

I-4 Award Standard Purchasing Resolution 2: Mowing Landscape Services (Introduced by: Kurt Bovensiep, Public Works Director, and Ashely Levin, Public Works Project Manager)

Resolution #2017-03-033

Moved by Pennington

Seconded by Abraham

RESOLVED, That Troy City Council hereby AWARDS a three-year contract with a two-year renewal option for Mowing Landscape Services to the low bidder, Brantley Development LLC, of Inkster Michigan, for Proposals B, C, and D, as per unit bid pricing; for an estimated total cost of \$84,139 for 2017, \$84,910 for 2018, and \$85,552 for 2019; at prices contained in the bid tabulation opened February 23, 2017, a copy of which shall be ATTACHED to the original Minutes of this meeting, the cost of which SHALL NOT EXCEED annual budgetary imitations; with the contract expiring December 31, 2021.

BE IT FURTHER RESOLVED, That Troy City Council hereby AWARDS a five-year contract for Mowing Landscape Services to the bidder providing alternative energy powered equipment, EQ Grounds LLC, of Waterford Michigan, for Proposals A and E, as per unit bid pricing; for an estimated total cost of \$330,978 for 2017, \$336,236 for 2018, and \$341,494 for 2019, 2020, and 2021; at prices contained in the bid tabulation opened February 23, 2017, a copy of which shall be ATTACHED to the original Minutes of this meeting, the cost of which SHALL NOT EXCEED annual budgetary imitations; with the contract expiring December 31, 2021.

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

- Yes: Pennington, Slater, Abraham, Hodorek
No: Baker, Henderson
Absent: McCown

Handwritten signatures and numbers: Brantley 2017-795, EQ 2017-796

MOTION CARRIED

# BLANKET ORDER

No. 2017-00000795  
 DATE: 03/23/2017  
 PAGE: 1 of 1  
 FOB DESTINATION

Ship To

CITY OF TROY  
 Parks - Municipal Grounds  
 4695 ROCHESTER ROAD  
 TROY, MI 48085

Bill To

CITY OF TROY  
 Parks - Municipal Grounds  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**EXPIRATION DATE**  
 12/31/2017  
**COUNCIL RESOLUTION**  
 2017-03-033

**VENDOR NO.** 162467

Vendor

BRANTLEY DEVELOPMENT LLC  
 2648 BAYHAN  
 INKSTER, MI 48141

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	PROPOSAL B: Various Locations - Twice-A-Month Schedule - PRICING: COST PER ACRE 36.20 acres 2017 - \$26.45 Estimated number of mows per season: 12 - Locations include but not limited to detention ponds, City and privately owned vacant property -----	11,489.8800	\$11,489.88
1	Lump Sum	PROPOSAL C: Beneath I/75 Overpasses 2017 AVERAGE COST PER OVERPASS \$90.00 TOTAL COST - UNIT PRICE X 5 OVERPASSES X 6 CLEANINGS -----	2,700.0000	\$2,700.00
1	Lump Sum	PROPOSAL D: Detention/Retention/Vacant Property Twice/Month Mowing Schedule 2017. Estimated number of mows per season: 12. COST PER ACRE: \$26.45 177.85 Acres -----	56,449.5900	\$56,449.59
1	Each	BID SURETY: Your Bid Deposit Check in the amount of \$10,000.00 has been deposited by the Treasurer's Office and will be returned upon successful completion of all contract requirements. Cash Receipt #2017-00029272. -----	0.0000	\$0.00
1	Each	Additional Information: CONTACT INFORMATION: Hours of Operation - 7am-7pm; 24HR Contact Phone #: 810 610 0427 PESTICIDE APPLICATION LICENSE #C007120066 Payment Terms: 2% 10 Days w/timely submittal of Invoices ----- In accordance with your bid proposal opened 2/23/2017 and approved by Troy City Council on Monday, 3/6/2017.	0.0000	\$0.00
				<b>\$70,639.47</b>

Entered By: MaryBeth Murz

**Special Instructions:**

Certificate of Insurance & Endorsement must be on file at all times. NOTE: Quantities stated are estimated; the City will pay the quoted price for all work completed during the entire contract period. THREE Year Contract with a TWO (2) Year Contract RENEWAL to furnish all requirements for Mowing and Landscape Maintenance Services for all municipal property, in accordance with the specifications for ITB-COT 17-03 at the above stated prices. THIS PURCHASE ORDER IS FOR YEAR ONE OF A 3 YEAR CONTRACT.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*MaryBeth Murz*

# BLANKET ORDER

No. 2017-00000796  
 DATE: 03/28/2017  
 PAGE: 1 of 1  
 FOB DESTINATION

Ship To

CITY OF TROY  
 Parks - Municipal Grounds  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

Bill To

CITY OF TROY  
 Parks - Municipal Grounds  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**EXPIRATION DATE**  
 12/31/2017  
**COUNCIL RESOLUTION**  
 2017-03-033

**VENDOR NO.** 171827

Vendor

EQ GROUNDS, LLC  
 4580 SASHABAW ROAD  
 WATERFORD, MI 48329

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	PROPOSAL A: Medians, Municipal Property and Parks - Split Mowing Schedule - 313.56 Acres PRICING: COST PER ACRE 2017 - \$30.40 Estimated number of mows per season: 26	247,837.8200	\$247,837.82
1	Lump Sum	PROPOSAL E: Irrigated Athletic Fields - 2017 COST PER ACRE: \$28.50, 56.1 Acres Estimated number of mows per season: 52	83,140.2000	\$83,140.20
1	Each	BID SURETY: Your bid deposit check in the amount of \$10,000.00 has been deposited by the Treasurer's Office and will be returned upon successful completion of all contract requirements. Cash Receipt #2017-00029271.	0.0000	\$0.00
1	Each	Additional Information: CONTACT INFORMATION: Hours of Operation - 7am-7pm; 24HR Contact Phone #: 248 942 9954 PESTICIDE APPLICATION LICENSE #C007090029 Payment Terms: Net30 Days w/timely submittal of Invoices----- In accordance with your bid proposal opened 2/23/2017 and approved by Troy City Council on Monday, 3/6/2017.	0.0000	\$0.00
				<b>\$330,978.02</b>

Entered By: MaryBeth Murz

**Special Instructions:**

Certificate of Insurance & Endorsement must be on file at all times. NOTE: Quantities stated are estimated; the City will pay the quoted price for all work completed during the entire contract period. FIVE YEAR to furnish all requirements for Mowing and Landscape Maintenance Services, in accordance with the specifications for ITB-COT 17-03 at the above stated prices. THIS PURCHASE ORDER IS FOR YEAR ONE OF A FIVE YEAR CONTRACT.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*MaryBeth Murz*



500 West Big Beaver  
Troy, MI 48084  
troyml.gov

# CITY COUNCIL AGENDA ITEM

Date: March 2, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
Kurt Bovensiepe, Public Works Director

Subject: Award Standard Purchasing Resolution 2 - Mowing Landscape Services

### History

- The City of Troy maintains 583.71 acres of turf that requires a regular mowing schedule. These locations include Parks, Cemeteries, Detention/Retention Ponds, Fire Stations, City owned vacant property, and other Municipal Facilities.
- The locations are divided into different proposals based on mowing frequency.
- The scope of work includes all labor, tools, equipment, chemicals, transportation, and landscape maintenance services including mowing for municipal grounds.
- For the first time, the City of Troy listed the possibility of preference for bidding companies that offered alternative energy mowers.
- Note that this mowing contract *excludes* the DDA and the Civic Center Campus, which is held by a separate contractor.
- The current contract expired December 31, 2016.

### Purchasing

On February 23, 2017, a bid opening was conducted as required by City Charter and Code for Upgrade Landscape Maintenance. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) and was sent to the Troy Chamber of Commerce. Six (6) bid proposals were received. Below is a detailed summary of potential vendors for both bid opportunities:

<b>Companies notified via MITN</b>	523
Troy Companies notified via MITN	12
Troy Companies - Active email Notification	11
Troy Companies - Active Free	1
<b>Companies that viewed the bid</b>	68
Troy Companies that viewed the bid	5

*MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City.

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After reviewing the bid proposals, Brantley Development LLC of Inkster MI, is the low bidder on Proposals B- Various Locations of Municipal Property, C- I-75 Overpasses, and D- Detention/Retention Pond meeting all specifications and is being recommended to provide all labor, tools, equipment, chemicals, transportation and landscape maintenance services including mowing for three (3) years with the option to renew for two (2) additional years at unit pricing as detailed in the attached bid tabulation. Although



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

not a requirement or a criteria for preference, it is worth noting that Brantley Development LLC is a minority owned company as noted in its bid proposal.

In addition to the mentioned proposals, City Staff is recommending EQ Grounds LLC of Waterford MI for Proposals A- Parks, Medians, and Municipal Property and Proposal E- Irrigated Athletic Fields. EQ Grounds LLC offers environmentally friendly mowing by using alternative fuels such as propane and commercial grade electric equipment. Implementing a Green Initiative Strategy through the city's mowing operations has an increased cost of 11%-14%. This would save an estimated 10,000 gallons of non-sustainable gas, and would eliminate the equivalent of 846 cars worth of emissions annually. The value added proposal in the bid is being recommended, which is to provide all labor, tools, equipment, chemicals, transportation and landscape maintenance services including mowing for five years at unit pricing as detailed in the attached bid tabulation.

### Financial

Funds are available through the Public Works, Streets and Drains and Grounds operating budgets.

### Recommendation

City management recommends awarding a contract for providing Mowing and Landscape Services to; *Brantley Development LLC, of Inkster, MI* for Proposals B, C, and D, as per unit bid pricing; for an estimated total cost of \$84,139 for 2017, \$84,910 for 2018, and \$85,552 for 2019; not to exceed budgetary limitations at prices contained in the bid tabulation opened February 23, 2017. In addition, city management recommends awarding a contract for providing Mowing and Landscape Services to *EQ Grounds LLC, of Waterford, MI* for Proposals A and E, as per unit bid pricing; for an estimated total cost of \$330,978 for 2017, \$336,236 for 2018, and \$341,494 for 2019, 2020, and 2021; not to exceed budgetary limitations at prices contained in the bid tabulation opened February 23, 2017. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

**STANDARD PURCHASING RESOLUTION 2 – Mowing Landscape Services**

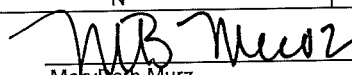
RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract with a two-year renewal option for Mowing Landscape Services to the low bidder, Brantley Development LLC, of Inkster Michigan for Proposals B, C, and D, as per unit bid pricing; for an estimated total cost of \$84,139 for 2017, \$84,910 for 2018, and \$85,552 for 2019; at prices contained in the bid tabulation opened February 23, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary imitations; with the contract expiring December 31, 2021.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a five-year contract for Mowing Landscape Services to the bidder providing alternative energy powered equipment, EQ Grounds LLC, of Waterford Michigan for Proposals A and E, as per unit bid pricing; for an estimated total cost of \$330,978 for 2017, \$336,236 for 2018, and \$341,494 for 2019, 2020, and 2021; at prices contained in the bid tabulation opened February 23, 2017 a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary imitations; with the contract expiring December 31, 2021.

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

VENDOR NAME:	Brantley Development LLC			Xpert Lawn & Snow		
	Inskter, MI			Ferndale, MI		
Check #	207-457173			1618005059		
Check Amount	10,00.00			\$10,000.00		

PROPOSAL A: MEDIANS, PARKS, MUNICIPAL PROPERTY SPLIT MOWING SCHEDULE (313.56 ACRES)	2017	2018	2019	2017	2018	2019
UNIT COST PER ACRE	NO BID	NO BID	NO BID	\$26.95	\$26.95	\$26.95
TOTAL COST (Cost per x 313.56 Acres)				\$8,450.44	\$8,450.44	\$8,450.44
PROPOSAL B: VARIOUS LOCATIONS - TWICE-A-MONTH MOWING SCHEDULE (36.20 Acres)	2017	2018	2019	2017	2018	2019
UNIT COST PER ACRE	12,447.37	\$26.45	\$26.75	\$27.00	\$27.95	\$27.95
TOTAL COST (Cost per x 36.20 Acres)	\$957.49	\$968.35	\$977.40	\$1,011.79	\$1,011.79	\$1,011.79
PROPOSAL C: BENEATH I-75 OVERPASSES	2017	2018	2019	2017	2018	2019
AVERAGE COST PER OVERPASS	\$ 90.00	\$ 90.00	\$ 90.00	\$ 80.00	\$ 80.00	\$ 80.00
TOTAL COST (Unit Price x 5 overpasses x 6 cleanings)	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
PROPOSAL D: DENTENTION/RETENTION/VACANT PROPERTY TWICE-A-MONTH MOWING SCHEDULE	2017	2018	2019	2017	2018	2019
UNIT PRICE - COST PER ACRE	\$ 26.45	\$ 26.75	\$ 27.00	\$ 27.95	\$ 27.95	\$ 27.95
TOTAL COST (Cost per x 177.85 Acres)	\$4,704.13	\$4,757.49	\$4,801.95	\$4,970.91	\$4,970.91	\$4,970.91
PROPOSAL E: IRRIGATED ATHLETIC FIELDS BI-WEEKLY MOW	2017	2018	2019	2017	2018	2019
UNIT PRICE - COST PER ACRE	NO BID	NO BID	NO BID	\$ 26.95	\$ 26.95	\$ 26.95
TOTAL COST (Cost per x 56.1 Acres)				\$1,511.90	\$1,511.90	\$1,511.90
<b>GRAND TOTAL ALL PROPOSALS</b>	<b>\$8,361.62</b>	<b>\$8,425.84</b>	<b>\$8,479.35</b>	<b>\$18,345.03</b>	<b>\$18,345.03</b>	<b>\$18,345.03</b>
QUESTIONNAIRE	Y/N	Y			Y	
SIGNATURE PAGE:	Y/N	Y			Y	
PAYMENT TERMS:		2% 10 Days			Net 30	
EXCEPTIONS:		Blank			No Exceptions	
DESCRIPTIVE LITERATURE ENCLOSED:	Y/N	Y			N	
CONTACT INFORMATION		Hrs of Operation	7am - 7pm		24 hours	
		24 Hr. Phone #	810-610-0427		248-721-0794	
		Contact Name	Stanley Brantley		Corey J. Bambrough	
REFERENCES:	Y/N	Y				
ACKNOWLEDGEMENT: Signed	Y/N	Y			Y	
Forms (5)	Y/N	N			N	

  
MaryBeth Murz,  
Purchasing Manager

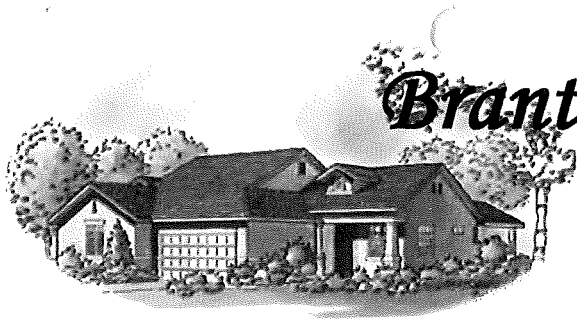
ATTEST:  
Susan Riesterer  
Ashely Levin  
Enna Bachelor

VENDOR NAME:		Green Meadows Lawnscape Rochester Hills, MI			Landscape Services inc Clinton Township, MI		
	Check #	ON FILE			1109677		
	Check Amount	N/A			\$10,000.00		
<b>PROPOSAL A: MEDIANS, PARKS, MUNICIPAL PROPERTY SPLIT MOWING SCHEDULE (313.56 ACRES)</b>		<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
UNIT COST PER ACRE		\$34.00	\$34.00	\$34.00	\$35.00	\$35.00	\$35.00
TOTAL COST (Cost per x 313.56 Acres)		\$10,661.04	\$10,661.04	\$10,661.04	\$10,974.60	\$10,974.60	\$10,974.60
<b>PROPOSAL B: VARIOUS LOCATIONS - TWICE-A-MONTH MOWING SCHEDULE (36.20 Acres)</b>		<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
UNIT COST PER ACRE		\$33.00	\$33.00	\$33.00	\$35.00	\$35.00	\$35.00
TOTAL COST (Cost per x 36.20 Acres)		\$1,194.60	\$1,194.60	\$1,194.60	\$1,267.00	\$1,267.00	\$1,267.00
<b>PROPOSAL C: BENEATH I-75 OVERPASSES</b>		<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
AVERAGE COST PER OVERPASS		\$ 450.00	\$ 450.00	\$ 450.00	\$ 180.00	\$ 180.00	\$ 180.00
TOTAL COST (Unit Price x 5 overpasses x 6 cleanings)		\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
<b>PROPOSAL D: DENTENTION/RETENTION/VACANT PROPERTY TWICE-A-MONTH MOWING SCHEDULE</b>		<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
UNIT PRICE - COST PER ACRE		\$ 33.00	\$ 33.00	\$ 33.00	\$ 32.00	\$ 32.00	\$ 32.00
TOTAL COST (Cost per x 177.85 Acres)		\$5,869.05	\$5,869.05	\$5,869.05	\$5,691.20	\$5,691.20	\$5,691.20
<b>PROPOSAL E: IRRIGATED ATHLETIC FIELDS BI-WEEKLY MOW</b>		<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
UNIT PRICE - COST PER ACRE		\$34.00	\$34.00	\$34.00	\$ 40.00	\$ 40.00	\$ 40.00
TOTAL COST (Cost per x 56.1 Acres)		\$1,907.40	\$1,907.40	\$1,907.40	\$2,244.00	\$2,244.00	\$2,244.00
		2017	2018	2019	2017	2018	2019
<b>GRAND TOTAL ALL PROPOSALS</b>		<b>\$33,131.73</b>	<b>\$33,131.73</b>	<b>\$33,131.73</b>	<b>\$25,576.80</b>	<b>\$25,576.80</b>	<b>\$25,576.80</b>
QUESTIONNAIRE	Y/N		Y			Y	
SIGNATURE PAGE:	Y/N		Y			Y	
PAYMENT TERMS:			Net 30			Net 30	
EXCEPTIONS:			None			Attached to bid response	
DESCRIPTIVE LITERATURE ENCLOSED:	Y/N		Y			Y	
CONTACT INFORMATION		Hrs of Operation	7am - 6 pm			8am - 6pm	
		24 Hr. Phone #	586.855.3769			586.630.2149	
		Contact Name	Thomas DeClerck			Len Cugliari	
REFERENCES:	Y/N		Y			Y	
ACKNOWLEDGEMENT: Signed	Y/N		Y			Y	
Forms (5)	Y/N		N			N	



VENDOR NAME:	EQ Grounds LLC	Premier Group Associates LC
	Waterford, MI	Detroit, MI
Check #	28092	9137201111
Check Amount	\$10,000.00	\$10,000.00

PROPOSAL A: MEDIANS, PARKS, MUNICIPAL PROPERTY SPLIT MOWING SCHEDULE (313.56 ACRES)	2017	2018	2019	2017	2018	2019
UNIT COST PER ACRE	<del>\$32.00</del> <i>26 mows \$247,837.82</i> <del>30.40</del>	\$32.50	\$33.00	\$80.00	\$80.00	\$80.00
TOTAL COST (Cost per x 313.56 Acres)	\$10,033.92	\$10,190.70	\$10,347.48	\$25,084.80	\$25,084.80	\$25,084.80
PROPOSAL B: VARIOUS LOCATIONS - TWICE-A-MONTH MOWING SCHEDULE (36.20 Acres)	2017	2018	2019	2017	2018	2019
UNIT COST PER ACRE	\$31.00	\$31.50	\$32.00	\$50.00	\$50.00	\$50.00
TOTAL COST (Cost per x 36.20 Acres)	\$1,122.20	\$1,140.30	\$1,158.40	\$1,810.00	\$1,810.00	\$1,810.00
PROPOSAL C: BENEATH I-75 OVERPASSES	2017	2018	2019	2017	2018	2019
AVERAGE COST PER OVERPASS	\$ 200.00	\$ 205.00	\$ 210.00	\$ 50.00	\$ 50.00	\$ 50.00
TOTAL COST (Unit Price x 5 overpasses x 6 cleanings)	\$ 6,000.00	\$ 6,150.00	\$ 6,300.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
PROPOSAL D: DENTENTION/RETENTION/VACANT PROPERTY TWICE-A-MONTH MOWING SCHEDULE	2017	2018	2019	2017	2018	2019
UNIT PRICE - COST PER ACRE	\$ 31.00	\$ 31.50	\$ 32.00	\$ 50.00	\$ 50.00	\$ 50.00
TOTAL COST (Cost per x 177.85 Acres)	\$5,513.35	\$5,602.28	\$5,691.20	\$8,892.50	\$8,892.50	\$8,892.50
PROPOSAL E: IRRIGATED ATHLETIC FIELDS BI-WEEKLY MOW	2017	2018	2019	2017	2018	2019
UNIT PRICE - COST PER ACRE	<del>\$30.00</del> <i>52 mows \$83,140.20</i> <del>28.50</del>	\$30.50	\$31.00	\$ 35.00	\$ 35.00	\$ 35.00
TOTAL COST (Cost per x 56.1 Acres)	\$1,683.00	\$1,711.05	\$1,739.10	\$1,963.50	\$1,963.50	\$1,963.50
<b>GRAND TOTAL ALL PROPOSALS</b>	<b>\$24,352.47</b>	<b>\$24,794.33</b>	<b>\$25,236.18</b>	<b>\$39,250.80</b>	<b>\$39,250.80</b>	<b>\$39,250.80</b>
QUESTIONNAIRE	Y/N	Y		Y		
SIGNATURE PAGE:	Y/N	Y		Y		
PAYMENT TERMS:		Not Stated		30 Days		
EXCEPTIONS:		Yes - See Signature Page		None		
DESCRIPTIVE LITERATURE ENCLOSED:	Y/N	N		Y		
CONTACT INFORMATION	Hrs of Operation	7am -7pm Mon-sat		8am-7pm		
	24 Hr. Phone #	248.942.9954		313.963.1700		
	Contact Name	Ronal S. Rose		Rich Stimson		
REFERENCES:	Y/N	Y		Y		
ACKNOWLEDGEMENT: Signed	Y/N	Y		Y		
Forms (5)	Y/N	N		N		



# Brantley Development LLC

*Landscape & Construction*

February 17, 2017

City of Troy  
Purchasing Division  
500 W Big Beaver road  
Troy, Michigan 48084

Re: ITB-COT 17-03

Dear Ms. Murz,

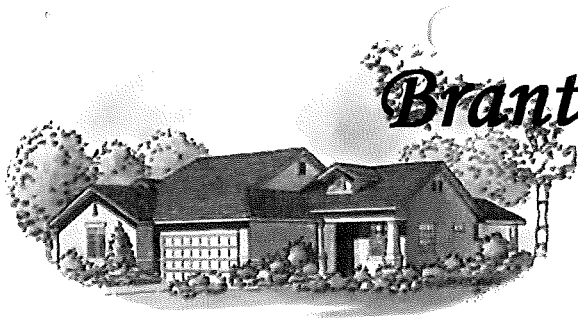
With this letter we are transmitting our qualifications for mowing services for various locations in the City of Troy. Brantley Development LLC has been providing similar services to the City of Dearborn, City of Rochester Hills and MDOT since 2010. In addition, we are currently providing snow removal services for the City of Troy CDBG senior program

If you have any questions or require any additional information, please contact me at (810) 610-0427.

Sincerely

Stanley Brantley, Owner

A handwritten signature in black ink, appearing to read "Stanley Brantley". The signature is written in a cursive style and is positioned to the right of the typed name "Stanley Brantley, Owner".



# *Brantley Development LLC*

## *Landscape & Construction*

### **Firm Introduction & History**

Brantley Development LLC is a minority owned and operated company serving the Detroit region since 1995. We are a licensed and insured contractor, providing Michigan businesses and individuals with superior home improvement and landscape services.

Brantley Development LLC was founded in Flint, Michigan in 1995 by Stanley Brantley. After graduating from college with a degree in Community and Regional Planning and working as a landscape supervisor with Genesee County Parks and Recreation For-mar Arboretum and various other landscape companies, Mr. Brantley started providing handyman and landscape service independently.



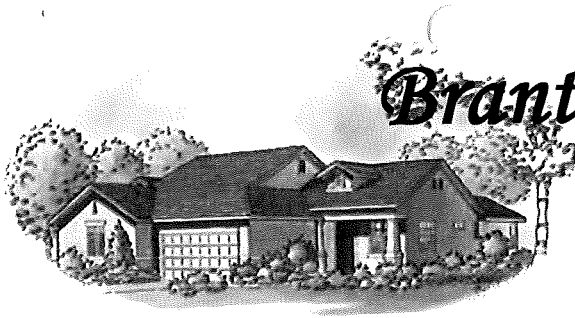
As his reputation grew, the Flint Journal newspaper printed an article on him and the work he was doing in the community. Since then the company has continued to grow and in 2005, Brantley Development LLC expanded to include the Detroit Region. Today, Brantley Development LLC provides residential home improvements and property management services to residents, non – profit and government agencies.

### **Statement of Project**

Brantley Development LLC is proposing to provide mowing services at various locations in the City of Troy. Brantley Development LLC will approach this project by providing seasonal property maintenance. We shall, cut, trim and remove debris as stated in the scope of services.

Brantley Development LLC will provide all tools, transportation, and labor to meet the requirements of the contract. Below is a list of vital equipment that Brantley Development has at its disposal for use.

Brantley Development LLC has the financial ability to lease and/or purchase any additional equipment necessary to meet the needs of the City.



# Brantley Development LLC

## Landscape & Construction

### Maintenance Plan

Our staff will coordinate with the City of Troy staff to develop a transition plan with dates to ensure none of the maintenance activities are neglected. We will review property maps to ensure all areas of the property are address and discuss any potential past mowing practices.

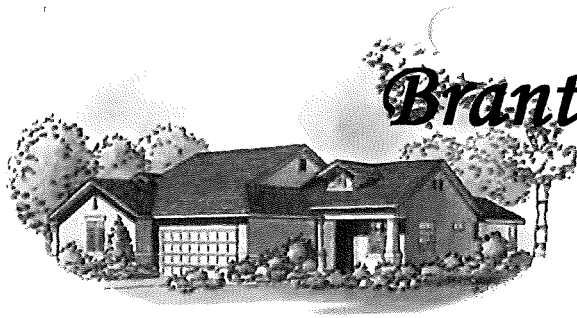
We will review the list of locations provided by the city and develop a GPS map (See Example Map #1), create a route and a weekly schedules. We will map all locations in Basecamp, a Garmin Software program, which gives us the capability of creating waypoints by address, intersection and manual input. For properties that do not have an address, we will use the closest improved property address as a waypoint. After all locations are inputted into the program as waypoints, then a number of routes can be created based on a predicted number of properties that can be serviced in one day by a two man or more mowing crew. If needed, we have the staff level to dispatch more than one mowing crew to the city.

The screenshot shows a software interface with a menu bar (File, Edit, Find, Transfer, View, Tools, Utilities, Help) and a toolbar with various navigation and editing tools. Below the toolbar, there are tabs for 'Maps', 'Waypoints(19)', 'Routes(1)', and 'Tracks'. A dropdown menu is open showing 'All Categories'. The main area is divided into a list of waypoints on the left and a map view on the right.

Name	Symbol	Comment	Position	Elevation
22333 Olmstead St	[Symbol]	22333 Olmste...	N42 17.810 W83 15.068	
22600 Alexandrine St	[Symbol]	22600 Alexan...	N42 18.575 W83 15.305	
2420 Banner St	[Symbol]	2420 Banner ...	N42 17.634 W83 16.442	
2538 Salina St	[Symbol]	2538 Salina St...	N42 18.299 W83 08.810	
2715 Salina St	[Symbol]	2715 Salina St...	N42 18.392 W83 08.883	
3104 Venice St	[Symbol]	3104 Venice S...	N42 17.116 W83 13.274	
3130 Chestnut St	[Symbol]	3130 Chestnut...	N42 17.005 W83 13.071	
3206 Alice St	[Symbol]	3206 Alice St...	N42 17.315 W83 14.795	
3331 Rondo St	[Symbol]	3331 Rondo St...	N42 18.742 W83 08.756	
3433 Byrd St	[Symbol]	3433 Byrd St...	N42 17.150 W83 13.709	
3936 Lapham St	[Symbol]	3936 Lapham ...	N42 18.928 W83 11.122	
5635 Bingham St	[Symbol]	5635 Bingham...	N42 19.794 W83 10.431	
6620 Schaefer Rd	[Symbol]	6620 Schaeffe...	N42 20.355 W83 10.595	
6903 Thesen St	[Symbol]	6903 Thesen ...	N42 20.498 W83 09.797	
6923 Reuter St	[Symbol]	6923 Reuter ...	N42 20.497 W83 10.313	
7060 Normie St	[Symbol]	7060 Normie ...	N42 20.593 W83 09.499	
7805 Bingham St	[Symbol]	7805 Bingham...	N42 20.972 W83 10.492	

The map view on the right shows a street grid with several red pins indicating the locations of the waypoints listed in the table. The map includes street names like Warren, Branch River Pkwy, River Rouge, and various residential streets. The status bar at the bottom shows '0 Items Selected', 'Lat/Lon hddd°mm.mmm'(WGS 84)', and the system clock '4:36 PM 10/25/2013'.

(Example Map #1)



# Brantley Development LLC

Landscape & Construction

Once all routes are created, we will upload the routes to a Garmin GPS and assign a list of locations to be serviced to our mowing crews. We will maintain the same routes and approved schedule though out the mowing season. Properties will only be added or deleted on the request from the City of Troy program supervisor.

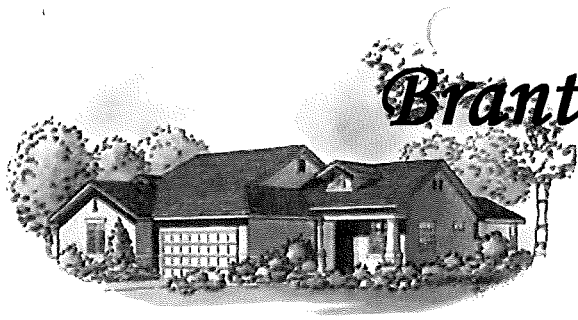


Our approach to managing the approximately one hundred fifty locations is to service approximately 30 properties a day for the weekly schedule. When the weather is hot and as requested the mowing schedule will be pushed to bi-weekly service. We then would schedule into two weeks, therefore allowing us to maintain approximately 75 lots in the first week and the other 75 properties the following week.

## Invoicing

Bi weekly invoices shall be formatted in Microsoft Excel and transmitted electronically to the City. Invoices shall be prepared reflecting the total number of vacant lots and price/cost of maintenance per location. Below is an example of the format that will be used to submit Invoices. All mowing invoices will be forwarded every two weeks after the first round of cuts have been completed until the end of the mowing season

<b>BRANTLEY DEVELOPMENT LLC</b>  <b>30235 MARSHAL CT</b> <b>WESTLAND, MI 48186</b> <b>PH: 810-610-0427</b> <b>FAX: 734-722-7398</b> <b>Email:brantley_development@yahoo.com</b>		<b>BILL TO:</b>	<b>CITY OF DEARBORN / ORDINANCE VIOLATIONS</b> <b>FINANCE DEPARTMENT / ACCOUNTS PAYABLE</b> <b>P.O. BOX 4269</b> <b>DEARBORN, MI. 48126</b> <b>P.O. # 084338</b>			<b>INVOICE #</b>
			<b>DATE:</b>			
PROPERTY ADDRESS	Parcel ID	UNIT	CUT DATE WEEK 1	CUT DATE WEEK 2	FLAT RATE FEE \$38.12 PER Month	TOTAL AMT BILLED
82-10-172-09-005	Eugene	1	04/15/2015	04/29/2015	38.12	38.12
82-10-172-09-004	Eugene	1	04/15/2015	04/29/2015	38.12	38.12
82-10-172-09-003	Eugene	1	04/15/2015	04/29/2015	38.12	38.12
<b>TOTAL</b>		<b>3</b>				<b>\$114.36</b>



# Brantley Development LLC

## Landscape & Construction

### Insurance

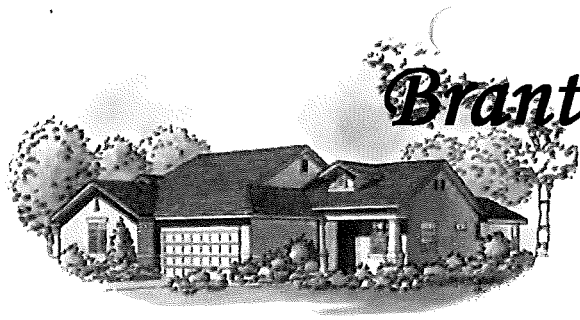
Brantley Development can meet all insurance requirements and will have its insurance agent forward all updated insurance documents to the City of Troy Purchasing Division.

### Management Summary

A critical component to any successful venture is maintaining open lines of communication. This is essential not only between The City and Brantley Development LLC, but also between the parties and the public. Any breakdown in communication can lead to a safety hazard for residents and Brantley Development employees. In the past, Brantley Development has maintained very good communication with the City of Troy and we pride ourselves on maintaining that level of communication with the City.

Our staff and vehicles are easily identifies with company name and logo on them. Our vehicles are outfitted with strobe lights and utilize up to date GPS systems for routing purposes. All crew leaders have digital cameras and cell phones for immediate access. Brantley Development staff has provided services to the City in the past and has established strict guidelines for dealing with any conflict that may arise with residence. We will be assigning crew leaders that have previously worked in the City under previous contracts. This will insure that our crews know what level of service is expected from City.





# *Brantley Development LLC*

*Landscape & Construction*

## **Single Point of Contact**

Brantley Development will assign a project manager to handle all aspects of this project undertaken between Brantley Development and the City. Stanley Brantley, Owner will initially perform those duties and will be responsible for coordinating Brantley Development staff work detail until otherwise notified.

Stanley Brantley, owner has work experience with Genesee County Parks and Recreation For-Mar Arboretum as a landscape supervisor and True Green Chem lawn prior to starting Brantley Development. In addition, Stanley Brantley has a Bachelors Degree in Community and Regional Planning from Iowa State University, A Masters Degree in Public Administration and 15 years experience as an Associate Planner with Genesee County Metropolitan Planning Commission. In 2013, he successfully managed eight municipal contracts, including a multi-year contract with the City of Dearborn

## **Professional Recommendations**

Tony Rossi, City of Dearborn Neighborhood Services, 313-943-2161  
Bob White, City of Rochester Hills, 248-841-2441  
Jan Hanway, City of Warren, 586-574-4676  
Karen Adcock, City of Auburn Hills, 248-730-9353  
Mary Anne Bennett, City of Rochester Hills OPC, 248-608-0249  
Ahmad Azmoudeh, MDOT, (248 )451-2465  
Cindy Stewart, City of Troy, (248) 524 1147

## **Professional Licenses**

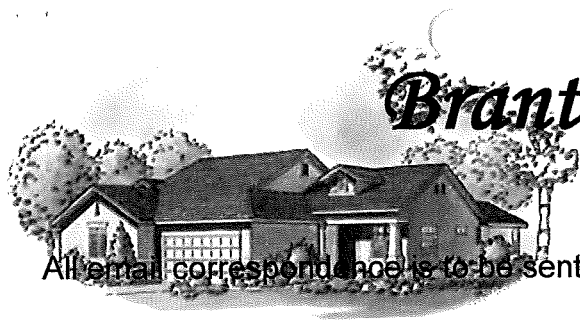
Michigan Residential Builders Licenses  
Michigan Lead Supervisors Certification  
Michigan Pesticides 3A Certification

## **Authorized Negotiator**

Brantley Development LLC authorized negotiations on this proposal contact are:

Stanley Brantley (810) 610-0427.  
Dionne Brantley (248) 739-2590.





# Brantley Development LLC

*Landscape & Construction*

All email correspondence is to be sent to [Brantley\\_Development@yahoo.com](mailto:Brantley_Development@yahoo.com)

## Project Experience

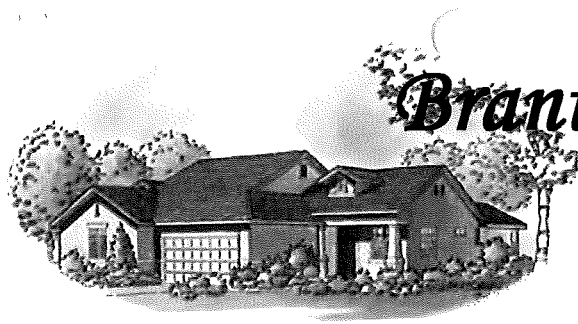
Brantley Development LLC has been providing home improvement and landscape services to residents, non profits and government agencies in the Flint and Metro Detroit area since 1995. Below is a list of our past and current clients.

- City of Dearborn, Property Maintenance, 2010 - 2019
- City of Dearborn Heights, Ordinance Violation Grass & Weed Program, 2010 - 2011
- City of Rochester Hills, Property Maintenance Contractor 2011 - 2019
- Internal Revenue Service, Property Maintenance Contractor, 2011
- City of Flint, Weed Abatement Contractor, 2009
- City of Warren, Ordinance Violations Contractor, 2009
- City Of Warren , 8 mile Mowing Contractor, 2016-2017
- Union Grace Church, Detroit, MI, Snow Plowing Service, 2011 - 2013
- MDOT, M-5 Boulevard Mowing, 2012 – 2017
- MDOT, Carpool lot mowing Contractot, 2015-2017
- MDOT, M1 (Woodward Ave)mowing Contractor 2016-2017
- MDOT, M-59 Mowing Services, 2013
- Valley Area Agency on Aging, Chore Service Provider, 2008 - 2012
- USDA Rural Development, Property Maintenance Contractor, 2008 - 2010
- City of Troy, Secondary snow removal Contractor for CDBG Program , 2009
- City of Troy Primary Mowing Contractor for CDBG Program, 2014 -2015
- US Postal Office Snow Removal Contractor for Wayne, Canton and Westland, 2015-2008
- Wayne County, Property Maintenance Services, 2009 - 2011
- City of Auburn Hills, Snow Removal Contractor for CDBG Program , 2011-2017
- City of Southfield Growth Corporation, Snow Removal Contractor, 2011-2014
- City of Warren TIFA, Snow Removal Contractor, 2011-2014
- City of Warren TIFA, Mowing Contractor, 2015-2017
- City of Rochester Hills, Snow Removal Contractor for CDBG Program , 2012-2017
- Sherwood Forest Association, Detroit, Michigan, Mowing of Sherwood Park. 2013 - 2017
- Forrer Street Block Club, Detroit, Michigan, Mowing of Fields Park, 2012 - 2013
- Highland Park Renaissance Academy, Grounds Maintenance 2013-2017
- City of Ecorse, Lawn Mowing Services, 2013 -2015
- Virginia Park Citizens District Council, Detroit, Michigan, Mowing of Neighborhood Parks. 2011-2012

2648 Bayhan, Inkster, Michigan 48141

Office: (313) 438-6655 • Fax: (734) 722-7398 • Email: [Brantley\\_Development@yahoo.com](mailto:Brantley_Development@yahoo.com)



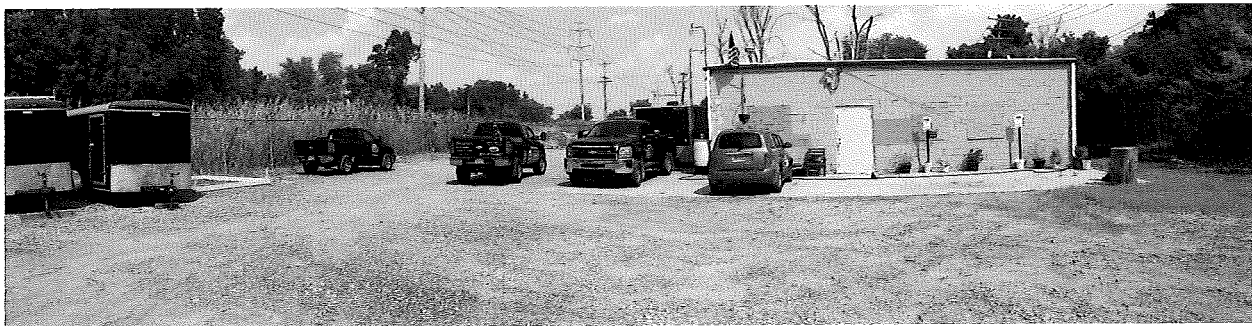


# Brantley Development LLC

*Landscape & Construction*

## Equipment List

Quantity	Year	Make	Model	
1	2005	Haulin	6X12	Cargo trailer
1	2009	Haulin	7X14	Cargo trailer
1	2010		16'	Landscape trailer
1	2005			5X8 open trailer
1	2015		24'	Cargo trailer
1	2010	Exmark	60" Lazer Z	60" zero turn mower
3	2015	Exmark	60" Lazer Z	
2	2009	Exmark	52" Lazer Z	52" zero turn mower
3	2009	Exmark	36" Viking	walk behind mower
1	2015	Exmark	36"	36" walk behind
1	2009	Exmark	32" Viking	Walk-behind mower
2	2013	Exmark	30"	Push Mowers
8		Redmax	TR2301	Trimmers
1	2015	Chevy	Silverado3500	Landscape body
1	2011	Chevy	Silverado 2500	
1	2013	Chevy	Silverado 2500	
1	2006	Chevy	HHR	
1	2009	Chevy	Silverado 1500	
1	2007	Chevy	Tahoe	
8		Redmax		Backpack blowers





**CITY OF TROY  
BID PROPOSAL**

ITB-COT 17-03  
Page 1 of 6

The undersigned proposes to FURNISH ALL LABOR, TOOLS, EQUIPMENT, CHEMICALS, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES INCLUDING MOWING FOR MUNICIPAL GROUNDS FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS, in accordance with the attached specifications. All items including the specifications, insurance certificate and bid proposal are to be considered an integral part hereof, at the following prices:  
COMPANY NAME: \_\_\_\_\_

**Proposal A – MEDIANS, PARKS, MUNICIPAL PROPERTY - SPLIT MOWING SCHEDULE**

YEAR	ESTIMATED ACRES	Unit price – COST PER ACRE	TOTAL COST (Cost per x 313.56 acres)
2017	313.56 acres	\$	\$
2018	313.56 acres	\$	\$
2019	313.56 acres	\$	\$

*6 mos.*  
*td*  
**Proposal B – VARIOUS LOCATIONS - TWICE-A-MONTH MOWING SCHEDULE**

YEAR	ESTIMATED ACRES	Unit price – COST PER ACRE	TOTAL COST (Cost per x 36.20 acres)
2017	36.20 acres	\$ 26.45	\$ 957.49
2018	36.20 acres	\$ 26.75	\$ 968.35
2019	36.20 acres	\$ 27.00	\$ 977.40

**Proposal C – BENEATH I/75 OVERPASSES**

YEAR	Unit price – AVERAGE COST PER OVERPASS	TOTAL COST - UNIT PRICE x 5 overpasses x 6 cleanings
2017	\$ 90.00	\$ 2,700
2018	\$ 90.00	\$ 2,700
2019	\$ 90.00	\$ 2,700

*6 mos.*  
*td*  
**Proposal D – DETENTION/RETENTION/VACANT PROPERTY – TWICE-A-MONTH MOWING SCHEDULE**

YEAR	ESTIMATED ACRES	Unit price – COST PER ACRE	TOTAL COST (Cost per x 177.85 acres)
2017	177.85 acres	\$ 26.45	\$ 4,704.13
2018	177.85 acres	\$ 26.75	\$ 4,757.48
2019	177.85 acres	\$ 27.00	\$ 4,801.95

**Proposal E – IRRIGATED ATHLETIC FIELDS – BI-WEEKLY MOW**

YEAR	ESTIMATED SQ. FT.	Unit price – COST PER ACRE	TOTAL COST (Cost per x 56.1 acres)
2017	56.1 acres	\$	\$
2018	56.1 acres	\$	\$
2019	56.1 acres	\$	\$

**NOTE:** For award purposes only, City of Troy will use the following frequency for each Proposal:

Proposal A	26 mowings per season
Proposal B	12 mowings per season
Proposal C	6 cleanings per season
Proposal D	12 mowings per season
Proposal E	52 mowings per season

**UNIT PRICES:**

Unit prices (cost per acres/cost per overpass) shall prevail. The City of Troy Purchasing Department will correct all mathematical errors.

**INFORMATION:**

For additional general information or questions about the specifications, please contact **Kurt Bovensiep**, Public Works Director at (248) 524-3489 [k.bovensiep@troymi.gov](mailto:k.bovensiep@troymi.gov)

**SITE INSPECTION:**

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Kurt Bovensiep at (248) 524-3489 to arrange a site visit if desired between the hours of 8:00 am – 4:00 pm, Monday through Friday.

- Our company visited the locations on 2-13 to 2-17  
 Our company did not visit the sites.

**AWARD:**

The evaluation and award of this bid will be based upon a combination of factors including, but not limited to: bid prices, references, professional competence, equipment inspection, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City of Troy reserves the right to award the bid to the lowest responsible total bidder; or in any matter deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations.

***The City of Troy may consider preference to a vendor that uses alternative energy mowing equipment.***

**CONTRACT TERMINATION:**

The City of Troy reserves the right to terminate the contract at any time when it is deemed to be in the City of Troy's best interest and made in "good faith". Thirty days written notice will be given by the City except under circumstances that violate the terms of the contract or any other federal, state or local laws. Under this situation, the bid surety of the awarded bidder will be forfeited and retained by the City of Troy as damages for breach of contract.

**ACREAGE:**

The City of Troy reserves the right to add or delete acreage and sites depending upon need based on the unit price bid for each Proposal.

COMPANY NAME: Brantley Development LLC

**PURCHASE ORDER:**

After the Troy City Council has approved the award recommendation; the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

**DOWN-PAYMENTS OR PREPAYMENTS:**

Any proposal submitted which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance as being in conformance with specifications will not be considered for award.

**BIDDER'S GENERAL QUESTIONNAIRE:**

All bidders will fill out completely the attached vendor questionnaire and submit it with the bid proposal.

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and are good faith estimates of the amount of work required. The City will not be penalized for requiring more or less than the stated quantities. The City will pay the quoted price for all work completed during the entire contract period if additional areas are required. The quantities stated will be used for award purposes only. The quantity of mowing areas used will be in accordance with the specifications and meet all parameters of the specifications.

**BID DEPOSIT AND FORFEITURE:**

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

**CONTACT INFORMATION:**

Hours of operation: 7am to 7pm E-mail Address Brantley-Development  
@yahoo.com  
24 Hr. Contact Phone No. 810-610-0427 Pager Number \_\_\_\_\_

**LICENSE:** State of Michigan Business Pesticide Application License #: C007120066

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative (see Vendor Questionnaire #4). The City will not allow subcontracting of mowing services.

**DESIGNATED CITY REPRESENTATIVES:**

Kurt Bovensiep, Public Works Director, or his representative, is the designated City representatives for this project.

**LAWS:**

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

COMPANY NAME: Brantley Development LLC

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

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

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

**INSURANCE VERIFICATION:**

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

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.  
COMPANY NAME: Brantley Development LLC

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds*: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the insurance agent or carrier that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Brantley Development LLC

**SIGNATURE PAGE**

**PRICES:** Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period, to commence on the date of award and expire on December 31, 2019, with an option to renew for two (2) additional years at 2019 prices based upon mutual consent of both parties within 90 days of contract expiration under the same terms and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without a letter of request from the vender and a favorable market survey conducted by the city and a blanket purchase order issued. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** Stanley Brantley

**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 36-4157904

COMPANY Brantley Development LLC

ADDRESS 2648 Beighan CITY Inkster STATE MI ZIP 48141

TELEPHONE NUMBER (810) 610-0427 FAX NUMBER ( ) \_\_\_\_\_

REPRESENTATIVE NAME: Stanley Brantley

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** Stanley Brantley  
(Print)

PAYMENT TERMS: 2% 10 Days EMAIL: Brantley-Development@yahoo.com

CHECK NUMBER: \_\_\_\_\_

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

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

**ACKNOWLEDGEMENT:**

I, Stanley Brantley, 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** Stanley Brantley

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

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

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



**CITY OF TROY  
VENDOR QUESTIONNAIRE**

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

DATE: 2/17/17  
Month/Date/Year

COMPANY NAME: Brantley Development LLC

ESTABLISHED: June 15, 1998 or 20\_\_ STATE: Michigan

TYPE OF ORGANIZATION: (Circle One)  
a. Individual  
b. Partnership  
c. Corporation  
d. Joint Venture  
e. Other \_\_\_\_\_

If applicable:  
**FORMER COMPANY NAME(S)**

\_\_\_\_\_

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

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

1. Number of years experience doing this type of work 10.
2. State formal name and legal status of bidder, whether corporation, partnership, or individual. A corporation bidder will give the state in which incorporated, a partnership bidder will give all the names of partners.  
Brantley Development LLC
3. List all mowing equipment owned by your firm; include make, model number, year and mowing widths.  
PLEASE SEE ATTACHED MEMO WITH EQUIPMENT LIST



8. Personnel who would be assigned to this account:

Provide resumes, copies of applicator certifications, degrees, and/or list any additional training taken to increase expertise in this field for the people listed in this section who will be assigned to the City of Troy account.

TITLE	NAME	SPECIALTY/ DEGREE/ CERTIFICATION	EXPERIENCE (YEARS)
Licensed: <b>Business Pesticide Applicator</b>	_____	_____	_____
Certified: <b>Applicator - Turf Grass</b>	_____	_____	_____
Certified: <b>Applicator - Right-Of-Ways</b>	_____	_____	_____
Certified: <b>Turfgrass Professional – Cool Season Lawns (CTP-CSL)</b>	_____	_____	_____
International Society of Arboriculture Certification: <b>Arborist</b>	_____	_____	_____
<b>Others:</b>	_____	_____	_____

Note: Please identify all resumes, copies of certifications and licenses, etc. submitted for individuals in this section with one of the titles listed above.

Attached to the proposal and marked \_\_\_\_\_ for identification.

9. List all contract commitments your firm has been engaged to perform for 2017/2019. Give organization name, name of contract and value of contract.

ORGANIZATION	CONTRACT	VALUE
City of Dearborn	Tony Rossi	\$ 250,000
City of Rochester Hills	Bob White	\$ 75,000
City of Rochester Hills	Jim Louwagert	\$ 50,000
MDO7	Ahmed Azmoudah	\$ 25,000

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

Address:

Phone Number:

Representative's Name:

Date:

*Stanley Brantley*  
 Brantley Development  
 2648 Bayham  
 Inkster, MI 48141  
~~810~~ 810-610-0427  
 Stanley Brantley  
 (print)  
 2/17/17

4. If applicable, list all proposed subcontractors to be used in the performance of lawn mowing services as detailed in the attached specifications. (No subcontracting of mowing services allowed)

None

5. UNIFORMS:

Please describe your company issued uniforms:

All staff must wear High visibility lime/yellow color shirts with Business Name and logo on back

6. Professional References – please list at least three (3) clients who have recently had similar work performed by your company. Include contact information and number of years under contract (if you company has ever performed work for the City of Troy, please provide the requested information).

Entity Name	Address	Contact Name	Phone Number	E-Mail	# of Years
<u>City of Troy</u>		<u>Cindy Stewart</u>			
<u>City of Rochester Hills</u>		<u>Bob White</u>			
<u>City of Dearborn</u>		<u>Tony Rossi</u>			
<u>MDOT</u>		<u>Ahmad Azmudeh</u>			

7. Project Manager: Project manager to be assigned to the City's account?

Name: Stanley Brantley Title: Owner  
Cellular Phone..... # 810-610-0427  
Office Phone..... # \_\_\_\_\_  
Fax..... # \_\_\_\_\_  
Email..... # Brantley-Development@yahoo.com

CREDENTIALS: (Please List)

PLEASE SEE Attached Memo

COMPANY NAME: Brantley Development LLC



# CERTIFICATE OF LIABILITY INSURANCE

BRANT-1

OP ID: LF

DATE (MM/DD/YYYY)

12/05/2016

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

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

<b>PRODUCER</b> Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi, MI 48377	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>248-553-8300</b>		FAX (A/C, No): <b>248-553-8305</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Brantley Development LLC 2648 Bayhan Street Inkster, MI 48141	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Northfield Insurance Co.		<b>19682</b>
	<b>INSURER B :</b> Hartford Fire Insurance Co.		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WS214805	10/08/2016	10/08/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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	35WECBW7036	10/21/2016	10/21/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

**CERTIFICATE HOLDER**

CITYTRO

City of Troy  
 500 W. Big Beaver  
 Troy, MI 48084

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF TROY, 500 W BIG BEAVER, Troy, MI 48084
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 17-03

Page 1 of 6

The undersigned proposes to FURNISH ALL LABOR, TOOLS, EQUIPMENT, CHEMICALS, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES INCLUDING MOWING FOR MUNICIPAL GROUNDS FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS, in accordance with the attached specifications. All items including the specifications, insurance certificate and bid proposal are to be considered an integral part hereof, at the following prices:

COMPANY NAME:

**Proposal A – MEDIANS, PARKS, MUNICIPAL PROPERTY - SPLIT MOWING SCHEDULE**

YEAR	ESTIMATED ACRES	Unit price – COST PER ACRE	TOTAL COST (Cost per x 313.56 acres)
2017	313.56 acres	\$32.00	\$10,033.92
2018	313.56 acres	\$32.50	\$10,190.70
2019	313.56 acres	\$33.00	\$10,347.48

**Proposal B – VARIOUS LOCATIONS - TWICE-A-MONTH MOWING SCHEDULE**

YEAR	ESTIMATED ACRES	Unit price – COST PER ACRE	TOTAL COST (Cost per x 36.20 acres)
2017	36.20 acres	\$31.00	\$1,122.20
2018	36.20 acres	\$31.50	\$1,140.30
2019	36.20 acres	\$32.00	\$1,158.40

**Proposal C – BENEATH I/75 OVERPASSES**

YEAR	Unit price – AVERAGE COST PER OVERPASS	TOTAL COST - UNIT PRICE x 5 overpasses x 6 cleanings
2017	\$200.00	\$6000.00
2018	\$205.00	\$6150.00
2019	\$210.00	\$6300.00

**Proposal D – DETENTION/RETENTION/VACANT PROPERTY – TWICE-A-MONTH MOWING SCHEDULE**

YEAR	ESTIMATED ACRES	Unit price – COST PER ACRE	TOTAL COST (Cost per x 177.85 acres)
2017	177.85 acres	\$31.00	\$5,513.35
2018	177.85 acres	\$31.50	\$5,602.28
2019	177.85 acres	\$32.00	\$5,691.20

**Proposal E – IRRIGATED ATHLETIC FIELDS – BI-WEEKLY MOW**

YEAR	ESTIMATED SQ. FT.	Unit price – COST PER ACRE	TOTAL COST (Cost per x 56.1 acres)
2017	56.1 acres	\$30.00	\$1,683.00
2018	56.1 acres	\$30.50	\$1,711.05
2019	56.1 acres	\$31.00	\$1,739.10

**NOTE:** For award purposes only, City of Troy will use the following frequency for each Proposal:

Proposal A	26 mowings per season
Proposal B	12 mowings per season
Proposal C	6 cleanings per season
Proposal D	12 mowings per season
Proposal E	52 mowings per season

**UNIT PRICES:**

Unit prices (cost per acres/cost per overpass) shall prevail. The City of Troy Purchasing Department will correct all mathematical errors.

**INFORMATION:**

For additional general information or questions about the specifications, please contact **Kurt Bovensiep**, Public Works Director at **(248) 524-3489** [k.bovensiep@troymi.gov](mailto:k.bovensiep@troymi.gov)

**SITE INSPECTION:**

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Kurt Bovensiep at **(248) 524-3489** to arrange a site visit if desired between the hours of 8:00 am – 4:00 pm, Monday through Friday.

- Our company visited the locations on 2/13/17-2/19 (7 Days)
- Our company did not visit the sites.

**AWARD:**

The evaluation and award of this bid will be based upon a combination of factors including, but not limited to: bid prices, references, professional competence, equipment inspection, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City of Troy reserves the right to award the bid to the lowest responsible total bidder; or in any matter deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations.

***The City of Troy may consider preference to a vendor that uses alternative energy mowing equipment.***

**CONTRACT TERMINATION:**

The City of Troy reserves the right to terminate the contract at any time when it is deemed to be in the City of Troy's best interest and made in "good faith". Thirty days written notice will be given by the City except under circumstances that violate the terms of the contract or any other federal, state or local laws. Under this situation, the bid surety of the awarded bidder will be forfeited and retained by the City of Troy as damages for breach of contract.

**ACREAGE:**

The City of Troy reserves the right to add or delete acreage and sites depending upon need based on the unit price bid for each Proposal.

COMPANY NAME: EQ Grounds, LLC

**PURCHASE ORDER:**

After the Troy City Council has approved the award recommendation; the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

**DOWN-PAYMENTS OR PREPAYMENTS:**

Any proposal submitted which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance as being in conformance with specifications will not be considered for award.

**BIDDER'S GENERAL QUESTIONNAIRE:**

All bidders will fill out completely the attached vendor questionnaire and submit it with the bid proposal.

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and are good faith estimates of the amount of work required. The City will not be penalized for requiring more or less than the stated quantities. The City will pay the quoted price for all work completed during the entire contract period if additional areas are required. The quantities stated will be used for award purposes only. The quantity of mowing areas used will be in accordance with the specifications and meet all parameters of the specifications.

**BID DEPOSIT AND FORFEITURE:**

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

**CONTACT INFORMATION:**

Hours of operation: 7:00am-7:00pm Mon-Sat E-mail Address RSR@eggounds.com

24 Hr. Contact Phone No. 248-942-9954 Pager Number 231-838-6156

**LICENSE:** State of Michigan Business Pesticide Application License #: To Be Provided

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative (see Vendor Questionnaire #4). The City will not allow subcontracting of mowing services.

**DESIGNATED CITY REPRESENTATIVES:**

Kurt Bovensiep, Public Works Director, or his representative, is the designated City representatives for this project.

**LAWS:**

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

COMPANY NAME: EQ Grounds, LLC

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

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

( X ) We can meet the specified insurance requirements.

( ) We cannot meet the specified insurance requirements.

( ) We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

( ) Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements **SHALL** be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

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

**INSURANCE VERIFICATION:**

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

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY,** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: EQ Grounds, LLC



**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds*: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the insurance agent or carrier that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: EQ Grounds, LLC

**SIGNATURE PAGE**

**PRICES:** Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period, to commence on the date of award and expire on December 31, 2019, with an option to renew for two (2) additional years at 2019 prices based upon mutual consent of both parties within 90 days of contract expiration under the same terms and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without a letter of request from the vender and a favorable market survey conducted by the city and a blanket purchase order issued. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** 

**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 81-1997196

COMPANY EQ Grounds, LLC

ADDRESS 4580 Sashabaw Road CITY Waterford STATE MI ZIP 48329

TELEPHONE NUMBER ( 248 ) 942-9954 FAX NUMBER ( 248 ) 942-9954

REPRESENTATIVE NAME: Ronald S. Rose

(Print)

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

PAYMENT TERMS: Cashiers Check – Level One Bank EMAIL: RSR@egggrounds.com

CHECK NUMBER: 028092

**EXCEPTIONS:** Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer. Our provided Bid is based on the three (3) year contract as requested, however, we would offer a five (5%) percent discount if City was able to provide a five (5) year contract and would further LOCK the 3<sup>rd</sup> year rates for years 4 & 5. Purpose for the discount and term extension is to permit better equipment financing. Most of our Equipment (riding mowers, stand on mowers, push mowers, hand held blowers and trimmers) are all Commercial Grade **ELECTRIC** Equipment (Built in USA) and offer an ECO friendly and QUIET alternative.

**ACKNOWLEDGEMENT:**

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

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE** 

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

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

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



**CITY OF TROY  
VENDOR QUESTIONNAIRE**

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

DATE: 02/22/2017  
Month/Date/Year

COMPANY NAME: EQ Grounds, LLC

ESTABLISHED: March 28, 19     or 2016 STATE: Michigan

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation – Michigan Limited Liability Company (LLC)
- d. Joint Venture
- e. Other \_\_\_\_\_

If applicable:

**FORMER COMPANY NAME(S)**

NA

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

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

1. Number of years experience doing this type of work 29.

2. State formal name and legal status of bidder, whether corporation, partnership, or individual. A corporation bidder will give the state in which incorporated, a partnership bidder will give all the names of partners.

EQ GROUNDS, LLC AND MICHIGAN LIMITED LIABILITY COMPANY

3. List all mowing equipment owned by your firm; include make, model number, year and mowing widths.

MEAN GREEN MOWERS – www.meangreenproducts.com built in the USA in Cincinnati, OH. PLEASE REVIEW THE WEBSITE NOTED.

SEE ATTACHED LIST OF EQUIPMENT AS EXHIBIT

**4. If applicable, list all proposed subcontractors to be used in the performance of lawn mowing services as detailed in the attached specifications. (No subcontracting of mowing services allowed)**

Arborist Only – John Perry – ISA Certified Arborist – 21 years. <https://site.google.com/view/arborists-only/home>  
Oakland Outdoors – Wayne Reif – Pesticide applicator, turf grass, right of ways and turf grass – 37 years. [www.oaklandoutdoors.com](http://www.oaklandoutdoors.com)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. UNIFORMS:**

Please describe your company issued uniforms:

Grey button up short sleeve work shirts, grey t-shirts, grey sweatshirts, black fleece zip up jackets all with the EQ Grounds (ECO – neon green) logo. Pants or shorts in black or grey (no jeans). Work boots.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. Professional References – please list at least three (3) clients who have recently had similar work performed by your company. Include contact information and number of years under contract (if you company has ever performed work for the City of Troy, please provide the requested information).**

Entity Name	Address	Contact Name	Phone Number	E-Mail	# of Years
1) CORE Partners	30100 Telegraph Road, Suite 366, Bingham Farms, MI	Jim Powers or Tonya Corbett	248-399-9999		
		<u>ijp@corepartners.net &amp; llc@corepartners.net</u>	<u>2 years</u>		
2) Rehmann	1500 W. Big Beaver, Troy, MI	Randy Rupp	989-797-8309	randy.rupp@rehmann.com	2yrs
3) Hantz Properties, LLC	26200 American Drive, Southfield, MI	Michelle Benmen	248-304-2855	michelle.benman@hantzgroup.com	1yr

**7. Project Manager: Project manager to be assigned to the City's account?**

Name: Ronald S. Rose Title: President

Cellular Phone..... # 231-838-6156  
 Office Phone..... # 248-942-9954  
 Fax..... # 248-942-9954  
 Email..... # RSR@eqgrounds.com

**CREDENTIALS: (Please List)**

President and Team Leader for EQ Grounds since company formation. Prior was head of grounds and maintenance for Nubs Nob, Harbor Springs for 23 years and Boyne Mountain, Boyne City for 2 years. Relocated to SE Michigan to operate and run EQ Grounds and its very UNIQUE offering of a nearly complete fleet of electric (no gas, oil and minimum noise ECO solution) commercial grade mowing and lawn service equipment.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**8. Personnel who would be assigned to this account:**

Provide resumes, copies of applicator certifications, degrees, and/or list any additional training taken to increase expertise in this field for the people listed in this section who will be assigned to the City of Troy account.

TITLE	NAME	SPECIALTY/ DEGREE/ CERTIFICATION	EXPERIENCE (YEARS)
Licensed: <b>Business Pesticide Applicator</b>	<u>Oakland Outdoors – Multiple Certs. (to be provided) Wayne Reif – 37 yrs.</u>		
Certified: <b>Applicator - Turf Grass</b>	<u>Oakland Outdoors – Multiple Certs. (to be provided) Wayne Reif – 37 yrs.</u>		
Certified: <b>Applicator - Right-Of-Ways</b>	<u>Oakland Outdoors – Multiple Certs. (to be provided) Wayne Reif – 37 yrs.</u>		
Certified: <b>Turfgrass Professional – Cool Season Lawns (CTP-CSL)</b>	<u>Oakland Outdoors – Multiple Certs. (to be provided) Wayne Reif – 37 yrs.</u>		
International Society of Arboriculture Certification: <b>Arborist</b>	<u>Arborists Only – John Perry – ISA Certified Arborist - 21 years</u>		
<b>Others:</b>	<u>Not applicable currently – TBD as needed</u>		

Note: Please identify all resumes, copies of certifications and licenses, etc. submitted for individuals in this section with one of the titles listed above.

Attached to the proposal and marked \_\_\_\_\_ for identification.

**9. List all contract commitments your firm has been engaged to perform for 2017/2019. Give organization name, name of contract and value of contract.**

ORGANIZATION	CONTRACT	VALUE
Hantz Properties, LLC	Commercial Building and 3 commercial land parcels	\$20,000.00 (1 yr value)
CORE Partners Associates, LLC	Multiple Commercial Buildings	\$75,000.00 (1 yr value)
Multiple Residential Associations		\$30,000.00 (1 yr value)

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: \_\_\_\_\_

Company:	<u>EQ Grounds, LLC</u>
Address:	<u>4580 Sashabaw Road</u> <u>Waterford, MI 48329</u>
Phone Number:	<u>248-942-9954</u>
Representative's Name:	<u>Ronald S. Rose</u> (print)
Date:	<u>2/22/17</u>

## EQ Grounds, LLC – Equipment List

**MEAN GREEN MOWERS – [www.meangreenproducts.com](http://www.meangreenproducts.com) built in the USA in Cincinnati, OH. PLEASE REVIEW THE WEBSITE NOTED HEREIN. AMAZING EQUIPMENT** offering all electric, ECO friendly service. Most of our Equipment (Riding Mowers, Stand On Mowers, Push Mowers, Hand Held Blowers, Edgers and Trimmers) are all Commercial Grade Electric Equipment (Built in USA) and offer an ECO friendly and QUIET alternative.

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Mowing Width</b>	<b>Qty</b>
Mean Green	CXR-60	2017	60" width	2
Mean Green	CXR-52	2016	52" width	2
Mean Green	CXR-48 Stalker	2016/17	48" width	2
Mean Green	MGP-20 Push	2016/17	20" width	4
Mean Green	WBX-33HD	2017	33" width	2
Mean Green	MGP-PH String Trimmer	2016/17		6
Mean Green	Blast Backpack Blower	2016/17		6
EX Mark	Lazer Z LZS740PKC72400	2017	72" width	4
Caterpillar	249D Track Steer	2016	Brush Hog, Grapple	1
Volvo	MC85C Loader	2014	Landscape rake	1
Load Trail	Dump trailer	2016		1
EX Mark	Lazer Z	2014	60" width	1
Toro	ZTR	2012	48" width	1
Stihl	FS90 Trimmer	2012-2016		6
Stihl	FC110	2012-2016		4



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/20/2017

**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 Sweet Insurance Agency 30100 Telegraph Road Suite 150 Bingham Farms, MI 480254517	CONTACT NAME: Kristopher Butler	FAX (AG. No.): (248) 723-8234	
	PHONE (AG. No. Ext): 248-723-6000	E-MAIL ADDRESS: kbutler@sweetinsurance.com	
INSURED EQ Grounds LLC 4580 Sashabaw Road Waterford, MI 48329	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Hanover Insurance Company		HAN
	INSURER B: The Hartford		11000
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES      CERTIFICATE NUMBER:      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. SUBR. INSD. / 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		ODBD001230	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ODBD001230	08/01/2016	08/01/2017	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		ODBD001230	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED. RETENTION \$					
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 <input type="checkbox"/> N/A	35WECIB1033	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER  *Insureds Copy*  For Bidding	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 <i>Kristopher Butler</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

<b>Name of Person or Organization:</b>
City of Troy, MI

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II – LIABILITY:**

**A. The following is added to SECTION II – LIABILITY, C. Who is an Insured:**

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. The following is added to SECTION II – LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
- COMMERCIAL PROPERTY COVERAGE PART
- BUSINESS AUTO COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF TROY PURCHASING MANAGER 500 WEST BIG BEAVER TROY, MI 48084	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



**OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY  
(ADDITIONAL INSURED) ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to SECTION III - COMMON POLICY CONDITIONS:

**M. Other Insurance**

**1. Additional Insureds**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II - LIABILITY, Part C - Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under SECTION II - LIABILITY, Part A. Coverages, Paragraph 1., Business Liability our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

**b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability.

When this insurance is excess, we will have no duty under SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (2) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (3) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not

described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.