

**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

PAGE: 1 of 2

**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**  
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 contract 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

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
  - Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
  - In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
  - Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.



**CITY OF TROY  
BID PROPOSAL**

**ITB-COT 23-22  
PAGE 1 of 7**

The bidders shall propose 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 105AL (A): Snow/Ice Removal Services on Ice Amenity and Surrounding Areas**

Services shall be performed on resilient athletic flooring, sidewalks, and if necessary, the ice itself, in accordance with attached specifications.

ITEM DESCRIPTION	DEICING	PLOWING
105AL (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
105AL (A) (2) Icy to Slx (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Plus Material	\$ 125 /Hour
105AL (A) (3) Slx (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Plus Material	\$ 135 /Hour

105AL (A) (4) **ALL SERVICES** must include all related expenses such as operators, equipment, fuel, etc.

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

105AL (A) (5) 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  
Solid Ice 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 Powered 5' Clear Product and Spreader	1	\$ 85 /Hour Plus Material	\$265/hr. or with Material
	Utility Vehicle with 5' Snow Plow and Powered 5' Clear Product and Spreader	1	\$ 85 /Hour Plus Material	\$265/hr. or with Material
	Utility Tractor Mounted Snow Blower	0	\$ /Hour 0	
	Walk-Behind Snow Blower	10	\$ 65 /Hour	
	Tractor (w/ Attach) Snow Blower and Operator	10	\$ 65 /Hour	
	Walk-Behind Drop Spreader including Powered 5' Clear Product and Operator	3	\$ 65 /Hour	\$209/hr. or with Material
	Powered 5' Clear Product: Rock Salt Sodium Chloride	Specify Proposed Product: <u>Iceinator</u> <u>Inhibited</u>	\$ 150lb Bag 12 Plus Labor	\$34/Per Bag or Includes Labor and Material
ESTIMATED GRAND TOTAL - PROPOSAL		26	\$ 462	

\*The City will not pay 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 Landscaping Inc.

# CHASE/SERVICE CONTRACT

PAGE: 1 of 1

**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**  
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

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
  - Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
  - In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
  - Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

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

  
Emily 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 48063 – 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

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 Amentiy**

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)
<b>Sidewalks:</b>							
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	

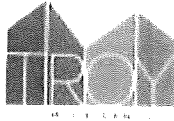
Attest:

(\*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



**CITY OF TROY  
BID PROPOSAL**

**ITB-COT 23-22  
PAGE 1 of 7**

The undersigned proposes 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.

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

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

DESCRIPTION	DEICING	PLOWING
Up to 1/2" (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
Up to 3/4" (3) inches to 1 1/2" (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Ans Material	\$ 125 /Hour
Up to 1 1/2" (3) inches to 2 1/2" (6) inches. Includes sodium chloride free blended deicing. Absolutely No Rock Salt or sodium chloride mixed products.	\$ 100 /Hour Ans Material	\$ 135 /Hour

SNOW/ICE REMOVAL SERVICES must include all related expenses such as operators, equipment, fuel, maintenance, overtime, etc.)

The City will pay no premium for overtime or holidays. The City will not guarantee a minimum number of hours. Payment to contractor will be paid only for services rendered as specified, at the prices quoted.

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  
 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 Snow Blower with Operator	10	\$ 65 /Hour
	Walk-Behind Drop Spreader including Blended Discer Product and Operator	3	\$ 65 /Hour
	Product: Rock Salt	Specify Proposed Product: <b>ICinator</b>	\$ /50lb Bag 12
	Product: Sodium Chloride	<b>Inhibited</b>	Plus Labor
			\$
		20	462

\*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 not pay a premium for overtime or holidays. The City will not guarantee a minimum number of hours per contract. The contract will be paid only for services rendered as specified at the prices stated.  
 The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of hours per contract. The contract will be paid only for services rendered as specified at the prices stated.  
 The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of hours per contract. The contract will be paid only for services rendered as specified at the prices stated.

Russell Landscaping Inc.

to be used for  
the City of Troy  
the City of Troy

**2.02.005AL (B) Snow Removal Services for the Yard Assistance Program**

Contractor 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.

Detailed Description (Required)	Price for Snow Removal per Each Service Call	Price for Salting per Each Service Call
Snow removal and salting at residence of 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.)

**3.01.001 OTHER:**

The above prices 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 weather.

The City of Troy estimates that there will be Six (6) call outs per year even though the number is approximate and may be more or less.

**4.01.001 INFORMATION:**

For more information or questions about:

Call: **Allyson Beach, Recreation Supervisor @ (248) 624-3483** between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Call: **Cindy Stewart, Community Affairs Director** between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday @ (248) 624-1147.

**5.01.001 JOANNE M. STINE COMMUNITY PARK PAVILION AND ICE-SKATING RINK RENOVATION:**

The City of Troy is responding to Proposal A and is required to attend to discuss site layout, specifications, and 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 201 Brockton Hwy, MI 48065 - Room 202. If a bidder does not attend the pre-bid

meeting, the bidder will be considered non-responsive and no longer eligible for award.

✓ **Bidder must attend the Mandatory Pre-Bid meeting**

**Bidder must attend the Mandatory Pre-Bid meeting**

**6.01.001 PREPAYMENTS:**

The City of Troy does not require a down payment or prepayment of any kind prior to work completion and any bid that includes such a requirement with specifications will not be considered for award.

The City of Troy will not pay any invoice until the work has been completed satisfactorily before any invoice will be paid.

**7.01.001 EQUIPMENT:**

The City of Troy reserves the right to make a site visit to inspect the equipment and reject the bid if the equipment is deemed inadequate for the work. Please provide the manufacturer, year and model of the equipment to be used in the Method Questionnaire.

Russell Landscapes Inc.

City of Troy  
300 Montgomery Avenue  
Troy, Michigan 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) if the bid of the local vendor is within 5% of the lowest responsive and responsible non-local bid, and to give the local vendor one 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 or Proposal B. In the event the Primary Contractor is unable to provide the services as specified in the contract, 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 record, and a 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 bid which has minor deviations from specifications, 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 is selected by the Troy City Council, a purchase order issued from the City of Troy will be the contract between the parties and permit the successful bidder(s) to perform the contract in accordance with the specifications. 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 official. If the successful bidder is the low qualified bidder, it will be understood that this list of subcontractors is not final until approved by the Troy City Council.

**Legal Status of Bidder:**

The successful bidder must sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding the bidder's status as a "Woman Owned or Woman Owned and Controlled 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. If the City of Troy terminates this contract in part, the charges payable under the contract shall be reduced to reflect those services that are cancelled.

Russell Landscaping Inc.

City of Detroit  
Department of Public Works  
Office of the City Engineer

**INSURANCE**

All insurance policies 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 business days of the electronic request after the bid award. The Insurance Certificate and Endorsement may be submitted to the City Engineer's Office at (248) 319-7608, and is the only bid document accepted in this format.

The Contractor, its 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 companies shall be licensed and admitted to business in the State of Michigan and shall be licensed to do business in the State of Michigan. The requirements 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 carry the specified limits but can obtain the additional insurance coverage of \_\_\_\_\_ at the cost of \$\_\_\_\_\_.

Please note the amendments to a sample Insurance certificate and attach it to your bid.

I will carry the specified limits of \$\_\_\_\_\_ if we lower the requirement to \_\_\_\_\_.

I will carry the specified limits of \$\_\_\_\_\_ if we lower the requirement to \_\_\_\_\_.

The Contractor shall submit an ACOG Form showing present coverage as well as the required coverage. The ACOG Form shall be submitted as a separate document at the time of submission of the proposal to the City Engineer's Office.

The Contractor shall verify the accuracy of any bid to contact their insurance carrier to verify that the insurance carried meets the specifications. Any specifications may result in this proposal being completed incorrectly.

The Contractor shall not be exempt from Worker's Compensation requirements or other applicable laws. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Michigan in accordance with all applicable statutes of the State of Michigan and the City of Detroit.

**OPTIONAL COVERAGE**

The Contractor may elect to purchase additional coverage that may be required for specified projects. The Contractor shall submit a separate bid for this coverage prior to bid submission.

The Contractor shall purchase **EMPLOYER'S LIABILITY INSURANCE**, including Employers' Liability Coverage, in accordance with all applicable laws of the State of Michigan.

The Contractor shall purchase **GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 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 Pollution Coverage; (E) Deletion of all Explosion, Collapse and Riot Coverage.

The Contractor shall purchase **COMPREHENSIVE AUTOMOBILE COVERAGE**, with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include Bodily Injury, and Property Damage Coverage and shall include coverage for all owned, hired and non-owned vehicles.

Russell Landscaping Inc

*Journal of Interpersonal Violence* 26(10) 1978–1997  
© The Author(s) 2011  
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General Liability and Automobile Liability as described in the attached SAMPLE shall include an additional insured. The next stated the following shall be **Additional Insureds**: The City of Troy including its officers, all employees and volunteers, all boards, commissions, and/or authorities and its independent employees and volunteers thereof. It is understood and agreed by naming the City of Troy as an 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.

1. The undersigned, on the inside of the envelope, shall include an endorsement stating that it is understood and agreed that Thirty (30) days' non-judicial notice of premium Advance Written Notice of Cancellation, Non-Renewal, or Non-Payment shall be mailed to:

of the  
 including the major  
 following  
 1990

## COVERAGE

1. The undersigned hereby agrees to provide the City of Troy with the following information at the time that the contracts are returned by him/her for execution, and to provide the required endorsements. In lieu of required endorsements, if applicable, the undersigned hereby agrees to provide for additional insured and cancellation notice which shall be provided to the City of Troy. The undersigned hereby agrees that all policies mentioned above shall be furnished, if so requested.

10. If the Agreement is renewed during the term of this contract, the Contractor shall deliver renewal notices to the City of Troy at least ten (10) days prior to the expiration date.

As an alternative, the recommended bidder may submit a letter from the insurance agent or carrier that the insurance policy is in fact in force. As an alternative, the recommended bidder may submit the certificate of insurance from the insurance agent or carrier. ***The City must receive this letter or certificate of insurance by the time the bid is opened.*** ***If the electronic notification has been delivered to the recommended bidder and the contractor is considered non-responsive and the bid un-awarded, This process will occur***

### 1941-1945: DEPRESSION

The City's Purchasing Manager will review the insurance certificate and determine if the certificate has been received and show (6) business additional days to complete the insurance certificate(s) in accordance with specifications. The City will not pay AND retain any bid surety for failure to comply. The company will be in default and will be barred from doing business with the City of Troy for a minimum of 1 year if the company fails to comply.

Russell Landscaping Inc.

**SIGNATURE PAGE**

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

The successful bidder has the option to renew for two (2) additional seasons, if within 90 days of contract termination the bidder agrees to its renewal under the same prices, terms, and conditions. The renewal is subject to a request by City staff to determine a successful bidder's interest in renewal and City Council approval. A request by City staff to determine a successful bidder's interest in renewal does not in any way obligate the City. The option cannot be exercised without Troy City Council approval. An award shall be issued.

PROPOSER COMPANY REPRESENTATIVE:

38-2877-380

Russell Land Services Inc.

1955 Bellingham

CITY Troy

ST MI ZIP 48063

313-600-4003

FAX NUMBER ( )

NAME Brett Russell

566 343-8253 ex/office

(Print)

PROPOSER COMPANY REPRESENTATIVE:

30

EMAIL

brett@russellcompanies.com

Proposer must describe in detail from the City specifications and this proposal must be stated below any and all items, description(s), or substitution(s) are an integral part of this bid proposal offer.

Proposer must submit a bid award - "One Lot Pricing" not to be broken up by proposal.

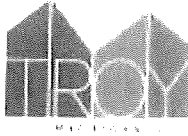
Brett Russell

I hereby certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid information was obtained directly from the City's Purchasing Department or MITN [www.bidnetdirect.com/city-of-troy-mi](http://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, the bidder(s) to supply a Financial Report from an impartial source to the Board of Directors.

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



### VENDOR QUESTIONNAIRE

1. Please provide the following information and submit with your bid proposal.

Company Name: Russell Landscaping Inc.

2. Please provide the following information:

- ☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Joint Venture  
☐ Other: \_\_\_\_\_

ESTABLISHED WHEN: 1989  
(Year)

3. Please provide the following information:

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

4. If a color 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?

When: \_\_\_\_\_ ( ) No

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

\_\_\_\_\_

No

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

Address	Contact Name	Phone Number	E-Mail	
Clean Earth	515 Lytle	Allen Jones	313-220-4204	ajones@DHisco.com
Arco Companies	24643 Howell	Tom F	541-756-2000	Tom.Davis@arcom.com
New Mark	9333 Middlebelt	Jennifer	248-496-9747	Jennifer@btkh.com

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

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

Company who would be assigned to the City's account.

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

Under 26,001 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:

City's day phone number and contact person and a 24-hour phone number and project manager.

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

Within 2 hours after a request for service.

Russell Landscaping Inc.



City 1955 Bellingham  
County 0

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

Kubota UTV 1100 With Plow/Sitter  
(2) 2007 Suzuki Quads with Plow  
Walker Model T With Rotary Broom  
2023 Ford F250 With Plow and Sitter (Bogert Plow)  
2019 Ford F250 With Tailgate Sitter  
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 Competing Representative



1955 Bellingham  
Tracy, ME

313-600-4883

Brett Russell  
10-19-23

Russell Landscaping Inc.



Bidder

in the appropriate form and strike out the other two:

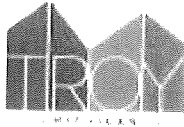
I am duly qualified and doing business under the laws of the State of ME for whom  
Russell Leathers, Inc. is acting as agent. I am of V.P. whose  
proposal is hereby authorized to execute contracts.

  
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.

City of Troy

The party making the foregoing proposal or bid.

I, the undersigned, do hereby certify that said bidder has not colluded, conspired, connived, or  
conducted any business 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  
said bid, and that all statements contained in said proposal or bid are true.

Notary Public

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







Proposer's Sworn  
(To be p

Notarized Familial Disclosure  
dtd by the Proposer)

I, the undersigned, authorized  
agent to the Familial disclosure  
and warrant, except as  
Landscaping INC.  
any other person

of Brett Russell (The  
requirement provided in the Request for Proposal,  
below, that no familial relationships exist  
Russell  
and any member of the City of Troy City

Relationships:

BIDDER:

By Brett Russell - V.P.

is. \_\_\_\_\_

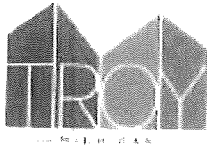
1/1/21

1/1/21

Macomb

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





CITY OF TROY

PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

Russell Landscaping Inc.

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

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

and I hereby acknowledge that I am giving up any and all claims against the City and to hold  
the City harmless from any and all claims that I may sustain during the course or as a result of this

City of Troy, in writing prior to hiring any person(s), full time or part time, to assist in this  
contract. This release is valid prior to any person beginning work or assisting in the  
contract. I acknowledge I am subject to the Workers' Disability Compensation Act.

10-19-23

Brett Russell

10/19/23

Dynner



## TECHNICAL DATA

## ICINATOR Inhibited

### Product Line Summary

#### PRODUCT CHARACTERISTICS

ICinator Inhibited is comprised of pure sodium chlorate 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 1/4" size to enable a uniform melting rate when applied. 100% of the granule is effective to melt down to -22°.

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 insolubles or sandy residue. Its unique structure and composition prevents the product from breaking apart prior to melting every granule contains our proprietary corrosion inhibitor.

#### TYPICAL ANALYSIS

##### Physical Properties

Property	Value
Color	None
Dust Density (palletized)	95.5
Moisture	51.4
Chemical Properties	
Limit	Typical
Calcium Magnesium Chloride as CaCl <sub>2</sub> %	3.0
Corrosion Inhibitor %	0.5 - 0.7%

#### APPLICATIONS

ICinator Inhibited can be used in any application that requires fast 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, 1000lb super sacks or 50lb bags.

#### PRODUCT SAFETY INFORMATION

As with any chemical, ICinator Inhibited requires care in handling. Anyone responsible for the procurement, use or disposal 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 Technical Service Group.



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 48063 – 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

**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.

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

COMPANY NAME 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 48064

**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](http://www.bidnetdirect.com/city-of-troy-mi) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

### NOTE:

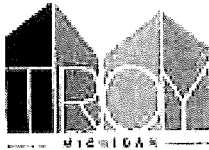
The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

### 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)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other \_\_\_\_\_

ESTABLISHED WHEN: \_\_\_\_\_  
(Year)

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: \_\_\_\_\_ (X) 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@troyMI.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:

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PROPOSAL B:

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

---

ATV with plows

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---

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:  
Company:

Address:

Phone Number:

Representative's Name:

Date:

  
Brantley Development LLC

2648 Bayhan

Inkster, Michigan 48141

810-610-0427

Stanley Brantley

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)

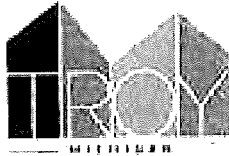
Stanley Brantley

Name and title of authorized representative (Please Print)

Stanley Brantley  
Signature of authorized representative

10/30/23  
Date

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



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

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

<b>Vendor</b>	
Legal Name	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:

  
Stanley Brantley

Printed Name of Vendor's Authorized Agent:

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.

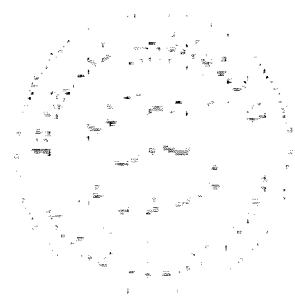
Stanley Brantley  
SIGNATURE OF PERSON SUBMITTING BID

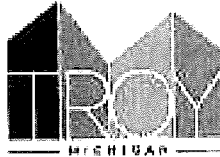
Bernard Jackson II  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 30<sup>th</sup> day of OCTOBER, 2023 in and for  
WAYNE County.

My commission expires:  
MARCH 7, 2029

BERNARD JACKSON II  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES MAR 7, 2029  
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

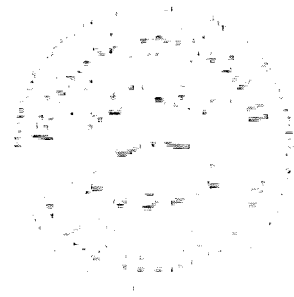
) ss.

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 30<sup>th</sup> 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

  
Contractor/Vendor representative signature/date

Witness

City of Troy representative signature/date

Witness

(Please complete and return at time of proposal submittal)





## CITY OF TROY

### SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, Stanley Brantley, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (\_\_\_\_\_).

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

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Stanley Brantley 10/30/23  
Signature Date

Stanley Brantley

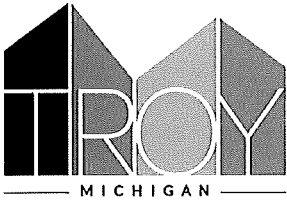
Print

**Witness (other than relative)**

Signature

Date

Print



500 West Big Beaver  
Troy, MI 48084  
troymt.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 administering 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 administering 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](http://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.

Opening Date: 11/02/2023  
Reviewed Date: 11/02/2023

BID TABULATION  
SNOW REMOVAL SERVICES  
CITY OF TROY

ITB-COT 23-22  
Page 1 of 1

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 Amentiy**

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)
<b>Sidewalks:</b>							
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:

Low Bidders Meeting Specifications

(\*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



E...NDEV-01

LFRITCH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2023

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).

<b>PRODUCER</b> Professional Underwriters, Inc. 39475 13 Mile Road, Suite 106 Novi, MI 48377	<b>CONTACT NAME:</b> Leah R. Fritch		
	<b>PHONE (A/C, No, Ext):</b> (248) 553-8300 104	<b>FAX (A/C, No):</b> (248) 553-8305	
	<b>E-MAIL ADDRESS:</b> lfritch@profunderwriters.com		
<b>INSURED</b>  Brantley Development LLC 2648 Bayhan Street Inkster, MI 48141	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Continental Casualty Company		20443
	<b>INSURER B :</b> Accident Fund		10166
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
		<b>INSURER F :</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		7013409473	10/8/2023	10/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		454-545-1A	6/29/2023	6/29/2024	<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: See Attached Endorsement, Primary &amp; Non-contributory See attached endorsement 30 day cancellation, 10 days non-payment per policy provisions

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

**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."

30020007370134094735499



- 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.



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@fbinsmi.com
INSURED Russell Landscaping Inc 25305 Little Mack St Clair Shores, MI 48080	INSURER(S) AFFORDING COVERAGE INSURER A: Farm Bureau Insurance of MI INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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	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	WCC-3275728	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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