

CITY COUNCIL MINUTES

March 21, 2022

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Fertilizer/Herbicide Application Services

Resolution #2022-03-045-J-4f

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract for Fertilizer/Herbicide Application Services to the low bidder meeting specifications, *Green Meadows Lawnscape, Inc. of Rochester Hills, MI*, for an estimated annual cost of \$26,470.40, at prices contained in the bid tabulation opened March 10, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, not to exceed budgetary limitations, with the contract expiring December 31, 2024.

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

BLANKET ORDER

No. 2022-00001174
 DATE: 03/25/2022
 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

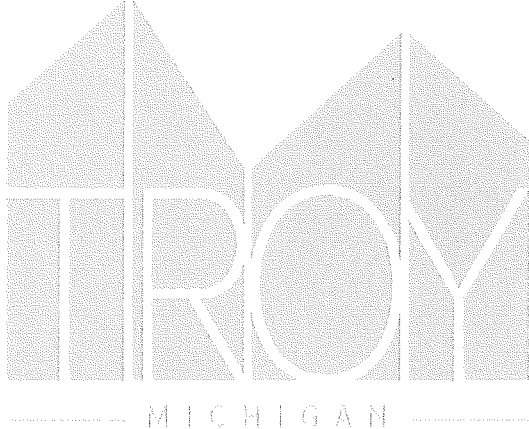
COUNCIL RESOLUTION
 2022-03-045-J-4f

VENDOR NO. 163038

FERTILIZER SERVICES

Vendor
 GREEN MEADOWS LAWNSCAPE INC
 2359 AVON INDUSTRIAL DRIVE
 ROCHESTER HILLS, MI 48309

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2	Each	Proposal A - Spring/Fall Application	5,772.8000	\$11,545.60
4	Each	Proposal B - Athletic Field Applications	3,731.2000	\$14,924.80
				

Entered By: Andrew Chambliss

\$26,470.40

Special Instructions:

Council Award Date: 3/21/2022 Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Fertilizer/Herbicide Application Services

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.



CITY OF TROY
 BID TABULATION
 FERTILIZER/HERBICIDE APPLICATION SERVICES

VENDOR NAME:	Green Meadows Lawnscape, Inc.	TruGreen and Action Pest Control	Green World
CITY:	Rochester Hills, MI	Rochester Hills, MI	Troy, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00	\$1,500.00
CHECK #:	35836848	723118808	517027172-9

Proposal: THREE-YEAR REQUIREMENTS OF FERTILIZER / HERBICIDE APPLICATION SERVICES

Proposals		Description	Pricing			Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application			Cost per acre per application		
			2022	2023	2024	2022	2023	2024	2022	2023	2024
A	90.2 acres	Spring Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
		Fall Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
Estimated 3 Year Total - Proposal A:			\$34,636.80			\$77,211.20			\$75,768.00		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$64.00	\$64.00	\$64.00	\$129.00	\$135.00	\$135.00	\$135.00	\$140.00	\$145.00
		Spring Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
		Summer Application Fertilizer and Grub Control	\$64.00	\$64.00	\$64.00	\$207.00	\$217.00	\$217.00	\$220.00	\$230.00	\$240.00
		Fall Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
Estimated 3 Year Total - Proposal B:			\$44,774.40			\$110,536.80			\$113,685.00		
Estimated Annual Total Proposal A & B:			\$26,470.40	\$26,470.40	\$26,470.40	\$60,574.80	\$63,586.60	\$63,586.60	\$60,791.50	\$63,151.00	65510.5
Est. Grand Total 3 Year Proposal A & B:			\$79,411.20			\$187,748.00			\$189,453.00		
Site Inspection:	Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Contact Information:	Hours of Operation:	7:30AM -6:30PM	M-F 8-5	Sat 9-2	6AM - 7PM						
	24 Hr. Phone No.:	586-707-1499	248-379-9005	248-589-0000							
Pesticide Application License #:		630375	630013	630472							
References:	Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Can meet Completion Schedule:	Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Insurance Met:	Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Proposed Herbicide Information:	Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
SDS Sheet/Sample of labels:	Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Payment Terms:		Net 30	60 Day Net	Net 30 days							
Warranty:		Not Specified	30 Days	Not Specified							
Acknowledgement:	Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Exceptions:	Y/N	None	Providing Insurance Certificates may require additional time			None			None		
Bidder Questionnaire completed:	Y/N	Y	Y	Y	Y	Y	Y	Y	N		
Forms:	Y/N	Y	Y	Y	Y	Y	Y	Y	Missing Legal Status of Bidder		

Opening Date: 03/10/2022
 Date Reviewed: 03/10/2022

CITY OF TROY
 BID TABULATION
 FERTILIZER/HERBICIDE APPLICATION SERVICES

ITB-COT 22-10
 PAGE 2 OF 2

VENDOR NAME:	Owen Tree Service	Premier Group Associates, LC
CITY:	Attica, MI	Detroit, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00
CHECK #:	2258761	2015542655

Proposal: THREE-YEAR REQUIREMENTS OF FERTILIZER / HERBICIDE APPLICATION SERVICES

Proposals		Description	Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application		
			2022	2023	2024	2022	2023	2024
A	90.2 acres	Spring Application Liquid Weed and Feed	\$147.00	\$150.00	\$153.00	\$200.00	\$208.00	\$216.35
		Fall Application Liquid Weed and Feed	\$147.00	\$150.00	\$153.00	\$200.00	\$208.00	\$216.35
Estimated 3 Year Total - Proposal A:			\$81,180.00			\$112,632.74		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$163.00	\$166.00	\$169.00	\$195.00	\$202.80	\$210.95
		Spring Application Liquid Weed and Feed	\$163.00	\$166.00	\$169.00	\$200.00	\$208.00	\$216.95
		Summer Application Fertilizer and Grub Control	\$163.00	\$166.00	\$169.00	\$180.00	\$187.20	\$194.70
		Fall Application Liquid Weed and Feed	\$163.00	\$166.00	\$169.00	\$200.00	\$208.00	\$216.35
Estimated 3 Year Total - Proposal B:			\$116,133.60			\$141,083.09		
Estimated Annual Total Proposal A & B:			\$64,530.40	\$65,771.20	\$67,012.00	\$81,262.50	\$84,513.00	\$87,940.33
Est. Grand Total 3 Year Proposal A & B:			\$197,313.60			\$253,715.83		
Site Inspection:	Y/N	Y	Y			Y		
Contact Information:	Hours of Operation:	7AM - 5PM	7AM - 6PM			7AM - 6PM		
	24 Hr. Phone No.:	810-724-6651	Not Specified			Not Specified		
Pesticide Application License #:		440003	820389			820389		
References:	Y/N	Y	Y			Y		
Can meet Completion Schedule:	Y/N	Y	Y			Y		
Insurance Met:	Y/N	Y	Y			Y		
Proposed Herbicide Information:	Y/N	Y	Y			Y		
SDS Sheet/Sample of labels:	Y/N	Y	Y			Y		
Payment Terms:		Net 30	Net 30			Net 30		
Warranty:		As specified in bid specs	Not Specified			Not Specified		
Acknowledgement:	Y/N	Y	Y			Y		
Exceptions:	Y/N	"We apply granular lawn fertilizers and liquid weed control"	None			None		
Bidder Questionnaire completed:	Y/N	Y	Y			Y		
Forms:	Y/N	Y	Y			Y		

ATTEST:
 (*Bid Opening conducted via a Zoom Meeting)
 Scott Carruthers
 Laura Campbell
 Heather Chomiak
 Andrew Chambliss
 Jackie Ahlstrom

Emily Frontera
 Purchasing Manager



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 22-10

Page 1 of 8

The undersigned proposes to furnish **THREE YEAR REQUIREMENTS OF FERTILIZER / HERBICIDE APPLICATION SERVICES** in accordance with the attached specifications, which are to be considered an integral part of this proposal at the following prices.

COMPANY NAME: Green Meadows Lawnscape, Inc.

Proposals		Description	Pricing	Pricing	Pricing
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application	Cost per acre per application	Cost per acre per application
			2022	2023	2024
A	90.2 acres	Spring Application Liquid Weed and Feed	\$ 64.00	\$ 64.00	\$ 64.00
		Fall Application Liquid Weed and Feed	\$ 64.00	\$ 64.00	\$ 64.00
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$ 64.00	\$ 64.00	\$ 64.00
		Spring Application Liquid Weed and Feed	\$ 64.00	\$ 64.00	\$ 64.00
		Summer Application Fertilizer and Grub Control	\$ 64.00	\$ 64.00	\$ 64.00
		Fall Application Liquid Weed and Feed	\$ 64.00	\$ 64.00	\$ 64.00

Note: The number of applications may be increased depending upon weather conditions.

UNIT PRICES:

Unit prices (cost per acre) shall prevail. The City of Troy Purchasing Department will correct all extension errors.

ACREAGE:

The City of Troy reserves the right to add or delete acreage depending upon need. Even though the acreage figures are reasonably accurate, the totals may vary and are therefore estimated. It is important that each bidder verify the sites.

INFORMATION:

For general information or questions about the specifications, please contact Dennis Trantham, Facilities and Grounds Operations Manager at 248-524-3503 or Dennis.Trantham@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

ESTIMATED QUANTITIES:

Quantities stated are estimated and 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 and or applications are required. The quantities stated will be used for award purposes only. The quantity of fertilizer/herbicide used will be in accordance with the specifications and meet all parameters of the specifications.

APPLICATION SERVICES:

Application of product shall be in accordance with manufacturer's instructions and all local, state, and/or federal regulations. The city designee will assist the Contractor to develop the application schedules for the respective locations with the successful bidder(s).

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 omissions in his/her bid proposal. Contact Dennis Trantham at (248) 524-3503 to arrange a site visit at the various locations or request additional information between the hours of 8:00 am-4:00 pm, Monday through Friday.

- (X) Our company visited the sites on Last 6 seasons.
- () Our company did not visit the sites.

BIDDER'S GENERAL QUESTIONNAIRE:

All bidders shall fill out completely the attached general questionnaire and submit it with the bid proposal.

AWARD:

The evaluation and award of this bid shall be a combination of factors including, but not limited to: bid price, professional competence, references, submission of SDS sheets, equipment, and the correlation of the proposal submitted to meeting the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest total responsible bidder(s) meeting specifications for all three years or for each year or by proposal, whatever is deemed to be in the City's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

PURCHASE ORDER: Once acceptable bonds and insurance are received, the successful bidder(s) will receive a purchase order issued from the City of Troy, which will create a bilateral contract issued between the City of Troy and the successful bidder. The purchase order shall commit the bidder(s) to perform the contract in accordance with specifications. A contract document will not be issued.

CONTACT INFORMATION:

Hours of operation: 7:30AM - 6:30PM 24 Hr. Contact Phone No. (586)707-1499

LICENSE:

State of Michigan Business Pesticide Application License #: 630375

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 of 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.

COMPANY NAME: Green Meadows Lawnscape, Inc.

PUBLIC ACT 57:

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

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years. Please include the City of Troy as a reference, if the work was similar in nature to this project.

COMPANY: City of Sterling Heights
ADDRESS: 40555 Ulica Rd. Sterling Heights, MI 48311
PHONE: (586)446-2442 CONTACT: Richard Waters
EMAIL: rwaters@sterling-heights.net

COMPANY: Avesta Management
ADDRESS: 31355 W 13 Mile Rd. Farmington Hills, MI 48334
PHONE: (248)855-5665 CONTACT: Donna Puente
EMAIL: donna@avestamanagement.com

COMPANY: MJC Companies
ADDRESS: 48377 Commonview Shelby Township, MI 48317
PHONE: (586)747-6042 CONTACT: Kevin Moosekian
EMAIL: ashfordmaintenance@mjccompanies.com

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

INVOICES:

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

COMPLETION SCHEDULE:

The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule.

COMPANY NAME: Green Meadows Lawnscape, Inc.

Areas are to be treated with:

Proposal A:

Spring and Fall Application of Fertilizer and Weed Control

Spring (early May)

Liquid Weed and Feed

1lb. Nitrogen per 1,000 square feet (1.5 oz three-way per 1,000 square feet) or comparable

Fall (early September)

Liquid Weed and Feed

1lb. Nitrogen per 1,000 square feet (1.5 oz three-way per 1,000 square feet) or comparable

Proposal B:

Spring and Fall Application of Fertilizer and Weed Control

Early Spring (early April)

Fertilizer with pre-emergent for crab grass control

¾ lb. nitrogen per 1,000 square feet 30% slow release

19-0-6.10 Dimension or comparable

Spring (early May)

Liquid Weed and Feed

1lb. Nitrogen per 1,000 square feet (1.5 oz three-way per 1,000 square feet) or comparable

Summer (July)

Fertilizer with merit for grub control

(24-0-8.2 Merit) or comparable

1 lb. Nitrogen per 1,000 square feet 40% slow release

Fall (early September)

Liquid Weed and Feed

1lb. Nitrogen per 1,000 square feet (1.5 oz three-way per 1,000 square feet) or comparable

Additional Fertilization or Weed Control applications on all or part of subject areas may be requested. Cost per acre per application will hold for additional applications.

(x) Our company can meet the completion schedule

() Our company cannot meet the completion schedule but offers: _____

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.

DOWNPAYMENTS AND PREPAYMENTS: Any proposal submitted which requires a down payment or prepayment of any kind prior to delivery of materials and acceptance of the work, as being in conformance with specifications will not be considered for award.

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

COMPANY NAME: Green Meadows Lawnscape, Inc.

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.

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.

COMPANY NAME: Green Meadows Lawnscape, Inc.

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

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: Green Meadows Lawnscape, Inc.

Following *information must be submitted with bid.*

Proposed Pre-emergent Herbicide(s)

Dimension

See attached

SDS Sheet(s) attached to bid

Sample of label(s) attached to bid

Proposed Broadleaf Herbicide(s)

Three Way

See attached

SDS Sheet(s) attached to bid

Sample of label(s) attached to bid

Note that this list does not lock you into these herbicides. The City acknowledges that annual conditions could require the use of alternate or additional herbicides. Use of herbicides other than those listed will require written City approval before application. Use of approved alternatives and additional herbicides will be at no additional cost to the City. (See General Specifications, page 1 of 6, item #4)

COMPANY NAME: Green Meadows Lawnscape, Inc.

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on the date of award, or April 1, 2022 whichever is later, and continue for three calendar years expiring December 31, 2024. The City of Troy may terminate this contract for convenience if in its best interest with written notice at least thirty (30) days in advance.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Dan D. DeClerck

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 # 20-8756998

COMPANY Green Meadows Lawnscape, Inc.

ADDRESS 2359 Avon Industrial Drive CITY Rochester Hills STATE MI ZIP 48309

TELEPHONE NUMBER (586) 254-7775 FAX NUMBER (586) 254-7785

REPRESENTATIVE'S NAME Daniel D. DeClerck

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: ^(Print) Dan D. DeClerck

PAYMENT TERMS Net 30 WARRANTY _____

E-MAIL greenmeadowslawnscape@yahoo.com CHECK # 35836848

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exception, substitution, deviation, etc., are an integral part of this bid offer:
None

ACKNOWLEDGEMENT:

I, Daniel D. DeClerck, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Dan D. DeClerck

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 SDS 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
BIDDER'S GENERAL QUESTIONNAIRE
FERTILIZER / HERBICIDE APPLICATION SERVICES

Please give the following information regarding your proposal for this bid.

- 1) Number of years experience in this type of work 15 years.

- 2) List three (3) references with whom you have contracted during the past three (3) years for this type of work. Include name of organization, address, contact person, telephone number and email address:
See Attached

- 3) State formal name and legal status of bidder, whether corporation, partnership or individual. A corporation bidder shall give the state in which incorporated; a partnership bidder shall give all the names of the partners.
Green Meadows Lawnscape, Inc. - Corporation - Michigan

- 4) List all equipment owned by your firm that would be used for this contract - include quantity, make, model number and year. (List attached and marked X for identification.)
See Attached

- 5) List of Personnel of the firm who would be assigned to this account along with a list of their certifications.
Daniel D. DeClerck - 3A, 3B, 6, 7A, 7F Thomas D. DeClerck - 3A, 3B, 6, 7A, 7F

Brad Milke - 3A, 3B, 6, 7A, 7F

- 6) Does your Company have a Pesticide Application License? Y X or N (If your Company does, please supply us with a copy of it and attach it to the bid proposal at the time of submission.)

- 7) Does your company propose to use subcontractors? If so, state their name and the work to be performed.
No

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:	<u>Daniel D. DeClerck</u>
Company:	<u>Green Meadows Lawnscape, Inc.</u>
Address:	<u>2359 Avon Industrial Drive</u> <u>Rochester Hills, MI 48309</u>
Phone Number:	<u>(586)254-7775</u>
Representative's Name:	<u>Daniel D. DeClerck</u> <u>(print)</u>
Date:	<u>03/10/2022</u>



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 Daniel D. DeClerck, bearing the office title of Vice-President,
whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Daniel D. DeClerck, being duly sworn deposed, says that he/she
(Print Full Name)

is Vice-President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

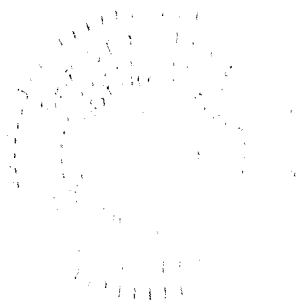
Dan D. DeClerck
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 7 day of March, 2022
in and for Macomb County.

My commission expires:
02/17/2028

Christie Clements
Notary Public, State of Michigan
County of Macomb
My Commission Expires Feb 17, 2028
Acting in the County of Oakland





**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.

Green Meadows Lawnscape, Inc.

Name of Agency/Company/Firm *(Please Print)*

Daniel D. DeClerck - Vice-President

Name and title of authorized representative *(Please Print)*

Dan D. DeClerck
Signature of authorized representative

3/10/2022
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.

Vendor	
Legal Name	Green Meadows Lawnscape, Inc.
Street Address	2359 Avon Industrial Drive
City	Rochester Hills
State, Zip	MI, 48309
Corporate I.D. Number/State	00717T/Michigan
Taxpayer I.D. #	20-8756998

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: *Dan D DeClerck*

Printed Name of Vendor's Authorized Agent: Daniel D. DeClerck

Witness Signature: *Thomas D DeClerck*

Printed Name of Witness: Thomas D. DeClerck



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

The undersigned, the owner or authorized officer of Green Meadows Lawnscape, 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 Green Meadows Lawnscape, Inc. and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:
Green Meadows Lawnscape, Inc.

By: David D. DeClue

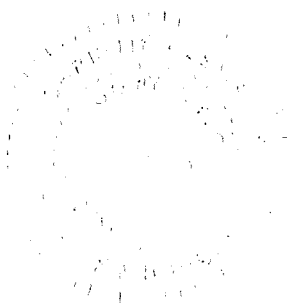
Its: Vice-President

STATE OF MICHIGAN)
)ss.
COUNTY OF Oakland)

This instrument was acknowledged before me on the 7 day of March, 2022, by

[Signature]

Christie Clements
Notary Public, State of Michigan
County of Macomb
My Commission Expires Feb 17, 2028
Acting in the County of Oakland





ABOUT US:

Founded in 1990, Green Meadows Lawnscape, Inc. is a Michigan based lawn care company servicing the Metropolitan Detroit area. From a one person operation, Green Meadows has blossomed into a multifaceted full service landscaping company. Green Meadows prides itself on offering quality and environmentally responsible services. Here at Green Meadows, we believe in providing superior products and personalized service for all of our clients. Our professional, courteous, and friendly staff is here to work with you for all your landscaping and grounds maintenance needs.

The owners of Green Meadows Lawnscape, Inc. are involved in the planning and completion of all our work. Our goal is to earn your business based on the VALUE AND QUALITY OF OUR SERVICE. With us, you'll get your money's worth and then some. We stand behind our work and offer 100% customer satisfaction while striving to build our business one referral at a time.

Education, training, knowledge, and experience go a long way towards customer satisfaction and retention. Our staff attends several seminars each year in order to learn the newest and most advanced methods available in grounds maintenance and landscaping. As your full service landscape provider, quality service and customer satisfaction are and will remain our number one focus year round.

Green Meadows is fully licensed and insured so you can rest at ease knowing that we have your best interests in mind with every job performed.



EQUIPMENT LIST:

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|---|---|
| 2008 – GMC Sierra 1500 Truck | 2001 – Chevrolet 1500 Truck |
| 2007 – Ford f350 Super Duty Truck | 2002 – Chevrolet 2500 HD Truck |
| 2006 – Ford F250 Super Duty Truck | (2) 2000 – Ford F250 Super Duty Truck |
| 2004 – Ford F350 Super Duty Truck | 2001 – Ford F350 Super Duty Truck |
| 2003 – Ford F350 Diesel Dump Truck | 2000 – Chevrolet 1500 Truck |
| 2002 – Ford F250 Super Duty Truck | 1999 – Ford F250 Super Duty Truck |
| 2002 – Ford F350 Super Duty Truck | 2000 – GMC Top Lock C-Series Dump Truck |
| (2) 2001 – Ford F250 Super Duty | 2004 – Ford F450 Diesel Dump Truck |
| 2006 – Ford F650 Diesel Dump Truck | 1 – 16' Dump Trailer |
| 6 – 72" Exmark Zero Turn Rider Mowers | 24 – Red Max Weed Whips |
| 60– 60" Exmark Zero Turn Rider Mowers | 24 – Red Max Backpack Blowers |
| 4 – 66" Exmark Zero Turn Rider Mowers | 8 – Stihl Edgers |
| 4 – 60" Hustler Zero Turn Rider Mowers | 4 – Billy Goat Truck Loaders |
| 2 – 48" Exmark Hydraulic Walk-Behinds | 4 – Exmark Ultra Vacs |
| 4 – 52" Exmark Hydraulic Walk-Behind | 1 – Hustler Ultra Vac |
| 1 – 48" Hustler Hydraulic Walk-Behind | 14 – Red Max Hedge Trimmers |
| 1 – 48" Scag Hydraulic Walk-Behind | 3 – Stihl Hedge Trimmers |
| 2 – 48" Great Dane Hydraulic Walk-Behinds | 3 – Stihl Chainsaws |
| 1 – 36" Hustler Hydraulic Walk-Behind | 1 – Ryan Aerator |
| 1 – 32" Encore Walk-Behind | 1 – Exmark Dethatcher |
| 5 – United Enclosed Trailers | 4- 200 Gallon spray tanks |
| 2 – 18' USA Open Trailers | 2- Permagreen Sprayer/Fertilizing Units |
| 1 – 20' Rice Open Trailer | 5 – Z Spray Max Sprayer/Fertilizing Unit |
| 1 – 20' Econoline Trailer | 1 – Z Spray Intermediate/Fertilizing Unit |
| 1 – 16' USA Open Trailer | 26- Backpack/Hand Held Sprayers |
| 1 – 12' Liberty Open Trailer | 2 – 2000 Bobcat 773 Skid Steer |
| 1 – 14' Liberty Open Trailer | 1 – 1999 Caterpillar Hydraulic Lift |
| 1 – 12' Dump Trailer | 1 – Caterpillar 910 Loader |
| 1 – 10" Western Snow Plow | |
| 2 – 9' Boss V Snow Plows | |
| 2 – 8' Western Snow Plows | |
| 2 – 8' Western V Snow Plows | |
| 4 – 8' Boss V Snow Plows | |
| 2 – 8' Boss Snow Plows | |
| 1 – 8' Blizzard Snow Plow | |
| 4 – Snow Ex Salt Spreaders | |
| 3 – Western Tailgate Salt Spreaders | |
| 18 – Toro Snow Blowers | |
| 1 – Hydraulic Tailgate Salt Spreader | |

2021 Vehicle List

Truck #	Year	Make	Model	Vin #	Coverage
1					
2	2001	Ford	F250 Pick up	1FTNF21L51EA88203	
3	2002	Ford	F250 Pick up	1FTNX21L12EA13190	
4	2003	Ford	F350 Dump	1FDWX37F03EA67248	
5	2001	Chevrolet	1500 Silverado	1GCEK19V11Z232396	
6	2001	Ford	F250 Pick up	1FTNF21L91EB07805	
7	2001	Ford	F350 Pick up	1FTSF31S41EA92744	
8	2000	Ford	F250 Pick up	1FTNW21L2YEA25165	
9	2004	Ford	F350 Pick up	1FTSX31S94EA47140	
10	1999	Ford	F250 Pick up	1FTNX20L5XEE76104	
11	2000	Chevrolet	1500 Pick up	1GCEK19V9Y2266967	
13	2006	Ford	F250 Pick up	1FTSX215X6EB95403	
14	2000	Ford	F250 Pick up	1FTNX21L6YEB93338	
15	2002	Ford	F350 Pick up	1FTSW31L92EB27191	
16	2000	Ford	F350 Pick up	1FTSW31L1YED89991	
17	2001	Chevrolet	2500HD Silverado	1GCHK23U61F202153	
18	2001	Ford	F350 Pick up	1FTSX31L21EC02440	
19	2007	Ford	F350 Pick up	1FTWX31Y47EB43963	
20	2004	Chevrolet	C4500 Flatbed	1GBE4C1224F511857	
21	2001	Ford	F450 Dump	1FDXW47F51EA88445	
22	2004	Ford	F350 Stake	1FDWF36L94EB13588	
24	2004	Ford	F650 Dump	3FRNW65E04V694328	
25	2007	Ford	F350 Van	1FTNE24L37DA54936	
30	2008	GMC	Sierra 1500	1GTEK19048Z218166	
31	2009	Ford	F750 Water Truck	3FRXF75B79V138724	
32	2005	Ford	F250 Pick up	1FTSX21505EC96867	
33	1999	Ford	F250 Pick up	1FTNF21LXEA65296	
34	2008	Ford	F250 Pick up	1FTSX21508EB25475	
35	2005	Ford	F250 Pick up	1FTSX21575EB57108	
36	2011	Ford	F250 Pick up	1FT7X2B67BEB82101	
37	2007	Ford	F550 Dump	1FDAF57P77EB23726	
38	2007	Ford	F550 Dump	1FDAF57PX7EB23722	
39	2005	Ford	F250 Pick up	1FTSX21505EA23802	
40	2012	GMC	Box Truck	1GDY72CA0C1900812	
41	2008	Ford	F250 Pick up	1FTSX21Y98EA84726	
42	2013	Chevrolet	2500HD Silverado	1GC2KXCG6DZ189601	
43	2014	Ford	Box Truck	1FDWE3FL7EDB16838	
44	2011	Ford	Box Truck	1FDSE3FL4BDB37270	
45	2011	Ford	Box Truck	1FDSE3FL8BDB37272	
46	2011	Ford	Box Truck	1FDSE3FL1BDB37274	
47	2008	Ford	F250 Pick up	1FTSF21Y38EA55130	
48	2008	Dodge	1500 Pick up	1D7HU16238J180009	
49	2012	Chevrolet	2500HD Silverado	1GC2KVG5CZ153420	
50	2011	Ford	F250 Pick up	1FT7X2B65BEC31456	

51	2014	Ford	F250	1FT7X2B69EEA09698	Prolific/White
52	2021	Ford	F550 Dump Truck	1FD0W5HN7MEC14399	Red/Apple
53	2021	Ford	F550 Dump Truck	1FD0W5HN0MEC23235	Red/Colonial
54					To Be DDD
55	2021	Ford	F250 Pick up	1FT7W2BN4MED13305	Daniel Trejo/Red
56	2021	Ford	F550 Dump Truck	1FD0W5HN2MEC42823	Anastacio White
57	2020	Ford	F150 Pick up	1FTEW1EP9LFA70985	Red
58	2013	Ford	F250 Pick up	1FT7W2B61DEA73767	Tom's Old Truck
59	2015	Ford	F250 Pick up	1FTW2B60FEC61506	Brad's Old Truck
60	2021	Ford	F250 Pick up/with plow	1FTBF2B64MEC36082	Lafontaine Red
61	2021	Ford	F350 Dump w/alum box	1FD8X3HN9MED59738	Fairway/ Red
62	2021	Ford	F350 Dump w/alum box	1FD8X3HN9MED59741	Fairway/ Red
63	2021	Ford	F550 Dump Truck	1FD0W5HN9MEC23234	Colonial/White
64	2021	Ford	F250 Pick Up XLT	1FT7W2B64MED18531	Lafontaine/White
65	2020	Ford	F250 Pick Up XL	1FT7W2BN8LEE91846	Lafontaine/White
66	2020	Ford	F550 Flatbed- Salt Truck	1FDUF5GTOLDA03292	Lafontaine/White
67	2022	Ford	F350 Pick Up	1FT8X3B63NEC07283	Heller/ Red
68	2021	Ford	F350 Pick Up	1FT8X3B67MED87513	Heller/ Red
69	2022	Ford	F350 Pick Up	1FT8X3B65NEC07284	Heller/ Red
70	2022	Ford	F350 Pick Up	1FT8X3B62NEC58189	Heller/ Red
71	2022	Ford	F350 Pick Up	1FT8X3B69NEC58187	Heller/ Red
72	2022	Ford	F350 Pick Up	1FT8X3B69NEC58190	Heller/ Red
73	2021	Ford	F350 Pick Up	1FT8X3B65MED87512	Heller/ Red
74	2022	Ford	F350 Pick Up	1FT8X3B61NEC07282	Heller/ Red
75	2022	Ford	F350 Pick Up	1FT8X3B60NEC58188	Heller/ Red
76	2022	Ford	F350 Pick Up	1FT8X3B6XNEC07281	Heller/ Red
77					
78					
79					
80					

*Green Meadows Lawnscape, Inc.
2359 Avon Industrial Drive
Rochester Hills, MI 48309*

*586-254-7775
FAX 586-254-7785*



Reference List

Avesta Management
31355 W 13 Mile Road
Farmington Hills, MI 48334
Donna Puente – 248/855-5665

Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48239
Justin Westlake – 248/618-7462

City of Sterling Heights
40555 Utica Road
Sterling Heights, MI 48311
Richard Waters - 586/446-2442

Princeton Management
Shelby Oaks Apartments
45725 Utica Green West
Shelby Township, MI 48317
Andrea Schutt – 586/739-5610

MJC Companies
Ashford Crossing
48377 Commonview
Shelby Township, MI 48317
Kevin Moosekian – 586/747-6042

Troy School District
1140 Rankin
Troy, MI 48083
Larry Franckowiak – 248/823-4074

PI-079 (07/03)

Michigan Department of Agriculture & Rural Development
Pesticide and Plant Pest Management Division
Pesticide Application Business License

License No: 630375
Issue Date: 01/13/2022
Expiration: 12/31/2022

Issued To:

GREEN MEADOWS LAWNSCAPE, INC.
2359 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MI 48309-
Category(ies): 3A, 3B, 6, 7A*, 7F*

Mailing Address:

GREEN MEADOWS LAWNSCAPE, INC.

2359 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MI 48309-

DAR

GARY MCDOWELL

Director of Agriculture
& Rural Development

This license is issued in accordance with the provisions of Act451, Part 83, PA of 1994, as amended & is only valid for the establishment, address, and categories listed above. Categories with an (*) are RESTRICTED (see back). This license is not transferable.

Issued On: 12/07/2021
Expires: 10/31/2022

State of Michigan

Department of Agriculture & Rural Development
Pesticide and Plant Pest Management Division

NURDL-017044

NURSERY DEALER
Display Prominently

Issued To: **GREEN MEADOWS LAWNSCAPE INC**
2359 AVON INDUSTRIAL DR
ROCHESTER HILLS MI 48309

Responsible Party and Address:

GREEN MEADOWS LAWNSCAPE INC
2359 AVON INDUSTRIAL DR
ROCHESTER HILLS MI 48309



Gary McDowell
Director

This license is not transferable and is only valid for the establishment owner and address listed above. This license is issued in accordance with the provisions of Act 189, P.A. of 1931, as amended.



Michigan Department of Agriculture
and Rural Development
PO Box 30017
Lansing, Michigan 48909
COMMERCIAL PESTICIDE APPLICATOR
This certificate issued in accordance with Act 451
Public Act of 1997, PA 11691 as amended

DANIEL D DECLERCK
Categories: 3A 3B 5 6 7A 7B 7F FUM

C007100362 **12/31/2022**
Certification Number Expires



Michigan Department of Agriculture
and Rural Development

PO Box 30017
Lansing, Michigan 48909

COMMERCIAL PESTICIDE APPLICATOR

This certificate issued in accordance with Act 457,
Public Act of 1994, PA 457, as amended.

THOMAS D DECLERCK

Categories: 3A 3B 5 6 7A 7B 7F FUM

C007100361
Certification
Number

12/31/2022
Expires



Michigan Department of Agriculture
and Rural Development

P.O. Box 30017
Lansing, Michigan 48909

COMMERCIAL PESTICIDE APPLICATOR

This certificate issued in accordance with Act 451,
Public Acts of 1994, Part 89 as amended.

BRADLEY W MILKE

Categories: 3A 3B 6 7F

C007110240
Certification
Number

12/31/2023
Expires

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: LESCO Three-Way Selective Herbicide
EPA Reg. No.: 10404-43
Product Type: Herbicide
Company Name: LESCO, Inc.
 1385 East 36th Street Cleveland,
 OH 44114-4114
 1-800-347-4272
Telephone Numbers: For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident,
 Call CHEMTREC Day or Night: 1-800-424-9300

This product is an EPA FIFRA registered pesticide. Some classifications on this SDS are not exactly the same as on the FIFRA label. Certain sections are superseded by federal law governed by EPA for a registered pesticide. Please see Section 15. REGULATORY INFORMATION for explanation.

2. HAZARDS IDENTIFICATION

PHYSICAL HAZARDS:

None known.

HEALTH HAZARDS:

Serious eye damage	Category 1
Acute toxicity, oral	Category 4
Skin Sensitization	Category 1

ENVIRONMENTAL HAZARDS:

Hazardous to aquatic environment, acute	Category 2
Hazardous to aquatic environment, chronic	Category 2

SIGNAL WORD:

DANGER

HAZARD STATEMENTS:

Causes serious eye damage. Harmful if swallowed. May cause an allergic skin reaction. Toxic to aquatic life with long-lasting effects.



PRECAUTIONARY STATEMENTS

Wash thoroughly after handling. Do not eat, drink, or smoke when using this product. Wear eye protection and protective gloves. Avoid breathing mist, vapors, or spray. Contaminated work clothing should not be allowed out of the workplace. Avoid release to the environment.

IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell. Rinse mouth.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor.

IF ON SKIN: Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical advice. Wash contaminated clothing before reuse.

Collect spillage.

Dispose of contents in accordance with local, state, and federal regulations.

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

3. COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENT	CAS NO.	% BY WEIGHT
Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid	2008-39-1	29.6 - 31.5
Dimethylamine Salt of Mecoprop-p Acid	66423-09-4	7.75 - 8.6
Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid)	2300-66-5	2.6 - 2.9
Other Ingredients	Trade Secret	Trade Secret

Synonyms: Herbicide Mixture of 2,4-D DMA, Mecoprop-p (MCP-p) DMA and Dicamba

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

If in Eyes: Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Get immediate medical attention.

If Swallowed: Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person. If symptoms develop, get medical advice.

If Inhaled: Move person to fresh air. If breathing is difficult, administer oxygen. If symptoms develop, get medical advice.

If on Skin or Clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. If irritation or rash occurs, get medical advice.

Most important symptoms/effects, acute and delayed: Causes severe eye irritation with possible eye damage. May be harmful if swallowed. May cause allergic skin reaction (sensitization).

Indication of immediate medical attention and special treatment needed, if necessary: Get immediate medical attention for eye contact. For ingestion there is no specific antidote available. Treat symptomatically.

5. FIRE FIGHTING MEASURES

Extinguishing Media: Recommended for large fires: foam or water spray. Recommended for small fires: dry chemical or carbon dioxide.

Special Fire Fighting Procedures: Firefighters should wear NIOSH approved self-contained breathing apparatus and full fire-fighting turn out gear. Dike area to prevent runoff and contamination of water sources. Dispose of fire control water later.

Unusual Fire and Explosion Hazards: If water is used to fight fire, contain runoff, using dikes to prevent contamination of water supplies. Dispose of fire control water later.

Hazardous Decomposition Materials (Under Fire Conditions): May produce gases such as hydrogen chloride and oxides of carbon and nitrogen.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Wear appropriate protective gear for the situation. See Personal Protection information in Section 8.

Environmental Precautions: Prevent material from entering public sewer systems or any waterways. Do not flush to drain. Large spills to soil or similar surfaces may necessitate removal of topsoil. The affected area should be removed and placed in an appropriate container for disposal.

Methods for Containment: Dike spill using absorbent or impervious materials such as earth, sand or clay. Collect and contain contaminated absorbent and dike material for disposal.

Methods for Clean-up and Disposal: Pump any free liquid into an appropriate closed container. Collect washings for disposal. Decontaminate tools and equipment following cleanup. See Section 13: DISPOSAL CONSIDERATIONS for more information.

Other Information: Spills may be reportable to the National Response Center (800-424-8802) and to state and/or local agencies.

7. HANDLING AND STORAGE

HANDLING:

Do not get in eyes, on skin or on clothing. Users should wash hands, face and arms with soap before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove Personal Protective Equipment (PPE) immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

change into clean clothing. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

STORAGE:

Do not store near seed, fertilizer or other pesticides. Always use original container to store pesticides in a secured warehouse or storage building. Store at temperatures above 32° F. If allowed to freeze, remix before using. This does not alter the product. Containers should be opened in well-ventilated areas. Keep container tightly sealed when not in use. Do not contaminate water, food or feed by storage or disposal.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls:

Where engineering controls are indicated by specific use conditions or a potential for excessive exposure, use local exhaust ventilation at the point of generation.

Personal Protective Equipment:

Eye/Face Protection: To avoid contact with eyes, wear face shield, goggles or safety glasses. An emergency eyewash or water supply should be readily accessible to the work area.

Skin Protection: To avoid contact with skin, wear long pants, long-sleeved shirt, shoes plus socks and chemical-resistant gloves. Wear a chemical-resistant apron when mixing or loading, cleaning up spills or equipment, or otherwise exposure to the concentrate. An emergency shower or water supply should be readily accessible to the work area.

Respiratory Protection: Not normally required. If vapors or mists exceed acceptable levels, wear NIOSH approved air-purifying respirator with cartridges/canisters approved for use against pesticides.

General Hygiene Considerations: Personal hygiene is an important work practice exposure control measure and the following general measures should be taken when working with or handling this material: 1) do not store, use and/or consume foods, beverages, tobacco products, or cosmetics in areas where this material is stored; 2) wash hands and face carefully before eating, drinking, using tobacco, applying cosmetics or using the toilet.

Exposure Guidelines:

Component	OSHA		ACGIH		Unit
	TWA	STEL	TWA	STEL	
DMA Salt of 2,4-D	10*	NE	10* (inhalable, skin)	NE	mg/m ³
DMA Salt of Mecoprop-p	NE	NE	NE	NE	
DMA Salt of Dicamba	NE	NE	NE	NE	
Other Ingredients	NE	NE	NE	NE	

*Based on adopted limit for 2,4-Dichlorophenoxyacetic acid

NE = Not Established

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Dark brown liquid
Odor:	Mild odor- slight phenolic
Odor threshold:	No data available
pH:	6.78(1% dispersion in DIW)
Melting point:	Liquid at room temperature
Initial boiling point and boiling range	No data available
Flash point:	Not applicable due to aqueous solution
Evaporation rate:	No data available
Flammability (solid, gas):	No data available
Upper/lower flammability or explosive limits:	No data available
Vapor pressure:	No data available
Vapor density:	No data available
Relative density:	1.127 g/cc @ 21° C
Solubility(ies):	Soluble
Partition coefficient: n-octanol/water:	No data available
Autoignition temperature:	No data available
Decomposition temperature:	No data available
Viscosity:	7.95 cPs @ 21° C
VOC Emission Potential (%):	2.09

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

Note: Physical data are typical values, but may vary from sample to sample. A typical value should not be construed as a guaranteed analysis or as a specification.

10. STABILITY AND REACTIVITY

Reactivity: This product is not normally reactive.
Chemical Stability: This material is stable under normal handling and storage conditions.
Possibility of Hazardous Reaction: Will not occur.
Conditions to Avoid: Excessive heat. Do not store near heat or flame.
Incompatible Materials: Strong oxidizing agents: bases and acids.
Hazardous Decomposition Products: Under fire conditions, may produce gases such as hydrogen chloride and oxides of carbon and nitrogen.

11. TOXICOLOGICAL INFORMATION

Likely Routes Of Exposure: Eye and skin contact.
Symptoms of Exposure: Causes severe eye irritation and possible irreversible eye damage. Mildly irritating to the skin based on toxicity studies. Overexposure by skin absorption may cause symptoms similar to those for ingestion. Low inhalation toxicity based on toxicity studies. May be irritating to the respiratory tract. Overexposure by inhalation may cause symptoms similar to those from ingestion. Harmful if swallowed. May cause nausea, vomiting, abdominal pain, decreased blood pressure, muscle weakness, muscle spasms.
Delayed, immediate and chronic effects of exposure: Repeated or prolonged skin exposure may cause allergic skin reaction (sensitization).

Toxicological Data:
 Data from laboratory studies conducted on this formulation:
Oral, Rat LD₅₀: 1,697 mg/kg
Dermal, Rat or Rabbit LD₅₀: >5,000 mg/kg
Inhalation, Rat 4-hr LC₅₀: >2.14 mg/L (no mortalities at highest dose tested)
Eye Irritation, Rabbit: Corrosive
Skin Irritation, Rabbit: Slightly irritating
Skin Sensitization, Guinea Pig: Not considered to be a contact sensitizer

Subchronic (Target Organ) Effects: Repeated overexposure to phenoxy herbicides may cause effects to liver, kidneys, blood chemistry, and gross motor function. Rare cases of peripheral nerve damage have been reported, but extensive animal studies have failed to substantiate these observations, even at high doses for prolonged periods. Repeated overexposure to dicamba may cause liver changes or a decrease in body weight.

Carcinogenicity / Chronic Health Effects: The International Agency for Research on Cancer (IARC) lists exposure to chlorophenoxy herbicides as a class 2B carcinogen, the category for limited evidence for carcinogenicity in humans. However, more current 2,4-D lifetime feeding studies in rats and mice, as well as an MCPP lifetime feeding study in rats, did not show carcinogenic potential. Dicamba did not cause cancer in long-term animals studies. The U.S. EPA has given 2,4-D and dicamba a Class D classification (not classifiable as to human carcinogenicity).

Reproductive Toxicity: No impairment of reproductive function attributable to 2,4-D has been noted in laboratory animal studies. Animal tests with dicamba have not demonstrated reproductive effects.

Developmental Toxicity: Studies in laboratory animals with 2,4-D and MCPP have shown decreased fetal body weights and delayed development in the offspring at doses toxic to mother animals. Animal tests with dicamba have not demonstrated developmental effects.

Genotoxicity: There have been some positive and some negative studies, but the weight of evidence is that neither 2,4-D nor MCPP is mutagenic. Animal tests with dicamba have not demonstrated mutagenic effects.

Assessment Carcinogenicity:
 This product contains substances that are considered to be probable or suspected human carcinogens as follows:

Component	Regulatory Agency Listing As Carcinogen			
	ACGIH	IARC	NTP	OSHA
Chlorophenoxy Herbicides (2,4-D, MCPP)	No	2B	No	No
DMA Salt of Dicamba	No	No	No	No
Other Ingredients	No	No	No	No

12. ECOLOGICAL INFORMATION

Environmental Hazards:

This pesticide may be toxic to fish and aquatic invertebrates and may adversely affect non-target plants.

Ecotoxicity:**Data on 2,4-D Dimethylamine Salt:**

96-hour LC ₅₀ Bluegill:	524 mg/l	Bobwhite Quail Oral LD ₅₀ :	500 mg/kg
96-hour LC ₅₀ Rainbow Trout:	250 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>5,620 ppm
48-hour EC ₅₀ Daphnia:	184 mg/l		

Data on Mecoprop-p Dimethylamine Salt:

96-hour LC ₅₀ Bluegill:	112 mg/l	Bobwhite Quail Oral LD ₅₀ :	>5600 ppm
96-hour LC ₅₀ Rainbow Trout:	111 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	625 ppm
48-hour EC ₅₀ Daphnia:	256 mg/l	72-hour EC ₅₀ Green Algae:	100 mg/l

Data on Dicamba Acid:

96-hour LC ₅₀ Bluegill:	135 mg/l	Bobwhite Quail 8-day Dietary LC ₅₀ :	>10,000 ppm
96-hour LC ₅₀ Rainbow Trout:	135 mg/l	Mallard Duck 8-day Dietary LC ₅₀ :	>10,000 ppm
48-hour EC ₅₀ Daphnia:	110 mg/l		

Environmental Fate:

In laboratory and field studies, 2,4-D DMA salt rapidly dissociated to parent acid in the environment. The typical half-life of the resultant 2,4-D acid ranged from a few days to a few weeks. Mecoprop-p DMA rapidly dissociates to parent mecoprop-p in the environment. In soil, mecoprop-p is microbially degraded with a typical half-life of approximately 11 to 15 days. Dicamba has low bioaccumulation potential, is not persistent in soil, is highly mobile in soil and degrades rapidly.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method:

Pesticide wastes are toxic. If container is damaged or if pesticide has leaked, contain all spillage. Absorb and clean up all spilled material with granules or sand. Place in a closed, labeled container for proper disposal. Improper disposal of excess pesticide, spray mixtures, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Handling and Disposal:

Nonrefillable Containers 5 Gallons or Less: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by State and local authorities. Plastic containers are also disposable by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

Nonrefillable Containers Larger than 5 Gallons: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse as follows:** Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse as follows:** Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

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LESCO Three-Way Selective Herbicide

Refillable Container Larger than 5 Gallons: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water and, if possible, spray all sides while adding water. If practical, agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times.

14. TRANSPORTATION INFORMATION

Follow the precautions indicated in Section 7: HANDLING AND STORAGE of this SDS.

DOT:

≤ 41 gallons per completed package

Non Regulated

> 41 gallons per completed package

UN 3082, Environmentally hazardous substances, liquid, n.o.s., (2,4-D Salt), 9, III, RQ

IMDG

Non Regulated

IATA

Non Regulated

15. REGULATORY INFORMATION

EPA FIFRA INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

DANGER. Corrosive, causes irreversible eye damage. Do not get in eyes, or on skin or clothing. Harmful if swallowed.

U.S. FEDERAL REGULATIONS

TSCA Inventory: This product is exempted from TSCA because it is solely for FIFRA regulated use.

SARA Hazard Notification/Reporting:

Hazard Categories Under Criteria of SARA Title III Rules (40 CFR Part 370):

Acute Health

Section 313 Toxic Chemical(s):

Dimethylamine Dicamba (CAS No. 2300-66-5), 2.6 – 2.9% by weight in product

Reportable Quantity (RQ) under U.S. CERCLA:

Dimethylamine Dicamba (CAS No. 2300-66-5) None given

RCRA Waste Code:

Under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste.

State Information:

Other state regulations may apply. Check individual state requirements.

California Proposition 65: Not Listed.

6. OTHER INFORMATION

National Fire Protection Association (NFPA) Hazard Rating:

Rating for this product: Health: 3 Flammability: 1 Reactivity: 0

Hazards Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

SAFETY DATA SHEET

LESCO Three-Way Selective Herbicide

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-ACCEPTED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of Federal law to use a pesticide product in any manner not prescribed on the EPA-accepted label.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, LESCO, Inc. makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will LESCO, Inc. be responsible for damages of any nature whatsoever resulting from the use of or reliance upon Information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION REFERS AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

Date of Issue: May 18, 2015

Supersedes: March 6, 2015

Three-Way is a registered trademark of LESCO, Inc.

LESCO® Three-Way Selective Herbicide

Selective Broadleaf Weed Control for Turfgrasses including for use on Sod Farms
Also for Highways and Rights-of-Way

Controls Clover, Dandelion, Henbit, Plantains, Wild Onion, and Many Other Broadleaf Weeds.
(CONTAINS 2,4-D, MECOPROP-p and DICAMBA)

— KEEP FROM FREEZING —

ACTIVE INGREDIENTS:

Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid*	30.56%
Dimethylamine Salt of (+)-R-2-(2-Methyl-4-Chlorophenoxy) propionic Acid**‡	8.17%
Dimethylamine Salt of Dicamba (3,6-Dichloro-o-anisic Acid)***	2.77%

OTHER INGREDIENTS:..... 58.50%

TOTAL 100.00%

Isomer Specific Method, Equivalent to:

*2,4-Dichlorophenoxyacetic Acid	25.38%, 2.38 lbs./gal.
**(+)-R-2-(2-Methyl-4-Chlorophenoxy) propionic Acid	6.75%, 0.63 lbs./gal.
***3,6-Dichloro-o-anisic Acid	2.30%, 0.22 lbs./gal.

‡ CONTAINS THE SINGLE ISOMER FORM OF MECOPROP-p.

**KEEP OUT OF REACH OF CHILDREN
DANGER – PELIGRO**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail.)

SEE INSIDE BOOKLET FOR FIRST AID AND ADDITIONAL PRECAUTIONARY STATEMENTS

#10446041

NET CONTENTS: 1 gal. (3.78 L)

TM

Manufactured for: LESCO, Inc.
1385 East 36th Street
Cleveland, OH 44114-4114

EPA Reg. No.10404-43
EPA Est. No. 228-IL-1
F1560

FIRST AID	
If in eyes	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15 to 20 minutes.• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.• Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none">• Call a poison control center or doctor immediately for treatment advice.• Have person sip a glass of water if able to swallow.• Do not induce vomiting unless told to by the poison control center or doctor.• Do not give anything by mouth to an unconscious person.
If on skin or clothing	<ul style="list-style-type: none">• Take off contaminated clothing.• Rinse skin immediately with plenty of water for 15 to 20 minutes.• Call a poison control center or doctor for treatment advice.
If inhaled	<ul style="list-style-type: none">• Move person to fresh air.• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.• Call a poison control center or doctor for further treatment advice.

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

HOT LINE NUMBER

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact CHEMTREC at 1-800-424-9300 for emergency medical treatment information.

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
DANGER – PELIGRO**

Corrosive; causes irreversible eye damage. Do not get in eyes, or on skin or clothing. Harmful if swallowed or inhaled.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical resistant to this product are Barrier Laminate, Viton \geq 14 mils. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.

All mixers, loaders, applicators and other handlers must wear:

- Long-sleeved shirt and long pants,
- Shoes plus socks,
- Protective eyewear (goggles, face shield or safety glasses)*
- Chemical-resistant gloves (except for applicators using groundboom equipment), and
- Chemical-resistant apron when mixing or loading, cleaning up spills or equipment, or otherwise exposed to the concentrate.

*Eye protection is not required ONLY when 5 or more parts water is used to dilute 1 part of product.

See engineering controls for additional requirements and exceptions.

User Safety Requirements

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

Engineering Controls Statements:

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. If pesticide gets on skin, wash immediately with soap and water. Users should remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish and aquatic invertebrates, and may adversely affect non-target plants. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Drift or runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not apply when weather conditions favor drift from target area. Clean and rinse spray equipment using soap or detergent and water, and rinse thoroughly before reuse for other spraying. When cleaning equipment, do not pour the washwater on the ground; spray or drain over a large area away from wells and other water sources. Do not contaminate water when disposing of equipment washwaters or rinsate. Do not contaminate domestic or irrigation waters.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater.

Most cases of groundwater contamination involving phenoxy herbicides, such as 2,4-D and MCP-p, have been associated with mixing/loading and disposal sites. Caution should be exercised when handling these herbicides at such sites to prevent contamination of groundwater supplies. Use of closed systems for mixing or transferring this pesticide will reduce the probability of spills. Placement of the mixing/loading equipment on an impervious pad to contain spills will help prevent groundwater contamination.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

READ ENTIRE LABEL BEFORE USING THIS PRODUCT.

USE STRICTLY IN ACCORDANCE WITH LABEL PRECAUTIONARY STATEMENTS AND DIRECTIONS.

NOTE: Do not apply this product by air. Apply with ground equipment only. Do not apply this product through any type of irrigation system.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about Personal Protective Equipment (PPE) and restricted-entry interval. The requirements in this box apply only to uses of this product that are covered by the Worker Protection Standard.

DO NOT enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls worn over short-sleeved shirt and short pants
- Chemical-resistant footwear plus socks
- Chemical-resistant gloves made of any waterproof material
- Chemical-resistant headgear for overhead exposure
- Protective eyewear

Notify workers of the application by warning them orally and by posting warning signs at entrances to treated areas.

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses. Do not allow people (other than applicator) or pets on treatment area during application. Do not enter or allow people (or pets) to enter the treated area until sprays have dried.

THREE-WAY SELECTIVE HERBICIDE is for use on Ornamental Turf Lawns (Residential, Industrial and Institutional), Parks, Cemeteries, Athletic Fields and Golf Courses (Fairways, Aprons, Tees and Roughs).

Also for use on Sod Farms. For turf use, the maximum number of applications per treatment site is 2 per year. Do not make more than 2 applications per year, including broadcast applications in combination with spot treatments. Product should not be used in or near greenhouses.

USE PRECAUTIONS

Do not apply directly to or near water, storm drains, gutters, sewers, or drainage ditches. Do not apply within 25 feet of rivers, fish ponds, lakes, streams, reservoirs, marshes, estuaries, bays, and oceans. Do not apply when windy. To prevent product runoff, do not overwater the treated area(s) to the point of runoff or apply when raining or when rain is expected that day. Rinse applicator over lawn only.

Avoid mist to vegetables, flowers, ornamentals, shrubs, trees, and other desirable plants. Do not pour spray solutions near these plants. Do not spray on carpetgrass, dichondra nor on lawns or turf where desirable clovers are present. Avoid fine mists. Except as noted, use only lawn-type sprayers. Coarse sprays are less likely to "wind-drift". Use coarse spray droplets. Do not spray roots of ornamentals and trees. Do not exceed specified dosages for any area; be particularly careful within the dripline of trees and other species. Do not apply to newly seeded grasses until well established. Avoid broadcast applications when air temperature exceeds 90°F. When using small, spot treatment applications in temperatures over 90°F, turf injury may occur.

When treating Carpetgrass, avoid broadcast applications when air temperature exceeds 80°F. When air temperatures exceed 80°F, limit application to spot treatment only.

Apply only to dormant St. Augustine (Common, Raleigh and Seville varieties grown in Texas, Louisiana, Mississippi only) and dormant Centipede grasses (Texas, Louisiana, Mississippi only).

Avoid applying during excessively dry or hot periods unless irrigation is used. For optimum results: (1) turf should not be mowed for 1 to 2 days before and after application; (2) do not apply if rain is expected within 4 hours after the application; delay irrigation cycle for 24 hours. Reseed no sooner than three to four weeks after application of this product. Failure to observe all precautions may result in injury to turf and/or susceptible plants.

THREE-WAY SELECTIVE HERBICIDE can be mixed with some liquid fertilizers or liquid iron materials. Because liquid fertilizer and liquid iron differ in pH, free ammonia content, density, salt concentration and percentage of water, a compatibility test is recommended prior to mixing in application equipment. All regulations, either State or Federal, relating to the application of liquid fertilizers or liquid iron and this product must be strictly followed.

Weeds Controlled

Bedstraw	Dandelion	Lespedeza	Poison Oak	Wild carrot
Black Medic	Dock	Mallow	Purslane	Wild garlic
Buckthorn	Ground Ivy	Morningglory	Ragweed	Wild lettuce
Burdock	Heal-All	Peppergrass	Sheep Sorrel	Wild onion
Chicory	Henbit	Pigweed	Shepherd's Purse	Yarrow
Chickweed	Knotweed	Plaintain	Speedwell	and other broadleaf
Clover	Lambsquarter	Poison Ivy	Spurge	weeds.

ORNAMENTAL LAWNS & TURF

Site	Use Rate (Fluid Ounces)	Spray Volume (Gallons)	Use Rate (Pints)	Spray Volume (Gallons)	Use Directions
	Per 1,000 Sq. Ft.		Per Acre		
Bahiagrass, Bluegrass, Common Bermudagrass, Fescue, Ryegrass, Zoysiagrass	1.1 to 1.5	0.5 to 5	3 to 4	5 to 220	<p>For Professional Lawn Maintenance – Higher water volumes may be used when tank-mixed with a turf fertilizer. Follow fertilizer labels for proper amounts to add.</p> <p>Use reduced rates if grass is stressed from heat or drought. Exercise care when applying during growth stages from dormancy to green-up and from green-up to dormancy. Some temporary discoloration may occur on warm season grasses.</p> <p>If Bermudagrass is dormant, up to 4 pints per acre may be used. However, some hybrid Bermudagrasses may be sensitive to this product. Contact your local extension service weed control specialist.</p>
Dormant St. Augustine (Common, Raleigh and Seville varieties grown in Texas, Louisiana, Mississippi only) Dormant Centipede grasses (Texas, Louisiana, Mississippi only)	0.75 to 0.90 Maximum	1 to 5	2 to 2.5 Maximum	40 to 200	<p>Use reduced rates if grass is stressed from heat or drought. Exercise care when applying during growth stages from dormancy to green-up and from green-up to dormancy. Some temporary discoloration may occur on warm season grasses.</p>

(continued)

ORNAMENTAL LAWNS & TURF (cont.)

Site	Use Rate (Fluid Ounces)	Spray Volume (Gallons)	Use Rate (Pints)	Spray Volume (Gallons)	Use Directions
	Per 1,000 Sq. Ft.		Per Acre		Normal Applications
Bentgrass (Putting and Bowling Greens)	0.67 Maximum	3.3	1.8 Maximum	145	Apply on closely mowed Bentgrass, preferably in May or mid-August through September. Slight turf yellowing will disappear after about one week. On closely mowed golf course fairways and tees or bowling greens – apply when weeds are actively growing and temperatures are low. Exercise care to avoid over application to prevent injury. Temporary discoloration may occur.

NOTE: Care should be taken to avoid overdosing Bentgrass or injury may result. Large volumes of spray water (i.e., one fluid ounce in 5 gallons of water per 1,500 square feet) will aid in obtaining uniform coverage. If hand-type sprayers are used, it is preferable to use a single nozzle sprayer rather than a multiple nozzle boom as sideways application with a boom where the spray from more than one nozzle is allowed to fall on the same area will result in heavy local over-application and subsequent turf discoloration or injury.

Ornamental Turf

Post-emergent application:

- Make no more than 2 applications per year.
- Maximum single application rate is 5 pints product (1.49 lbs. 2,4-D ae) per acre.
- Maximum yearly application rate is 10 pints product (2.97 lbs. 2,4-D ae) per acre.

Turf Grown for Seed/Sod:

- Make no more than 2 applications per year.
- Maximum single application rate is 6.5 pints product (1.93 lbs. 2,4-D ae) per acre.
- Maximum yearly application rate is 13 pints product (3.87 lbs. 2,4-D ae) per acre.
- Minimum interval of 30 days between applications

NON-TURF AREAS

Applications to non-cropland areas are not applicable to treatment of commercial timber or other plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes. Roadsides (including aprons and guardrails) and rights-of-way: For control of broadleaf weeds, mix at a rate of 1.5 to 3.5 quarts of **Three-Way Selective Herbicide** per acre in enough water to wet all parts of the foliage.

This may require 50 to 300 gallons of water per acre. This mixture will cover about one acre (43,560 sq. ft.). Thoroughly saturate all weeds with spray mixture. Apply any time between the time when plants come into full leaf (Spring) to when the plants begin to go dormant. Best results are obtained when weeds are young and actively growing. Do not cut weeds until herbicide has translocated throughout the plant causing root death. For small broadleaf weeds, use the lower rate. Heavy, dense stands require the higher rate with the high water volume. For small (spot) applications with small tank sprayers, apply at the rate of 4 fl. oz. of **Three-Way Selective Herbicide** per gallon of water and spray to thoroughly wet all foliage.

Annual/Perennial Control:

- Make no more than 2 applications per year.
- Maximum single application rate is 6.5 pints product (1.93 lbs. 2,4-D ae) per acre.
- Maximum yearly application rate is 13 pints product (3.87 lbs. 2,4-D ae) per acre.
- Minimum interval of 30 days between applications

For control of woody plants, apply to both stems and foliage any time from the time foliage is completely matured until the time plants start to go dormant. All leaves, stems and suckers must be completely wet to the ground line for effective control. Regrowth may be anticipated on the more resistant species.

Woody Brush: Add 1.15 gallons of Three-Way Selective Herbicide per acre to wet all parts of the brush foliage, stem and bark. This may require up to 200 to 600 gallons of water per 43,560 sq. ft. depending upon the height and thickness of the brush. Mix thoroughly before spraying.

Woody Plant Control:

- Make no more than 1 application per year.
- Maximum application rate is 9 pints product (0.73 lb. MCP-p ae) per acre.

LOW VOLUME SPRAY APPLICATION EQUIPMENT

EQUIPMENT	APPLICATION	USE RATE		USE DIRECTIONS
		Fluid Ounces per 1,000 Sq. Ft.	Pints per Acre	
Lower Volume Equipment	Cool season and listed warm season grasses	1.1 to 1.5	3 to 4	Use as little as 5 gallons of water per acre. Use only application equipment that is capable of spreading a uniform droplet, wetting each weed surface.

Three-Way Selective Herbicide will either kill, control or suppress the weeds listed in the label booklet for this product. Some of these species may require repeat spot applications even under ideal conditions for application.

Use of this product in certain portions of California, Oregon, and Washington is subject to the January 22, 2004 Order of injunctive relief in Washington Toxics Coalition, et al. v. EPA, C01-0132C. (W.D. WA). For further information, please refer to <http://www.epa.gov/espp/wtc/>.

SPRAY DRIFT MANAGEMENT

Do not apply this product in a way that will contact workers or other persons, either directly or through drift.

A variety of factors, including weather conditions (e.g., wind direction, wind speed, temperature, relative humidity) and method of ground application can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

Droplet Size: Use medium or coarser spray nozzles according to (ASAE standard 572) definition of standard nozzles.

Wind Speed: Do not apply at wind speeds greater than 10 mph. Only apply this product if the wind direction favors on-target deposition and there are not sensitive areas (including, but not limited to, residential areas, bodies of water, known habitat for non-target species, non-target crops) within 250 feet downwind.

Temperature Inversions: If applying at wind speeds less than 3 mph, the applicator must determine if: a) conditions of temperature inversion exist, or b) stable atmospheric conditions exist at or below nozzle height. Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Susceptible Plants: Do not apply under circumstances where spray drift may occur to food, forage, or other plantings that might be damaged or crops thereof rendered unfit for sale, use, or consumption. Susceptible crops include, but are not limited to, cotton, okra, flowers, grapes (in growing stage), fruit trees (foliage), soybeans (vegetative stage), ornamentals, sunflowers, tomatoes, beans, and other vegetables, or tobacco. Small amounts of spray drift that might not be visible may injure susceptible broadleaf plants.

Other State and Local Requirements: Applicators must follow all state and local pesticide drift requirements regarding application of 2,4-D herbicides. Where states have more stringent regulations, they must be observed.

Equipment: All ground application equipment must be properly maintained and calibrated using appropriate carriers or surrogates.

Do not apply with a nozzle height greater than 4 feet above the crop canopy.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

Your local government may forbid liquids and pesticides in their landfills.

Pesticide Storage: Always use original container to store pesticides in a secured warehouse or storage building. Store at temperatures above 32°F. If allowed to freeze, remix before using. This does not alter the product. Containers should be opened in well-ventilated areas. Keep container tightly sealed when not in use. Do not stack cardboard cases more than two pallets high. Do not store near open containers of fertilizer, seed, or other pesticides.

Pesticide Disposal: Pesticide wastes are toxic. If container is damaged or if pesticide has leaked, contain all spillage. Absorb and clean up all spilled material with granules or sand. Place in a closed, labeled container for proper disposal. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your state Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

(continued)

STORAGE AND DISPOSAL (cont.)

Container Handling:

Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available.

Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully and completely. It is impossible to eliminate all risks inherently associated with the use of this product. To the extent consistent with applicable law, Buyer and/or User assume all risks of ineffectiveness or other unintended consequences or damages that may result from conditions outside or beyond the control of LESCO, Inc. including but not limited to, such factors as manner of use or application, weather or weather conditions outside the range considered normal at the application site or for the time period in which the product is applied, the presence of other materials, incompatible products, or other influencing factors which are beyond the control of LESCO, Inc. To the extent consistent with applicable law, all such risks shall be assumed by Buyer and/or User, and Buyer and/or User agrees to hold LESCO, Inc. harmless for any claims relating to such factors.

LESCO, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with the Directions for Use under normal use conditions. To the extent consistent with applicable law, this warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of LESCO, Inc. and Buyer and/or User assume the risk of any such use. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LESCO, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.**

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER AND THE EXCLUSIVE LIABILITY OF LESCO, INC. FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LESCO, INC., REPLACEMENT OF THE PRODUCT, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO EVENT SHALL LESCO, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

LESCO, Inc. offers this product, and Buyer and/or User accepts it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of LESCO, Inc.

RV011311[3]

LESCO is a registered trademark and the sweeping design is a trademark of LESCO Technologies, LLC.

LESCO Three-Way Selective Herbicide

ACTIVE INGREDIENTS:

Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid*	30.56%
Dimethylamine Salt of (+)-R-2-(2-Methyl-4-Chlorophenoxy) propionic Acid** †	8.17%
Dimethylamine Salt of Dicamba (3,6-Dichloro-o-anisic Acid)***	2.77%

OTHER INGREDIENTS:

.....	58.50%
TOTAL	100.00%

Isomer Specific Method, Equivalent to:

*2,4-Dichlorophenoxyacetic Acid	25.38%, 2.38 lbs./gal.
**(+)-R-2-(2-Methyl-4-Chlorophenoxy) propionic Acid	6.75%, 0.63 lbs./gal.
***3,6-Dichloro-o-anisic Acid	2.30%, 0.22 lbs./gal.

† **CONTAINS THE SINGLE ISOMER FORM OF MECOPROP-p.**



KEEP OUT OF REACH OF CHILDREN
DANGER - PELIGRO
 Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
 (If you do not understand the label, find someone to explain it to you in detail.)
SEE INSIDE BOOKLET FOR ENVIRONMENTAL HAZARDS, DIRECTIONS FOR USE, STORAGE AND DISPOSAL, AND ADDITIONAL PRECAUTIONARY STATEMENTS

FIRST AID

If in eyes: Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing. Call a poison control center or doctor for treatment advice.

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.

If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

HOT LINE NUMBER: Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact CHEMTREC at 1-800-424-9300 for emergency medical treatment information.

LESCO is a registered trademark and the sweeping design is a trademark of LESCO Technologies, LLC.

#10446041 Manufactured for: **LESCO, Inc.** EPA Reg. No. 10404-43
 1385 East 36th Street Cleveland, OH 44114-4114 EPA Est. No. 228-IL-1
NET CONTENTS: 1 gal. (3.78 l) F1560

PEEL HERE TO OPEN ▼

14288000

RV011311[3]

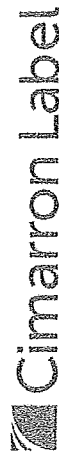
PROOF

THIS PROOF IS TO BE CHECKED FOR ACCURACY

Please review and approve **Text, Spelling, Copy Placement, Size, Shape, Colors and Dieline.** Authorized signature accepts responsibility for accuracy of all copy, color break and artwork. Cimarron Label is not liable for any discrepancies subsequently identified.





PLEASE NOTE: Due to color variance between printers/monitors, the colors represented by this proof cannot be deemed accurate. Please refer to a color matching system such as the Pantone Matching System for a truer representation of spot colors.

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Experts in Extended Text Labeling

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DATE	JOB NUMBER	CUSTOMER
12/11/19	161393	NUFARM
LABEL SIZE	LEAFLET FOLDED SIZE	LEAFLET FLAT SIZE
4.5" X 5.0"	4.5" X 4.25"	4.5" X 20.9375"
LABEL COLORS	LEAFLET "OUT" COLORS	LEAFLET "IN" COLORS
 BLK	 BLK  274	 BLK
PATTERN VARNISH: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> ARTWORK IS APPROVED <input type="checkbox"/> REVISED PROOF NEEDED	
Form: CS 006L - 11/8/2011	WE CANNOT PROCESS THIS ORDER WITHOUT AN AUTHORIZED SIGNATURE	
	Signed _____	Date _____



**MATERIAL SAFETY
DATA SHEET #4307**

1301 East 9th Street, Suite 1300, Cleveland, OH 44115-1849
EMERGENCY PHONE: LESCO: (800) 321-5325
CHEMTREC: (800) 424-9300

DATE ISSUED: 12/1/06
SUPERSEDES: 1/13/03

I. PRODUCT IDENTIFICATION

PRODUCT NAME:

LESCO® Professional Control Product Dimension (0.07%, 0.10%, 0.15%, 0.21%) plus Fertilizer;
 LESCO® Scenic Green™ Crabgrass Pre-emergent + Lawn Fertilizer; LESCO Dimension (0.21%) Plus
 Fertilizer, Treeland Dimension 0.10% Plus Fertilizer

Chemical Family: Fertilizer with Herbicide

Chemical Name/Synonyms: Dithiopyr; Dimension

II. COMPOSITION/INFORMATION ON INGREDIENTS

CHEMICAL NAME	%(by/wt.)	CAS #	PEL/TLV
Dithiopyr, 3,5-pyridinedicarbothioic acid, 2-(difluoromethyl)-4-(2-methylpropyl)- 6(trifluoromethyl)-S,S-dimethyl ester	0.07 – 0.21	97886-45-8	Not Established
Formulated with one or more of the following ingredients. Check specific product label.			
Urea	0 – 95	57-13-6	10 mg/M ³ (dust) 5 mg/M ³ (resp)
Potassium Sulfate	0 – 95	7778-80-5	10 mg/M ³
Calcium Carbonate	0 – 95	1317-65-3	15 mg/M ³ (dust)
Aminoureaformaldehyde	0 – 60	229157-37-3	5 mg/M ³ (resp)
Methylene Urea	0 – 60	9011-05-6	5 mg/M ³ (dust)
Monoammonium Phosphate	0 – 60	7722-76-1	15 mg/M ³ (dust) 5 mg/M ³ TLV
Diammonium Phosphate	0 – 50	7783-28-0	15 mg/M ³ (dust) 5 mg/M ³ (resp)
Sodium bentonite	0 – 50	1302-78-9	15 mg/M ³ (dust)
Potassium Chloride	0 – 20	7447-40-7	10 mg/M ³ (dust)
Ammonium Sulfate	0 – 20	7783-20-2	15 mg/M ³ (dust)
Iron (Ferrous) Sulfate	0 – 20	7720-78-7	15 mg/M ³ (dust)
Manganese Oxide	0 – 20	1317-35-7	15 mg/M ³ (dust)
Magnesium Oxide	0 – 20	1309-48-4	15 mg/M ³ (dust)
Potassium Nitrate	0 – 20	7757-79-1	Not Established
Iron (Ferric) Oxide	0 – 10	1309-37-1	15 mg/M ³ (dust)
Iron (Ferrous) Oxide	0 – 10	8047-67-4	Not Applicable
Magnesium Sulfate	0 – 10	7478-88-9	15 mg/M ³ (dust)
Sulfate of Potash-Magnesia	0 – 10	14977-37-8	Not Established
Magnesium Carbonate	0 – 10	39409-82-0	15 mg/M ³ (dust)
Sulfur	0 – 5	7704-34-9	5 ppm (SO ₂)
Manganese Compounds	0 – 5	7439-96-5	.5 mg/M ³ (dust)
Sodium Chloride	0 – 5	7647-14-5	10 mg/M ³ (dust)

III. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Primary Route(s) of Entry: Eyes, Skin, Inhalation, Ingestion
POTENTIAL HEALTH EFFECTS: Inhalation of dust may be harmful. Direct contact causes slight eye irritation. Prolonged or repeated contact may cause mild skin irritation. Ingestion of large amount may cause gastrointestinal disorder, nausea, vomiting and/or diarrhea. Prolonged or repeated overexposure to the active ingredient in this material could cause kidney, liver, and blood effects, thyroid damage, adrenal effects.

EYE: Causes eye irritation.

SKIN: May cause skin irritation.

INHALATION: Overexposure to dusts may cause mucous membrane and upper respiratory irritation and possible lung changes.

INGESTION: Ingestion of large quantities may cause gastrointestinal discomfort, vomiting, weakness or other medically related problems.

MEDICAL CONDITIONS AGGRAVATED: Skin sensitization in susceptible individuals.

POTENTIAL ENVIRONMENTAL HAZARDS: This product is toxic to fish and highly toxic to other aquatic organisms, including oysters and shrimp. Drift or runoff from treated turf may adversely affect aquatic organisms in adjacent aquatic sites. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

IV. FIRST AID MEASURES

EYES: Flush with large amounts of water. Eyelids should be held away from the eyeball to ensure thorough rinsing. Get medical attention if irritation persists.

SKIN: Remove and wash contaminated clothing thoroughly. Wash affected area thoroughly with soap and water. Get medical attention if irritation persists. Do not take clothing home to be laundered.

INHALATION: If symptoms develop, remove person from source of exposure to fresh air. If respiratory symptoms persist, get medical attention.

INGESTION: If large amount is ingested, give 2 – 3 glasses of water. Do not give anything by mouth to an unconscious person. Get medical attention.

NOTES TO MEDICAL DOCTOR: Treatment based on the sound judgement of the physician and the individual reactions of the patient.

V. FIRE FIGHTING MEASURES

Flash Point (Method Used): Not Applicable

Lower Explosion Limits: No Data

NFPA/HMIS Rating: Health: 2

EXTINGUISHING MEDIA: Foam

Water Spray

Auto Ignition Temperature: No Data

Upper Explosion Limits: No Data

Fire: 1

Reactivity: 0

Alcohol Foam

Dry Chemical

Other

CO₂

EXPLOSION HAZARDS: Dusts may form explosive mixtures with air.

FIRE FIGHTING PROCEDURES: Wear NIOSH approved self-contained, positive pressure breathing apparatus. Do not breathe fumes. Remove from area of fire at first opportunity. Prevent water run-off from entering drains, sewers, or water sources. If water enters a drainage system, advise the authorities downstream. Fertilizer will become slippery when wet. Guard against falls. Decontaminate emergency personnel with soap and water before leaving the fire area. Avoid breathing dusts, vapors and fumes from burning materials.

HAZARDOUS COMBUSTION PRODUCTS: If heated to decomposition, will give off toxic fumes of ammonia and formaldehyde. Under fire conditions, urea may decompose to cyanuric acid, biuret hydrogen cyanide and ammonia. Ammonium carbamate may also be formed.

VI. ACCIDENTAL RELEASE MEASURES

RELEASE NOTES: If material is spilled and dry, sweep or shovel into a container for reuse per label instructions or disposal. If liquid, contain spill and absorb with inert material and place in container for disposal. Prevent from entering drains, sewers or water sources. Avoid contact with eyes, skin and clothing.

VII. HANDLING AND STORAGE

GENERAL PROCEDURES: Store this product only in its original container in a dry, cool, secure storage area. Do not contaminate water, foodstuffs, feed or seed by storage or disposal. Keep away from drains, sewers, and water sources. Wash thoroughly with soap and water after handling.

OTHER PRECAUTIONS: Keep away from fire, sparks, or other ignition sources

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Local exhaust to reduce all dusts.

PERSONAL PROTECTION EQUIPMENT:

EYES AND FACE: Goggles or safety glasses

RESPIRATORY: Use NIOSH approved respirator in confined areas.

GLOVES: Impervious gloves

PROTECTIVE CLOTHING: Long sleeved shirt and long pants; shoes and socks

WORK HYGENIC PRACTICES: After using product, remove clothing and launder separate before reuse. Promptly and thoroughly wash hands and exposed skin with soap and water. Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.

COMMENTS: Facilities storing or utilizing this material should be equipped with an eyewash facility and safety shower.

IX. PHYSICAL AND CHEMICAL PROPERTIES

BOILING POINT: Not Applicable

MELTING POINT: 133°C (urea)

VAPOR DENSITY (air = 1): Not Applicable

ODOR: Slight ammonia/sulfur odor

APPEARANCE: Yellow, white, brown, gray granules

pH: Not Applicable

SPECIFIC GRAVITY: Not Applicable

EVAPORATION RATE: Not Applicable

VAPOR PRESSURE: Not Applicable

SOLUBILITY IN WATER: Disperses

PERCENT VOLATILE: Not Applicable

BULK DENSITY (lbs./cu ft): 45 – 65

X. STABILITY AND REACTIVITY

CONDITIONS TO AVOID: Extremely high temperatures; ignition sources

STABILITY: Stable

POLYMERIZATION: Will not occur

INCOMPATIBLE MATERIALS: Strong oxidizers or strong alkalis

HAZARDOUS DECOMPOSITION PRODUCTS: Oxides of carbon, nitrogen and sulfur. Urea also decomposes to biuret and cyanuric acid. Urea reacts with sodium or calcium hypochlorite to form explosive nitrogen trichloride.

XI. TOXICOLOGICAL INFORMATION

EYE EFFECTS: No Data

SKIN EFFECTS: No Data

DERMAL LC₅₀: No Data

ORAL LD₅₀: No Data

INHALATION LC₅₀: No Data

SENSITIZATION: Not a sensitizer

ACUTE EFFECTS FROM OVEREXPOSURE: Causes eye irritation. May cause skin irritation.

CHRONIC EFFECTS FROM OVEREXPOSURE: Prolonged or repeated overexposure to the active ingredient could cause kidney, liver, blood effect, thyroid damage, adrenal effects.

CARCINOGENICITY:

IARC: Not Listed

NTP: Not Listed

OSHA: Not Listed

OTHER: Not Listed

XII. ECOLOGICAL INFORMATION

ENVIRONMENTAL DATA: This product is toxic to fish and highly toxic to other aquatic organisms, including oysters and shrimp. Drift or runoff from treated turf may adversely affect aquatic organisms in adjacent aquatic sites. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters. Do not apply when weather conditions favor drift from treated areas.

ECOTOXICOLOGICAL INFORMATION: This product is toxic to fish and highly toxic to other aquatic organisms, including oysters and shrimp.

XIII. DISPOSAL CONSIDERATIONS



**MATERIAL SAFETY
DATA SHEET #4307**

DISPOSAL METHODS:

Product Disposal: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures.

Container Disposal: Do not reuse bag. Completely empty bag into application equipment. Dispose of emptied bag(s) in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

XIV. TRANSPORTATION INFORMATION:

DOT Transportation: Not Regulated
Proper Shipping Name: Not Applicable
Hazard Class: Not Applicable
U.S. Surface Freight Class: Not Applicable
Reportable Quantity (RQ): Not Applicable

ID NO.: Not Applicable
Marine Pollution #1: Not Applicable
HM 181 Shipping Name: Not Regulated

XV. REGULATORY INFORMATION – UNITED STATES

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT):

Y Immediate (Acute Health)
Y Delayed (Chronic Health)
N Fire
N Sudden Release of Pressure
N Reactivity

SEC 302: Not Applicable
SEC 304: Not Applicable
SEC 313: Not Applicable
CERCLA RQ: Not Applicable
CAA RQ: Not Applicable

EPA Registration No.: 10404-84; 10404-85; 10404-86; 10404-87

Preparation and distribution of this Material Safety Data Sheet is done for LESCO, Inc., pursuant to the OSHA Hazard Communication Standard (29 CFR 1910.1200).

The information contained herein is based on available data. However, no warranty is expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof; and you should make your investigation to determine safety for the use you contemplate. LESCO makes no warranty of merchantability of fitness for a particular use, nor is there any other express or implied warranty except as may be specifically provided otherwise on product.

LESCO, Inc. assumes no responsibility or liability for any incidental or consequential damages whether related to personal injury or property damage, to vendees, users or third parties, caused by the material and LESCO's responsibility is limited to replacement of, or repayment of, the purchase price for the material(s) with respect to which any damages are claimed. All vendees or users assume all risk associated with the use of the material(s).

For further information, contact: LESCO, Inc. • 1301 East 9th Street, Suite 1300, Cleveland, OH 44114-1849 or (800) 321-5325.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 21, 2022

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Fertilizer/Herbicide Application Services

History

- The Grounds Division is responsible for the maintenance of all municipal property including turf.
- In an effort to minimize weed growth and promote good turf the Parks Division contracts the application of fertilizer and herbicide to municipal property including medians, municipal buildings, parks, and athletic fields.
- Because the athletic fields are irrigated, these locations receive four annual applications and the remaining locations receive two applications.

Purchasing

- On March 10, 2022, a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City’s request from firms interested in providing requirements of fertilizer/ herbicide application services
- The bid was posted on Bidnet Direct/MITN website; www.bidnetdirect.com/mitn/city-of-troy-mi.
- Two hundred and ninety-three (293) vendors were notified via the Bidnet Direct/MITN website. Five (5) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	293
Troy Companies notified via MITN	5
Troy Companies notified Active email Notification	4
Troy Companies - Active Free	1
Companies that viewed the bid	10
Troy Companies that viewed the bid	1

***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, *Green Meadows Lawnscape, Inc. of Rochester Hills, MI* was the low bidder meeting specifications and is being recommended. *Green Meadows Lawnscape, Inc.* has successfully provided fertilizer/herbicide application services for the City.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the following accounts: 101.336.344.7802.050 – Fire, 101.751.30.770.7802.050 – Parks Maintenance, 202.751.30.780.7802.070 – Streets Island Maintenance, 101.804.807.7802.070 – Historic Village, 234.285.7802.050 – Transit Center 661.549.551.7802.050 – DPW, and 101.751.30.759.7802.070 – Athletic Fields for 2022 fiscal year and the subsequent fiscal years for the duration of the contract.

Recommendation

City Management recommends awarding a three (3) year contract to provide Fertilizer/Herbicide Application Services to the low bidder meeting specifications; *Green Meadows Lawnscape of Rochester Hills, MI* at unit prices contained in the attached bid tabulation for an estimated total annual cost of \$26,470.40, 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: 03/10/2022
 Date Reviewed: 03/10/2022

CITY OF TROY
 BID TABULATION
 FERTILIZER/HERBICIDE APPLICATION SERVICES

ITB-COT 22-10
 PAGE 1 OF 2

VENDOR NAME:	Green Meadows Lawnscape, Inc.	TruGreen and Action Pest Control	Green World
CITY:	Rochester Hills, MI	Rochester Hills, MI	Troy, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00	\$1,500.00
CHECK #:	35836848	723118808	517027172-9

Proposal: THREE-YEAR REQUIREMENTS OF FERTILIZER / HERBICIDE APPLICATION SERVICES

Proposals		Description	Pricing			Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application			Cost per acre per application		
			2022	2023	2024	2022	2023	2024	2022	2023	2024
A	90.2 acres	Spring Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
		Fall Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
Estimated 3 Year Total - Proposal A:			\$34,636.80			\$77,211.20			\$75,768.00		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$64.00	\$64.00	\$64.00	\$129.00	\$135.00	\$135.00	\$135.00	\$140.00	\$145.00
		Spring Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
		Summer Application Fertilizer and Grub Control	\$64.00	\$64.00	\$64.00	\$207.00	\$217.00	\$217.00	\$220.00	\$230.00	\$240.00
		Fall Application Liquid Weed and Feed	\$64.00	\$64.00	\$64.00	\$138.00	\$145.00	\$145.00	\$135.00	\$140.00	\$145.00
Estimated 3 Year Total - Proposal B:			\$44,774.40			\$110,536.80			\$113,685.00		
Estimated Annual Total Proposal A & B:			\$26,470.40	\$26,470.40	\$26,470.40	\$60,574.80	\$63,586.60	\$63,586.60	\$60,791.50	\$63,151.00	65510.5
Est. Grand Total 3 Year Proposal A & B:			\$79,411.20			\$187,748.00			\$189,453.00		

Site Inspection:	Y/N	Y	Y	Y
Contact Information:	Hours of Operation:	7:30AM -6:30PM	M-F 8-5 Sat 9-2	6AM - 7PM
	24 Hr. Phone No.:	586-707-1499	248-379-9005	248-589-0000
Pesticide Application License #:		630375	630013	630472
References:	Y/N	Y	Y	Y
Can meet Completion Schedule:	Y/N	Y	Y	Y
Insurance Met:	Y/N	Y	Y	Y
Proposed Herbicide Information:	Y/N	Y	Y	Y
SDS Sheet/Sample of labels:	Y/N	Y	Y	Y
Payment Terms:		Net 30	60 Day Net	Net 30 days
Warranty:		Not Specified	30 Days	Not Specified
Acknowledgement:	Y/N	Y	Y	Y
Exceptions:	Y/N	None	Providing Insurance Certificates may require additional time	None
Bidder Questionnaire completed:	Y/N	Y	Y	N
Forms:	Y/N	Y	Y	Missing Legal Status of Bidder

Low Bidder Meeting Specifications

Opening Date: 03/10/2022
 Date Reviewed: 03/10/2022

CITY OF TROY
 BID TABULATION
 FERTILIZER/HERBICIDE APPLICATION SERVICES

ITB-COT 22-10
 PAGE 2 OF 2

VENDOR NAME:	Owen Tree Service	Premier Group Associates, LC
CITY:	Attica, MI	Detroit, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00
CHECK #:	2258761	2015542655

Proposal: THREE-YEAR REQUIREMENTS OF FERTILIZER / HERBICIDE APPLICATION SERVICES

Proposals		Description	Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application		
			2022	2023	2024	2022	2023	2024
A	90.2 acres	Spring Application Liquid Weed and Feed	\$147.00	\$150.00	\$153.00	\$200.00	\$208.00	\$216.35
		Fall Application Liquid Weed and Feed	\$147.00	\$150.00	\$153.00	\$200.00	\$208.00	\$216.35
Estimated 3 Year Total - Proposal A:			\$81,180.00			\$112,632.74		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$163.00	\$166.00	\$169.00	\$195.00	\$202.80	\$210.95
		Spring Application Liquid Weed and Feed	\$163.00	\$166.00	\$169.00	\$200.00	\$208.00	\$216.95
		Summer Application Fertilizer and Grub Control	\$163.00	\$166.00	\$169.00	\$180.00	\$187.20	\$194.70
		Fall Application Liquid Weed and Feed	\$163.00	\$166.00	\$169.00	\$200.00	\$208.00	\$216.35
Estimated 3 Year Total - Proposal B:			\$116,133.60			\$141,083.09		
Estimated Annual Total Proposal A & B:			\$64,530.40	\$65,771.20	\$67,012.00	\$81,262.50	\$84,513.00	\$87,940.33
Est. Grand Total 3 Year Proposal A & B:			\$197,313.60			\$253,715.83		
Site Inspection:	Y/N	Y	Y	Y	Y	Y	Y	
Contact Information:	Hours of Operation:	7AM - 5PM	7AM - 5PM	7AM - 6PM	7AM - 6PM	7AM - 6PM	7AM - 6PM	
	24 Hr. Phone No.:	810-724-6651	810-724-6651	Not Specified	Not Specified	Not Specified	Not Specified	
Pesticide Application License #:		440003	440003	820389	820389	820389	820389	
References:	Y/N	Y	Y	Y	Y	Y	Y	
Can meet Completion Schedule:	Y/N	Y	Y	Y	Y	Y	Y	
Insurance Met:	Y/N	Y	Y	Y	Y	Y	Y	
Proposed Herbicide Information:	Y/N	Y	Y	Y	Y	Y	Y	
SDS Sheet/Sample of labels:	Y/N	Y	Y	Y	Y	Y	Y	
Payment Terms:		Net 30	Net 30	Net 30	Net 30	Net 30	Net 30	
Warranty:		As specified in bid specs	As specified in bid specs	Not Specified	Not Specified	Not Specified	Not Specified	
Acknowledgement:	Y/N	Y	Y	Y	Y	Y	Y	
Exceptions:	Y/N	"We apply granular lawn fertilizers and liquid weed control"	"We apply granular lawn fertilizers and liquid weed control"	None	None	None	None	
Bidder Questionnaire completed:	Y/N	Y	Y	Y	Y	Y	Y	
Forms:	Y/N	Y	Y	Y	Y	Y	Y	

ATTEST:
 (*Bid Opening conducted via a Zoom Meeting)
 Scott Carruthers
 Laura Campbell
 Heather Chomiak
 Andrew Chambliss
 Jackie Ahlstrom

Emily Frontera
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2022

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 Action Insurance Service, Inc. 45445 Mound Rd. Suite 100 Utica MI 48317	CONTACT NAME: Jessica Trimble	PHONE (A/C, No, Ext): (586) 739-9080	FAX (A/C, No): (586) 739-3530
	E-MAIL ADDRESS: jtrimble@actionin.com		
INSURED GREEN MEADOWS LAWNSCAPE, INC. Prolific Enterprises, Inc. 2359 AVON INDUSTRIAL DR ROCHESTER HILLS MI 48309-3622	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hastings Mutual		
	INSURER B: Accident Fund National		12305
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2020 - 2021

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	CPP17591457	04/07/2021	04/07/2022	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
							comp/coll	\$ 1,000/\$1,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACV17590620	04/07/2021	04/07/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ULC17591716	04/07/2021	04/07/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6117098	09/30/2021	09/30/2022	<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
A	Herbicide and Pesticide			CPP17591457	04/07/2021	04/07/2022		\$1,000,000

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

The City of Troy, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board 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. 30 days notice of cancellation/10 day notice due to non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy 500 W. Big Beaver Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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