRICE \$ <u>870.00</u>
LOCATION:	FEV - AGF - BUILDING 5		
MANUFACTURER:	YALE		
CAPACITY:	3 TON		
EQUIPMENT ID#:	LIF-00013	MM # 1010193	BID PRICE \$ <u>840.00</u>
LOCATION:	FEV - STOCKROOM - BUILDING # 10		
MANUFACTURER:	P&H (PAWLING & HARNISCHFEGE)		
MODEL #:	FD2C-R1		
SERIAL #:	B7503		
CAPACITY:	2 TON		
EQUIPMENT ID#:	LIF-00014	MM # 1010197	BID PRICE \$ <u>840.00</u>
LOCATION:	FEV - MAINTENANCE SHOP - BUILDING 10		
MANUFACTURER:	P&H (PAWLING & HARNISCHFEGE)		
MODEL #:	PH1201		
CAPACITY:	2 TON		
EQUIPMENT ID#:	LIF-00015	MM # 1010217	BID PRICE \$ <u>1,050.00</u>
LOCATION:	FEV - SOLIDS HANDLING EAST - BUILDING # 23		
MANUFACTURER:	NORTH AMERICAN		
MODEL #:	69777-6S		
SERIAL #:	F1298		
CAPACITY:	5 TON		
EQUIPMENT ID#:	LIF-00011	MM # 1042214	BID PRICE \$ <u>840.00</u>
LOCATION:	FEV - ATF - BUILDING # 4		
MANUFACTURER:	SATURN HOIST		
MODEL #:			
SERIAL #:	8705116		
CAPACITY:	1 TON		

Section total: FEV TREATMENT PLANT **\$** 4,440.00

FLEET CENTER, 145 PAUL ROAD, ROCHESTER

EQUIPMENT ID#:	LIF-00020	MM # 1026883	BID PRICE \$	<u>1,050.00</u>
LOCATION:	FLEET CENTER - BUILDING 10			
MANUFACTURER:	YALE			
SERIAL #:	O2K11GO2			
CAPACITY:	5 TON			

Section total:	FLEET CENTER	\$ <u>1,050.00</u>
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FLYNN ROAD PUMP STATION, 599 FLYNN ROAD, ROCHESTER

EQUIPMENT ID#: LIF-00026
LOCATION: FLYNN ROAD PS
MANUFACTURER:
MODEL:
SERIAL #:
CAPACITY:

MM # 1038520

BID PRICE \$ 1,110.00

R&M EQUIPMENT
SX50410063PS6ELOF
HNW34714
6 TON

Section total: FLYNN ROAD PUMP STATION

\$ 1,110.00

IRONDEQUOIT BAY PUMP STATION, 1574 LAKE SHORE BLVD, ROCHESTER

EQUIPMENT ID#: LIF-00001
LOCATION: IBPS - CRANE - EAST
MANUFACTURER:
SERIAL #:
CAPACITY:

MM # 1010203 **BID PRICE \$** 1,350.00
ROBBINS AND MEYERS
31985
10 TON

EQUIPMENT ID#: LIF-00002
LOCATION: IBPS - CRANE - WEST
MANUFACTURER:
SERIAL #:
CAPACITY:

MM # 1010202 **BID PRICE \$** 1,350.00
ROBBINS AND MEYERS
31986
10 TON

Section total: **IRONDEQUOIT BAY PUMP STATION** **\$** 2,700.00

ISLAND COTTAGE PUMP STATION, 390 ISLAND COTTAGE ROAD, ROCHESTER

EQUIPMENT ID#: LIF-00017
LOCATION: ISLAND COTTAGE PS
MANUFACTURER:
SERIAL #:
CAPACITY:

MM # 1045939

BID PRICE \$ 1,050.00

R & W Equipment
58217458
5 TON

Section total: ISLAND COTTAGE PUMP STATION

\$ 1,050.00

JOHN STREET PUMP STATION, 375 JOHN ST, ROCHESTER

EQUIPMENT ID#: LIF-00021
LOCATION: JOHN STREET PS
MANUFACTURER:
SERIAL #:
CAPACITY:

MM # 1026884
CHESTER HOIST INC
ELM1834
4 TON

BID PRICE \$ 870.00

Section total: JOHN STREET PUMP STATION

\$ 870.00

McEWEN DRIVE PUMP STATION, 436 MC EWEN DR, WEBSTER

EQUIPMENT ID#:	LIF-00019	MM #	1010225	BID PRICE \$	840.00
LOCATION:	MC EWEN PS				
MANUFACTURER:		YALE			
SERIAL #:		AZ225548			
CAPACITY:		2 TON			

Section total:	McEWEN DRIVE PUMP STATION	\$	840.00
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NWQ TREATMENT PLANT, 170 PAYNE BEACH ROAD, HILTON

EQUIPMENT ID#: LIF-00003 **MM #** 1026885 **BID PRICE \$** 1,050.00
LOCATION: NWQ - SCREEN AND GRIT - BUILDING 6
MANUFACTURER: ACCO WRIGHT INC
SERIAL #: F06100S3980
CAPACITY: 5 TON

EQUIPMENT ID#: LIF-00004 **MM #** 1038521 **BID PRICE \$** 1,050.00
LOCATION: NWQ - SOLIDS - CRANE 1
MANUFACTURER: ROBBINS MEYERS
MODEL #: SX40410050P35CLOS
SERIAL #: 10212514
CAPACITY: 5 TON

EQUIPMENT ID#: LIF-00024 **MM #** 1026887 **BID PRICE \$** 840.00
LOCATION: NWQ - SOLIDS - CRANE 2 - CHLORINE ROOM
MANUFACTURER: YALE
SERIAL #: AN198195
CAPACITY: 2 TON

EQUIPMENT ID#: LIF-00025 **MM #** 1026888 **BID PRICE \$** 840.00
LOCATION: NWQ - TUNNEL ENTRANCE - BUILDING 7
MANUFACTURER: HARRINGTON INC.
MODEL #: SIZE D
SERIAL #: 0019076
CAPACITY: 1 TON

Section total: **NWQ TREATMENT PLANT** **\$ 3,780.00**

RIVERTON PUMP STATION, 450 SCOTTSVILLE W HENRIE ROAD, WEST HENRIETTA

EQUIPMENT ID#: LIF-00023
LOCATION: RIVERTON PS
MANUFACTURER:
SERIAL #:
CAPACITY:

MM # 1026889
CHESTER HOIST INC
WC3573
1 TON

BID PRICE \$ 840.00

Section total: **RIVERTON PUMP STATION**

\$ 840.00

SPENCERPORT PUMP STATION, 20 NORTHRUP CREEK DR, SPENCERPORT

EQUIPMENT ID#: LIF-00022
LOCATION: SPENCERPORT PS
MANUFACTURER:
SERIAL #:
CAPACITY:

MM # 1026890
COFFING
EI3G1372XW
3 TON

BID PRICE \$ 870.00

Section total: **SPENCERPORT PUMP STATION**

\$ 870.00

STRUCTURE 243 CONTROL SITE, 2221 SAINT PAUL BLVD, ROCHESTER

EQUIPMENT ID#:	LIF-00016	MM #	1010220	BID PRICE \$	840.00
LOCATION:	STRUCTURE 243				
MANUFACTURER:			ROBBINS AND MEYERS		
MODEL #:			TYPE S-2		
SERIAL #:			1S6352R01		
CAPACITY:			1 TON		

Section total:	STRUCTURE 243 CONTROL SITE	\$	840.00
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TROLLEY BOULEVARD PUMP STATION 950 TROLLEY BLVD, ROCHESTER

EQUIPMENT ID#: LIF-00027

MM # 1040191

BID PRICE \$ 870.00

LOCATION: TROLLEY BOULEVARD

MANUFACTURER:

CHESTER HOIST INC

MODEL #:

ELM-0300S

SERIAL #:

2508-3

CAPACITY:

3 TON

Section total: TROLLEY BOULEVARD PUMP STATION

\$ 870.00

BP0906-19
CRANE AND HOIST INSPECTION, REPAIR AND CERTIFICATION
UNIT PRICE SHEET

<u>Description</u>	<u>Unit Price</u>	<u>Estimated</u>		
		<u>u/m</u>	<u>Qty</u>	<u>Extension</u>
Emergency Service Charge	\$ 500.00	trip	10	\$ 5,000.00
Labor - Straight Time	\$ 135.00	hr	100	\$ 13,500.00
Labor - Overtime	\$ 202.50	hr	20	\$ 4,050.00
Material				
Section total: BUTTONWOOD PUMP STATION				\$ 1,350.00
Section total: FEV TREATMENT PLANT				\$ 4,440.00
Section total: FLEET CENTER				\$ 1,050.00
Section total: FLYNN ROAD PUMP STATION				\$ 1,110.00
Section total: IRONDEQUOIT BAY PUMP STATION				\$ 2,700.00
Section total: ISLAND COTTAGE PUMP STATION				\$ 1,050.00
Section total: JOHN STREET PUMP STATION				\$ 870.00
Section total: McEWEN DRIVE PUMP STATION				\$ 840.00
Section total: NWQ TREATMENT PLANT				\$ 3,780.00
Section total: RIVERTON PUMP STATION				\$ 840.00
Section total: SPENCERPORT PUMP STATION				\$ 870.00
Section total: STRUCTURE 243 CONTROL SITE				\$ 840.00
Section total: TROLLEY BOULEVARD PUMP STATION				\$ 870.00

GRAND TOTAL \$ 41,810.00

43,160.00

PLEASE TRANSFER TOTAL TO FRONT PROPOSAL PAGE

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

INSURANCE REQUIREMENTS
INDEMNIFICATION

The Contractor shall procure and maintain at his own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. Monroe County must be named as Additional Insured on the General Liability and Motor Vehicle policies. The ACORD form shall name Monroe County as additional insured and certificate holder. **The General Liability and Motor Vehicle policies shall also include separate endorsement(s) naming Monroe County as an Additional Insured.**

Within ten (10) days after notice of award, the Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney (a sample form is attached to these specifications) showing that he has complied with all insurance requirements set forth herein, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law know as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto. (www.wco.ny.gov)

Worker's Comp Forms: Obtain one (1) of the following from (www.wco.ny.gov)

- 1) C-105.2 (or U-26.3)
- 2) SI-12 (or GSI 105.2)
- 3) CE-200 (Exempt Form)

Disability Benefits Insurance: Obtain one (1) of the following from (www.wco.ny.gov)

- 1) DB-120.1
- 2) DB-155
- 3) CE-200 (Exempt Form)