

e) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –  
Holiday Lights

Resolution #2019-08-089-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposal A and B to install and remove holiday lights on Spruce trees in the Big Beaver median from Coolidge Highway to Rochester Road as specified to *Landscape Services Inc., of Clinton Twp., MI*, for an estimated total of \$31,495.00; at unit prices contained in the bid tabulation opened July 11, 2019; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

# PURCHASE ORDER

No. 2020-00000203  
 DATE: 08/13/2019  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**Bill To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**COUNCIL RESOLUTION**  
 2019-08-089-J-4e

**VENDOR NO.** 171509

**Vendor**  
 LANDSCAPE SERVICES, INC.  
 22932 RASCH DRIVE  
 CLINTON TOWNSHIP, MI 48035

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Holiday Lights Installation/Removal Install and remove holiday lights on Spruce Trees in the Big Beaver median from Coolidge Highway to Rochester Road as per all bid specifications and pricing in accordance with ITB-COT 19-31. Installation shall occur no later than November 15, 2019 and removal shall occur no later than March 1, 2020 unless additional time is granted in writing by the City. City Contact: Dennis Trantham, Facilities and Grounds Operations Manager at 248 524 3503 or dennistrantham@troymi.gov.	31,495.0000	\$31,495.00

Entered By: MaryBeth Murz

\$31,495.00

**Special Instructions:**

City Council Award Date: 8/5/2019. CERTIFICATE OF INSURANCE AND ENDORSEMENT SHALL BE ON FILE FOR DURATION OF 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*

Opening Date: 07/11/2019  
 Date Reviewed: 07/11/2019

CITY OF TROY  
 BID TABULATION  
 HOLIDAY LIGHTS

ITB-COT 19-31  
 Page 1 of 1

VENDOR NAME:	Landscape Services, Inc.	Shamo Landscaping & Services, Inc.	Decima
CITY:	Clinton Township, MI	Sterling Heights, MI	Detroit, MI
CHECK #:	001390568	001385573	No Check

**PROPOSAL: FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY**

**PROPOSAL A:**

**DESCRIPTION:** Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median

<b>TOTAL PROPOSAL A:</b>	<b>\$31,495.00</b>	<b>\$31,500.00</b>	<b>\$292,500.00</b>
--------------------------	--------------------	--------------------	---------------------

**DESCRIPTION:** Installation and Removal of Holiday Lights on additional trees on municipal property

<b>UNIT PRICE PROPOSAL B:</b>	<b>\$150.00</b>	<b>\$200.00</b>	<b>\$1,200.00</b>
-------------------------------	-----------------	-----------------	-------------------

Hours of Operation:	8AM-6PM	9AM-8PM	7AM-5PM
<b>Contact Information:</b>			
24 Hour Phone #:	586-741-5296	586-822-2181	586-431-5799
Site Inspection:	Y or N	Y	Y
Meet Completion Schedule:	Y or N	Y	Y
References:	Y or N	Y	Y
Can Meet Insurance:	Y or N	Y	Y
Payment Terms:	Y or N	NET 30	1/2 ON INSTALL 1/2 ON REMOVAL
Warranty:	Y or N	NONE	SATISFACTION GAURENTEED
Exceptions:	Y or N	NONE	AS REQUIRED
Acknowledgement:	Y or N	Y	NONE
		Y	Y

**ATTEST:**

Laura Campbell  
Sue Reisterer  
Jackie Ahlstrom  
Kristine Kallek

MaryBeth Murz,  
 Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 19-31
Page 1 of 7

The undersigned proposes to FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: LANDSCAPE SERVICES, INC.

Table with 4 columns: Proposal, Description, Unit Price, Total. Row 1: Proposal A, Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median, [Redacted], \$ 31,495.00. Row 2: Proposal B, Installation and Removal of Holiday Lights per tree on additional trees on municipal property, \$ 150.00, [Redacted].

Installation shall be completed no later than November 15, 2019. Removal shall begin no earlier than March 1, 2020 and be completed no later than April 1, 2020 unless additional time is granted in writing by the City.

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

Estimates given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during the mandatory site inspection(s). Any discrepancies in the measurements must be brought to the City's attention.

INFORMATION:

For additional general information or questions concerning this project please contact MaryBeth Murz, Purchasing Manager, at (248) 680-7291 between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Dennis Trantham, Facilities and Grounds Operations Manager at (248) 524-3503 (Dennis.Trantham@troymi.gov) is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: 8:00am-6:00pm 24 Hour Phone No. 586-741-5296

Contact Person: Bret Steiner Phone No. 586-216-2230

COMPANY NAME: 586-216-2230

**SITE INSPECTION:**

All bidders are required to examine the Big Beaver Median site to determine the amount of work to be done in accordance with the specifications. If a bidder does not conduct a site inspection, that bidder is not eligible to submit a bid. Contact **Mr. Dennis Trantham** at **(248) 524-3503** or **Dennis.Trantham@troymi.gov** to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

- ( x ) Our company visited the site on July 2, 2019.  
( ) Our company did not visit the site.

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**APPROVED ALTERNATES:**

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as acceptability will be deemed in the City of Troy's best interest and will be final.

**MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

**INSTALLATION:**

Holiday Lights are not to be delivered to the site until installation is to commence.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, submission of the schedule of values, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City's best interest.

COMPANY NAME: LANDSCAPE SERVICES, INC.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**BID DEPOSIT AND FORFEITURE:**

The bid deposit of the lowest bidder 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 or fair competition.

**CONTRACT FORMS:**

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

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

**PURCHASE ORDER:**

After the Troy City Council has approved the award recommendation and acceptable insurance is received, 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.

**COMPLETION DATE:**

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by November 15, 2019. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

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

\_\_\_\_\_

Work shall commence 15 calendar days after notice to proceed.

COMPANY NAME: LANDSCAPE SERVICES, INC.

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: City of St. Clair Shores  
ADDRESS: 27600 Jefferson Circe, St. Clair Shores, MI  
PHONE: 586-447-3342 CONTACT: Chris Rayes  
EMAIL: chris@scs.net

COMPANY: Beaumont Hospital -Grosse Pointe  
ADDRESS: 468 Cadieux, Grosse Pointe, MI  
PHONE: 313-343-1535 CONTACT: Tom Kwiatkowski  
EMAIL: tkwiatkowski@beaumont.edu

COMPANY: City of Troy  
ADDRESS: 500 W. Big Beaver Rd, Troy, MI  
PHONE: 248-680-7291 CONTACT: Kurt Bovensiep  
EMAIL: k.bovensiep@troymi.gov

**IMPORTANT:**

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

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

COMPANY NAME: LANDSCAPE SERVICES, INC.

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: LANDSCAPE SERVICES, INC.



**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: LANDSCAPE SERVICES, INC.

**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 through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Bret J Steiner

**NOTE:**

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

TAX ID: 38-3229244

COMPANY: Landscape Services, Inc.

ADDRESS: 22932 Rasch Drive CITY: Clinton Township STATE: MI ZIP: 48035

PHONE: (586) 741-5296 FAX NUMBER: (586) 741-4600

REPRESENTATIVE NAME: Bret Steiner

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Bret J Steiner

PAYMENT TERMS: Net 30 days WARRANTY: \_\_\_\_\_

CHECK INCLUDED: \$2250.00 E-MAIL: bret@lsmichigan.com

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS.

**EXCEPTIONS:**

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

**ACKNOWLEDGEMENT:**

I, Bret Steiner, 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: Bret J Steiner

**IMPORTANT:**

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

**NOTE:**

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

**U.S. FUNDS:**

All prices are to be quoted in U. S. Currency.



## Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

---

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Bret Steiner, bearing the office title of Landscape Supervisor/Estimator, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

Paul Doppke \_\_\_\_\_

Lenny Schafer \_\_\_\_\_

Troy Lenk \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

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

Bret Steiner \_\_\_\_\_



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Bret Jeremy Steiner, being duly sworn deposed, says that he  
(Print Full Name)  
is Landscape Supervisor/Estimator. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Bret Jeremy Steiner  
SIGNATURE OF PERSON SUBMITTING BID

Sandra A Schaffer  
NOTARY'S SIGNATURE

SANDRA A SCHAFFER  
Notary Public, State of Michigan  
County Of Macomb  
My Commission Expires 07-14-2023  
Acting in the County of Macomb

Subscribed and sworn to before me this 8th  
day of July, 2019  
in and for MACOMB County.

My commission expires: 7-14-23

\_\_\_\_\_



**CERTIFICATION REGARDING**

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

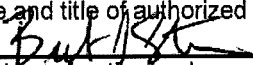
**I am able to certify to the above statements.**

Landscape Services, Inc.

Name of Agency/Company/Firm (Please Print)

Bret Steiner, Landscape Supervisor/Estimator

Name and title of authorized representative (Please Print)

  
Signature of authorized representative

7-8-19

Date

**I am unable to certify to the above statements. Attached is my explanation.**

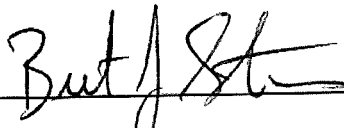


**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**


Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	Landscape Services, Inc.
Street Address	22932 Rasch Road
City	Clinton Township
State, Zip	Michigan, 48035
Corporate I.D. Number/State	38-3229244
Taxpayer I.D. #	38-3229244

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: Bret Steiner

Witness Signature: 

Printed Name of Witness: Troy Lenk



**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of LANDSCAPE SERVICES, INC. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of LANDSCAPE SERVICES, INC. and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

NONE

**BIDDER:**

LANDSCAPE SERVICES, INC.

By: Burt J. Ste...

Its: Supervisor/Estimator

STATE OF MICHIGAN )

)ss.

COUNTY OF MACOMB )

This instrument was acknowledged before me on the 8<sup>th</sup> day of JUL, 2019, by

[Signature]

SANDRA A SCHAFFER  
Notary Public, State of Michigan  
County Of Macomb  
My Commission Expires 07-14-2023  
Acting in the County of MACOMB



June 28, 2019  
Addendum 1  
ITB-COT 19-31  
Holiday Lights  
Page 1 of 3

**To All Bidders:**

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 19-31, Holiday Lights**. The CHANGES will be considered an integral part of the original proposal documents.

Clarifying questions:

**QUESTION:** Approximately, when is the bid awarded?

**ANSWER:** A Purchase Order will be issued upon City Council approval. It is the City's intent to take the recommendation to City Council for approval at either the July 22<sup>nd</sup> or August 8<sup>th</sup> meeting.

**QUESTION:** Is the Cashier's Check, bid bond, made out to the City of Troy?

**ANSWER:** As per the Bid Specifications detailed below Bid bonds are not accepted. Include a cashier's check, certified check or money order payable to the City of Troy.

A cashier's check, certified check, or money order in the **amount of \$2,250.00** must accompany the bid to insure the bid. **BID BONDS ARE NOT ACCEPTABLE.** The bid deposit of the successful bidder will be retained as performance surety until successful completion and acceptance of all contract requirements. The bid surety will be forfeited, if acceptable insurance is not received in accordance with specifications. All other bidders will have their bid deposits returned after the bid has been opened for at least 72 hours.

**QUESTION:** What sort of permit do we need to work on Sunday? And where do we get it?

**ANSWER:** It is just a work permit allowing you to work on Sunday. There would be no cost involved as you are performing work for the City of Troy. The City would assist you in getting the permit from the building department.

**QUESTION:** Project needs to be done by November 15, but when can we start?

**ANSWER:** Typically the awarded contractor would start about Nov. 1<sup>st</sup>. Although, note last year the awarded contractor started later. The install takes approximately a week to complete.

**QUESTION:** There are approximately 4,000+ strands of lights. Are they rolled neatly into approximately 65 18 gallon totes? Do ALL the lights work? If they don't work what is the replacement procedure and what sort of delays could we expect? What is the approximately length of each strand (important)? Are the lights LEDS?

**ANSWER:** The lights are currently stored on reels. The City of Troy believes that all the lights work. If there is a need for replacement there are replacement strands at the Department of Public Works. The strands are 17' in length and have approximately 50 LED lights per strand.

**QUESTION:** Safety barrier clarification - the "Island of trees" that we are working at - we have to barricade that off?

**ANSWER:** The contractor is required to make sure that your staff is protected by following the required rules and regulations. The awarded contractor is required to follow all rules and regulations regarding traffic.



**QUESTION:** Are all the outlets in good working condition? Does the City of Troy ensure that those are ON during time of install?

**ANSWER:** All outlets are in working condition and are on all the time. If the contractor comes to a receptacle that is not working they will notify the City and the City will have it repaired.

**QUESTION:** Any idea how long it has taken contractors to complete the full job in the past?

**ANSWER:** This year and last year it took approximately 1 weeks' time (weather related).

**QUESTION:** Did they all use poles, ladders, etc. with no cherry lift?

**ANSWER:** The contractors have used both poles and ladders. Lifts have been utilized from the turn lanes on occasion.

**QUESTION:** Can the City provide some further detail on proposal B?

**ANSWER:** What the cost per tree would be should the City of Troy desire to add additional trees at any location.

**QUESTION:** Would the awarded Contractor provide all the additional material in that instance?

**ANSWER:** The City would provide the additional lights if required.

**QUESTION:** Does the City desire swirled or branch wrapping of the trees?

**ANSWER:** The City desires Swirling.

**QUESTION:** What kind of trees are they?

**ANSWER:** The trees are various evergreen and/or deciduous.

**QUESTION:** How tall and wide are the trees?

**ANSWER:** The trees vary in size; short or tall, narrow or wide. It is encouraged to visit the site of the install. Note, that this question is in reference to Proposal B. Proposal B pricing is for the installation and removal of lights if in the event the City would need *additional* trees. This is only in the event that there was a desire to add additional trees for an event such as the City of Troy "Winter Wonderland".

**QUESTION:** What have people bid in the past?

**ANSWER:** If requesting previous bids and bid pricing; submit a FOIA request to the City Clerk.

**QUESTION:** What issues have you had in the past? All lights taped, etc...

**ANSWER:** GFCI tripping due to connections not being sealed and poorly wrapped trees.

**QUESTION:** What does a typical install day look like?

**ANSWER:** It is up to the contractor to orchestrate their work day. We will make the lights available to the contractor as they deem necessary. Often times they will take all the lights at once. The actual process is on the contractor.

**QUESTION:** Does the Invitation to Bid say anything about payment?

**ANSWER:** The City of Troy will pay the awarded contractor upon completion of the install and removal of lights and as per the awarded Contractor's stated payment terms which is typically Net30 Days. The Bid Deposit check will also be held for duration of install and removal and will be returned upon successful completion of the contract.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 19-31, **Holiday Lights**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, July 11, 2019 at 10:00 A.M., **EDT** in the Office of the City Clerk.

COMPANY: Landscape Services, Inc.

NAME OF REPRESENTATIVE: Bret Steiner

SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print) 

ADDRESS: 22932 Rasch Drive  
Clinton Township, MI 48035

DATE: July 8, 2019



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: July 29, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
MaryBeth Murz, Purchasing Manager *MBM*  
Lisa Burnham, Accounting Manager  
Kurt Bovensiep, Public Works Director *KB*  
Dennis Trantham, Facilities and Grounds Operations Manager *DT*

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Holiday Lights

## History

- For two years beginning in 2013, the Kiwanis Club organized the holiday lighting of 25-30 Spruce Trees in the median of Big Beaver in the Troy Downtown Development Authority boundary, which included spaced out locations between Coolidge and Rochester Road.
- In 2016, the City of Troy encouraged the holiday tree lighting and promoted the increase of trees to be decorated.
- The City of Troy decided to install lights on additional trees with lights provided by the Kiwanis and purchase lights and install them on additional trees.
- The goal was to light all Spruce Trees between Rochester Rd. and Coolidge Highway in the Big Beaver median.
- The City of Troy staff continues to receive several compliments on the city's efforts to provide a traditional decorated look for the holiday season along the corridor.
- It is anticipated that the lights will remain on beginning November 15th through the last day in February.

## Purchasing

- On July 11, 2019 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements for the Installation of Holiday Lights. The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. Three Hundred and twelve (312) vendors were notified via the MITN website. Three (3) bids were received. Below is a detail summary of the vendor responses.

- Cost of operating lights \$ 2,524. -
- Holiday lights receive power from the street lights; which is paid out of that acct.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing (continued)

<b>Companies notified via MITN</b>	312
Troy Companies notified via MITN	12
Troy Companies - Active email Notification	11
Troy Companies - Active Free	1
<b>Companies that viewed the bid</b>	29
Troy Companies that viewed the bid	0

*MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. Active MITN **non-paying** members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.*

### Financial

Funds for the Lights of Hope installation is budgeted in the Parks Division - Civic Center Maintenance account 101.751.30.756.7802.070 in the amount of \$45,000.00.

### Recommendation

City management recommends awarding a contract to install holiday lights on the Spruce Trees located in the Big Beaver median from Coolidge to Rochester and any additional lighting City Management adds under Proposal B to the low bidder meeting specifications; *Landscape Services, Inc. of Clinton Twp., MI* for an estimated total cost of \$31,495.00 at unit prices contained in the bid tabulation opened July 11, 2019 not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

Opening Date: 07/11/2019  
 Date Reviewed: 07/11/2019

CITY OF TROY  
 BID TABULATION  
 HOLIDAY LIGHTS

VENDOR NAME:	Landscape Services, Inc.	Shamo Landscaping & Services, Inc.	Decima
CITY:	Clinton Township, MI	Sterling Heights, MI	Detroit, MI
CHECK #:	001390568	001385573	No Check

**PROPOSAL: FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY**

**PROPOSAL A:**

**DESCRIPTION:** Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median

<b>TOTAL PROPOSAL A:</b>	<b>\$31,495.00</b>	<b>\$31,500.00</b>	<b>\$292,500.00</b>
--------------------------	--------------------	--------------------	---------------------

**DESCRIPTION:** Installation and Removal of Holiday Lights on additional trees on municipal property

<b>UNIT PRICE PROPOSAL B:</b>	<b>\$150.00</b>	<b>\$200.00</b>	<b>\$1,200.00</b>
-------------------------------	-----------------	-----------------	-------------------

Hours of Operation:	8AM-6PM	9AM-8PM	7AM-5PM
<b>Contact Information:</b>			
24 Hour Phone #:	586-741-5296	586-822-2181	586-431-5799
Site Inspection:	Y or N	Y	Y
Meet Completion Schedule:	Y or N	Y	Y
References:	Y or N	Y	Y
Can Meet Insurance:	Y or N	Y	Y
Payment Terms:	Y or N	NET 30	1/2 ON INSTALL 1/2 ON REMOVAL NET 30
Warranty:	Y or N	NONE	SATISFACTION GAURENTEED AS REQUIRED
Exceptions:	Y or N	NONE	NONE
Acknowledgement:	Y or N	Y	Y

**ATTEST:**

Laura Campbell  
Sue Reisterer  
Jackie Ahlstrom  
Kristine Kallek



MaryBeth Murz,  
 Purchasing Manager

**Standard Purchasing Resolution 2 – Low Bidder Meeting Specifications – Holiday Lights**

RESOLVED, That Troy City Council hereby AWARDS a contract for Proposal A and B to install and remove holiday lights on Spruce trees in the Big Beaver median from Coolidge Highway to Rochester Road as specified to *Landscape Services Inc., of Clinton Twp., MI*, for an estimated total of \$31,495.00; at unit prices contained in the bid tabulation opened July 11, 2019, a copy of which shall be ATTACHED to the original Minutes of this meeting.

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



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: July 29, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
MaryBeth Murz, Purchasing Manager  
Lisa Burnham, Accounting Manager  
Kurt Bovensiep, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Holiday Lights

## History

- For two years beginning in 2013, the Kiwanis Club organized the holiday lighting of 25-30 Spruce Trees in the median of Big Beaver in the Troy Downtown Development Authority boundary, which included spaced out locations between Coolidge and Rochester Road.
- In 2016, the City of Troy encouraged the holiday tree lighting and promoted the increase of trees to be decorated.
- The City of Troy decided to install lights on additional trees with lights provided by the Kiwanis and purchase lights and install them on additional trees.
- The goal was to light all Spruce Trees between I-75 and Coolidge Highway in the Big Beaver median.
- The City of Troy staff continues to receive several compliments on the city's efforts to provide a traditional decorated look for the holiday season along the corridor.

*Roch. Rd.*

*It's not lights will remain beg Nov 15 - end of Feb.*

## Purchasing

- On July 11, 2019 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements for the Installation of Holiday Lights. The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). Three Hundred and twelve (312) vendors were notified via the MITN website. Three (3) bids were received. Below is a detail summary of the vendor responses.

<b>Companies notified via MITN</b>	312
Troy Companies notified via MITN	12
Troy Companies - Active email Notification	11
Troy Companies - Active Free	1
<b>Companies that viewed the bid</b>	29
Troy Companies that viewed the bid	0

*MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.*



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds for the Lights of Hope installation is budgeted in the Parks Division - Civic Center Maintenance account 101.751.30.756.7802.070 in the amount of \$45,000.00.

### **Recommendation**

City management recommends awarding a contract to install holiday lights on the Spruce Trees located in the Big Beaver median from Coolidge to Rochester and any additional lighting City Management adds under Proposal B to the low bidder meeting specifications; *Landscape Services, Inc. of Clinton Twp., MI* for an estimated total cost of \$31,495.00 at unit prices contained in the bid tabulation opened July 11, 2019 not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.



**Standard Purchasing Resolution 2 – Low Bidder Meeting Specifications – Holiday Lights**

RESOLVED, That Troy City Council hereby AWARDS a contract for Proposal A and B to install and remove holiday lights on Spruce trees in the Big Beaver median from Coolidge Highway to Rochester Road as specified to *Landscape Services Inc., of Clinton Twp., MI*, for an estimated total of \$31,495.00; at unit prices contained in the bid tabulation opened July 11, 2019, a copy of which shall be ATTACHED to the original Minutes of this meeting.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/12/2019

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> Capital Insurance Group 1263 West Square Lake Road Bloomfield Hills MI 48302	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 248-333-2500      FAX (A/C, No): 248-333-2504 E-MAIL ADDRESS: certificates@cap-ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Landscape Services Inc. 22932 Rasch Drive Clinton Twp MI 48035-3734	LANDSER-03	INSURER A : Motorists Mutual Ins Co      14621
		INSURER B : Midwest Employers Casualty Co      23612
		INSURER C :
		INSURER D :
		INSURER E :

**COVERAGES**      **CERTIFICATE NUMBER:** 164245951      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3330598010	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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	Y		3330598010	2/28/2019	2/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			3330598010	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LAND14H	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)  
 Additional Insured: City of Troy with respect to General Liability and Work performed by the Named Insured. Coverage provided is Primary and Non-Contributory. A 30 day notice of cancellation applies. SEE ATTACHED CG 7037 (10-06)

<b>CERTIFICATE HOLDER</b>  City of Troy 4695 Rochester Rd Troy MI 48085	<b>CANCELLATION</b>  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 

## Additional Insured Contractors - Automatic Status When Required In Written Contract With You

CG 7037 (10-06)

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured; or

3. When required in a written contract, "your work" included within the "products-completed operations hazard."

- B.** With respect to the insurance afforded to these additional insureds, the following exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

2. Any negligent act or omission committed by any additional insured.

Exclusion B.2. does not apply to liability assumed by you in a written contract that is an "insured contract."

3. "Bodily injury," "property damage" or "personal and advertising injury" that occurs prior to the execution of the written contract.
4. "Your work" completed prior to the effective date of this endorsement and included in the "product-completed operations hazard."
5. "Bodily injury" or "property damage" caused by "your work" included within the "products-completed hazard," when not required in a written contract.

- C.** The limits of insurance applicable to the additional insured are those specified in the written contract or in the Declarations for this Coverage Form, whichever are less. If no limits are specified in the written contract, the limits applicable to the additional insured are those specified in the Declarations for this Coverage Form. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. Section IV - Commercial General Liability Conditions, 4., Other Insurance** is amended to include:

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether the other insurance is primary, excess, contingent or on any other basis unless the written contract between you and the additional insured requires this insurance to be primary.

### All Other Terms And Conditions Of The Policy Remain Unchanged

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Copyright, ISO Properties, Inc., 2004

Motorists Mutual Insurance Company

CG 7037 (10-06)