

CITY COUNCIL MINUTES

May 8, 2023

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Tree/Stump Maintenance Services

Resolution #2023-05-079-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with an option to renew for two (2) additional years with a 5% escalator for Tree/Stump Maintenance Services to the low bidder meeting specifications, *J.H. Hart Urban Forestry of Sterling Heights, MI*, at unit prices contained in the bid tabulation opened April 20, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2028.

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

PURCHASE ORDER

No. 2024-00000011

DATE: 07/11/2023

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

VENDOR NO. 109798

Vendor

J H HART URBAN FORESTRY
6600 PRODUCT DRIVE
STERLING HEIGHTS, MI 48312

EXPIRATION DATE

06/30/2024

COUNCIL RESOLUTION

2023-05-079-J-4a

INSTRUCTIONS

Return to Department

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Tree and Stump Maintenance Services - Year 1	525,000.0000	\$525,000.00
1	Each	DDA - Blue Spruce Insect and Disease Treatment	3,995.0000	\$3,995.00

Entered By: Emily Frontera

\$528,995.00

Special Instructions:

CITY COUNCIL AWARD DATE: 05/8/2023. TREE STUMP MAINTENANCE SERVICES shall be provided in accordance with the Bid Specifications for ITB-COT 23-17 and as per all hourly rates as bid. This is a THREE Year Contract with an option to renew for two (2) additional years. YEAR ONE of Potential FIVE YEAR Contract. CERTIFICATE OF INSURANCE AND ENDORSEMENT REQUIRED TO BE ON FILE FOR THE DURATION OF THE CONTRACT.

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- 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.
- 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.
- 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.

Emily Frontera

CITY OF TROY
BID TABULATION
TREE/STUMP REMOVAL SERVICES

VENDOR NAME:	J.H. Hart Urban Forestry	Owen Tree Service, Inc.
City:	Sterling Heights, MI	Attica, MI
Check #:	On File	2506576
Check Amount:		\$10,000.00

PROPOSAL: TO FURNISH THREE YEAR REQUIREMENTS OF TREE/STUMP MAINTENANCE SERVICES WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS.

PROPOSAL A <u>TREE REMOVAL</u> Provide three-man tree removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.	Estimated Man Hours	Price/Hour/Three-Man Crew	Price/Hour/Three-Man Crew
	420		
	Regular Time:	\$201.00	\$336.00
	Overtime:	\$277.41	\$504.00
	Typical Crew Size	3	3
PROPOSAL B <u>STUMP REMOVAL</u> Provide a stumping crew including all equipment for removal and grinding of the stumps.	Estimated Man Hours	Price/Hour/Two-Man Crew	Price/Hour/Two-Man Crew
	300		
	Regular Time:	\$206.69	\$272.00
	Typical Crew Size	2	2
PROPOSAL C <u>BLOCK PRUNING</u> Provide two crews consisting of two-men, two aerial towers & two chippers for tree pruning	Estimated Man Hours	Price/Hour/Two Crews of a Two-Man Crew	Price/Hour/Two Crews of a Two-Man Crew
	1,100		
	Regular Time:	\$140.76	\$448.00
	Overtime:	\$194.02	\$672.00
	Typical Crew Size	2	4
PROPOSAL D <u>SERVICE REQUEST RESPONSE</u> Provide a two-man crew for individual pruning requests.	Estimated Man Hours	Price/Hour/Two-Man Crew	Price/Hour/Two-Man Crew
	1,100		
	Regular Time:	\$140.76	\$224.00
	Typical Crew Size	2	2
PROPOSAL E <u>STORM DAMAGE REMOVAL</u> Provide a three-man storm damage removal crew, all eqpt., saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.	Estimated Man Hours	Price/Hour/Three-Man Crew	Price/Hour/Three-Man Crew
	10		
	Regular Time:	\$277.41	\$450.00
	Typical Crew Size	3	3
PROPOSAL F <u>OPEN DRAIN TREE & DEBRIS DAM REMOVAL</u> Provide a three-man removal crew, all eqpt. saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.	Estimated Man Hours	Price/Hour/Three-Man Crew	Price/Hour/Three-Man Crew
	10		
	Regular Time:	\$201.00	\$336.00
	Typical Crew Size	3	3
PROPOSAL G <u>GRAPPLE SAW CRANE TREE REMOVAL</u> Provide a tree removal crew, all equipment, grapple crane saw, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.	Estimated Man Hours	Price/Hour/Three-Man Crew	Price/Hour/Three-Man Crew
	50		
	Regular Time:	\$468.84	NO BID
	Typical Crew Size	3	
PROPOSAL H <u>INSECT AND DISEASE TREATMENT</u> Treat 31 groups of Blue Spruce totaling approx. 227 trees within the DDA Corridor on the Big Beaver median between Rochester to just west of Coolidge.		Price per Annual Treatment	Price per Annual Treatment
		\$3,995.00	\$2,800.00

Opening Date: 04/20/2023
Reviewed Date: 04/20/2023

CITY OF TROY
BID TABULATION
TREE/STUMP REMOVAL SERVICES

ITB-COT 23-17
Page 2 of 2

VENDOR NAME:		J.H. Hart Urban Forestry	
PROPOSAL I <u>DOUBLE GROUND MULCH</u> Double Shred Mulch	Estimated Cu Yds	Cost per Cu Yd Delivered	Cost per Cu Yd Delivered
	250	\$0.00	\$16.00
	Minimum amount per Delivery	60 Yards	50 Yards
Total Proposal Price:		\$488,320.10	\$976,580.00
			Note: Proposal G not bid
Insurance Met:	Y or N	Y	Y
References:	Y or N	Y	Y
Site Inspection:	Y or N	Y	N
Extension of contract:	Y or N	N	Y
Contact Information:			
24 Hour Phone #:		248-755-1793	810-724-6651
Hours of Operation:		M-F 7:30am-5pm	8:00 - 5:00
Phone #:		586-795-5581	810-217-7862
Payments:		Net 30 days	15 days
Exceptions:		5% increase in prices for each year of the two year extension.	None
Acknowledgement:	Y or N	Y	Y
Proposal A-I Attachments provided:	Y or N	Y	Y
Schedule of Values provided:	Y or N	Y	Y
Forms:	Y or N	Y	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham

Andrew Chambliss

Heather Chomiak

Emily Frontera

Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 23-17

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The undersigned proposes to complete for the City of Troy – **THREE YEAR REQUIREMENTS OF TREE/STUMP MAINTENANCE SERVICES WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS** - in accordance with the attached bid specifications, that are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: J.H. Hart Urban Forestry

PROPOSAL:

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

Proposal	Estimated Quantity	Description	Price Per Hour
<u>Proposal A</u> Tree Removal	420 Man Hours	Contractor to provide a three-man tree removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary for removal and disposal of trees on municipal property in the City of Troy. This excludes additional equipment if necessary to remove logs greater than 16 inches in diameter and equipment required to remove stumps. Typical Crew Size: # <u>3</u> of Men	Regular Time: \$ <u>201</u> / Hour / Three-Man Crew Overtime: \$277.41/Hour
<u>Proposal B</u> Stump Removal	300 Man Hours	Contractor to provide a crew to perform stumping operations including all equipment and employees for removal/grinding of the stump(s), topsoil and grading, and seed and mulch. This would include any additional traffic control devices if needed. Typical Crew Size: # <u>2</u> of Men	Regular Time: \$ <u>206.69</u> / Hour / Two-Man Crew
<u>Proposal C</u> Block Pruning	1100 Man Hours	Contractor to provide a minimum of two (2) crews consisting of two (2) men, two (2) aerial towers, and two (2) chippers for tree pruning. Price is to include all crew, equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary for pruning of municipal trees in Rights-Of-Way. This pruning will be done by the square mile. Typical Crew Size: # <u>2</u> of Men	Regular Time: \$ <u>140.76</u> / Hour / Two Crews of a Two-Man Crew Overtime: \$194.02/Hour

Bid Proposal
Tree/Stump Maintenance Services
Page 2 of 9

<u>Proposal D</u> Service Request Response	1100 Man Hours	Contractor to provide a two-man crew for individual pruning requests. Price is to include two-man crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary for general municipal tree service requests. This work will be individual service requests from residents and the City Representative(s). Typical Crew Size: # 2 of Men	Regular Time: \$ 140.76 / Hour / Two-Man Crew
<u>Proposal E</u> Storm Damage Removal	10 Man Hours	Contractor to provide a three-man storm damage removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary to make the affected area safe. This only includes work performed outside of regular working hours (overtime rate). Crews must be onsite of storm damage within two hours of the City Representative request. Typical Crew Size: # 3 of Men	Overtime: \$ 277.41 / Hour / Three-Man Crew
<u>Proposal F</u> Open Drain Tree and Debris Dam Removal	10 Hours	Contractor to provide a three-man removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary to remove fallen or dangerous trees in retention ponds, water ways, rear yard drains, and other similar locations. Typical Crew Size: # 3 of Men	Regular Time: \$ 201 / Hour / Three-Man Crew
<u>Proposal G</u> Grapple Saw Crane Tree Removal	50 Hours	Contractor to provide a tree removal crew, all equipment, grapple crane saw, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary for removal and disposal of trees on municipal property in the City of Troy. This excludes additional equipment if necessary to remove logs greater than 16 inches in diameter and equipment required to remove stumps. Typical Crew Size: # 3 of Men	Regular Time: \$ 468.84 / Hour / Three-Man Crew
<u>Proposal H</u> <u>Insect and</u> <u>Disease</u> <u>Treatment</u>	Annual Treatment	Treat 31 groups of Blue Spruce (<i>Picea pungens</i>) totaling approximately 227 trees within the DDA Corridor on the Big Beaver median between Rochester Rd to just west of Coolidge, to control harmful insects and fungal pathogens. Treatment must be made during bud break.	Annual Treatment: \$ 3995 / Treatment
<u>Proposal I</u> <u>Double</u> <u>Ground</u> <u>Mulch</u>	250 cu yds	Double Shred Mulch	Cost per Cubic Yd Delivered: \$ 0 / yd, (Free of Charge) 60 Yards Min. Amount per Delivery

COMPANY NAME: J.H. Hart Urban Forestry

SCHEDULE OF VALUES: Additional Equipment and / or labor may be required during the term of the contract. Those prices will be obtained from the Schedule of Values. (See attached - Schedule of Values, 2023 Program Form, Page 1 of 1)

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.*

DEFINITION OF HOURLY TIME CHARGES:

Regular Time is defined as Monday thru Friday from the hours of 8:00 AM thru 5:00 PM. There will be no work on the following holidays except in the event of an emergency, when the Storm Damage rate would apply: New Year's Eve; New Year's Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Eve; and Christmas Day. Overtime is defined as any hours worked extending past the regular time listed until the start of the next scheduled regular time (Example: Friday from 5:01 PM till Monday 7:59 AM will be considered overtime). **Contractor must have permission from City Representative(s) prior to working any billable overtime.**

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. Quantities stated are for award purposes only and are based upon our best estimates. The City of Troy will not be penalized for requiring more or less of the services specified. The amount of work will be dependent upon budgetary limitations.

SECONDARY SUPPLIERS:

The City of Troy reserves the right to name a secondary supplier to be utilized when the primary supplier is not available. *A primary and secondary supplier will be awarded for Proposal C only.*

INSURANCE REQUIREMENTS:

Insurance 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 Department at (248) 619-7608, and is the only bid document accepted in this format.

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

- (X) We can meet the specified insurance requirements.
- () We cannot meet the specified insurance requirements.
- () We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

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

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

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

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

COMPANY NAME: J.H. Hart Urban Forestry

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

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

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

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

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

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

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.

COMPANY NAME: J.H. Hart Urban Forestry

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) additional business 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.

BID DEPOSIT AND FORFEITURE:

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

The bid surety of the successful bidder will be held as a performance surety for the duration of the contract and will be returned to the awarded company upon successful completion of all specified requirements upon contract expiration. The performance surety is subject to forfeit due to poor performance.

DESIGNATED CITY REPRESENTATIVES:

Dennis Trantham, Facilities and Grounds Operations Manager is the designated City representatives for this project.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project please contact: Dennis Trantham, Facilities and Grounds Operations Manager at 248-524-3503 or Dennis.Trantham@troymi.gov

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.

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. Include the City of Troy, if appropriate.

COMPANY: City of Troy

ADDRESS: 4693 Rochester Road, Troy, MI 48085

PHONE: (248) 524-3392 CONTACT: Kurt Bovensiep

EMAIL: k.bovensiep@troymi.gov

COMPANY: City of Birmingham

ADDRESS: 851 S. Eton, Birmingham, MI 48009

PHONE: (248) 530-1702 CONTACT: Scott Zielinski

EMAIL: szielinski@bham.gov

COMPANY: City of Royal Oak

ADDRESS: 1600 N. Campbell Road, Royal Oak, MI 48067

PHONE: (248) 246-3300 CONTACT: Aaron Filipski

EMAIL: aaronf@romi.gov

COMPANY NAME: J.H. Hart Urban Forestry

PURCHASE ORDER: After the Troy City Council has approved the award, the successful bidder will be required to sign the Contract Form attached. A Notice of Award letter will be sent to the successful bidder(s) upon approval by the Troy City Council. The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. Contract will be released once acceptable insurance certificate(s) are received and approved.

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

It is the intent of the City to qualify one Primary and one Secondary provider for Tree and Stump Maintenance Service. In the event the Primary Service Provider is unable to deliver or meet the needs as specified, the Secondary Service Provider will be contacted. Award will be made on a low total bid basis using estimated quantities FOR All PROPOSALS. A primary and secondary provider will be awarded for Proposal C only.

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations. Pricing for award purposes will be calculated based upon the estimated number of hours times the regular hourly rates.

COMPLETION SCHEDULE:

Proposal A – Tree Removal

Completion schedule will be set in accordance with date each tree or group of trees is assigned.

Proposal B – Stump Removal

Stumps are to be removed within ten (10) working days of tree removal or as assigned.

Proposal C – Block Pruning

Completion schedule will be set in accordance with date each section is assigned and estimated number of trees, and size / maturity of the trees in that section is identified.

Proposal D – Service Request Response

Unless otherwise agreed to by the City, individual service requests will be completed within ten (10) working days from date on the service request.

Proposal E – Storm Damage Removal

Storm Damage will be removed:

1. Road / driveway blockage – Within two hours of request from City Representative
2. Sidewalk blockage – within 48 hours of call out
3. Per section – to be determined by the City based on severity of storm event.

Proposal F – Open Drain Tree and Debris Dam Removal

Unless otherwise agreed to by the City, individual service requests will be completed within ten (10) working days from date on the service request.

Proposal G – Grapple Saw Crane Tree Removal

Completion schedule will be set in accordance with date each tree or group of trees is assigned. The City of Troy is the only party to this contract that is authorized to set and amendment scheduling. The Contractor is required to start the service within (10) ten working days after notified to commence the work.

COMPANY NAME: J.H. Hart Urban Forestry

SITE INSPECTION:

Bidders should familiarize themselves with the existing conditions in Troy. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

- (X) Our company visited the sites: continuously throughout current contract.
() Our company did not visit the sites.

EQUIPMENT INSPECTION:

At the City's option, an inspection of the contractor's listed equipment maybe requested prior to bid award.

USE OF CURRENT EMPLOYEES:

The City reserves the right to reject any part or all of any ITB received and allow current employees to perform the work described herein, if such action is in the City's best interest.

PROGRESS PAYMENTS:

The City of Troy will consider a weekly progress payment schedule for work as completed in accordance with specifications. The Facilities and Grounds Operations Manager or designated representative will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: Invoiced weekly. Net 30 days.

(Please submit an attachment identified as _____ if more space is necessary.)

EXTENSION OF AWARD TO THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK (MITN) PURCHASING COOPERATIVE:

If your company is the successful bidder for Tree/Stump Maintenance Services as referenced in this proposal and agrees to extend this contract for tree and stump removal services under the same prices, terms, and conditions to other Governmental Entities of the MITN Purchasing Cooperative, the following information is required:

- () If an award is made to _____, it is agreed that the contract will be extended to other members of the MITN Purchasing Cooperative under the same prices, terms, and conditions.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

- (X) Our company is NOT INTERESTED in extending the contract: the other MITN Members.

If agreed by the successful bidder, the Cooperative Governmental Entities wishing to use this contract will issue a purchase order for the services awarded in the bid proposal. The type of services ordered will be at the Entity's discretion. Each Entity will provide location(s), and must be invoiced separately to the address indicated on their individual purchase order.

NOTE: It will be at the successful bidder's discretion to extend this contract to other Governmental Entities not a member of the MITN Cooperative under the same prices, terms, and conditions. The MITN Purchasing Cooperative reserves the right to be notified if the vendor is marketing this contract to non-member Entities. A list of participating agencies in the cooperative can be found at www.bidnetdirect.com. It should be noted that some entities may already have the services specified and contracted with another provider.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. 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 retain these services in-house, re-award or re-bid the contract in whatever manner is deemed to be in its best interest.

CONTRACT FORMS:

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

IMPORTANT:

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

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.

CONTACT INFORMATION:

Contact Name: Judd Hart 24 Hr. Phone # (248) 755-1793

Cell # (248) 755-1793

Hours of Operations: Monday- Friday 7:30am - 5:00 PM (M-F) Pager# (pagers not utilized) Office Number: (586) 795-5581

Email Address: urbanjudd@yahoo.com

U.S. FUNDS:

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

COMPANY NAME: J.H. Hart Urban Forestry

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award; whichever comes first, except the successful bidder whose prices shall be firm until contract expiration with the exception noted below.

The contract period shall commence July 1, 2023 and continue for three (3) fiscal years, with an option to renew the contract for two additional years through mutual consent, within 90 days of contract termination under the same pricing structure (exception noted below), terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

The City can accept an increase in labor rates if at the beginning of the option year, the increase requested does not exceed the difference between the Consumer Price Index (CPI) for the Detroit/ Ann Arbor area for June of the current contract year and the base year of June 2023.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

TAX ID NUMBER: 38-2802253

COMPANY: J.H. Hart Urban Forestry

ADDRESS: 6600 Product Dr. **CITY:** Sterling Heights

STATE: Michigan **ZIP:** 48312

PHONE: (586) 795-5581 **FAX NUMBER:** (586) 795-0930

REPRESENTATIVE NAME: Judd H. Hart

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: Net 30 days

BID CHECK #: We would like to reuse our current bid deposit for this bid.

EMAIL: urbanjudd@yahoo.com

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 proposal offer.

We would like to propose a 5% increase in prices for each year of the two year optional extension. Please see attachment for this proposed pricing. There is also an additional attachment to support the "schedule of values" portion of the bid. We intend to use our current \$10,000.00 bid bond, held currently by the City of Troy, towards this bid's requirements. A list of our current staff is attached.

ACKNOWLEDGEMENT:

I, Judd Hart, 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: 



Proposal A: Tree Removal

☒ See attached

COMPANY NAME: J.H. Hart Urban Forestry

COMPANY NAME: J.H. Hart Urban Forestry

COMPANY NAME: J.H. Hart Urban Forestry

COMPANY NAME: J.H. Hart Urban Forestry

COMPANY NAME: J.H. Hart Urban Forestry

[illegible]

COMPANY NAME: J.H. Hart Urban Forestry



SCHEDULE OF VALUES **2023 PROGRAM**

Your company **MUST** complete this form

ITEM	EQUIPMENT DESCRIPTION:	RATES:
Labor – CERTIFIED ARBORIST Monday – Friday 8 AM to 5 PM		Regular Rate: <u>\$ 69.58 /Man Hour</u> Overtime Rate: <u>\$104.37/Man Hour</u>
Labor – TREE MAN Monday – Friday 8 AM to 5 PM		Regular Rate: <u>\$60.23 /Man Hour</u> Overtime Rate: <u>\$90.35 /Man Hour</u>
Labor - Ground Man		Regular Rate: <u>\$46.29 /Man Hour</u> Overtime Rate: <u>\$69.44 /Man Hour</u> Holiday Time: <u>\$92.58 /Man Hour</u>
	Logging Truck with Operator	Regular Rate: <u>\$127.42 /Man Hour</u> Overtime Rate: <u>\$157.54 /Man Hour</u> Holiday Time: <u>\$187.65 /Man Hour</u>



SCHEDULE OF VALUES **2023 PROGRAM**

Continued

	Front End Loader with Operator	Regular Rate: <u>\$86.65 /Man Hour</u> Overtime Rate: <u>\$116.70 /Man Hour</u> Holiday Time: <u>\$146.74 /Man Hour</u>
	Crane with Operator	Regular Rate: <u>\$ 227.70 /Man Hour</u> Overtime Rate: <u>\$265.65 /Man Hour</u> Holiday Time: <u>\$303.60 /Man Hour</u>
	Grapple Crane Saw with Operator	Regular Rate: <u>\$355.39 /Man Hour</u> Overtime Rate: <u>\$385.51/Man Hour</u> Holiday Time: <u>\$415.62 /Man Hour</u>
	Aerial Tower	\$22.83 /Hour
	Chipper	\$11.41 /Hour
	Dump Truck	\$13.95 /Hour
OTHER:	Boxer Loader	\$12.68 /Hour
	Pick-Up Truck	\$11.50 /Hour
	Stump Machine	\$59.59 /Hour
	Aerial Track Lift	\$22.83 /Hour



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 Judd H. Hart, bearing the office title of President
 , whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

n/a

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

n/a

_____	_____
-------	-------




**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Judd H. Hart, being duly sworn deposed, says that he/she
(Print Full Name)

is President of J.H. Hart Urban Forestry. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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


SIGNATURE OF PERSON SUBMITTING BID


NOTARY'S SIGNATURE

Subscribed and sworn to before me this 19th day of April, 2023
in and for Macomb County.

My commission expires:

October 30, 2028

KAREN LYNN GRASS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires October 30, 2028



**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.**

J.H. hart Urban Forestry

Name of Agency/Company/Firm (Please Print)

Judd H. Hart, President

Name and title of authorized representative (Please Print)

Signature of authorized representative

April 19, 2023

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	J.H. hart Company, Inc.
Street Address	6600 Product Drive
City	Sterling Heights
State, Zip	Michigan, 48312
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2802253

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: _____

A handwritten signature in black ink, appearing to read 'Judd H. Hart', written over a horizontal line.

Printed Name of Vendor's Authorized Agent: Judd H. Hart

Witness Signature: _____

A handwritten signature in black ink, appearing to read 'Meghan Olsen', written over a horizontal line.

Printed Name of Witness: Meghan Olsen



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

The undersigned, the owner or authorized officer of J.H. Hart Urban Forestry (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 J.H. Hart Urban Forestry and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

J.H. Hart Urban Forestry, Judd Hart

By: Judd H. Hart

Its: President

STATE OF MICHIGAN

COUNTY OF Macomb

) ss.

KAREN LYNN GRASS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires October 30, 2028

This instrument was acknowledged before me on the 19th day of April, 2023, by

Karen Grass.

Karen Lynn Grass

2023-2026

City Troy

Effective 07/01/23

Tree Trimming	Tree Removal	Tree Removal	Brush Chipping	Logging Truck	Stump Grinding	Stump Grinding	Stump Grinding	Tree Trimming
2-Man	3-Man	2-Man	2-Man	1-Man	1-Man	2-Man	3-Man	3-Man

Foreman	\$60.23	\$60.23	\$60.23	\$60.23	\$60.23	\$60.23	\$60.23	\$60.23	\$60.23
Groundman	\$46.29	\$46.29	\$46.29	\$46.29			\$46.29	\$46.29	\$46.29
Groundman		\$46.29						\$46.29	\$46.29
Tower	\$22.83	\$22.83	\$22.83						\$22.83
Dump		\$13.95	\$13.95	\$13.95		\$13.95	\$13.95	\$13.95	
Dump							\$13.95	\$13.95	
Chipper	\$11.41	\$11.41	\$11.41	\$11.41					\$11.41
Stump-Machine						\$59.59	\$59.59	\$59.59	
Logging Truck					\$67.19				
Trailer									
Boxer Loader							\$12.68	\$12.68	
IPM Truck									
Per Hour	\$140.76	\$201.00	\$154.71	\$131.88	\$127.42	\$133.77	\$206.69	\$252.98	\$187.05
% Increase	15.02%	15.02%	15.02%	15.01%	15.00%	15.01%	15.01%	15.02%	15.02%
Per 8-Hours	\$1,126.08	\$1,608.00	\$1,237.68	\$1,055.04	\$1,019.36	\$1,070.16	\$1,653.52	\$2,023.84	\$1,496.40
Per Hour OTP	\$194.02	\$277.41	\$207.97	\$185.14	\$157.54	\$163.89	\$259.95	\$329.39	\$263.46

2026-2027 (Extension1)

City Troy		Tree Trimming	Tree Removal	Tree Removal	Brush Chipping	Logging Truck	Stump Grinding	Stump Grinding	Stump Grinding	Tree Trimming
		2-Man	3-Man	2-Man	2-Man	1-Man	1-Man	2-Man	3-Man	3-Man
Effective 07/01/26	Foreman	\$63.24	\$63.24	\$63.24	\$63.24	\$63.24	\$63.24	\$63.24	\$63.24	\$63.24
	Groundman	\$48.60	\$48.60	\$48.60	\$48.60			\$48.60	\$48.60	\$48.60
	Groundman		\$48.60						\$48.60	\$48.60
	Tower	\$23.97	\$23.97	\$23.97						\$23.97
	Dump		\$14.65	\$14.65	\$14.65		\$14.65	\$14.65	\$14.65	
	Dump						\$14.65	\$14.65		
	Chipper	\$11.98	\$11.98	\$11.98	\$11.98					\$11.98
	Stump-Machine						\$62.56	\$62.56	\$62.56	
	Logging Truck					\$70.55				
	Trailer									
	Boxer Loader							\$13.31	\$13.31	
	IPM Truck									
	Per Hour	\$147.79	\$211.04	\$162.44	\$138.47	\$133.79	\$140.45	\$217.01	\$265.61	\$196.39
	% Increase	4.99%	5.00%	5.00%	5.00%	5.00%	4.99%	4.99%	4.99%	4.99%
	Per 8-Hours	\$1,182.32	\$1,688.32	\$1,299.52	\$1,107.76	\$1,070.32	\$1,123.60	\$1,736.08	\$2,124.88	\$1,571.12
	Per Hour OTP	\$203.71	\$291.26	\$218.36	\$194.39	\$165.41	\$172.07	\$272.93	\$345.83	\$276.61

2027-2028 (Extension 2)

City Troy		Tree Trimming	Tree Removal	Tree Removal	Brush Chipping	Logging Truck	Stump Grinding	Stump Grinding	Stump Grinding	Tree Trimming
		2-Man	3-Man	2-Man	2-Man	1-Man	1-Man	2-Man	3-Man	3-Man
Effective 07/01/27	Foreman	\$66.40	\$66.40	\$66.40	\$66.40	\$66.40	\$66.40	\$66.40	\$66.40	\$66.40
	Groundman	\$51.03	\$51.03	\$51.03	\$51.03			\$51.03	\$51.03	\$51.03
	Groundman		\$51.03						\$51.03	\$51.03
	Tower	\$25.17	\$25.17	\$25.17						\$25.17
	Dump		\$15.38	\$15.38	\$15.38		\$15.38	\$15.38	\$15.38	
	Dump							\$15.38	\$15.38	
	Chipper	\$12.58	\$12.58	\$12.58	\$12.58					\$12.58
	Stump-Machine						\$65.69	\$65.69	\$65.69	
	Logging Truck					\$74.08				
	Trailer									
	Boxer Loader							\$13.98	\$13.98	
	IPM Truck									
	Per Hour	\$155.18	\$221.59	\$170.56	\$145.39	\$140.48	\$147.47	\$227.86	\$278.89	\$206.21
	% Increase	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
	Per 8-Hours	\$1,241.44	\$1,772.72	\$1,364.48	\$1,163.12	\$1,123.84	\$1,179.76	\$1,822.88	\$2,231.12	\$1,649.68
	Per Hour OTP	\$213.90	\$305.82	\$229.28	\$204.11	\$173.68	\$180.67	\$286.58	\$363.12	\$290.44

Current	3-Year Contract	Extention 1	Extension 2
2022-23	2023-26	2026-27	2027-28
Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate

Pick-Up Truck	\$10.00	\$11.50 15.00%	\$12.07 4.96%	\$12.67 4.97%
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Aerial Track Lift	\$19.85	\$22.83 15.01%	\$23.97 4.99%	\$25.17 5.01%
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Grapple Crew (2 or 3)	\$446.51	\$468.84 5.00%	\$492.28 5.00%	\$516.89 5.00%
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Grapple w/Foreman	\$338.47	\$355.39 5.00%	\$373.16 5.00%	\$391.82 5.00%
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2-Man Flagging	\$92.61	\$106.50 15.00%	\$111.83 5.00%	\$117.42 5.00%
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201	Judd	Hart
202	Bill	Hart
	Karen	Grass
	Elizabeth	Raschke
207	Warren	DeWitt
	Jim	Bommer
	Meghan	Olsen
	Ellen	Marshall
203	Larry	Jennex
215	Dan	Adragna
225	Jeff	Allen
244	Josh	Allen
243	Jeff	Beeckman
222	Kyle	Beeckman
227	Mike	Bourgeois
208	Jim	Brockmiller
235	Mike	Compinski
234	John	Cypoth
240	Nick	Daigler
231	Zach	Gill
221	Sal	Hansen
217	Casey	Hardin
238	Brent	Harrison
223	Zack	Harrison
236	Tyler	Hart
230	Matt	Jabiro
242	Mitch	Kaverman
226	Aaron	Keyworth
247	Chris	Kustrzyk
211	Bill	LaGassa
249	Chris	Luckey
229	Chris	Lukanowski
219	Bradlee	Prieskorn
220	Ryan	Raschke
224	Matt	Schipono
239	Aaron	Shar
214	Les	Sproessig
232	Brian	Sullivan
233	Bob	Stempnik
213	Jason	Uhlig
241	Will	Wilcox
205	Ron	Woods
216	Owen	Zysk



SAFETY DATA SHEET

Quali-Pro Propiconazole 14.3 Fungicide

Page 1 of 7
Revision Date: October 9, 2015

SECTION 1: IDENTIFICATION

Product Name: Quali-Pro Propiconazole 14.3 Fungicide
EPA Registration No.: 53883-363
Recommended Use: Fungicide; See product label for a complete list of uses and use sites.
Restrictions on Use: See product label for any restrictions on the use of this product.
Chemical Family: Triazole
Chemical Name of Active Ingredient(s): Propiconazole (1-[[2-(2,4-dichlorophenyl)-4-propyl]-1,3-dioxolan-2-yl]methyl])-1,2,4-triazole
Manufactured for: Control Solutions, Inc.
5903 Genoa-Red Bluff
Pasadena, TX 77507

FOR FIRE, SPILL, AND/OR LEAK EMERGENCIES CONTACT: CHEMTREC 1-800-424-9300

FOR MEDICAL EMERGENCIES AND HEALTH AND SAFETY INQUIRIES CONTACT: Safety Call 1-866-897-8050

SECTION 2: HAZARD(S) IDENTIFICATION

EMERGENCY OVERVIEW: Clear yellow liquid with a slight solvent odor. Thermal decomposition may produce toxic carbon and nitrogen oxides and hydrogen chloride.

OSHA HCS CLASSIFICATION (29 CFR 1910.1200)

Acute Inhalation Toxicity	Category 4
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Signal Word: WARNING



Hazard Statement(s): Harmful if inhaled.

Precautionary Statement(s):

Prevention: Avoid breathing mist/vapors/spray. Use only outdoors or in a well ventilated area.

Response: **IF INHALED:** Remove person to fresh air and keep comfortable for breathing. Call a poison center/doctor if you feel unwell.

Storage: No statement required. See section 7 for storage information.

Disposal: No statement required. See section 13 for disposal information.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	Weight %
Propiconazole	60207-90-1	14.3%

*Ingredients not listed or listed with a weight % range are considered a trade secret and are withheld under 29 CFR 1910.1200(i).

Quali-Pro Propiconazole 14.3 Fungicide

Page 2 of 7
Revision Date: October 9, 2015

SECTION 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. Call a poison control center or doctor for treatment advice.
IF ON SKIN:	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.
IF INGESTED:	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 do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Note to Physician: There is no specific antidote for this product. Induce emesis or lavage stomach, taking care to avoid aspiration of stomach contents into lungs.

Most important symptoms/effects, acute and delayed: None known

SECTION 5: FIRE-FIGHTING MEASURES	
Suitable Extinguishing Media:	Foam, dry chemical, carbon dioxide or water spray
Unsuitable Extinguishing Media:	Water jet
Hazardous Combustion Products:	Thermal decomposition may produce toxic carbon and nitrogen, and hydrogen chloride.
Special Protective Equipment & Precautions:	Evacuate area and fight fire upwind from a safe distance to avoid hazardous vapors and decomposition products. Foam and/or dry chemical are preferred to minimize environmental contamination. If water is used, dike and collect water to prevent run-off. Wear self-contained breathing apparatus and full fire-fighting turn-out gear (Bunker gear).
Unusual Fire & Explosion Hazards:	None known

SECTION 6: ACCIDENTAL RELEASE MEASURES	
Personal Precautions:	See Section 8 for personal protection equipment.
Environmental Precautions:	Keep spilled material and any rinsate from contaminating soil or from entering sewage and drainage systems and bodies of water.
Methods for Containment:	Isolate the spill area. Keep unnecessary and unprotected personnel from entering. Absorb small spills with sand, vermiculite or other inert absorbent. Dike large spills using absorbent or impervious material such as clay or sand. Recover and contain as much free liquid as possible for reuse. Allow absorbed material to solidify and scrape up for disposal.
Methods for Clean-up:	Place contaminated material in appropriate container for disposal. After removal, flush contaminated area thoroughly with water. Pick up wash liquid with additional absorbent and place in a disposable container. Do not put spilled material back in the original container.
Other Information:	None known

SECTION 7: HANDLING AND STORAGE

Handling: RECOMMENDATIONS ARE INTENDED FOR MANUFACTURING, PACKAGING AND COMMERCIAL BLENDING WORKERS. PESTICIDE APPLICATORS AND WORKERS must refer to the product label and Directions for Use attached to the product for Agricultural Use Requirements in accordance with the EPA Worker Protection Standard 40 CFR part 170. Handle and open container in a manner as to prevent spillage. Do not eat, drink or smoke while handling this product. Immediately wash off accidental splashes of the concentrate or spray mixture from skin, clothing and out of eyes.

Storage: See pesticide label for full information on product storage. Do not contaminate water, food or feed by storage of this product. Store away from sources of heat, out of direct sunlight and away from incompatible materials. Pesticides should be stored in secured areas away from children and animals.

Storage Temperature (Min/Max): Do not store above 150°F or below 20°F.

Product Incompatibilities: Avoid contact with oxidizers.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Users of a pesticide product must refer to the product label for personal protective equipment requirements.

Exposure Guidelines:

COMPONENT	OSHA PEL	ACGIH TLV	NIOSH REL
No components listed			

Engineering Controls: Provide general or local exhaust ventilation systems to maintain airborne concentrations below OSHA PELs or other specified exposure limits. Local exhaust ventilation is preferred.

Respiratory Protection: In areas of poor ventilation, use a NIOSH approved respirator with cartridges/canisters approved for pesticides.

Eye Protection: Chemical goggles or safety glasses and full-face shield.

Protective Gloves: Chemical-resistant gloves such as barrier laminate, butyl rubber, nitrile, neoprene rubber, polyvinyl chloride (PVC) or Viton.

Other Protective Clothing: Long-sleeved shirt, long pants and chemical resistant footwear plus socks.

General Safety Measures: Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove clothing immediately after handling this product. Wash outside of gloves before removing. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

Quali-Pro Propiconazole 14.3 Fungicide

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Revision Date: October 9, 2015

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear yellow liquid	Upper/Lower Flammability Limits:	Not determined
Odor:	Slight solvent odor	Vapor Pressure:	Not determined
Odor Threshold:	Not determined	Vapor Density:	Not determined
pH (1% dispersion):	5.82 @ 25°C	Relative Density (@24°C):	1.08 (typical)
Melting /Freezing Point:	Not determined	Solubility:	Not determined
Boiling Point/Range:	Not determined	Partition Coefficient:	Not determined
Flash Point:	>230°F	Auto-ignition Temperature:	Not determined
Evaporation Rate:	Not determined	Decomposition Temperature:	Not determined
Flammability:	Not applicable	Viscosity:	138 cPs @ 24°C

SECTION 10: STABILITY AND REACTIVITY

Reactivity:	No hazardous chemical reactions known.
Chemical Stability:	Stable under normal storage and handling conditions.
Possibility of Hazardous Reactions:	No potential for hazardous reactions known.
Conditions to Avoid:	Excessive heat
Incompatible Materials:	Oxidizers
Hazardous Decomposition Products:	Thermal decomposition may produce toxic carbon and nitrogen, and hydrogen chloride.

SECTION 11: TOXICOLOGICAL INFORMATION

Likely Routes of Exposure:	Eye contact, Skin contact, Inhalation, Ingestion
Symptoms of Exposure:	No overt symptoms.
Oral LD₅₀:	5,000 mg/kg (rat)
Dermal LD₅₀:	>5,050 mg/kg (rat)
Inhalation LC₅₀:	>2.10 mg/L (4-hour)(rat)
Eye Irritation/Damage:	No positive effects after 24 hours. Mildly irritating at 1 hour after treatment based upon a study in rabbits.
Skin Corrosion/Irritation:	No erythema or edema observed at any time after treatment based upon a study in rabbits.
Skin Sensitization:	Non-sensitizer
Chronic/Subchronic Toxicity:	No data available
Mutagenicity:	No data available
Reproductive Toxicity:	No data available
Neurotoxicity:	No data available
Target Organs:	No data available
Aspiration Hazard:	Not anticipated to be an aspiration hazard.
Carcinogenicity:	No anticipated carcinogenic effects.

Chemical Name	ACGIH	IARC	NTP	OSHA
No components listed				

SECTION 12: ECOLOGICAL INFORMATION**Environmental Hazards Statement from FIFRA Regulated Pesticide Label:**

This pesticide is toxic to fish. Do not apply directly to water, 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 washwater.

ECOTOXICITY DATA:**Fish Toxicity:**

Data presented below is on the propiconazole technical product.

Rainbow trout: 96-hour LC_{50} = 850 ppb

Fathead minnow: Early life stage chronic study NOAEC = 95 ppb

Aquatic Invertebrate Toxicity:

Daphnia magna: 96-hour LC_{50} = 4800 ppb

Mysid shrimp: 96-hour LC_{50} = 510 ppb

Mysid shrimp: Life cycle NOAEC = 205 ppb

Aquatic Plant Toxicity:

Duckweed (*Lemna gibba*): EC_{50} = 4828 μ g/L; NOAEC/ EC_{05} <2540 μ g/L

Avian Toxicity:

Bobwhite quail: LD_{50} = 2825 mg/kg bwt; NOAEC = 1000 mg/kg diet

Honeybee Toxicity:

No data available

ENVIRONMENTAL EFFECTS:

Persistence and Degradability: No data available

Bioaccumulation: No data available

Mobility: No data available

Other Adverse Effects: No data available

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal: Refer to the pesticide label for full information on disposal. Pesticide wastes are toxic. Improper disposal of unused pesticide, spray mixture, or rinse water is a violation of Federal law. If these wastes cannot be used 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 in proper disposal methods.

Container Disposal: Refer to the pesticide label for full information on disposal. When possible, triple rinse the container and offer for recycling if available.

RCRA Characteristics: It is the responsibility of the individual disposing of this product to determine the RCRA classification and hazard status of the waste.

SECTION 14: TRANSPORTATION INFORMATION

**DOT
(Ground):** Not regulated

**IMDG
(Sea):** UN3082, Environmentally hazardous substance, liquid, n.o.s. (Propiconazole), 9, PGIII

**IATA
(Air):** UN3082, Environmentally hazardous substance, liquid, n.o.s. (Propiconazole), 9, PGIII

Quali-Pro Propiconazole 14.3 Fungicide

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SECTION 15: REGULATORY INFORMATION

Labeling Requirements Under FIFRA: This chemical is a pesticide product registered by the 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 and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

CAUTION

Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco.

TSCA Inventory: This product is exempt from TSCA inventory listing requirements as it is solely for FIFRA regulated use.

SARA Title III Information:

Section 302 – Extremely hazardous substances: None

Section 311/312 – Hazard Categories: Acute (Immediate)

Section 313 – This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical Name	CAS Number	Weight %	SARA 313 – Threshold Values (lbs)
Propiconazole	60207-90-1	14.3	10,000

CERCLA – This product contains the following chemicals which have a reportable quantity (RQ) under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA):

Chemical Name	CAS Number	RQ	Quantity of Finished Product
None listed			

CALIFORNIA PROPOSITION 65:

Chemical Name	CAS Number	Prop 65 Category(ies)
None listed		

U.S. STATE RIGHT-TO-KNOW REGULATIONS:

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Propiconazole	X		

SECTION 16: OTHER INFORMATION

NFPA	Health Hazards 2	Flammability 1	Instability 0	Special Hazards – None
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Disclaimer: Control Solutions, Inc. believes the information presented herein is accurate and correct as of the document date. The presented information is based upon available data from reliable sources. Control Solutions, Inc. makes no warranty, express or implied, regarding the accuracy of the data or the results obtained from the use of this product. Nothing herein may be construed as recommending any practice or any product in violation of any law or regulations. The user is solely responsible for determining the suitability

Quali-Pro Propiconazole 14.3 Fungicide

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of any material or product for a specific purpose and for adopting any appropriate safety precautions. We disclaim all liability for injury or damage stemming from any improper use of the material or product described herein.

Revision Date: October 9, 2015
Document Superseded: January 8, 2015
Revision Note: Update to SDS format



SAFETY DATA SHEET

EMERGENCY CALL: 1-800-424-9300 (CHEMTREC)

1. IDENTIFICATION

PRODUCT NAME: Dornic 720 F
DESCRIPTION: Liquid Fungicide
EPA REG. NO.: 91234-112
COMPANY IDENTIFICATION: Atticus, LLC
5000 CentreGreen Way, Suite 100
Cary, NC 27513

2. HAZARD IDENTIFICATION

DANGER

Toxic if inhaled (H331)

Causes eye irritation (H320)

May cause an allergic skin reaction (H317)

May cause respiratory irritation (H335)

Suspected of causing cancer (H351)

Very toxic to aquatic life with long lasting effects (H400+H410)

HAZARD CLASSIFICATION

Health Hazard	Category	Physical Hazards	Category
Acute Toxicity, inhalation	3	None	-
Eye Damage / Irritation	2B		
Skin Sensitization	1	Environmental Hazards	Category
Specific Target Organ Toxicity – Single Exposure	3	Hazardous to the Aquatic Environment, Acute	1
Carcinogenicity	2	Hazardous to the Aquatic Environment, Chronic	1

HAZARDS NOT REQUIRING CLASSIFICATION

Do not allow to come into contact with oxidizing agents, hazardous chemical reaction may occur.

PRECAUTIONARY STATEMENTS

Obtain, read and follow all safety instructions before use. Avoid breathing spray mist. Wash hands and skin thoroughly after handling. Do not touch eyes. (P203+P261+P264+P265)

Use only outdoors or in a well-ventilated area in accordance with the product label. Contaminated clothing should not be allowed out of the workplace. Wear protective gloves/protective clothing/eye protection/face protection. (P271+P272+P280)

Avoid release to the environment in a manner not in accordance with the product label. (P273)

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Get emergency medical help immediately. Specific treatment. (See Section 4 for additional medical information). (P304+P340+P318+P321)

IF ON SKIN: Wash with plenty of water and soap. **If skin irritation or rash occurs:** Get medical help. Specific treatment: see First Aid on the label. Take off contaminated clothing and wash it before reuse. (P302+P352+P339+P317+P321+P362+P364)

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. **If eye irritation persists:** Get medical help. (P305+P351+P338+P337+P317)

IF exposed or concerned: Get medical advice. (P308+P318)

Store in a well-ventilated place. Keep container tightly closed. Store locked up. (P403+P233+P405)

Collect spillage. (P501)

Dispose of contents / containers at an approved waste disposal plant in accordance with local, State and Federal regulations. Refer to the product label for specific disposal instructions. (P501)

3. COMPOSITION / INFORMATION ON INGREDIENTS

Common Name	Chemical Name	CAS#	Composition
Chlorothalonil	CAS: 2,4,5,6-tetrachloro-1,3-benzenedicarbonitrile IUPAC: tetrachloroisophthalonitrile	1897-45-6	54%
Proprietary Solvent	Trade Secret	-	Proprietary

4. FIRST AID MEASURES

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact SafetyCall® at 1-844-685-9173, 24 hours per day, 7 days per week for emergency medical treatment information.

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.

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 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. Call a poison control center or doctor for treatment advice.

NOTE TO PHYSICIAN: Persons suffering with temporary allergic skin reactions may respond to treatment with oral antihistamines and topical or oral steroids.



Manufactured for:
Atticus, LLC
5000 CentreGreen Way, Suite 100
Cary, NC 27513

5. FIREFIGHTING MEASURES

Fire and Explosion Hazards: Thermal decomposition may produce toxic fumes and gases.

Extinguishing Medium: Foam, dry chemical or carbon dioxide (CO₂).

Fire Fighting Equipment: Firefighters should be equipped with self-contained positive pressure breathing apparatus and full bunker gear.

Fire Fighting Instructions: Evacuate area of all unnecessary personnel and fight fire from a safe distance upwind. Contain contaminated water / firefighting water; do not allow to enter drains or waterways. Use foam or dry chemical fire extinguishing systems to prevent environmental damage from excessive water runoff.

Hazardous Combustion Products: Hydrogen chloride

NFPA Ratings: Health – 2 / Flammability – 1 / Reactivity – 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Isolate area and keep unnecessary and unprotected personnel from entering. Wear suitable personal protective clothing and equipment as described in Section 8 of this document.

Environmental Precautions: Prevent material from entering public sewer systems or any waterways. Do not flush to drain.

Spill Cleanup: Dike spill using suitable absorbent or impervious materials such as earth, sand, or clay. Collect and contain contaminated absorbent and place in an appropriate container for disposal. Pump any free liquid into an appropriate closed container and decontaminate tools and equipment following cleanup. Wash area with soap and water. Pick up wash liquid with inert absorbent and place in a chemical waste container for disposal.

7. HANDLING AND STORAGE

Handling: Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Wear long-sleeved shirt and long pants, socks, shoes and chemical-resistant gloves. Remove and wash contaminated clothing before reuse. Avoid breathing spray mist. Avoid contact with eyes or clothing.

Storage: Store in a tightly closed container in a cool, dry place.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Facilities storing or utilizing this material should be equipped with an eyewash station and a safety shower. Use only with adequate ventilation.

Protective Clothing: Applicators and other handlers must wear long-sleeved shirt and long pants; chemical-resistant gloves (made of barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, polyvinyl chloride (PVC), or Viton ≥ 14 mils); shoes plus socks.

General: 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. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. 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.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	opaque white liquid
Odor:	mild sweet
Melting / Freezing point:	not determined
Boiling Point / Boiling Range:	212°F
Flammability:	not flammable
Flammability Limits (upper/lower):	not determined
Flash Point:	> 230°F (> 110°C)
Auto-ignition Temperature:	not applicable
Decomposition Temperature:	not determined
pH:	6.0-6.5 (1% disp.)
Viscosity:	non-Newtonian fluid
Water Solubility:	not determined
Partition coefficient:	not determined
Vapor Pressure:	not determined
Density:	1.34 g/ml 11.2 lbs./gal.
Relative Vapor Density:	not determined
Particle Characteristics:	not determined

10. STABILITY AND REACTIVITY

CONDITIONS TO AVOID: Alkaline conditions. Contact with metals listed below.

CHEMICAL STABILITY: Stable under all normal use and storage conditions.

INCOMPATIBILITY WITH OTHER MATERIALS: Alkaline materials. Aluminum, tin and zinc.

HAZARDOUS DECOMPOSITION PRODUCTS: This product is chemically stable, and no hazardous reactions should occur if stored and handled as prescribed / indicated. Thermal decomposition can lead to the formation of toxic gases and fumes such as hydrogen chloride.

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

The following information is for an identical or substantially similar product:

INHALATION TOXICITY (rat LC₅₀): > 0.50 mg/L(4-hour)

The following information is for the active ingredient, chlorothalonil:

ORAL TOXICITY (rat LD₅₀): > 5,000 mg/kg

DERMAL TOXICITY (rat LD₅₀): > 5,000 mg/kg

EYE IRRITATION: Maximally irritating

SKIN IRRITATION: Mildly irritating

SKIN SENSITIZATION: Positive contact sensitizer

STOT – SINGLE EXPOSURE: May cause respiratory irritation.

CARCINOGENICITY:

EPA: Group B2: "Likely" to be a human carcinogen by all routes of exposure (chlorothalonil)

ACGIH: Not listed **NTP:** Not Listed

IARC: 2B (chlorothalonil) **OSHA:** Listed

MUTAGENIC TOXICITY: No data available.

TERATOGENICITY: No data available.

REPRODUCTIVE TOXICITY: No data available.

12. ECOLOGICAL INFORMATION

This product is toxic to aquatic invertebrates and wildlife.

The following information is for the active ingredient, chlorothalonil:

AQUATIC TOXICITY

Rainbow Trout (96-hour LC_{50}): 0.018 mg/L
Sheepshead Minnow (LC_{50}): 0.028 mg/L; (NOAEC): 0.0108 mg/L
Daphnia (48-hour EC_{50}): 0.054 mg/L; (21-day NOAEC): 0.0006 mg/L
Eastern Oyster (96-hour EC_{50}): 0.0036 mg/L; (NOAEC): 0.00038 mg/L
Algae (7-day EC_{50}): 0.012 mg/L

AVIAN TOXICITY

Mallard Duck (LD_{50}): >4,640 mg/kg-bw
Mallard Duck (LC_{50}): >21,500 mg/kg-diet
Bobwhite Quail (LC_{50}): >10,000 mg/kg diet

OTHER TOXICITY

Honeybee (LD_{50}): >181 µg/bee

13. DISPOSAL CONSIDERATIONS

PESTICIDE DISPOSAL: Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture or rinsate is a violation of Federal Law. 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 DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Refer to the product label for specific container disposal instructions.

14. TRANSPORT INFORMATION

US-DOT:

Not regulated

ICDG:

Containers ≤ 1.3 gal. (5 L) in strong outer packaging:

Not regulated

Containers > 1.3 gal. (5 L) or containers not in strong outer packaging:

Shipped internationally by vessel: UN3082, Environmentally hazardous substance, liquid, N.O.S. (contains chlorothalonil), 9, PG III, Marine Pollutant

IATA:

Shipments by air:

UN3082, Environmentally hazardous substance, liquid, N.O.S. (contains chlorothalonil), 9, PG III, Marine Pollutant

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

FIFRA –

This chemical is a pesticide product registered by the 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, and for workplace labels of non-pesticide chemicals. The following is the hazard information as required on the pesticide label:

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if absorbed through skin. Harmful if inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Wear long-sleeved shirt and long pants, socks, shoes and chemical-resistant gloves. Remove and wash contaminated clothing before reuse. Avoid breathing spray mist. Avoid contact with eyes or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

ENVIRONMENTAL HAZARDS

This product is toxic to aquatic invertebrates and wildlife. DO NOT apply directly to water, to areas where surface water is present or to intertidal areas below the mean high-water mark. Drift and runoff may be hazardous to aquatic organisms in neighboring areas. DO NOT contaminate water when disposing of equipment wash water or rinsate.

Groundwater Advisory

This chemical is known to leach through soil into groundwater under certain conditions as a result of label use. Use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

Surface Water Advisory

This chemical can contaminate surface water through spray drift. Under some conditions, it may have a high potential for runoff into surface water for several days to weeks after application. These include poorly draining or wet soils with readily visible slopes toward adjacent surface waters, frequently flooded areas, areas over-lying extremely shallow ground water, areas with infield canals or ditches that drain to surface water, areas not separated from adjacent surface waters with vegetated filter strips, and areas over-lying tile drainage systems that drain to surface water.

PHYSICAL OR CHEMICAL HAZARDS

DO NOT mix or allow to come in contact with oxidizing agents. Hazardous chemical reaction may occur.

All pesticides are governed under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The regulatory information presented below is pertinent only when this product is handled outside of the normal use and application as a pesticide. This product is excluded from listing requirements under EPA/TSCA.

SARA Title III – Section 302 Extremely Hazardous Substances

Not listed

SARA Title III – Section 311/312 Hazard Categories

Immediate, Delayed

SARA Title III – Section 312 Threshold Planning Quantity

The threshold planning quantity (TPQ) for this product treated as a mixture is 10,000 lbs. This product contains no ingredients with a TPQ of less than 10,000 lbs.

SARA Title III – Section 313 Reportable Ingredients

Chlorothalonil (CAS No. 1897-45-6) (54%)

CERCLA Reportable Quantity (RQ) –

None

CALIFORNIA PROP 65 STATUS –

⚠ WARNING: This product can expose you to chlorothalonil, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

CANADA –

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

16. OTHER INFORMATION

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA APPROVED 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.

To the extent consistent with applicable law, neither Atticus, LLC nor Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF ATTICUS, LLC AND SELLER 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 ATTICUS, LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

SDS Version: 2.0

Effective Date: 9/30/2021



Safety Data Sheet (SDS)

1. IDENTIFICATION

Product Name: Nu-Arbor 8-8-8
Identified Uses: Intended for agriculture. Not for human consumption.
Supplier: Grand Arbor Group, Inc. dba
Nu-Arbor Tree and Shrub Care
1730 Olson NE Ste A
P.O. Box 151455
Grand Rapids, MI 49515
Telephone: (888) 773-8777 / (616) 456-8040
Email: info@nu-arbor.com
FAX: (616) 456-7780
CHEMTREC
Emergency Telephone: (800) 424-9300

2. HAZARDS IDENTIFICATION

Classification:

Skin Irritant 2 H315

Eye Irritant 2B H320

Oral Irritant 4 H302

Hazard pictogram:



Signal word: Warning

Hazard statements:

H315 - Causes skin irritation

H319 - Causes eye irritation

H302 - Harmful if swallowed

P264 - Wash thoroughly after handling

P280 - Wear eye/face protection and protective gloves

P270 - Do not eat, drink, or smoke when using this product.

P273 - Avoid release to environment.

P303 - Rinse mouth

P362 - Take off contaminated clothing and wash before reuse

P302+P352 - If on skin: Wash with plenty of soap and water

P308+P313 - If exposed or concerned: Get medical advice/attention

P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P301+P312 - If swallowed, call a poison center/doctor if you feel unwell

P332+P313 - If skin irritation occurs: Get medical advice/attention

P337+P313 - If eye irritation occurs: Get medical advice/attention

P501 - Dispose of contents/container in accordance with local/regional/national regulations

3. COMPOSITION/INFORMATION ON INGREDIENTS



Safety Data Sheet (SDS)

Blend of the following ingredients:

Chemical Compound	CAS Number
Potassium Phosphate	7758-11-4
Ammoniated Phosphates	7722-76-117783-28-0
Urea	57-13-6

*Ingredients not specifically listed are non-hazardous and/or are considered to be confidential

4. FIRST AID MEASURES

- If in Eyes:** Hold eyelid open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor immediately for treatment advice.
- If on Skin:** Take off contaminated clothing. Rinse skin immediately with plenty of soap and water for 15-20 minutes. If irritation persists, call a poison control center or doctor immediately for treatment advice.
- If Swallowed:** Do not induce vomiting. Give large quantities of water. Do not give anything to an unconscious or convulsing person. Call a poison control center or doctor immediately for treatment advice.
- Inhalation:** Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. If irritation persists, call a poison control center or doctor immediately for treatment advice.
- Hotline Number:** Have the product container or label with you when calling a poison control center or doctor or going for treatment. In case of emergency, call ChemTrec at 1-800-424-9300.

5. FIRE FIGHTING MEASURES

- Firefighting notes:** Material will not burn.
- Suitable extinguishing media:** Use extinguishing media for surrounding cause of fire.
- Special Information:** In the event of a fire, wear full protective clothing and NIOSH approved self-contained breathing apparatus.

6. ACCIDENTAL RELEASE MEASURES

- Spill procedure:** Ventilate area of leak or spill. Wear appropriate personal protective equipment. Capture product and reuse material if uncontaminated. If contaminated, place in a suitable container for proper disposal.
- Clean-up:** Mop, vacuum, scoop, or sweep up material and place in container for disposal.

7. HANDLING AND STORAGE

- Precautions for safe handling:** Keep out of reach of children. Containers of this material may be hazardous when empty since they may contain residues; observe all warnings and precautions listed for the product.
- Storage Conditions:** Keep in closed container and properly labeled, store in a cool, dry, ventilated area. Protect against physical damage. Isolate from incompatible substances. May be corrosive to copper, brass or mild steel.



8. EXPOSURE CONTROL/PERSONAL PROTECTION

Skin protection:	Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate to prevent skin contact.
Eye protection:	Use chemical safety goggles and/or full-face shield when splashing of solutions is possible. Maintain eye wash and quick-drench facilities in work area.
Ventilation System:	A system of local and/or general exhaust is recommended to keep employee exposures as low as possible. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at its source, preventing dispersion of it into the general work area. Please refer to the ACGIH document, "Industrial Ventilation, A Manual of Recommended Practices", most recent edition, for details.
Personal Respirators (NIOSH):	For conditions of use where exposure to the dust or mist is apparent, a half-face dust/mist respirator may be worn. For emergencies or instances where the exposure levels are not known, use a full-face positive-pressure, air-supplied respirator. WARNING: Air-purifying respirators do not protect workers in oxygen-deficient atmospheres.
Other information:	Do not eat, drink, or use tobacco during use. Practice good hygiene after use of this material; especially before eating, drinking, smoking, using the toilet, or applying cosmetics.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical description:	Liquid
Color:	Clear
Odor:	No data available
Odor threshold:	No data available
Vapor density:	No data available
pH:	7.5
Relative density:	1.400
Melting/freezing point:	-35°F
Solubility:	Soluble in water
Boiling point:	No data available
Flash point:	No data available
Flammability:	No data available
Vapor Pressure:	No data available
Partition coefficient:	No data available
Auto-ignition temperature:	No data available
Viscosity:	No data available

10. STABILITY AND REACTIVITY

Chemical stability:	Stable under normal conditions of use and storage.
Incompatibility with other materials:	Acids, hypochlorites, strong oxidizing agents.
Hazardous combustion:	Will not occur.



Safety Data Sheet (SDS)

Hazardous polymerization:

Will not occur.

Hazardous decomposition products:

When heated (in a fire) to decomposition, may give off ammonia and phosphorus oxides.

11. TOXICOLOGY

Potential acute toxicity:

Eyes:

May cause eye irritation.

Skin:

May cause skin irritation.

Ingestion:

May cause nausea, vomiting, or diarrhea.

Potential chronic toxicity:

Chronic effects:

No known significant effects or critical hazards

Carcinogenic effects:

No known significant effects or critical hazards.

Mutagenic effects:

No known significant effects or critical hazards.

Reproductive toxicity:

No known significant effects or critical hazards.

12. ECOLOGICAL INFORMATION

Aquatic ecotoxicity:

Not determined

Biodegradability:

Not determined

Environmental Precautions:

No known significant effects or critical hazards

Mobility:

Not available

Other Adverse Effects:

No known significant effects or critical hazards

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method:

This material must be disposed of according to federal, state, or local procedures under the resource conservation and recovery act.

Container Disposal:

Triple rinse and dispose of in accordance the federal, state, and local laws and regulations

14. TRANSPORT INFORMATION

Shipping Name:

Not regulated by DOT

Hazard Class:

None

Identification No.:

None

Labels Required:

None

Placarding:

None

15. REGULATORY INFORMATION

SARA Title III Information:

Section 302:

None listed

Section 311/312:

Acute

Section 313:

None listed

CERCLA:

None listed

California Proposition 65:

None listed.

U.S. State Worker and Community Right-To-Know (RTK) Information:

16. OTHER INFORMATION

DISCLAIMER: The information presented herein is based on available data from reliable sources and is correct to the best of NU-ARBOR knowledge. NU-ARBOR makes no warranty, express or implied, regarding the accuracy of the data or the results obtained from the use of this product. Nothing herein may be construed as recommending any practice or any product in violation of any law or regulations. The user is solely responsible for determining the suitability of any material or product for a specific purpose and for adopting any appropriate safety precautions.

Last Revised: February 2, 2015



Lesco Spreader Sticker

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product Identifier

Product form : Mixture
 Product name : Lesco Spreader Sticker
 Product code : 80310

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.3. Details of the supplier of the safety data sheet

Lesco, Inc.
 1385 East 36th St.
 Cleveland, 44114-4114 T: 800-347-4272

1.4. Emergency telephone number

Emergency number : 1-800-424-9300
 ChemTrec

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Flam. Liq. Not classified
 Carc. Not classified
 Aquatic Acute 2 H401

2.2. Label elements

GHS-US labelling

Hazard statements (GHS-US) : H401 - Toxic to aquatic life
 Precautionary statements (GHS-US) : P273 - Avoid release to the environment
 P501 - Dispose of contents/container to ...

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

No data available

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

Full text of H-phrases: see section 16

3.2. Mixture

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
 First-aid measures after inhalation : Assure fresh air breathing. Allow the victim to rest.
 First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
 First-aid measures after eye contact : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist.
 First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

Lesco Spreader Sticker

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.

Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

Firefighting Instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Avoid (reject) fire-fighting water to enter environment.

Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

Protective equipment : Equip cleanup crew with proper protection.

Emergency procedures : Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters. Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Collect spillage. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

Storage temperature : ≥ 25 (5 - 42) °C

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No additional information available

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

Respiratory protection : Wear appropriate mask.

Other information : Do not eat, drink or smoke during use.

Lesco Spreader Sticker

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SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Colour	: amber.
Odour	: Characteristic odour.
Odour threshold	: No data available
pH	: ≥ 5.5
Relative evaporation rate (butylacetate=1)	: No data available
Melting point	: No data available
Freezing point	: $\leq 0\text{ }^{\circ}\text{C}$
Boiling point	: $\geq 100\text{ }^{\circ}\text{C}$
Flash point	: None
Self ignition temperature	: No data available
Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: No data available
Density	: $\geq 1.04\text{ g/ml}$
Solubility	: Soluble in water.
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

9.2. Other Information

VOC content	: $\leq 10\text{ g/l}$
-------------	------------------------

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity	: Not classified
Skin corrosion/irritation	: Not classified
	pH: ≥ 5.5

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Serious eye damage/irritation	: Not classified pH: ≥ 5.5
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified.
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential Adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - water : Toxic to aquatic life.

12.2. Persistence and degradability

Lesco Spreader Sticker	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Lesco Spreader Sticker	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations. Dispose of contents/container to ...

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

In accordance with DOT

No dangerous good in sense of transport regulations

Additional information

Other information : No supplementary information available.

ADR

Transport document description :

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

No additional information available

Lesco Spreader Sticker

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Classification according to Directive 67/548/EEC or 1999/45/EC

Not classified

15.2.2. National regulations

No additional information available

15.3. US State regulations

No additional information available

SECTION 16: Other information

Other information : None.

Full text of H-phrases: see section 16:

Aquatic Acute 2	Hazardous to the aquatic environment — AcuteHazard, Category 2
Carc. Not classified	Carcinogenicity Not classified
Flam. Liq. Not classified	Flammable liquids Not classified
H401	Toxic to aquatic life

NFPA health hazard

: 0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.

NFPA fire hazard

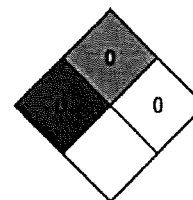
: 0 - Materials that will not burn.

NFPA reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.

NFPA specific hazard

: None



HMIS III Rating

Health

: 0 Minimal Hazard - No significant risk to health

Flammability

: 0 Minimal Hazard

Physical

: 0 Minimal Hazard

Personal Protection

: B

SDS US (GHS HazCom 2012)

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

TALAK™ 7.9% F

SAFETY DATA SHEET

EMERGENCY CALL: 1-800-424-9300 (CHEMTREC)

1. IDENTIFICATION

PRODUCT NAME: Talak 7.9%
DESCRIPTION: Synthetic pyrethroid
EPA REG. NO.: 91234-145
COMPANY: Atticus, LLC
IDENTIFICATION: 5000 CentreGreen Way, Suite 100
Cary, NC 27513

2. HAZARD IDENTIFICATION

WARNING

Suspected of causing cancer (H351)
May cause damage to organs through prolonged or repeated exposure (H373)
Harmful if swallowed (H302)
Harmful if inhaled (H332)
May be harmful in contact with skin (H313)
Very toxic to aquatic life with long lasting effects (H400+H410)



HAZARD CLASSIFICATION

Health Hazards	Category	Physical Hazards	Category
Carcinogenicity	2	None	
Specific target organ toxicity (repeated exposure)	2		
Acute toxicity, oral	4	Environmental Hazards	Category
Acute toxicity, inhalation	4	Hazardous to the Aquatic Environment - short-term	1
Acute toxicity, dermal	5	Hazardous to the Aquatic Environment - long-term	1

HAZARDS NOT REQUIRING CLASSIFICATION

Do not apply water-based dilutions of Bifen 7.9 SC to electrical conduits, motor housings, junction boxes, switch boxes or other electrical equipment because of possible shock hazard.

PRECAUTIONARY STATEMENTS

Obtain, read, and follow all safety instructions before use. Do not breathe mist/vapors/spray. Wash hands thoroughly after handling. Do not eat, drink, or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves and clothing.
(P203+P280+P284+P270+P271+P280)

Get medical help if you feel unwell. (P319)

IF SWALLOWED: Get medical help. Rinse mouth. (P301+P317+P330)

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Get medical help. (P304+P340+P317)

IF ON SKIN: Get medical help. (P302+P317)

IF exposed or concerned, get medical advice. (P318)

Store locked up. (P405)

Avoid release to the environment not in accordance with the product label. Collect spillage (P273+P391)

Dispose of contents / container using instructions in the product label and in accordance with local / Federal regulations. (P501)

3. COMPOSITION / INFORMATION ON INGREDIENTS

Common Name	Chemical Name	CAS #	Composition
Bifenthrin	(2 methyl[1,1' -biphenyl]-3-yl) methyl 3-(2-chloro-3,3,3-trifluoro-1-propenyl)-2,2-dimethylcyclopropanecarboxylate	82657-04-3	7.9%

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

4. FIRST AID MEASURES

Have the product container with you when calling a poison control center or doctor or going for treatment. For information on this product, contact the National Pesticide Information Center, 1-800-858-7378, Monday-Friday, 7: 30 AM-3:30 PM PST. You may also contact the National Poison Control Center, 1-800-22-1222, day or night, for emergency medical treatment information.

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 do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

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

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

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

NOTE TO PHYSICIAN: This product is a pyrethroid. If large amounts have been ingested, the stomach and intestines should be evacuated. Treatment is symptomatic and supportive. Digestible fats, oils, or alcohol may increase absorption and should be avoided.

5. FIREFIGHTING MEASURES

Flash Point: Not flammable. Water based product.

Flammable Limits: Not determined.

Fire and Explosion Hazards: Can burn in fire, releasing irritating and toxic gases due to thermal decomposition or combustion.

Extinguishing Medium: Considered slightly combustible, use medium appropriate to surrounding fire. Dry chemical, carbon dioxide, foam, water spray or fog.

Fire Fighting Equipment: Firefighters should be equipped with self-contained positive pressure breathing apparatus and full bunker gear.

Fire Fighting Instructions: Evacuate the area and fight fire upwind from a safe distance to avoid hazardous vapors and decomposition products. Dike and collect fire-extinguishing water to prevent environmental damage with excessive water runoff.

Hazardous Combustion Products: May include but are not limited to oxides of carbon, hydrogen chloride, hydrogen fluoride, and unidentified organic compounds.

NFPA Ratings: Health - 2 / Flammability - 0 / Reactivity - 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

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.

Spill Cleanup: Dike spill using suitable absorbent or impervious materials such as sand or clay. Collect and contain contaminated absorbent in place in an appropriate container for disposal. Pump any free liquid into an appropriate closed container and decontaminate tools and equipment following cleanup. Collect washings for disposal.

7. HANDLING AND STORAGE

Keep out of reach of children.

Handling: Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove contaminated clothing and wash before reuse.

Storage: Keep out of reach of children and animals. Store in original containers only. Store in a cool, dry place and avoid excess heat. Carefully open containers. After partial use replace lids and close tightly. Do not put concentrate or dilute material into food or drink container.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Facilities storing or utilizing this material should be equipped with an eyewash station and a safety shower.

Protective Clothing: Applicators and other handlers must wear: long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves. After the product is diluted in accordance with label directions for use, and/or when mixing and loading using a closed spray tank transfer system, or an in-line injector system, shirt, pants, socks, shoes, and waterproof gloves are sufficient. In addition, all pesticide handlers must wear a respiratory protection device¹ when working in a non-ventilated space. All pesticide handlers must wear protective eyewear when working in nonventilated space or when applying termiticide by rodding or slab injection.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION (CONT.)

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	white liquid
Odor:	mild chemical
Melting/Freezing point:	not available
Boiling Point/Boiling Range:	not available
Flammability:	not available
Flammability Limits (upper/lower):	not available
Flash Point:	not available
Auto-ignition Temperature:	not available
Decomposition Temperature:	not available
pH:	6.45 (1% in water)
Viscosity:	59.9 cps @ 25°C; 40.3 cps @ 40°C
Water Solubility:	emulsifies in water
Partition coefficient:	not available
Vapor Pressure:	not available
Density:	1.045 gm/cm ³ @ 25°C; 1.030 gm/cm ³ @ 40°C
Bulk Density:	not available
Particle Characteristics:	not available

10. STABILITY AND REACTIVITY

CONDITIONS TO AVOID: Avoid excessive heat and flame.

CHEMICAL STABILITY: Stable under all normal use and storage conditions.

INCOMPATIBILITY WITH OTHER MATERIALS: No materials to be especially mentioned.

HAZARDOUS DECOMPOSITION PRODUCTS: May emit hazardous of oxides of carbon, hydrogen chloride, hydrogen fluoride, and unidentified organic compounds when exposed to excessive heat or burned.

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

Information presented below is from testing done on an identical or substantially similar product:

ORAL TOXICITY (rat LD₅₀): 310 mg/kg

DERMAL TOXICITY (rabbit LD₅₀): > 5,000 mg/kg

INHALATION TOXICITY (rat LC₅₀): > 2.65 mg/L (4-hour)

EYE IRRITATION: Causes mild eye irritation (Rabbits)

SKIN IRRITATION: Non-irritating

SKIN SENSITIZATION: Not a contact sensitizer.

CARCINOGENICITY:

EPA: Group C - Possible human carcinogen (bifenthrin)

ACGIH: Not listed

NTP: Not listed

IARC: Not listed

OSHA: Not listed

MUTAGENIC TOXICITY: No evidence of mutagenic effects during *in vivo* and *in vitro* assays.

11. TOXICOLOGICAL INFORMATION (CONT.)

PRODUCTIVE TOXICITY / TERATOGENICITY: The active ingredient (bifenthrin) causes developmental effects in animals at high, maternally toxic doses.

STOT- Repeated Exposure: Large doses of bifenthrin ingested by laboratory animals produced signs of toxicity including convulsions, tremors and bloody nasal discharge. Long-term exposure causes neurotoxicity (tremors and impaired gait) in the early exposure in animal studies, but tremors disappears with continued exposure. Bifenthrin caused damage to the central nervous system through single and prolonged or repeated exposure.

12. ECOLOGICAL INFORMATION

Extremely toxic to fish and aquatic invertebrates.

Moderately stable in soil under aerobic conditions (half-life ranging from 65 to 125 days) and at a wide range of pH values. Bifenthrin is readily bound to organic matter, is not mobile in soils, and has a very low potential to contaminate groundwater.

The following information is for the active ingredient, Bifenthrin:

AQUATIC TOXICITY

Rainbow trout: (96h LC₅₀): 0.15 µg/L
Daphnia: (48h EC₅₀): 1.6 µg/L (NOAEC): 0.0013 µg/L
Shrimp: (96h LC₅₀): 0.004 µg/L

AVIAN TOXICITY

Bobwhite Quail (LD₅₀): 1,800 mg/kg
Mallard Duck (LD₅₀): > 2,150 mg/kg

13. DISPOSAL CONSIDERATIONS

PESTICIDE DISPOSAL: Pesticide wastes are toxic. Do not contaminate water, food, or feed by storage or disposal. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. Dispose of excess or waste pesticide by use according to label directions, or contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER DISPOSAL: Nonrefillable and refillable containers. Refer to the product label for specific container disposal instructions.

14. TRANSPORT INFORMATION

US-DOT:

Not regulated

IMDG:

Containers ≤ 1.3 gal. (5 L) in strong outer packaging:

Not regulated

Containers > 1.3 gal. (5 L) or containers not in strong outer packaging:

Shipped internationally by vessel: UN3082, Environmentally hazardous substance, liquid, N.O.S. (contains bifenthrin) 9, PG III, Marine Pollutant

IATA:

Shipped by air:

UN3082, Environmentally hazardous substance, liquid, N.O.S. (contains bifenthrin) 9, PG III, Marine Pollutant

14. TRANSPORT INFORMATION (CONT.)

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

FIFRA -

This chemical is a pesticide product registered by the 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, and for workplace labels of non-pesticide chemicals. The following is the hazard information as required on the pesticide label:

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION. Harmful if swallowed, inhaled, or absorbed through skin. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove contaminated clothing and wash before reuse.

ENVIRONMENTAL HAZARDS

This pesticide is extremely toxic to fish and aquatic invertebrates. To protect the environment, do not allow pesticide to enter or run off into storm drains, drainage ditches, gutters or surface waters. Applying this product in calm weather when rain is not predicted for the next 24 hours will help to ensure that wind or rain does not blow or wash pesticide off the treatment area. Rinsing application equipment over the treated area will help avoid run off to water bodies or drainage systems.

This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow to drift to blooming crops if bees are visiting the treatment area.

PHYSICAL/CHEMICAL HAZARDS

Do not apply water-based dilutions of Bifen 7.9 SC to electrical conduits, motor housings, junction boxes, switch boxes or other electrical equipment because of possible shock hazard.

All pesticides are governed under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The regulatory information presented below is pertinent only when this product is handled outside of the normal use and application as a pesticide. This product is excluded from listing requirements under EPA/TSCA.

SARA Title III - Section 302 Extremely Hazardous Substances
Not listed

SARA Title III - Section 311/312 Hazard Categories
Immediate (Acute), Delayed (Chronic)

SARA Title III - Section 312 Threshold Planning Quantity
Not available

SARA Title III - Section 313 Reportable Ingredients
Bifenthrin (CAS No. 82654-04-3): 7.9%

CERCLA Reportable Quantity (RQ) -
Not listed

CALIFORNIA PROP 65 STATUS -

This product does not contain any chemical known to the State of California to cause cancer or other reproductive harm.

CANADA -

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

16. OTHER INFORMATION

s Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA APPROVED 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.

To the extent consistent with applicable law, neither Atticus, LLC nor Seller be liable for any incidental, consequential or special damages resulting from the use or handling of this product. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF ATTICUS, LLC AND SELLER 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 ATTICUS, LLC OR SELLER, THE REPLACEMENT OF THE PRODUCT.

SDS Version: 2.0

Effective Date: 02/15/2022



Manufactured for:
Atticus, LLC
5000 CentreGreen Way, Suite 100
Cary, NC 27513



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 2, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, 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 – Tree/ Stump Maintenance Services

History

- The scope of work includes all labor, tools, equipment, and transportation for tree maintenance services.
- These services include preventative tree trimming maintenance, tree removal, storm damage removal, tree stump removal, and treatment of DDA Spruce Trees.
- These tasks enable the City of Troy to be eligible to be recognized as a Tree City USA.
- In 2010, Troy City Council adopted a budget for the FY 2010/11 which included the elimination of two (2) AFCSME tree trimmer positions through layoff. As result of the reduction in staff, the majority of the city owned forestry equipment was sold.
- J.H. Hart Urban Forestry of Sterling Heights, MI has been the City of Troy's Tree/Stump Maintenance Services Contractor for 20 years providing quality work and has maintained a positive working relationship with the residents and Parks Division staff.
- In 2018, Troy City Council approved a three-year contract with an option to renew for two additional years to the low bidder *J.H. Hart Urban Forestry of Sterling Heights, MI*, (Resolution #2018-06-108-J-4a), which allowed for a 5% escalator in the 2022 and 2023 seasons.
- The proposed pricing for three-year requirements increased by approximately 15% from the FY 2023 rates and is 50% lower than the other bidder.

Purchasing

On April 20, 2023, a bid opening was conducted as required by City Charter and Code for Tree Stump Maintenance. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi. Two Hundred and Thirty (230) vendors were notified of the bid opportunity via the MITN website. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for the bid opportunity.

Companies notified via MITN	230
Troy Companies notified via MITN	5
Troy Companies notified Active email Notification	4
Troy Companies Active Free	1
Companies that viewed the bid	21
Troy Companies that viewed the bid	0

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

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

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

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Bids were reviewed. *J.H. Hart Urban Forestry of Sterling Heights, MI* is the low bidder meeting specifications and is currently successfully provide tree and stump maintenance service for the City.
- J.H. Hart's bid included a 5% escalator for each option year renewal.
- The award is contingent upon contractors' submission of properly executed bid documents, insurance certificates, and all other specified documents.

Financial

Funds are available in the Parks Division and Streets Division operating budgets.

Recommendation

City Management recommends awarding a three (3) year contract with an option to renew for two (2) additional years for Tree/Stump Maintenance Services to the low bidder meeting specifications, *J.H. Hart Urban Forestry of Sterling Heights, MI* at unit prices contained in the bid tabulation opened April 20, 2023; not to exceed budgetary limitations; contract to expire June 30, 2028.



JHHARTU-01

MELISSAV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2023

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 License # 958967 Johnston Lewis Associates, Inc. 5600 New King, Ste. 210 Troy, MI 48098	CONTACT NAME: Melissa VanHollebeke	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: melissav@jlaains.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American International Group	19410
	INSURER B: Travelers Casualty Insurance Company of America	19046
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: 15,000,000 Aggregate	X	X	GL 5268297	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA 4489780	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2S330719	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	WC 22298206	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and authorities and their board members, employees and volunteers are included as Additional Insured per policy forms and conditions with respects to General/Automobile Liability, on a primary and non-contributory basis, when required by written contract for operations performed by the Named Insured. A Waiver of Subrogation is included per policy forms and conditions with respects to General/Automobile Liability and Workers' Compensation, when required by written contract. A 30 Day Notice of Cancellation will be provided with exception for non-payment of premium, where as a 10 Day Notice of Cancellation will be provided.

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

ENDORSEMENT

Policy No. 448-97-80
issued to JH HART COMPANY INC. DBA JH HART URBAN FORESTRY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

Policy No. 448-97-80
issued to JH HART COMPANY INC. DBA JH HART URBAN FORESTRY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

Policy No. 448-97-80
issued to JH HART COMPANY INC. DBA JH HART URBAN FORESTRY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 526-82-97

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement you have entered into.	Per the written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state, governmental or political agency or subdivision that grants you a permit to perform work or conduct an activity as a result of any contract or agreement you have entered into.

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

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-82-97

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Pursuant to applicable written contract or agreement you enter into.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: 526-82-97

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 06/01/2023 forms a part of Policy No. WC 022-29-8206

Issued to JH HART COMPANY INC. DBA JH HART URBAN FORESTRY

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

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

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

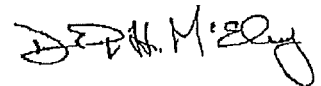
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

POLICY NUMBER: 526-82-97

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.