

CITY COUNCIL MINUTES

November 13, 2023

Standard Purchasing Resolution 2: Low Bidders Meeting Specifications – Snow Removal Services

Resolution #2023-11-157-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** contracts to provide seasonal requirements of snow removal services at the ice amenity/pavilion at Jeanne M. Stine Community Park with an option to renew for two (2) additional seasons to *Russell Landscaping Inc. of Troy, MI*, for Proposal A; and *Brantley Development LLC of Inkster, MI*, for Proposal B, at unit prices contained in the bid tabulation opened November 2, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contracts expiring April 30, 2026.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City of Troy Administration to extend prices established in Proposal A to additional vendors meeting requirements under emergency conditions for snow and ice removal.

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

CHASE/SERVICE CONTRACT

Ship To
City of Troy
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

Bill To
City of Troy
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

No: 2024-90000002
Date: 01/09/2024

FOB DESTINATION

Entered By: Andrew Chambliss

VENDOR NO. 177628

Vendor
RUSSELL LANDSCAPING INC
25305 LITTLE MACK AVE
ST CLAIR SHORES, MI 48081

*SNOW REMOVAL
- PAVILION*

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/13/2023	04/30/2024	2 Times Annually	2023-11-157-J4A	2024-90000002	0.01

Snow Removal Services

This contracted is awarded based on the expected completion of the Jeanne M. Stine Community Park Pavilion and Ice Skating Amenity by mid-February 2024.

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy Jeanne M. Stine Community Park Pavilion and Ice Skating Amenity with an option to renew for TWO (2) additional seasons, in accordance with the bid specifications of ITB-COT 23-22 at the hourly rates contained in the bid tabulation opened November 2, 2023, a copy of which is attached to this contract document.

Hourly rates for equipment shall include ALL related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium overtime, Sundays or Holidays are the responsibility of the contractor. The contractor will be paid for only the services rendered as specified at the prices stated above.

Call-out for snow/ice removal services shall be at the discretion of the City of Troy designee. Under no circumstances shall the contractor begin snow and ice removal operations without the approval of the City.

NOTE: The City reserves the right add or delete locations as deemed necessary at the City's option.

City Representative: Allyson Leach
Recreation Director
248 524 3483

Payment Terms: Net30
Approved by City Council on November 13th, 2023. CC Resolution #2023-11-157-J4A

Certificate of Insurance and Endorsement shall be on file for duration of contract.

Year ONE (1) of potential Three (3) year Contract. Renewed under the same prices, terms and conditions in accordance with bid specifications ITB-COT 23-22 and the hourly rates as contained in the bid tabulation opened November 2, 2023.

TERMS & CONDITIONS

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

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



CITY OF TROY
BID PROPOSAL

ITB-COT 23-22
PAGE 1 of 7

The bidders are proposed to furnish **SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE CITY OF TROY YARD ASSISTANCE PROGRAM AND TROY JEANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING AMENITY** in accordance with the specifications, which are to be considered an integral part of this proposal at the following prices:

COMPANY NAME: Russell Landscaping Inc.

ITEM 103AL (A): Snow/Ice Removal Services on Ice Amenity and Surrounding Areas

Shovel and scrape from resilient athletic flooring, sidewalks, and if necessary, the ice itself, in accordance with attached specifications.

ITEM DESCRIPTION	DEICING	PLOWING
103AL (A) (1) Ice or Icy Conditions, includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Plus Material	\$ 125 /Hour
103AL (A) (2) up to Six (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Plus Material	\$ 125 /Hour
103AL (A) (3) Six (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Plus Material	\$ 135 /Hour

103AL (A) (1) (2) (3) SERVICES must include all related expenses such as operators, equipment, fuel, oil, and overtime etc.)

103AL (A) (1) (2) (3) The City will pay a premium for overtime or holidays. The City will not guarantee a minimum number of contracts. Payment to contractor will be paid only for services rendered as specified, at the prices quoted above.

103AL (A) (1) (2) (3) The City reserves the right to add or delete locations as deemed necessary at the City's option.

* Russell Landscaping Inc Recommends the use of Rotary Brooms on New Sidewalk Cement. We currently own (3) units with Brooms See Bids for Details.

* We Want to Protect the Cement - See Image

COMPANY NAME: Russell Landscaping Inc.

Continued - PROPOSAL (A): City Owned Property - Jeanne M. Stine Community Park
 and Ice-Skating Amenity

TYPE OF SITE REMOVAL EQUIPMENT	NUMBER DEDICATED TO TROY	COST *(Hourly rates are all inclusive)
Utility Vehicle with 5' Snow Plow w/rubber or plastic blade	1	\$ 85 /Hour
Utility Vehicle with Tined 5' Rear Product and Spreader	1	\$ 85 /Hour Plus Material
Utility Vehicle with 5' Snow Plow and Tined 5' Rear Product and Spreader	1	\$ 85 /Hour Plus Material
Utility Tractor Mounted Snow Blower	0	\$ /Hour 0
Walk-Behind Snow Blower	10	\$ /Hour 65
Tractor (w/ Attach) Snow Blower and Operator	10	\$ /Hour 65
Walk-Behind Drop Spreader including Tined 5' Rear Product and Operator	3	\$ /Hour 65
Tractor (w/ Attach) Snow Blower Specify Proposed Product: <u>ICinator</u>	Inhibited	\$ /50lb Bag 12 Plus Labor
ESTIMATED GRAND TOTAL - PROPOSAL	26	\$ 467

*265/hr. or with material
 *265/hr. or with material
 *209/hr. or with material
 *34/Per Bag or Includes Labor and Material

The City will be responsible for all related costs such as fuel, insurance, operators, travel time, expenses. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the contractor's responsibility. Hourly rate applies to actual hours of operation.
 The City will not pay a minimum for overtime or holidays. The City will not guarantee a minimum number of hours per season. The contractor will be paid only for services rendered as specified at the prices stated.
 The City reserves the right to edit or delete locations as deemed necessary at the City's

Russell Landscapes Inc.

CHASE/SERVICE CONTRACT

Ship To
City of Troy
Community Affairs
500 W BIG BEAVER RD
TROY, MI 48084

Bill To
City of Troy
Community Affairs
500 W BIG BEAVER RD
TROY, MI 48084

No: 2024-90000001
Date: 01/09/2024

FOB DESTINATION

Entered By: Andrew Chambliss

Vendor
VENDOR NO. 162467
BRANTLEY DEVELOPMENT, LLC
30235 MARSHALL CT.
WESTLAND, MI 48186

SNOW REMOVAL -
YARD ASSISTANCE

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/13/2023	04/30/2024	2 Times Annually	2023-11-157-J4A	2024-90000001	0.01

Snow Removal Services

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy Yard Assistance Program with an option to renew for TWO (2) additional seasons, in accordance with the bid specifications of ITB-COT 23-22 at the hourly rates contained in the bid tabulation opened November 2, 2023, a copy of which is attached to this contract document.

Hourly rates for equipment shall include ALL related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium overtime, Sundays or Holidays are the responsibility of the contractor. The contractor will be paid for only the services rendered as specified at the prices stated above.

NOTE: The City reserves the right add or delete locations as deemed necessary at the City's option.

City Representative: Cindy Stewart
Community Affairs Director
248 524 1147

Payment Terms: Net30

Approved by City Council on November 13th, 2023. CC Resolution #2023-11-157-J4A

Certificate of Insurance and Endorsement shall be on file for duration of contract.

Year ONE (1) of potential Three (3) year Contract. Renewed under the same prices, terms and conditions in accordance with bid specifications ITB-COT 23-22 and the hourly rates as contained in the bid tabulation opened November 2, 2023.

TERMS & CONDITIONS

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

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

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


Emily Forriera
Purchasing Manager

Brantley Development LLC

Bid Proposal
Snow Removal Services
Page 3 of 7

PROPOSAL (B): Snow Removal Services for the Yard Assistance Program

Snow removal services to be provided to income qualified Troy senior citizens and persons with severe disabilities on an as needed basis in accordance with the attached specifications.

Estimated Number	Description	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call
80	Snow removal and / or salting at residential City of Troy homes.	\$ \$35.00	\$ \$5.00

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the amount of services required for the season will be dependent upon the severity of the winter season.

For award purposes, it will be estimated that there will be Six (6) call-outs per year even though the number is weather dependent and may be more or less.

ADDITIONAL INFORMATION:

For additional general information or questions about:

Proposal A please contact Allyson Leach, Recreation Supervisor @ (248) 524-3463 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

Proposal B please contact Cindy Stewart, Community Affairs Director between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday @ (248) 524-1147.

PROPOSAL A: TROY JEANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING AMENITY SITE INSPECTION:

All bidders interested in responding to Proposal A are required to attend to discuss site layout, specifications, and scope of work to determine the amount of work to be done in accordance with the bid specifications by attending the **MANDATORY PRE-BID MEETING** scheduled for **Wednesday, October 18, 2023 at 10:00 A.M. EDT**, located at Troy Community Center 3179 Livernols, Troy, MI 48083 – Room 302. If a bidder does not attend the pre-bid meeting, that bidder will be considered non-responsive and no longer eligible for award.

- Our company attended the Mandatory Pre-Bid meeting
- Our company did not attend the Mandatory Pre-Bid

DOWNPAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

EQUIPMENT INSPECTION:

The City reserves the right to make a site visit to inspect the equipment and reject the bid if the equipment is deemed unfit due to age, condition, or quantity. Please provide the manufacturer, year and model of the equipment to be used for this contract under the Vendor Questionnaire.

COMPANY NAME Brantley Development LLC

VENDOR NAME: Russell Landscaping Inc. Brantley Development LLC
 CITY: Troy, MI Inkster, MI

PROPOSAL: TO FURNISH SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE CITY OF TROY YARD ASSISTANCE PROGRAM AND TROY JEANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING AMENITY

PROPOSAL (A): Snow/Ice Removal Services - Jeanne M. Stine Community Park Pavilion and Ice-Skating Amenity

Item	Description	Unit	Deicing	Plowing	Deicing	Plowing
1	Less than One (1) inch or Icy Conditions, Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	Per Hour	\$100.00/Hour (Plus Material)	\$125.00	NO BID	
2	Two (2) inches to Six (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	Per Hour	\$100.00/Hour (Plus Material)	\$125.00		
3	Greater than Six (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	Per Hour	\$100.00/Hour (Plus Material)	\$135.00		

Note: Russell Landscaping Inc recommends the use of Rotary Brooms on new sidewalk cement. We currently own (3) units with Brooms. See Brett for Details. We want to protect the cement - see image.

Item	Type of Site Removal Equipment	Unit	# Dedicated to Troy	Cost (Hourly rates are all inclusive)	# Dedicated to Troy	Cost (Hourly rates are all inclusive)
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Sidewalks:

1	Utility Vehicle with 5' Snow Plow w/rubber or plastic blade	Per Hour	1	\$85.00/Hour	NO BID	
	Rotary Broom	Per Hour	3	\$85.00/Hour (Labor Only)		
2	Utility Vehicle with Blended Deicer Product and Spreader	Per Hour	1	\$85.00/Hour (Labor Only)		\$265.00/Hour (Includes Material)
3	Utility Vehicle with 5' Snow Plow and Blended Deicer Product and Spreader	Per Hour	1	\$85.00/Hour (Labor Only)		\$265.00/Hour (Includes Material)
4	Utility Tractor Mounted Snow Blower	Per Hour	0	\$0.00		
5	Walk-Behind Snow Blower	Per Hour	10	\$65.00/Hour		
6	Plastic (No Metal) Snow Shovel and Operator	Per Hour	10	\$65.00/Hour		
7	Walk-Behind Drop Spreader including Blended Deicer Product and Operator	Per Hour	3	\$65.00/Hour (Labor Only)		\$209.00/Hour (Includes Material)
8	Blended Deicer Product, No Rock Salt or Sodium Chloride	50lb Bag	Product: Incinator Inhibited	\$12.00/Bag (Material Only)	\$34.00/Bag (includes Labor)	

PROPOSAL (B): Snow Removal Services for the Yard Assistance Program

Est. Number	Description	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call
80	Snow removal and / or salting at residential City of Troy homes.	\$80.00	\$50.00	\$35.00	\$5.00

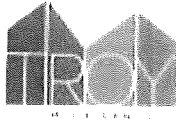
ATTENDED PRE-BID MEETING	Y/N	Y	Y
INSURANCE	Y/N	Y	Y
PAYMENT TERMS:		30	2% ten days
EXCEPTIONS:	Y/N	None	None
ALL OR NONE AWARD:	Y/N	N	N
ACKNOWLEDGEMENT:	Y/N	Y	Y
VENDOR QUESTIONNAIRE:	Y/N	Y	Y
ADDENDUM SIGNED:	Y/N	N	N
FORMS:	Y/N	Y	Y

Low Bidders Meeting Specifications

Attest:
 (*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham
Brian Goul
Cindy Stewart
Allyson Leach
Andrew Chambliss
Nellie Bert
Dina Gates

Emily Frontera
 Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 23-22
PAGE 1 of 7

The bidder agrees to furnish **SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE CITY OF TROY YARD ASSISTANCE PROGRAM AND TROY JEANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING AMENITY** in accordance with the specifications, which are to be considered an integral part of this proposal at the following prices:

COMPANY NAME: Russell Landscaping Inc.

BID PROPOSAL (A): Snow/Ice Removal Services on Ice Amenity and Surrounding Areas

Bidder shall remove snow from resilient athletic flooring, sidewalks, and if necessary, the ice itself, in accordance with attached specifications.

ITEM DESCRIPTION	DEICING	PLOWING
1. 1/2" to 1" (1) inch icy conditions, includes sodium chloride free blended deicing, absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Ans Material	\$ 125 /Hour
2. 1/2" to Six (6) inches. Includes sodium chloride free blended deicing, absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Ans Material	\$ 125 /Hour
3. 1/2" to Six (3) inches. Includes sodium chloride free blended deicing, absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Ans Material	\$ 135 /Hour

5. Bidder shall include all related expenses such as operators, equipment, fuel, maintenance, etc.)

6. Bidder will pay any premium for overtime or holidays. The City will not guarantee a minimum number of hours. Payment for contractor will be paid only for services rendered as specified, at the prices quoted.

7. Bidder shall have the right to add or delete locations as deemed necessary at the City's option.

* Russell Landscaping Inc Recommends the use of Rotary Brooms on New Sidewalk Cement. We currently own (3) units with Brooms See Bids for Details.

* We Want to Protect the Cement - See Image

COMPANY NAME: Russell Landscaping Inc.

**Continued - PROPOSAL (A): City Owned Property - Jeanne M. Stine Community Park
 Snow Removal and Ice-Skating Amenity**

	TYPE OF SITE REMOVAL EQUIPMENT	NUMBER DEDICATED TO TROY	COST *(Hourly rates are all inclusive)
	Utility Vehicle with 5' Snow Plow w/rubber or plastic blade	1	\$ 85 /Hour
	Utility Vehicle with Blended Discer Product and Spreader	1	\$ 85 /Hour Plus Material
	Utility Vehicle with 5' Snow Plow and Blended Discer Product and Spreader	1	\$ 85 /Hour Plus Material
	Utility Vehicle Blended Snow	0	\$ /Hour 0
	Walk-Behind Snow Blower	10	\$ 65 /Hour
	Walk-Behind Metal Snow Shovel and Operator	10	\$ 65 /Hour
	Walk-Behind Drop Spreader including Diesel Engine and Fuel Operator	3	\$ 65 /Hour
	Product: Rock Salt	Specify Proposed Product: ICinator	\$ /50lb Bag 12
	Product: Calcium Chloride	Inhibited	Plus Labor
		20	\$
			467

*265/hr. or with Material
 *265/hr. or with Material
 *209/hr. or with Material
 *34/Per Bag or Includes Labor and Material

ESTIMATED GRAND TOTAL PROPOSAL

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of hours per contract. The contractor will be paid only for services rendered as specified at the prices stated in the contract. The City reserves the right to edit or delete locations as deemed necessary at the City's discretion.

Russell Landscapes Inc.

to include:
1. Bidder's name;
2. Bid #.

PROPOSAL (B): Snow Removal Services for the Yard Assistance Program

The following services to be provided to income qualified Troy senior citizens and persons with severe disabilities on a bi-weekly basis in accordance with the attached specifications.

Itemized Description (Appendix)	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call
Snow removal and/or salting at residential City of Troy homes.	\$ 80	\$ 50 (Includes APPX. 2 Bags/Per Home)

NOTE: COST OF SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, etc.)

ESTIMATED QUANTITIES:

The quantities are approximate and not guaranteed. The numbers will be used for award purposes. The actual amount of services required for the season will be dependent upon the severity of the winter.

It is estimated that there will be Six (6) call outs per year even though the number is approximate and may be more or less.

CONTACT INFORMATION:

For more information or questions about this proposal, contact Allyson Beach, Recreation Supervisor @ (248) 624-3483 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
For more information contact Cindy Stewart, Community Affairs Director between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday @ (418) 624-1147.

PROPOSAL FOR SEANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING RINK

MANDATORY PRE-BID MEETING:

Proposals are pending. Proposal A is required to attend to discuss site layout, specifications, and other details of the project of work to be done in accordance with the bid specifications by attending the **MANDATORY PRE-BID MEETING** scheduled for **Wednesday, October 18, 2023 at 10:00 A.M. EDT**, located at 201 Brockton Hwy, Troy, MI 48063 - Room 102. If a bidder does not attend the pre-bid meeting, they will be considered non-responsive and no longer eligible for award.
Bidders are required to attend the Mandatory Pre-Bid meeting.

PROPOSAL REQUIREMENTS:

Proposals must include a down payment or prepayment of any kind prior to work completion and must comply with specifications will not be considered for award.

Payment will only be made once work has been completed satisfactorily before any invoice will be paid.

EQUIPMENT REQUIREMENTS:

Bidders are required to make a site visit to inspect the equipment and reject the bid if the equipment is deemed unsuitable for the project. Please provide the manufacturer, year and model of the equipment to be used in the Method Questionnaire.

Russell Landscapes Inc

City of Troy
1000 Troy Ave
Troy, MI 48063

LOCAL BUSINESS PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and personal property taxes) and the bid of the local vendor is within 5% of the lowest responsive and responsible non-local bid, provided the local vendor has a chance to match the low bid.

Awards:

The City of Troy reserves the right to award a contract to one (1) Primary Contractor and one (1) Secondary Contractor for the items listed in Proposal A and Proposal B. In the event the Primary Contractor is unable to provide the services as specified in the bid, the Secondary Contractor will be contacted. For Proposal A, the City of Troy reserves the right to award to the lowest bidder who agrees to accept the lowest rate for each item; and each item will be considered a separate award. The City of Troy reserves the right to combine items in the City of Troy's best interest to combine items. The award and evaluation of this bid shall be based on the following factors, including but not limited to: cost, references, inspection of the firm's entire plowing and snow removal equipment and the capability of the proposed contractor to meet the needs of the City of Troy.

The City of Troy reserves the right to reject low bids which have major deviations from specifications, to accept a bid which is not the lowest bid, to award the bid in whatever manner is deemed to be in the best interest of the City of Troy.

Contract Documents:

When a successful bidder has been selected by the Troy City Council, a purchase order issued from the City of Troy will serve as the contract between the parties and permit the successful bidder(s) to perform the contract in accordance with the purchase order. The purchase order shall be released once acceptable insurance is received.

Subcontractors:

The successful bidder must submit a list of proposed subcontractors, if applicable, for approval by the designated City of Troy representative. If the bidder is the low qualified bidder, it will be understood that this list of subcontractors is not a contract and is not final until approved by the Troy City Council.

Legal Status:

The bidder must sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding the bidder's status regarding "Fair Linked Business" and the Familial Disclosure Forms and return with your bid.

Termination for Convenience:

The City of Troy reserves the right to terminate this contract for its convenience, in whole or in part, by giving the contractor written notice 30 days in advance. The City of Troy reserves the right to cancel this contract in part, the charges payable under this contract shall be adjusted to reflect those services that are cancelled.

Russell Landsburg, Jr.

City of Farmington
2000
1000

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and the attached required Insurance Certificate and Endorsement must be submitted to the city within 5 business days of the electronic request after the bid award. The Insurance Certificate and Endorsement may be submitted to the City Office at (248) 319-7608, and is the only bid document accepted in this format.

Contractor and their subcontractors, shall not commence work under this contract until they have obtained the required insurance, and shall keep such insurance in force during the entire life of this contract. All insurance carriers must be licensed and admitted to business in the State of Michigan and must be licensed to do business in Michigan. The provisions below should not be interpreted to limit the liability of the Contractor and self-insured retentions (SIR's) are the responsibility of the Contractor.

I will meet the specified insurance requirements.
 I will meet the specified insurance requirements.
 I will meet the specified limits but can obtain the additional insurance coverage of _____ at the cost of \$_____.
Please note the amendments on a sample insurance certificate and attach it to your bid form.

I will meet the specified insurance requirements if we lower the requirement to _____.
I will attach a sample insurance certificate and attach it to your bid form.

I will attach a copy of my present coverage as well as the required insurance certificate and endorsement as a proposal document at the time of submission of the proposal to the City of Farmington.

I will not contact my insurance carrier to verify that the insurance carried meets the specifications may result in this proposal being completed incorrectly.

I will not request a waiver from Worker's Compensation requirements or other insurance coverage. 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 the City of Farmington.

OPTIONAL
I will request additional coverage that may be required for specified work. I will attach a copy of the coverage prior to bid submission.

OPTION: INSURANCE, including Employers' Liability Coverage, in accordance with all applicable laws of the State of Michigan.

OPTION: LIABILITY INSURANCE on "Occurrence Basis" with limits of liability not less than _____ and aggregate coverage shall include the following extensions: (A) Contractual Obligations; (B) Professional Operations; (C) Independent Contractors Coverage; (D) Broad Form Coverage; (E) Deletion of all Explosion, Collapse and Riot Coverage.

OPTION: AUTOMOBILE LIABILITY INSURANCE, with limits of liability not less than _____ for Bodily Injury, and Property Damage Coverage and Coverage for Uninsured Motorist and Hit and Run Vehicles.

Russell Landscaping Inc

Additional Insureds:

The Contractor's General Liability and Automobile Liability as described in the attached SAMPLE shall include an endorsement. Endorsement shall be **Additional Insureds:** The City of Troy including the Mayor, City Council, City officials, all employees and volunteers, all boards, commissions, and/or authorities and all persons performing maintenance, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have shall be considered secondary and/or excess.

Endorsements:

The Contractor shall include an endorsement stating that it is understood and agreed that Thirty (30) days advance written notice of cancellation, non-renewal, or change of terms shall be mailed to:

City of Troy
City Manager
1000 North Main Street
Troy, Michigan 48063

Insurance Coverage:

The Contractor shall provide the City of Troy at the time that the contracts are returned by him/her for execution, proof of insurance coverage as required endorsements. In lieu of required endorsements, if applicable, the Contractor shall provide coverage for additional insured and cancellation notice would be provided for all policies mentioned above all shall be furnished, if so requested.

When the contract expires during the term of this contract, the Contractor shall deliver renewal information to the City of Troy at least ten (10) days prior to the expiration date.

Insurance Certificate:

The Contractor shall submit a letter from the insurance agent or carrier that the insurance certificate meets the City's requirements. As an alternative, the recommended bidder may submit the certificate of insurance to the City. *The City must receive this letter or certificate by the time the bid is submitted. If an electronic application has been delivered to the recommended bidder, the contractor is considered non-responsive and the bid un-awardable.* This process will occur prior to the award recommendation to the Troy City Council.

Final Bid Submission:



The City's Purchasing Manager will review the insurance certificate and if it meets the City's requirements and has been received and allow (6) business additional days for the contractor to submit the insurance certificate(s) in accordance with specifications. The contractor shall be held liable AND forfeit any bid surety for failure to comply. The company will be barred from doing business with the City of Troy for a minimum of one year for non-compliance.

Russell Landscaping Inc.

SIGNATURE PAGE

This contract shall remain firm for sixty (60) days or bid award whichever comes first except the contract shall remain firm from date of award through April 30, 2024.

This contract shall have the option to renew for two (2) additional seasons, if within 90 days of contract termination the bidder elects to its renewal under the same prices, terms, and conditions. The renewal is subject to a request by City staff and City Council approval. A request by City staff to determine a successful bidder's option to renew shall not in any way obligate the City. The option cannot be exercised without Troy City Council approval. See attached addendum for details.

PROPOSER COMPANY REPRESENTATIVE: 
38-2677-390
Russell Land Services Inc.
1955 Bellingham CITY Troy ST MI ZIP 48063
PHONE 313-600-4023 FAX NUMBER ()
NAME Brett Russell 566 343-9253 ext/office
(Title)
PROPOSER COMPANY REPRESENTATIVE: 
30 EMAIL brett@russellcompanies.com
PHONE ()

Proposer hereby certifies that the information provided from the City specifications and this proposal must be stated below and that all drawings, details, notes, or specifications are an integral part of this bid proposal offer.

Proposer hereby certifies that the bid award - "Unit Price Pricing" not to be broken up by proposal.

Brett Russell certifies that I have read the *Instructions to Bidders* (3 Pages) and that the bid information were obtained directly from the City's Purchasing Department or MITN www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

PROPOSER COMPANY REPRESENTATIVE: 

In the discretion of the City, they require the bidder(s) to supply a Financial Report from an impartial source to the City Board of Directors.

The City may require a SAFETY DATA SHEET, where applicable, in compliance with the MICHSA regulations. Provide a copy of any relevant SDS at the time of bid submission.



VENDOR QUESTIONNAIRE

1. Provide the following information and submit with your bid proposal

Company Name: Russell Landscaping Inc.

2. Provide your business address

City: _____
State: _____
Zip: _____

ESTABLISHED WHEN: 1989
(Year)

- Corporation
- Sole Proprietorship
- Partnership
- Joint Venture
- Other _____

3. Provide your contact information

Name: _____
Title: _____
Phone: _____
E-Mail: _____

4. If additional space is needed throughout the questionnaire, please attach additional sheets numbered _____.

5. Has your company ever operated a company that declared Chapter 7 during the last ten (10) years?

Yes () No ()

6. Will any of your work be completed by subcontractors? If so, please provide company name(s)

Yes () No ()

7. Please list at least three (3) clients with whom you have had similar work completed in the past. Client names and any other information are to be provided. If your company has worked with Troy in the past, it is required the City be listed as one of your references.

Client Name	Address	Contact Name	Phone Number	E-Mail
Clean Earth	515 Lynde	Allen Jones	313-220-4226	ajones@CLEAN.com
Also Companies	24613 Howell	Tom F	546-756-200	Tom.Jones@also.com
New Mark	9333 Middlebelt	Jennifer	248-496-9747	Jennifer@newmark.com

8. Does your company's policy on monitoring the driving records of your employees, including how often these are performed and what offenses constitute dismissal?

GPS on all vehicles. Employees are screened at first interview with background checks as needed.

Company will be assigned to the City's account.

copies of certifications, licenses (including up-to-date copies of medical cards), and/or training classes taken to increase expertise in snow plowing operations for the people listed in assigned to the City of Troy account along with their responsibilities.

NAME	CERTIFICATION	EXPERIENCE/YEARS	ROLE
Operations Manager - Troy Yard	Nathan Hill	15	Operations Manager for Our Troy Location

City's drug testing policy, including how often drivers are tested and what constitutes a positive test.

CDL Driver will Automatically Be Drug tested at Random as Part of Program.

Under 2600 lbs all drivers are tested on a 'as needed' Basis. If drugs are in question, Employee is terminated.

Number of full time employees: 40
Number of outside employees: 45

CONTACT INFORMATION:

Provide a daytime phone number and contact person and a 24-hour phone number and project manager.

566-343-6253 Contact: Office
33-600-4663 Contact: Brett - owner's Cell
Nathan Hill Phone Number: (if different from above) 566-879-4033

Response time: 7 hours after request for services.

Russell Landscaping Inc.

City of 1955 Bellingham
Department of Public Works

The model and year of all equipment used in providing snow removal services for each day of the calendar year to attach to the bid document at time of submission

Kubota UTV 1100 With Plow/Sifter
2007 Suzuki Quads with Plow
Walker Model T With Rotary Broom
2003 Ford F250 With Plow and Sifter (Bagged Material)
2019 Ford F250 With Tailgate Sifter
Blowers/Shovelers
2010 Jeep Wrangler With 7'6" Plow
2019 F250 With Plow
Blowers / Shovelers

STATEMENT OF WORK IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Representative



1955 Bellingham
TKB, INC

313-600-4883

Brett Russell

10-19-23

Russell Landscaping Inc.



Bidder

in the appropriate form and strike out the other two:

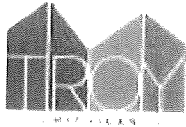
I, Russell Leathers, Inc. do and do my business under the laws of the State of MI for whom
I am authorized to execute contracts.


Brett Russell

1955 Bellingham

SIGNATURE IS AFFIXED TO THE PROPOSAL;





CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

SSN

Brett Russell

being duly sworn and deposed, says that he

V.O.P.

is the party making the foregoing proposal or bid.

I do not collude or conspire with said bidder, has not colluded, conspired, connived, or
conferred with any bidder or person to put in a sham bid or to refrain from bidding and has not
been directly sought by agreement or collusion, or communication or conference, with any
bidder or any other bidder to fix any overhead, profit, or cost element of said bid
or to secure the advantage against the City of Troy or any person interested in
that all statements contained in said proposal or bid are true.

NOBWI

Kathleen Marie Hermann

Subscribed and sworn to on 19 day of October, 2023 in and for

Wayne

County

07-10-2030

KATHLEEN MARIE HERMANN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES JUL 10, 2030
ACTING IN COUNTY OF *macomb*



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I, the undersigned, certify to the best of its knowledge and belief, that it and its principals...
(a) has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded...
(b) has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded...
(c) has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded...
(d) has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded...

I have not been convicted of any 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.

I have not been convicted of any 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.

I have not been convicted of any 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.

I have not been convicted of any 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.

Russell Landscaping Inc.

Beth Russell - V.P.

[Signature]

10-19-23

I certify to the above statements. Attached is my explanation.

Attachment 1: Certification regarding debarment (2).doc



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

I, the undersigned, in compliance with the Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq., before entering into any contract for goods or services with any prospective purchaser, hereby certify that it is not an "IRAN LINKED BUSINESS" as defined by law.

Russell Landscaping Inc.	
1955 Bellingham	
Troy	
MI	48093
Phone/State	
39-2977390	

I, the undersigned, certify that I have knowledge of all vendors business activities, 2) full knowledge of the sanctions and penalties under the Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq. and 3) the full and complete information regarding the vendor, by my signature below, certifies that the vendor, by my signature below, certifies that the vendor is not an "IRAN LINKED BUSINESS" as defined by MCL 129.311 et seq. and as such that Vendor is not prohibited from entering into a contract for a possible contract to supply goods and/or services.

Vendor's Authorized Agent

Ben Russell

Date

Gordon Russell

Signature



Proposer's Sworn
(To be p

Notarized Familial Disclosure
dtd by the Proposer)

I, the undersigned, authorized
agent to the Notarized Disclos
and warrant correct as
of this date. My address is
Landscaping INC.
City of Troy, Michigan

I, the undersigned, declare under penalty of perjury that I am the
owner of Brett Russell (the
requirement provided in the Request for Proposal,
stated below, that no familial relationships exist
Russell
and any member of the City of Troy City

Relationships:

BIDDER:

By Brett Russell - V.P.

is _____

Notary

My

Maureen

I have acknowledged before me on the 19 day of October 2023 by
Russell Landscaping INC.



**CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE**

AND BY AND FOR THE CITY OF TROY, Michigan, I, Russell Landbeeping, Inc. (Contractor) agree to defend, pay on

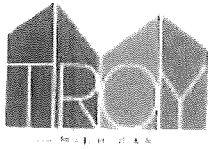
and hold harmless the City of Troy, its elected and appointed officials, employees and agents, and the City of Troy against any and all claims, demands, suits, or loss, damages, and for any, and all, which may be asserted, claimed or recovered against the City of Troy, its elected and appointed officials, employees, volunteers or officers working on behalf of the City of Troy, its elected and appointed officials, employees, volunteers or officers, including injury or death and/or property damage, including loss of profits, or of or in any way connected or associated with this contract/agreement.

 _____ 1019-13

 _____

Signature _____

(Contractor to return at time of proposal submittal)



CITY OF TROY

PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

Russell Landscaping Inc.

as an Independent Contractor performing work and/or a business that I am a Sole Proprietor business and will not employ any person(s) in the City of Troy under this contract (_____).

in the State of Michigan, and as a Sole Proprietor with no employees, I hereby acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

I hereby agree to give up any and all claims against the City and to hold the City harmless from any claims that I may sustain during the course or as a result of this contract.

I hereby agree to hire, employing prior to hiring any person(s), full time or part time, to assist in this business, to be subject to the Workers' Disability Compensation Act of the State of Michigan prior to any person beginning work or assisting in the business.

10-19-23

Brett Russell

10/19/23

Dynnet

TECHNICAL DATA

ICINATOR Inhibited

Product Line Summary

PRODUCT CHARACTERISTICS

ICinator Inhibited is comprised of pure calcium chloride that is uniformly infused with calcium chloride and a corrosion inhibitor throughout the pelletized granules. The corrosion rate is 85% less corrosive than regular rock salt. The product is further screened to a uniform 1/8" size to enable a uniform feeding rate when applied. 100% of the granule is effective to melt down to 21°.

ICinator Inhibited will melt 18" more ice versus rock salt at 14 F, 88% more ice at 4 F and 100% more ice at 22 F. Testing was performed using Method SHRP 10-206.2. The product will not leave any residues or sticky residue. Its unique structure and composition prevents the product from tracking but more importantly every granule contains our proprietary corrosion inhibitor.

TYPICAL ANALYSIS

Physical Properties

Other

Butt Density (g/cm³)

None

Chemical Properties

Limit

Typical

Calcium Magnesium Chloride as CaCl₂ %

5.0 Max.

3.0

Corrosion Inhibitor %

0.5 - 0.7%

0.5

APPLICATIONS

ICinator Inhibited can be used in any application that requires rapid ice and snow removal. Recommended for parking decks, parking lots or anywhere where corrosion is of concern.

AVAILABILITY

ICinator Inhibited is available directly from Marshall, Inc. in bulk load shipments of approximately 2000lb, 10000lb super sacks, or 50lb bags.

PRODUCT SAFETY INFORMATION

As with any chemical, literature published requires care in handling. Anyone responsible for the procurement, use, or shipment of this product should familiarize himself and those handling it with the appropriate safety and handling procedures. This information is available in Material Safety Data Sheets, which may be obtained from our Customer Service Group.



PROPOSAL (B): Snow Removal Services for the Yard Assistance Program

Snow removal services to be provided to income qualified Troy senior citizens and persons with severe disabilities on an as needed basis in accordance with the attached specifications.

Estimated Number	Description	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call
80	Snow removal and / or salting at residential City of Troy homes.	\$ 35.00	\$ 5.00

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the amount of services required for the season will be dependent upon the severity of the winter season.

For award purposes, it will be estimated that there will be Six (6) call-outs per year even though the number is weather dependent and may be more or less.

ADDITIONAL INFORMATION:

For additional general information or questions about:

Proposal A please contact Allyson Leach, Recreation Supervisor @ (248) 524-3463 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

Proposal B please contact Cindy Stewart, Community Affairs Director between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday @ (248) 524-1147.

PROPOSAL A: TROY JEANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING

AMENITY SITE INSPECTION:

All bidders interested in responding to **Proposal A** are required to attend to discuss site layout, specifications, and scope of work to determine the amount of work to be done in accordance with the bid specifications by attending the **MANDATORY PRE-BID MEETING** scheduled for **Wednesday, October 18, 2023 at 10:00 A.M. EDT**, located at Troy Community Center 3179 Livernols, Troy, MI 48083 – Room 302. If a bidder does not attend the pre-bid meeting, that bidder will be considered non-responsive and no longer eligible for award.

- (X) Our company attended the Mandatory Pre-Bid meeting
- () Our company did not attend the Mandatory Pre-Bid

DOWNPAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

EQUIPMENT INSPECTION:

The City reserves the right to make a site visit to inspect the equipment and reject the bid if the equipment is deemed unfit due to age, condition, or quantity. Please provide the manufacturer, year and model of the equipment to be used for this contract under the Vendor Questionnaire.

COMPANY NAME Brantley Development LLC

LOCAL PREFERENCE:

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

AWARD:

It is the intent of the City to award a contract to one (1) Primary Contractor and one (1) Secondary Contractor for Snow Removal Services for **Proposal B**. In the event the Primary Contractor is unable to provide the services as needed, the Secondary contractor will be contacted. For **Proposal A**, the City of Troy reserves the right to award to various contractors who agree to accept the lowest rate for each item; and each item will be considered a separate award unless deemed in the City of Troy's best interest to combine items. The award and evaluation of this bid shall be a combination of factors, including but not limited to: cost, references, inspection of the firm's entire plowing and support equipment and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to reject low bids which have major deviations from specifications; to accept a higher bid, which has only minor deviations from specifications; to award the bid in whatever manner is deemed to be in the best interests of the City of Troy.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, a purchase order issued 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. The purchase order shall be released once acceptable insurance is received.

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.

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 return with your bid proposal.

TERMINATION FOR CONVENIENCE:

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

COMPANY NAME Brantley Development LLC

INSURANCE:

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME Brantley Development LLC

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

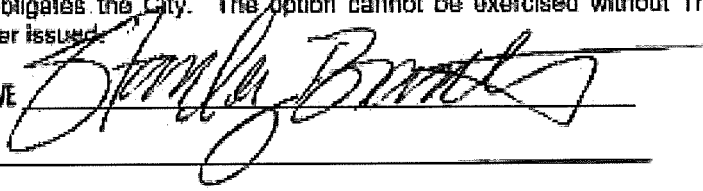
COMPANY NAME Brantley Development LLC

SIGNATURE PAGE

PRICES: Prices quoted shall remain firm for sixty (60) days or bid award whichever comes first, except the successful bidder(s) whose prices shall remain firm from date of award through April 30, 2024.

The contract contains one option to renew for two (2) additional seasons, if within 90 days of contract termination both parties agree to the renewal under the same prices, 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.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE



TAX ID: 36-4157904

COMPANY Brantley Development LLC

ADDRESS 2648 Bayhan CITY Inkster ST MI ZIP 48141

PHONE NUMBER (810) 610-0427 FAX NUMBER ()

REPRESENTATIVE'S NAME: Stanley Brantley

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

PAYMENT TERMS 2% to days EMAIL: Brantley_Development@yahoo.com

DELIVERY: As Specified

EXCEPTIONS:

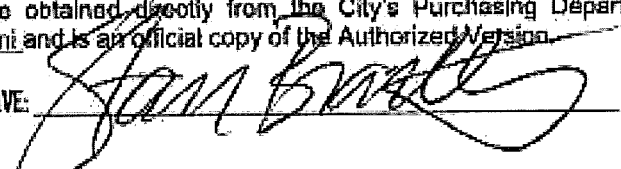
Any exceptions, deviations, substitutions, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exception(s), deviation(s), or substitution(s) are an integral part of this bid proposal offer.

Please check, if this is an all or none award – "One Lot Pricing" not to be broken up by proposal.

ACKNOWLEDGEMENT:

I, Stanley Brantley, 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:



NOTE:

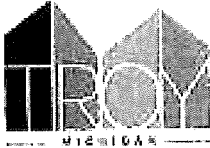
The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

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

CURRENCY:

All figures quoted are to be in U.S. Funds.



VENDOR QUESTIONNAIRE

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

COMPANY NAME: Brantley Development LLC

TYPE OF ORGANIZATION: (Circle One) **ESTABLISHED WHEN:** _____
a. Individual (Year)
b. Partnership
c. Corporation
d. Joint Venture
e. Other _____

If applicable:
FORMER FIRM NAME(S)

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

1. Have you owned or operated a company that declared Chapter 7 during the last ten (10) years?
() Yes When: _____ No

2. Will any portion of the work be completed by subcontractors? If so, please provide company name(s) and contact information.
None

3. REFERENCES - please list at least three (3) clients with whom you have had similar work completed by your company. Contact names and the listed information are to be provided. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

Entity Name	Address	Contact Name	Phone Number	E-Mail
City of Troy	500 W Big Beaver, Troy	Cindy Stewart	2485241147	Cindy.Stewart@Troymi.gov
City of Troy	500 W Big Beaver, Troy	Scott Carruthers	2485243501	Scott.Carruthers@troyml.gov
City of Dearborn	16901 Michigan Ave, Dearborn	Jordan Roberts	3139432048	jroberts@ci.dearborn.mi.us
MDOT Oakland TSC	800 Vanguard, Pontiac	William Bair	2484312887	Bairw@michigan.gov

4. Provide your company's policy on monitoring the driving records of your employees, including how often background checks are performed and what offenses constitute dismissal.
Brantley Development check all employees who are driving our vehicles, once a year and we do background check on all new employees prior to employment.

5. Personnel from this company who would be assigned to the City's account.

Please provide resumes, copies of certifications, licenses (including up-to-date copies of medical cards), and/or list any additional training classes taken to increase expertise in snow plowing operations for the people listed in this section who will be assigned to the City of Troy account along with their responsibilities.

TITLE	NAME	LICENSE/ CERTIFICATION	EXPERIENCE/ YEARS	ROLE
Owner	Stanley Brantley	- 25 years		

6. Provide your company's drug testing policy, including how often drivers are tested and what constitutes dismissal under this policy.

Brantley Development does random drug testing of all employees and require immediate testing of any employee that is involved in a vehicle accident. Any employee tested positive after an accident is demoted to a position that does not require driving a company vehicle or terminated depending on the accident results.

7. EMPLOYEES: Number of full-time employees: 8
Number of part-time employees: 4

8. CONTACT INFORMATION:

The contractor will provide a daytime phone number and contact person and a 24-hour phone number and contact person and the project manager.

Daytime phone number 810-610-0427 Contact Stanley Brantley

24-hour phone number 810-610-0427 Contact Stanley Brantley

Project Manager _____ Phone Number _____ (if different from above)

9. RESPONSE TIME: Within 2 hours after a request for service.

COMPANY NAME: Brantley Development LLC

10. FACILITY: Location: Inkster Michigan
Number of miles from City of Troy: 34 miles

11. EQUIPMENT:

List below the manufacturer, model, and year of all equipment used in providing snow removal services for each proposal bid (A – E); (You may use an additional sheet and attach it to the bid document at time of submission.)

PROPOSAL A:

PROPOSAL B:

2 plow trucks, 2 plow trucks with 3 ton salt spreaders, 1- UTV with plow and salter, 2-
ATV with plows

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:
Company:


Brantley Development LLC

Address:

2648 Bayhan
Inkster, Michigan 48141

Phone Number:

810-610-0427

Representative's Name:

Stanley Brantley

Date:

10/30/23
(Print)

COMPANY NAME: Brantley Development LLC



Legal Status of Bidder:

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

Brantley Development LLC

A corporation duly organized and doing business under the laws of the State of Michigan for whom Stanley Brantley, bearing the office title of Owner, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

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



**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.

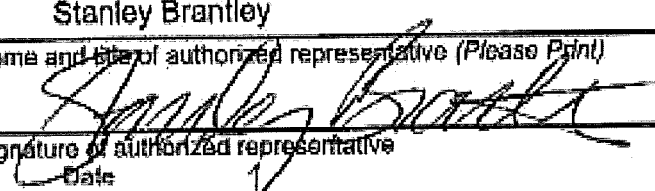
I am able to certify to the above statements.

Brantley Development LLC

Name of Agency/Company/Firm (Please Print)

Stanley Brantley

Name and title of authorized representative (Please Print)



Signature of authorized representative

Date

10/30/23

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	Brantley Development LLC
Street Address	2648 Bayhan
City	Inkster
State, Zip	Michigan 48141
Corporate I.D. Number/State	
Taxpayer I.D. #	36-4167904

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

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

Stanley Brantley

Witness Signature: _____

Printed Name of Witness: _____



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Stanley Brantley, being duly sworn deposed, says that he
(Print Full Name)

is Owner. 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 agreed, 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.

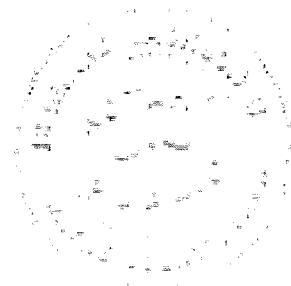
Stanley Brantley
SIGNATURE OF PERSON SUBMITTING BID

Bernard Jackson II
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 30th day of OCTOBER, 2023 in and for
Wayne County.

My commission expires:
MARCH 17, 2024

BERNARD JACKSON II
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES MAR 17, 2024
ACTING IN COUNTY OF Wayne





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

The undersigned, the owner or authorized officer of Brantley Development LLC (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 Brantley Development LLC and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER: Brantley Development LLC

By: *Stanley Brantley*
Its: Owner

STATE OF MICHIGAN

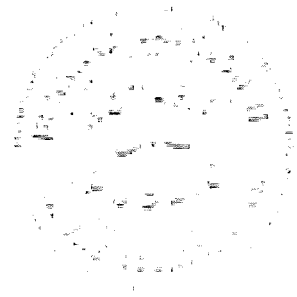
) ss.

COUNTY OF WAYNE)

BERNARD JACKSON II
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES MAY 7, 2029
ACTING IN COUNTY OF Wayne

This instrument was acknowledged before me on the 30th day of OCTOBER, 2023, by

Bernard Jackson II / Bernard Jackson





CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

Brantley Development LLC

agrees to defend, pay on

(Name of Consultant / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

Contract / Agreement

A handwritten signature in black ink, appearing to read 'Stanley Bennett', is written over a horizontal line.

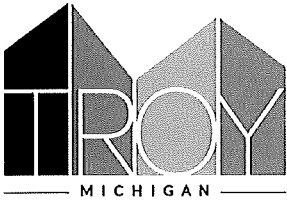
Contractor/Vendor representative signature/date

Witness

City of Troy representative signature/date

Witness

(Please complete and return at time of proposal submittal)



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 3, 2023

To: Mark F. Miller, City Manager

From: Bob Bruner, Deputy City Manager
Megan Schubert, Assistant City Manager
Dee Ann Irby, Controller
Cindy Stewart, Community Affairs Director
Brian Goul, Recreation Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidders Meeting Specifications – Snow Removal Services

History

- The Recreation Department is responsible for administrating the snow and ice removal at the Jeanne M. Stine Community Park Pavilion and Ice-Skating Amenity which includes the ice rink, Pavilion sidewalks, and areas around the pavilion and ice amenity.
 - The ice amenity/pavilion at Jeanne M. Stine Community Park is expected to open in early 2024.
 - The snow and ice removal at this location will require special equipment and specific chemical for ice removal.
- The Community Affairs Division is responsible for administrating the Community Development Block Grant (CDBG) Home Chore Program
 - Qualified individuals are eligible for assistance with snow and ice removal from driveways and sidewalks.
 - Approximately 70-90 homes are completed under this program.
 - CDBG funds this operation.

Purchasing

On November 2, 2023, a bid opening was conducted as required by City Charter and Code for seasonal requirements for Snow Removal Services at the ice amenity/pavilion at Jeanne M. Stine Community Park (Proposal A) and Snow Removal Services for the Yard Assistance Program (Proposal B) with an option to renew for two (2) additional seasons. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Two hundred twenty-two (222) vendors were notified via the MITN website. One (1) Bid response was received for Snow/Ice Removal Services at the Jeanne M. Stine Community Park Pavilion and Ice Amenity (Proposal A) and two (2) bid responses were received for the Yard Assistance Program (Proposal B). Below is a detailed summary of potential vendors for the bid opportunity:



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	222
Troy Companies notified via MITN	3
Troy Companies - Active email Notification	3
Troy Companies - Active Free	0
Companies that viewed the bid	37
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.

After reviewing the bid responses, *Russell Landscaping Inc. of Troy, MI* was the sole bidder meeting specifications for Proposal A and *Brantley Development LLC. of Inkster, MI*, was the low bidder meeting specifications for Proposal B, as per the unit prices for services and equipment detailed in the attached bid tab.

Financial

Funds are budgeted and available for each service in the corresponding department's operating budget.

Recommendation

City Management recommends awarding a contract to provide seasonal requirements of Snow and Ice Removal Services with an option to renew for two (2) additional seasons to *Russell Landscaping Inc., of Troy, MI* for Proposal A, and *Brantley Development, LLC.*, for Proposal B, at prices detailed and contained in the attached bid tabulation.

In addition, City Management is recommending the approval to allow City administration to extend the pricing established in Proposal A to other vendors for emergency conditions of snow and ice removal.

BID TABULATION
 SNOW REMOVAL SERVICES
 CITY OF TROY

VENDOR NAME: Russell Landscaping Inc. Brantley Development LLC
 CITY: Troy, MI Inkster, MI

PROPOSAL: TO FURNISH SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE CITY OF TROY YARD ASSISTANCE PROGRAM AND TROY JEANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING AMENITY

PROPOSAL (A): Snow/Ice Removal Services - Jeanne M. Stine Community Park Pavilion and Ice-Skating Amenity

Item	Description	Unit	Deicing	Plowing	Deicing	Plowing
1	Less than One (1) inch or Icy Conditions, Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	Per Hour	\$100.00/Hour (Plus Material)	\$125.00	NO BID	
2	Two (2) inches to Six (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	Per Hour	\$100.00/Hour (Plus Material)	\$125.00		
3	Greater than Six (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	Per Hour	\$100.00/Hour (Plus Material)	\$135.00		
<i>Note: Russell Landscaping Inc recommends the use of Rotary Brooms on new sidewalk cement. We currently own (3) units with Brooms. See Brett for Details. We want to protect the cement - see image.</i>						

Item	Type of Site Removal Equipment	Unit	# Dedicated to Troy	Cost (Hourly rates are all inclusive)	# Dedicated to Troy	Cost (Hourly rates are all inclusive)	
Sidewalks:							
1	Utility Vehicle with 5' Snow Plow w/rubber or plastic blade	Per Hour	1	\$85.00/Hour	NO BID		
	Rotary Broom	Per Hour	3	\$85.00/Hour (Labor Only)			
2	Utility Vehicle with Blended Deicer Product and Spreader	Per Hour	1	\$85.00/Hour (Labor Only)			\$265.00/Hour (Includes Material)
3	Utility Vehicle with 5' Snow Plow and Blended Deicer Product and Spreader	Per Hour	1	\$85.00/Hour (Labor Only)			\$265.00/Hour (Includes Material)
4	Utility Tractor Mounted Snow Blower	Per Hour	0	\$0.00			
5	Walk-Behind Snow Blower	Per Hour	10	\$65.00/Hour			
6	Plastic (No Metal) Snow Shovel and Operator	Per Hour	10	\$65.00/Hour			
7	Walk-Behind Drop Spreader including Blended Deicer Product and Operator	Per Hour	3	\$65.00/Hour (Labor Only)			\$209.00/Hour (Includes Material)
8	Blended Deicer Product, No Rock Salt or Sodium Chloride	50lb Bag	Product: Incinator Inhibited	\$12.00/Bag (Material Only)	\$34.00/Bag (Includes Labor)		

PROPOSAL (B): Snow Removal Services for the Yard Assistance Program

Est. Number	Description	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call
80	Snow removal and / or salting at residential City of Troy homes.	\$80.00	\$50.00	\$35.00	\$5.00
	ATTENDED PRE-BID MEETII	Y/N	Y	Y	
	INSURANCE	Y/N	Y	Y	
	PAYMENT TERMS:		30	2% ten days	
	EXCEPTIONS:	Y/N	None	None	
	ALL OR NONE AWARD:	Y/N	N	N	
	ACKNOWLEDGEMENT:	Y/N	Y	Y	
	VENDOR QUESTIONNAIRE:	Y/N	Y	Y	
	ADDENDUM SIGNED:	Y/N	N	N	
	FORMS:	Y/N	Y	Y	

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham
Brian Goul
Cindy Stewart
Allyson Leach
Andrew Chambliss
Nellie Bert
Dina Gates

Low Bidders Meeting Specifications

Emily Frontera
 Purchasing Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
- WITH PRODUCTS COMPLETED OPERATIONS COVERAGE AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE PART
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured – including Primary-Noncontributory provision
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Personal and Advertising Injury – Discrimination or Humiliation
F.	Personal and Advertising Injury – Broadened Eviction
G.	Waiver of Subrogation – Blanket
H.	Additional Insured – Extended Coverage

I. BLANKET ADDITIONAL INSURED PROVISIONS

- A. **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required by "written contract" to add as an additional insured on the Businessowners Liability Coverage Form.
- B. The insurance provided to the additional insured is limited as follows:
 - 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the written contract but only for "bodily injury" or "property damage" included in the products completed operations hazard, and only if :
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 - 2. Subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide such additional insured with:
 - a. Coverage broader than required by the "written contract";
 - b. A higher limit of insurance than required by the "written contract."

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- C. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage,"** or **"personal and advertising injury"** arising out of:
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
- (1) The preparing approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.
- D. Notwithstanding anything to the contrary in the Other Insurance condition of the Businessowners Common Policy Conditions, this insurance is excess of all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by the **"written contract,"** this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- E. Under **Businessowners Liability Conditions, the Duties in the Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured is amended as follows:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an **"occurrence"** or an offense which may result in a claim or **"suit"** under this insurance, and of any claim or **"suit"** that does result;
- b. Tender the defense and indemnity of any claim or **"suit"** to any other insurer or self insurer whose policy or program applies to all loss we cover under this Policy;
- c. Except as provided in Paragraph B.3. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Policy; and
- d. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or **"suit."**

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or **"suit."**

- F. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:
 - (1) The **"bodily injury"** or **"property damage"**; or
 - (2) The offense that caused the **"personal and advertising injury"**;

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily Injury"** is deleted and replaced with the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

C. Estates, Legal Representative and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

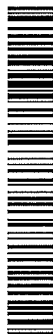
E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

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2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

1. Any person or organization with whom you have a written contract that requires such a waiver.

H. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

All other terms and conditions of the Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2023

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 The Colleen Dyer Agency, Inc. 21142 Mack Avenue Grosse Pointe Woods, MI 48236	CONTACT NAME: Colleen Dyer	
	PHONE (A/C, No, Ext): 313-884-2695 FAX (A/C, No): 313-884-2685 E-MAIL ADDRESS: cdyer@binsmi.com	
INSURED Russell Landscaping Inc 25305 Little Mack St Clair Shores, MI 48080	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Farm Bureau Insurance of MI	21547
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BO-11070773	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BAP 3202177	06/11/2023	06/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-7236072	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	04/01/2023	04/01/2024	<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)

Additional Insured: 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 - 30 days.

CERTIFICATE HOLDER

CANCELLATION

City of Troy 500 W Big Beaver Road 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 <i>Colleen Dyer</i>

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