

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

Resolution #2025-03-031-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract for Fertilizer/Herbicide Application Services to the low bidder meeting specifications; **Green World of Troy, MI**, for an estimated annual cost of **\$25,165.80**, at unit prices contained in the bid tabulation, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract **expiring December 31, 2027**; not to exceed budgetary limitations.

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

# PURCHASE ORDER

No. 2025-00001199  
DATE: 04/03/2025  
PAGE: 1 of 1  
FOB DESTINATION

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

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

VENDOR NO. 178571

Vendor  
GREEN WORLD  
1401 SOUTER DR  
TROY, MI 48083

## CHANGE ORDER

EXPIRATION DATE  
12/31/2025  
COUNCIL RESOLUTION  
2025-03-031-J-4c

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2	Each	Proposal A - Spring/Fall Applications	5,412.0000	\$10,824.00
1	Each	Proposal B - Athletic Fields Early Spring Application	4,050.9000	\$4,050.90
1	Each	Proposal B - Athletic Fields Spring Application	3,858.0000	\$3,858.00
1	Each	Proposal B - Athletic Fields Summer Application	4,050.9000	\$4,050.90
1	Each	Proposal B - Athletic Fields Fall Application	3,858.0000	\$3,858.00
1	Each	Proposal A Year 2025	0.0000	\$0.00
		-- Spring / Fall Liquid Weed Feed Application \$60.00/Acre		
1	Each	Proposal B Year 2025	0.0000	\$0.00
		-- EARLY SPRING / SUMMER Application Fertilizer and Pre-Emergent \$63.00/Acre -- SPRING / FALL Application Liquid Weed and Feed \$60.00/Acre		



Entered By: Nellie Bert

\$26,641.80

### Special Instructions:

CITY COUNCIL AWARD DATE: 3-10-2025. Contract to provide Fertilizer/Herbicide Application Services in accordance with the specifications and pricing of ITB-COT 25-05. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion. This is YEAR ONE (1) of a Three (3) Year Contract.

### TERMS & CONDITIONS

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

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

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

*Nellie Bert*

Opening Date: 02/20/2025  
Date Reviewed: 02/20/2025

CITY OF TROY  
BID TABULATION  
FERTILIZER/HERBICIDE APPLICATION SERVICES

ITB-COT 25-05  
PAGE 1 OF 2

VENDOR NAME:	Green World	Green Meadows Lawnscape, Inc.
CITY:	Troy, MI	Rochester Hills, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00
CHECK #:	519262344	39917851

Proposal: THREE-YEAR REQUIREMENTS OF FERTILIZER / HERBICIDE APPLICATION SERVICES								
Proposals		Description	Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application		
			2025	2026	2027	2025	2026	2027
A	90.2 acres	Spring Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
		Fall Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
Estimated 3 Year Total - Proposal A:			\$32,472.00			\$51,414.00		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$63.00	\$63.00	\$63.00	\$118.00	\$118.00	\$118.00
		Spring Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
		Summer Application Fertilizer and Grub Control	\$63.00	\$63.00	\$63.00	\$118.00	\$118.00	\$118.00
		Fall Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
Estimated 3 Year Total - Proposal B:			\$43,025.40			\$74,507.40		
Estimated Annual Total Proposal A & B:			\$25,165.80	\$25,165.80	\$25,165.80	\$41,973.80	\$41,973.80	\$41,973.80
Est. Grand Total 3 Year Proposal A & B:			\$75,497.40			\$125,921.40		
Site Inspection:		Y/N	N			Y		
Contact Information:		Hours of Operation:	8am - 5pm			7:30am - 6:30pm		
		24 Hr. Phone No.:	248-922-9712			586-855-3769		
Pesticide Application License #:			C007060710			630375		
References:		Y/N	Y			Y		
Can meet Completion Schedule:		Y/N	Y			Y		
Insurance Met:		Y/N	Y			Y		
Proposed Herbicide Information:		Y/N	Y			Y		
SDS Sheet/Sample of Labels:		Y/N	Y			Y		
Payment Terms:			Net 60			Net 30		
Warranty:			Upon Request			N/A		
Acknowledgement:		Y/N	Y			Y		
Exceptions:		Y/N	None			None		
Bidder Questionnaire completed:		Y/N	Y			Y		
Forms:		Y/N	Y			Y		

ATTEST:  
(\*Bid Opening conducted via a Zoom Meeting)  
Dennis Trantham  
Andrew Chambliss  
Nellie Bert  
Dina Gates

**Low Bidder Meeting Specifications**

Emily Frontera  
Purchasing Manager

CITY OF TROY  
BID TABULATION

ITB-COT 25-05  
PAGE 2 OF 2

FERTILIZER/HERBICIDE APPLICATION SERVICES

VENDOR NAME:	TruGreen	Green Acres Fertilizer Co. LLC
CITY:	Rochester Hills, MI	Ypsilanti, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00
CHECK #:	723122934	300309

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

Proposals		Description	Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application		
			2025	2026	2027	2025	2026	2027
A	90.2 acres	Spring Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
		Fall Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
Estimated 3 Year Total - Proposal A:			\$56,826.00			\$68,732.40		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$105.00	\$105.00	\$105.00	\$155.00	\$155.00	\$155.00
		Spring Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
		Summer Application Fertilizer and Grub Control	\$157.00	\$157.00	\$157.00	\$197.00	\$197.00	\$197.00
		Fall Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
Estimated 3 Year Total - Proposal B:			\$82,552.80			\$105,989.40		
Estimated Annual Total Proposal A & B:			\$46,459.60	\$46,459.60	\$46,459.60	\$58,240.60	\$58,240.60	\$58,240.60
Est. Grand Total 3 Year Proposal A & B:			\$139,378.80			\$174,721.80		

Site Inspection:	Y/N	Y	N
<b>Contact Information:</b> Hours of Operation:		M-F 8-5 S 9-2	M-F 8am-4pm
24 Hr. Phone No.:		248-379-9005	734-320-3322
Pesticide Application License #:		630013	810063
References:	Y/N	Y	Y
Can meet Completion Schedule:	Y/N	Y	Y
Insurance Met:	Y/N	Y	Y
Proposed Herbicide Information:	Y/N	Y	Y
SDS Sheet/Sample of Labels:	Y/N	Y	Y
Payment Terms:		60 Net	30 Days
Warranty:		30 Days	Not Specified
Acknowledgement:	Y/N	Y	Y
Exceptions:	Y/N	In the event the City should request certified copies of insurance policies, bidder will require add'l time to provide.	None
Bidder Questionnaire completed:	Y/N	Y	Y
Forms:	Y/N	Y	Y





**CITY OF TROY  
BID PROPOSAL**

ITB-COT 25-05

Page 1 of 8

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

COMPANY NAME: Green World

Proposals		Description	Pricing	Pricing	Pricing
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application	Cost per acre per application	Cost per acre per application
			2025	2026	2027
A	90.2 acres	Spring Application Liquid Weed and Feed	\$ 60	\$ 60	\$ 60
		Fall Application Liquid Weed and Feed	\$ 60	\$ 60	\$ 60
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$ 63	\$ 63	\$ 63
		Spring Application Liquid Weed and Feed	\$ 60	\$ 60	\$ 60
		Summer Application Fertilizer and Grub Control	\$ 63	\$ 63	\$ 63
		Fall Application Liquid Weed and Feed	\$ 60	\$ 60	\$ 60

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

**UNIT PRICES:**

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

**ACREAGE:**

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

**INFORMATION:**

For general information or questions about the specifications, please contact **Dennis Trantham**, Deputy Facilities Director at 248-524-3503 or [Dennis.Trantham@troymi.gov](mailto:Dennis.Trantham@troymi.gov) between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and good faith estimates of the amount of work required. The City will not be penalized for requiring more or less than the stated quantities. The City will pay the quoted price for all work completed during the entire contract period if additional areas and or applications are required. The quantities stated will be used for award purposes only. The quantity of fertilizer/herbicide used will be in accordance with the specifications and meet all parameters of the specifications.

**APPLICATION SERVICES:**

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

**SITE INSPECTION:**

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any omissions in his/her bid proposal. Contact **Dennis Trantham**, Deputy Facilities Director at **(248) 524-3503** to arrange a site visit at the various locations or request additional information between the hours of 8:00 am-4:00 pm, Monday through Friday.

- ( ) Our company visited the sites on \_\_\_\_\_.
- (X) Our company did not visit the sites.

**BIDDER'S GENERAL QUESTIONNAIRE:**

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

**AWARD:**

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

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

**CONTACT INFORMATION:**

Hours of operation: 8am-5pm 24 Hr. Contact Phone No. 248-922-9712

**LICENSE:**

State of Michigan Business Pesticide Application License #: C007060710

**LOCAL PREFERENCE:**

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

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

**CONTRACT FORMS:**

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

COMPANY NAME: Green World



**PUBLIC ACT 57:**

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

**REFERENCES:**

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

*\* See Attached Sheet.*

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**CONTRACT TERMINATION:**

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

**TERMINATION FOR CONVENIENCE:**

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

**INVOICES:**

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

**COMPLETION SCHEDULE:**

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

COMPANY NAME: Green World

Areas are to be treated with:

**Proposal A:**

**Spring and Fall Application of Fertilizer and Weed Control**

Spring (early May)

Liquid Weed and Feed

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

Fall (early September)

Liquid Weed and Feed

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

**Proposal B:**

**Spring and Fall Application of Fertilizer and Weed Control**

Early Spring (early April)

Fertilizer with pre-emergent for crab grass control

$\frac{3}{4}$  lb. nitrogen per 1,000 square feet 30% slow release

19-0-6.10 Dimension or comparable

Spring (early May)

Liquid Weed and Feed

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

Summer (July)

Fertilizer with merit for grub control

(24-0-8.2 Merit) or comparable

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

Fall (early September)

Liquid Weed and Feed

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

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

(X)

Our company can meet the completion schedule

( )

Our company cannot meet the completion schedule but offers: \_\_\_\_\_

**SUBCONTRACTORS:**

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

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

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

COMPANY NAME: \_\_\_\_\_

Green World.



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

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

☐ We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.

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

☐ Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

COMPANY NAME: Green World.

Following information must be submitted with bid.

**Proposed Pre-emergent Herbicide(s)**

DIMENSION 0.15 Polyplus

☒ See attached

☒ SDS Sheet(s) attached to bid

☒ Sample of label(s) attached to bid

**Proposed Broadleaf Herbicide(s)**

THREE WAY Herbicide

TRIMEC 992

QUIN-WAY

☒ See attached

☒ SDS Sheet(s) attached to bid

☒ Sample of label(s) attached to bid

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

COMPANY NAME: \_\_\_\_\_

Green World



### SIGNATURE PAGE

**PRICES:** Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on the date of award, or April 1, 2025 whichever is later, and continue for three calendar years expiring December 31, 2027. The City of Troy may terminate this contract for convenience if in its best interest with written notice at least thirty (30) days in advance.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

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

TAX ID # 84-1788691

COMPANY Green World

ADDRESS 1401 Souter Dr CITY Troy STATE MI ZIP 48083

TELEPHONE NUMBER (248) 922-9712 FAX NUMBER ( ) \_\_\_\_\_

REPRESENTATIVE'S NAME Matthew Schneider  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

PAYMENT TERMS Net 60 WARRANTY Upon Request

E-MAIL mschneider@parkservices.com CHECK # \_\_\_\_\_

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

### ACKNOWLEDGEMENT:

I, Matthew, 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: \_\_\_\_\_

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

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

**U.S. FUNDS:** All prices quoted are to be in U.S. Currency.

**CITY OF TROY**  
**BIDDER'S GENERAL QUESTIONNAIRE**  
**FERTILIZER / HERBICIDE APPLICATION SERVICES**

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

- 1) Number of years experience in this type of work 30 years.
- 2) List three (3) references with whom you have contracted during the past three (3) years for this type of work. Include name of organization, address, contact person, telephone number and email address:  
See Attached in Packet.
- 3) State formal name and legal status of bidder, whether corporation, partnership or individual. A corporation bidder shall give the state in which incorporated; a partnership bidder shall give all the names of the partners.  
\_\_\_\_\_  
\_\_\_\_\_
- 4) List all equipment owned by your firm that would be used for this contract - include quantity, make, model number and year. (List attached and marked \_\_\_\_\_ for identification.)  
\_\_\_\_\_  
\_\_\_\_\_
- 5) List of Personnel of the firm who would be assigned to this account along with a list of their certifications.  
Eric Riley - Card in Packet.
- 6) Does your Company have a Pesticide Application License? YX or N\_\_\_ (If your Company does, please supply us with a copy of it and attach it to the bid proposal at the time of submission.)
- 7) Does your company propose to use subcontractors? If so, state their name and the work to be performed.  
NO.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

Address:

Phone Number:

Representative's Name:

Date:

WASH

Green World

1401 Souter Drive  
Troy, MI 48063

248-922-9712

Matthew Schneider

(print)  
2/14/25.



### VIII. QUALIFICATION QUESTIONNAIRE

All bidders must complete the following Questionnaire. This information may be presented on another page if desired.

1. Name of Company submitting a bid: *Green World*
2. Authorized Representative Name/Title: *David Parks, member*
3. Office Address: *1401 Souther, Troy, MI 48063*
4. Local Telephone/Fax Numbers: *248-589-0000* fx *248-589-6034*  
24-Hour/7-Day Emergency Telephone Number: *248-765-7844*  
E-mail address: *info@getgreenworld.com*  
Website: *www.getgreenworld.com*
5. State the legal status of the company submitting the bid. A corporation shall provide the state of incorporation, a partnership shall provide the names of all partners:  
*Single member LLC in the State of Michigan in good standing. David Parks - 2883 WILDER ROAD, Metamora, MI 48455*
6. Name of Owner, President, Managing Partner or CEO:  
*David Parks*
7. Give a brief summary of the history of the business:  
*Parent company has been in the green industry since 1985.*
8. How many full time employees? Part time?  
*40 fulltime 20 part time*
9. How long have you been in business of a similar nature for the services contemplated within this bid? *22 years*
10. List any licenses / professional certifications of the company or employees assigned to this contract that would be applicable to services contemplated within this bid.  
*Certified Pesticide Applicators licenses.*

11. How many years experience do you have in providing for the services contemplated within this bid? Please list the municipalities, when applicable: 22

City of Mount Clemens City of Troy.

Orion Township

City of Farmington Hills

12. How many clients does your company currently serve with the type of work described?

1,000

13. Has your company had a similar contract for services terminated for cause within the last three years? If yes, please explain.

NO.

14. Please provide information on your hiring practices, employee training and employee safety programs: we have a complete training and safety

coordinator that our employees engage with weekly

15. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract: we are very solid financially.

16. Do you have any current contracts for similar services in Sterling Heights? If yes, please list location(s): we are the previous contractor for this bid.

Questionnaire completed by:

Company Name: Green World

Print Name DAVID PARKES

Title member

Signature member

Date: 2/14/25

This form **must** be completed and returned with your bid.



## Legal Status of Bidder:

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

---

A **corporation** duly organized and doing business under the laws of the State of Michigan,  
for whom Matthew Schneider, bearing the office title of Director of Operations  
whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

<u>Green World</u>	<u>1401 South Drive</u>
<u></u>	<u>Troy, MI 48063</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

---

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

<u>Matthew Schneider</u>	<u></u>
--------------------------	---





## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

Green World

Name of Agency/Company/Firm (Please Print)

Matthew Schneider - Operations Manager

Name and title of authorized representative (Please Print)

MS

Signature of authorized representative

2/14/25

Date

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



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

The undersigned, the owner or authorized officer of \_\_\_\_\_ (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 \_\_\_\_\_ and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**

By: DAVID PARKS

Its: managing member

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Oakland )

This instrument was acknowledged before me on the 18 day of February, 2025, by

PARIS NABYI Paris.nabyi

PARIS NABYI  
Notary Public-State of Michigan  
County of Oakland  
My Comm. Exp. 12/27/2025  
Acting in the County of Oakland  
Date 02 / 18 / 2025

Paris.nabyi

CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

DAVID PARIS, being duly sworn deposed, says that he/she  
(Print Full Name)

is \_\_\_\_\_. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

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



SIGNATURE OF PERSON SUBMITTING BID

Paris Nabyi  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18 day of February, 2025  
in and for Oakland County.

My commission expires:

12-27-2025

PARIS NABYI  
Notary Public-State of Michigan  
County of Oakland  
My Comm. Exp. 12/27/2025  
Acting in the County of Oakland  
Date 02 / 18 / 2025

Paris Nabyi





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

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

Vendor	
Legal Name	Green World
Street Address	1401 Souter Drive
City	Troy
State, Zip	MI 48083
Corporate I.D. Number/State	
Taxpayer I.D. #	84-1788691

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

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

G:\ BidLanguage\_IranLinkedBusiness



**STATEMENT OF NO BID  
CITY OF TROY**

**BID NUMBER:** ITB-COT 25-05  
**TITLE:** FERTILIZER/HERBICIDE-APPLICATION

**Please Send or Fax To:**

City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

**FAX NUMBER:** (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY INFORMATION:**

COMPANY NAME: Green World  
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: [Signature]  
TITLE: Operations Manager  
COMPANY: Green World  
ADDRESS: 1401 Sauter Drive  
Troy, MI 48083  
FAX NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: 248-922-9712

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN Purchasing Group website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN Purchasing Group website after award. Please register to see results – [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi).



**2025 Fertilizer & Herbicide Application Services**  
**City Of Troy**



**Submitted By**  
**Greenworld**  
**1401 Souter Drive**  
**Troy, Michigan 480**

**PARKS**  
**SERVICES**  
**GREEN WORLD**

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**Parks Service  
Greenworld**

February 19<sup>th</sup>, 2024

Andrew Chambliss  
Buyer  
City of Troy  
500 W Big Beaver Road  
Troy, Michigan 48084

Dear Andrew,

I am pleased to submit our bid for the fertilizer/herbicide supply contract as outlined in the enclosed business packet. The city of Troy specializes in providing high-quality fertilizers tailored to enhance soil health and maximize agricultural productivity. Our products are formulated to meet the specific needs of your operations while ensuring cost efficiency and environmental sustainability.

In this packet, you will find detailed information about our company's background, and the range of fertilizer products we offer. Additionally, our commitment to quality, customer satisfaction, and competitive pricing sets us apart in the industry.

We welcome the opportunity to discuss our proposal further and answer any questions you may have. Please feel free to reach out to me at your earliest convenience to schedule a meeting.

Thank you for your time and consideration. We look forward to the possibility of serving your fertilizer needs.

Best regards,

Matthew Schneider  
Operations Manager  
Parks Services/Greenworld  
[Mschneider@parksservices.com](mailto:Mschneider@parksservices.com)  
313-550-1417



**1401 Souter Drive  
Troy, Michigan 48083  
248-922-9712**



LANDSCAPE CONTRACTORS • HORTICULTURAL SERVICES • SNOW & ICE MANAGEMENT

**CLIENT REFERENCE LIST 2025**

Client: **Silverside Management**  
Contact: Matt Schlinder  
Address: 32500 W 8 Mile  
Farmington Hills , MI  
[Matt@silversidemgmt.com](mailto:Matt@silversidemgmt.com)

Properties: 40 Various locations

Client: **American Axle**  
Contact: Tony Comperchio  
Address: 1 Dauch Drive  
Detroit, MI  
Email: [tony.comperchio@aam.com](mailto:tony.comperchio@aam.com)

Facilities: HQ & Various Plants

Client: **City of Sterling Heights**  
Contact: Rick Waters  
Address: City of Sterling Heights  
40555 Utica Rd. Sterling Hts.  
Email: [rwaters@sterling-heights.net](mailto:rwaters@sterling-heights.net)  
Phone#: (248) 446-2489

Properties: Various Municipal Properties

# GREEN WORLD INC

LANDSCAPE CONTRACTORS - FERTILIZATION SERVICES - SNOW & ICE MANAGEMENT

## TRUCKS PLOW SALTER TRAILER

2000 E-350 box van			
2001 E-350 box v			
2001 E-350 box van			
2000 F-250	8'		16L
2000 F-450		3	
2001 F-250	8'		16L
2003 Sterling		13	
2005 F-350	8'		20L
2005 F-250	8'		16L
2006 F-650	8.5'	8	24C
2006 F-350	8.5'		20L
2006 F-350	8.5'		
2007 F-250	8.5'		16L
2007 F-250	8.5'		16L
2008 F-550	9'		
2011 F-350		3	
2012 F-150			
2012 Ford Escape			
2016 F-350	9'		
2017 F-350		3	
2017 F-550	8.5'	6	16C
2017 F-150			
2017 F-150			
2018 F-250	8'		14F
2018 F-250	8'		14L
2019 F-250	8'		14F
2018 F-250	8'		14L
2020 F-250	8'		14L
2021 F-250	8'		14L
2022 F-250	8'		14L
2022 F-250	8'		14F
2023 F-250	8'		14L
2023 F-250	8'		14F
2023 F-250	8'		14L

## LOADERS/ SKID STEERS

CAT IT28 LOADER  
 CAT 906 LOADER  
 CAT 257 TRACK SKID STEER  
 CAT 252 RUBBER TIRE SKID STEER  
 KUBOTA ATV W/ PLOW / SPREADER  
 KUBOTA ATV W/ PLOW / SPREADER  
 Ditch Witch Mini SK3000  
 Kubota M4 Utility Tractor

## FERTILIZATION EQUIPMENT

4 - Z SPRAY MAX  
 5 - SPRAY TANKS 400 GALLON  
 9 - BACKPACK SPRAY 5 GALLON  
 6 - PUSH SPREADERS 100#  
 1 - TRUNK INJECTOR ARBORJET  
 1 - RYAN AERATOR

## LAWN MOWERS

18 - EXMARK 60" LAZER Z  
 8 - EXMARK 48" TURF TRACER  
 3 - EXMARK 52" TURF TRACER  
 2 - EXMARK 32" TURF TRACER  
 5 - TORO 21" PUSH MOWER

## LANDSCAPE MAINTENANCE

30 - ECHO WEED WHIPS  
 16 - ECHO SIDEWALK EDGERS  
 30 - RED MAX BACKPACK BLOWERS  
 16 - RED MAX HEDGE SHEARS  
 3 - EXTENSION POLE PRUNERS

## LANDSCAPE CONSTRUCTION

4 - STIHL HAND BLOWERS  
 4 - STIHL CHAIN SAWS 16"-32"  
 2 - HUSQVARNA BRICK SAWS  
 2 - HONDA COOMPACTORS  
 2 - ECHO BED EDGERS  
 2 - MANTIS ROTOTILLER  
 1 ECHO EXTENDED POLE SAW

## SNOW EQUIPMENT

## SIDEWALK EQUIPMENT

4 - HONDA RANCHER 250 4X4 QUADS W/PLOW & SALTER  
 20 - TORO SNOWBLOWERS  
 1 - SELF PROPELLED POWER BROOM  
 16 - SIDEWALK SALT SPREADERS  
 30 - BACKPACK BLOWERS  
 30 - SIDEWALK SHOVELS

## SNOW PUSHERS

1 - 16' PRO-TECH SNOW PUSHER  
 4 - 14' PRO-TECH SNOW PUSHERS  
 1 - 12' PRO-TECH SNOW PUSHER  
 1 - 12' SALT DOG SNOW PUSHER  
 2 - 10' PRO-TECH SNOW PUSHERS  
 1 - 8' PRO-TECH SNOW PUSHERS  
 1 - 60" SNOW BROOM

## **2025 Fertilizer & Herbicide Application Services**

### **City Of Troy**



**Submitted By**

**Greenworld  
1401 Souter Drive  
Troy, Michigan 480**

**PARKS  
SERVICES**  
**GREEN WORLD**

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Michigan Department of Agriculture  
and Rural Development

P.O. Box 30017  
Lansing, Michigan 48909

**COMMERCIAL PESTICIDE APPLICATOR**

This certificate issued in accordance with Act 451,  
Public Acts of 1994, Part 83 as amended.

**ERIC T RILEY**

**Categories: 3A 3B 6**

**C007060710**  
Certification  
Number

**12/31/2027**  
Expires

1000000

2019-06-15  
07:00:00  
07:00:00  
07:00:00

#069143 PP





# LESCO® Dimension™ (0.07%, 0.10%, 0.125%, 0.15%, 0.19%, 0.21%) Plus Fertilizer

## Safety Data Sheet

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

Regulations Revision Date: 11/15/2019 Date of issue: 11/25/2013

Version: 1.0

## SECTION 1: IDENTIFICATION

### 1.1. Product Identifier

**Product Form:** Mixture

**Product Name:** LESCO® Dimension™ (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

**Product Code:** EPA Registration No.: 10404-84 (0.07%); 10404-85 (0.10%); 62719-483-10404 (0.125%), 10404-86 (0.15%); 10404-87 (0.21%); 62719-504-10404 (0.15%); 62719-488-10404 (0.19%); 62719-494-10404 (0.22%)

**Synonyms:** Dimension; Fertilizer with Herbicide

**Other means of identification:** LESCO® Professional Control Product Dimension™ (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) plus fertilizer; LESCO® Dimension™ (0.125%, 0.15%, 0.19%, 0.22%) Plus Turf and Ornamental Fertilizer; LESCO® Scenic Green Crabgrass Pre-Emergent + Lawn Fertilizer; LESCO® Dimension™ (0.21%) Plus Fertilizer; LESCO® Dimension™ Crabgrass Pre-Emergent Plus Fertilizer; Treeland Dimension™ 0.10% Plus Fertilizer; Best Greening Systems Crabgrass Pre-Emergent Plus Fertilizer

### 1.2. Intended Use of the Product

**Use of the substance/mixture:** Pesticide& Fertilizer

### 1.3. Name, Address, and Telephone of the Responsible Party

#### Company

LESCO, Inc.

1385 East 36th St

Cleveland, OH 44114

T 800-347-4272

### 1.4. Emergency Telephone Number

**Emergency Number** : 1-800-424-9300

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1. Classification of the Substance or Mixture

#### Classification (GHS-US)

Acute Tox. 4 (Oral)	H302
Skin Irrit. 2	H315
Eye Irrit. 2A	H319
Skin Sens. 1	H317
STOT SE 3	H335
Aquatic Acute 2	H401
Aquatic Chronic 3	H412

### 2.2. Label Elements

#### GHS-US Labeling

#### Hazard Pictograms (GHS-US)



GHS07

#### Signal Word (GHS-US)

: Warning

#### Hazard Statements (GHS-US)

: H302 - Harmful if swallowed  
 H315 - Causes skin irritation  
 H317 - May cause an allergic skin reaction  
 H319 - Causes serious eye irritation  
 H335 - May cause respiratory irritation  
 H401 - Toxic to aquatic life  
 H412 - Harmful to aquatic life with long lasting effects

#### Precautionary Statements (GHS-US)

: P261 - Avoid breathing dust/fume/gas/mist/vapors/spray  
 P264 - Wash exposed areas thoroughly after handling  
 P270 - Do not eat, drink or smoke when using this product  
 P271 - Use only outdoors or in a well-ventilated area



# LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

## Safety Data Sheet

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

P272 - Contaminated work clothing should not be allowed out of the workplace  
P273 - Avoid release to the environment  
P280 - Wear protective gloves/protective clothing/eye protection/face protection  
P301+P312 - IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell  
P302+P352 - IF ON SKIN: Wash with plenty of soap and water  
P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing  
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
P312 - Call a POISON CENTER/doctor/physician if you feel unwell  
P321 - Specific treatment (see ...)  
P330 - If swallowed, rinse mouth  
P332+P313 - If skin irritation occurs: Get medical advice/attention  
P333+P313 - If skin irritation or rash occurs: Get medical advice/attention  
P337+P313 - If eye irritation persists: Get medical advice/attention  
P362 - Take off contaminated clothing and wash before reuse  
P362+P364 - Take off contaminated clothing and wash it before reuse  
P403+P233 - Store in a well-ventilated place. Keep container tightly closed  
P405 - Store locked up  
P501 - Dispose of contents/container according to local, state, national and international regulations.

### 2.3. Other Hazards

**Other Hazards Not Contributing to the Classification:** No additional information available

### 2.4. Unknown Acute Toxicity (GHS-US)

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### 3.1. Substance

Not applicable

Full text of H-phrases: see section 16

### 3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Urea	(CAS No) 57-13-6	0.1 - 98	Not classified
Sulfuric acid, dipotassium salt	(CAS No) 7778-80-5	0.1 - 95	Not classified
Limestone	(CAS No) 1317-65-3	0.1 - 95	Not classified
Monoammonium phosphate	(CAS No) 7722-76-1	0.1 - 60	Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335
Urea, polymer with formaldehyde	(CAS No) 9011-05-6	0.1 - 60	Not classified
Diammonium phosphate	(CAS No) 7783-28-0	0.1 - 50	Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335 Aquatic Acute 3, H402
Bentonite	(CAS No) 1302-78-9	0.1 - 50	Not classified
Potassium chloride	(CAS No) 7447-40-7	0.1 - 20	Eye Irrit. 2B, H320
Ammonium sulfate	(CAS No) 7783-20-2	0.1 - 20	Aquatic Acute 2, H401
Ferrous sulfate	(CAS No) 7720-78-7	0.1 - 20	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Skin Sens. 1, H317 Aquatic Acute 1, H400
Manganese oxide (Mn3O4)	(CAS No) 1317-35-7	0.1 - 20	Not classified
Magnesium oxide(MgO)	(CAS No) 1309-48-4	0.1 - 20	Not classified
Potassium nitrate	(CAS No) 7757-79-1	0.1 - 20	Ox. Sol. 2. H272

# LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

## Safety Data Sheet

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

Name	Product identifier	%	Classification (GHS-US)
Iron oxide (Fe <sub>2</sub> O <sub>3</sub> )	(CAS No) 1309-37-1	0.1 - 10	Not classified
Magnesium sulfate	(CAS No) 7487-88-9	0.1 - 10	Skin Sens. 1, H317
Sulfate of Potash-Magnesia	(CAS No) 14977-37-8	0.1 - 10	Not classified
Saccharated iron oxide	(CAS No) 8047-67-4	0.1 - 10	Not classified
Carbonic acid, magnesium salt (1:1), mixture with magnesium hydroxide(Mg(OH) <sub>2</sub> ), hydrate	(CAS No) 39409-82-0	0.1 - 10	Not classified
Sulfur	(CAS No) 7704-34-9	0.1 - 5	Comb. Dust Skin Irrit. 2, H315 Eye Irrit. 2B, H320 Aquatic Acute 3, H402
Sodium chloride	(CAS No) 7647-14-5	0.1 - 5	Not classified
Manganese	(CAS No) 7439-96-5	0.1 - 5	Not classified
(S,S)-Dimethyl 2-(difluoromethyl)-4-(2-methyl propyl)-6-(trifluoromethyl)-3,5-Pyridine dicarbothioate	(CAS No) 97886-45-8	0.07 - 0.22	Not classified

Full text of H-phrases: see section 16

## SECTION 4: FIRST AID MEASURES

### 4.1. Description of First Aid Measures

**First-aid Measures General:** If medical advice is needed, have product container or label at hand. Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible). IF exposed or concerned: Get medical advice/attention.

**First-aid Measures After Inhalation:** If inhaled, remove to fresh air and keep at rest in a position comfortable for breathing. If you feel unwell, seek medical advice.

**First-aid Measures After Skin Contact:** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Wash skin thoroughly with mild soap and water. Wash contaminated clothing before reuse. Obtain medical attention if irritation develops or persists.

**First-aid Measures After Eye Contact:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation persists.

**First-aid Measures After Ingestion:** Rinse mouth. If swallowed, do not induce vomiting; seek medical advice immediately and show this container or label. Call a POISON CENTER/doctor/physician if you feel unwell.

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

**Symptoms/Injuries:** Harmful if swallowed. Eye irritation. Causes skin irritation. May cause an allergic reaction in sensitive individuals. May cause respiratory irritation.

**Symptoms/Injuries After Inhalation:** Irritating to the respiratory system and mucous membranes. May cause cancer by inhalation. May cause drowsiness or dizziness.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. May cause an allergic skin reaction.

**Symptoms/Injuries After Eye Contact:** Causes serious eye irritation.

**Symptoms/Injuries After Ingestion:** Harmful if swallowed. Swallowing a small quantity of this material will result in serious health hazard.

**Chronic Symptoms:** May cause cancer.

### 4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### 5.1. Extinguishing Media

**Suitable Extinguishing Media:** Alcohol foam, dry chemical, carbon dioxide, water spray, fog. Use extinguishing media appropriate for surrounding fire.

**Unsuitable Extinguishing Media:** Do not use water jet. Use of heavy stream of water may spread fire.

### 5.2. Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Not considered flammable but will burn at high temperatures. Decomposes above 132 °C (270 °F). Under conditions of fire this material may produce: Ammonia. Nitrogen oxides.

**Explosion Hazard:** May form explosive compounds if mixed with: Calcium hypochlorite. Sodium hypochlorite. Nitrates. Nitric acid. Perchloric acid. Product itself is not explosive, but if dust is generated, dust clouds suspended in air can be explosive.



# LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

## Safety Data Sheet

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

**Reactivity:** This product as shipped in the form of coarse granules should not contain sufficient dust to present an explosion hazard. Prevent dust accumulation (to minimize explosion hazard).

### 5.3. Advice for Firefighters

**Firefighting Instructions:** Not flammable. Exercise caution when fighting any chemical fire.

**Protection During Firefighting:** Firefighters must use full bunker gear including NIOSH-approved positive-pressure self-contained breathing apparatus to protect against potential hazardous combustion and decomposition products.

**Other information:** Do not allow run-off from firefighting to enter drains or water courses.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### 6.1. Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Handle in accordance with good industrial hygiene and safety practice. This material becomes slippery when wet. Avoid all eyes and skin contact and do not breathe vapor and mist. Do not allow product to spread into the environment.

#### 6.1.1. For Non-emergency Personnel

**Protective Equipment:** Wear suitable protective clothing, gloves and eye/face protection. Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** Collect as any solid. Ventilate area. Evacuate unnecessary personnel.

#### 6.1.2. For Emergency Responders

**Protective Equipment:** Wear suitable protective clothing, gloves and eye/face protection. Equip cleanup crew with proper protection. Use appropriate personal protection equipment (PPE).

**Emergency Procedures:** If possible, stop flow of product. Contain and collect as any solid. Evacuate unnecessary personnel. Ventilate area.

### 6.2. Environmental Precautions

Avoid release to the environment. Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

### 6.3. Methods and Material for Containment and Cleaning Up

**For Containment:** Contain and collect as any solid. Do not allow into drains or water courses or dispose of where ground or surface waters may be affected.

**Methods for Cleaning Up:** Recover the product by vacuuming, shoveling or sweeping. Avoid generation of dust during clean-up of spills. If spilled directly onto the ground, remove sufficient soil to ensure material is fully recovered. Material may be used if uncontaminated. Clear up spills immediately and dispose of waste safely.

### 6.4. Reference to Other Sections

See heading 8, Exposure Controls and Personal Protection.

## SECTION 7: HANDLING AND STORAGE

### 7.1. Precautions for Safe Handling

**Additional Hazards When Processed:** This material becomes slippery when wet.

**Precautions for Safe Handling:** Handle in accordance with good industrial hygiene and safety procedures. Wear recommended personal protective equipment. Avoid creating or spreading dust. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid breathing dust/fume/gas/mist/vapors/spray. Use only outdoors or in a well-ventilated area.

**Hygiene Measures:** Emergency eye wash fountains should be available in the immediate vicinity of any potential exposure. Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work. Wash hands and forearms thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product.

### 7.2. Conditions for Safe Storage, Including Any Incompatibilities

**Storage Conditions:** Store tightly closed in a dry, cool and well -ventilated place. Protect from moisture. Keep container closed when not in use.

**Incompatible Products:** Strong acids. Strong bases. Strong oxidizers.

**Prohibitions on mixed storage:** Store away from: Ammonium nitrate. Refer to Section 10 on Incompatible Materials.

**Special Rules on Packaging:** Corrosive to copper and its alloys.

### 7.3. Specific End Use(s)

Fertilizer.

## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1. Control Parameters

Iron oxide (Fe<sub>2</sub>O<sub>3</sub>) (1309-37-1)

USA ACGIH | ACGIH TWA (mg/m<sup>3</sup>)

5 mg/m<sup>3</sup>



# LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

## Safety Data Sheet

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

Partition coefficient: n-octanol/water : No data available

Viscosity : No data available

9.2. Other Information No additional information available

## SECTION 10: STABILITY AND REACTIVITY

10.1 **Reactivity:** This product as shipped in the form of coarse granules should not contain sufficient dust to present an explosion hazard. Prevent dust accumulation (to minimize explosion hazard).

10.2 **Chemical Stability:** Stable at standard temperature and pressure.

10.3 **Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.

10.4 **Conditions to Avoid:** Protect from moisture. Keep away from heat. Direct sunlight. Extremely high or low temperatures. Sparks, heat, open flame and other sources of ignition.

10.5 **Incompatible Materials:** Strong oxidizers. Strong bases.

10.6 **Hazardous Decomposition Products:** Under conditions of fire this material may produce: Nitrogen oxides. Ammonia. Carbon oxides (CO, CO<sub>2</sub>). Formaldehyde.

## SECTION 11: TOXICOLOGICAL INFORMATION

### 11.1. Information On Toxicological Effects

Acute Toxicity: Harmful if swallowed.

LESCO Dimension (0.07%, 0.10%, 0.15%- 0.21%) Plus Fertilizer	
LD50 Dermal Rat	mg/kg
Sulfuric acid, dipotassium salt (7778-80-5)	
LD50 Oral Rat	6600 mg/kg
Diammonium phosphate (7783-28-0)	
LD50 Oral Rat	6500 mg/kg
LD50 Dermal Rabbit	> 7950 mg/kg
Potassium chloride (7447-40-7)	
LD50 Oral Rat	2600 mg/kg
Monoammonium phosphate (7722-76-1)	
LD50 Oral Rat	5750 mg/kg
LD50 Dermal Rabbit	> 7940 mg/kg
Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	2000 mg/kg
Sulfur (7704-34-9)	
LD50 Oral Rat	> 3000 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
LC50 Inhalation Rat (mg/l)	> 9.23 mg/l/4h
Iron oxide (Fe <sub>2</sub> O <sub>3</sub> ) (1309-37-1)	
LD50 Oral Rat	> 10000 mg/kg
Ferrous sulfate (7720-78-7)	
LD50 Oral Rat	237 mg/kg
Sodium chloride (7647-14-5)	
LD50 Oral Rat	3 g/kg
LC50 Inhalation Rat (mg/l)	> 42 g/m <sup>3</sup> (Exposure time: 1 h)
Potassium nitrate (7757-79-1)	
LD50 Oral Rat	3015 mg/kg
Bentonite (1302-78-9)	
LD50 Oral Rat	> 5000 mg/kg
Manganese (7439-96-5)	
ATE (Oral)	9000.000 mg/kg body weight
Urea, polymer with formaldehyde (9011-05-6)	
LC50 Inhalation Rat (mg/l)	> 167 mg/m <sup>3</sup> (Exposure time: 4 h)
(S,S)-Dimethyl 2-(difluoromethyl)-4-(2-methyl propyl)-6-(trifluoromethyl)-3,5-pyridinedicarbothioate (97886-45-8)	
LC50 Inhalation Rat (mg/l)	> 6 g/m <sup>3</sup> (Exposure time: 4 h)



# LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

## Safety Data Sheet

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

<b>Urea (57-13-6)</b>	
<b>ATE (Oral)</b>	8471.000 mg/kg

**Skin Corrosion/Irritation:** Causes skin irritation.

**Serious Eye Damage/Irritation:** Causes serious eye irritation.

**Respiratory or Skin Sensitization:** May cause an allergic skin reaction.

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Not classified

<b>Iron oxide (Fe2O3) (1309-37-1)</b>	
<b>IARC group</b>	3
<b>Saccharated iron oxide (8047-67-4)</b>	
<b>IARC group</b>	3

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** May cause respiratory irritation.

**Specific Target Organ Toxicity (Repeated Exposure):** Not classified

**Aspiration Hazard:** Not classified

**Potential Adverse Human Health Effects and Symptoms:** Harmful if swallowed.

**Symptoms/Injuries After Inhalation:** Irritating to the respiratory system and mucous membranes. May cause cancer by inhalation. May cause drowsiness or dizziness.

**Symptoms/Injuries After Skin Contact:** Causes skin irritation. May cause an allergic skin reaction.

**Symptoms/Injuries After Eye Contact:** Causes serious eye irritation.

**Symptoms/Injuries After Ingestion:** Harmful if swallowed. Swallowing a small quantity of this material will result in serious health hazard.

**Chronic Symptoms:** May cause cancer.

## SECTION 12: ECOLOGICAL INFORMATION

### 12.1. Toxicity

**Ecology - General** : Harmful to aquatic life with long lasting effects.

<b>Sulfuric acid, dipotassium salt (7778-80-5)</b>	
<b>LC50 Fish 1</b>	653 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus)
<b>EC50 Daphnia 1</b>	890 mg/l (Exposure time: 48 h - Species: Daphnia magna)
<b>EC50 Other Aquatic Organisms 1</b>	2900 mg/l (Exposure time: 72 h - Species: Desmodesmus subspicatus)
<b>LC 50 Fish 2</b>	3550 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
<b>Diammonium phosphate (7783-28-0)</b>	
<b>LC50 Fish 1</b>	26.5 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss)
<b>LC 50 Fish 2</b>	24.8 - 29.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])
<b>Potassium chloride (7447-40-7)</b>	
<b>LC50 Fish 1</b>	1060 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
<b>EC50 Daphnia 1</b>	825 mg/l (Exposure time: 48 h - Species: Daphnia magna)
<b>EC50 Other Aquatic Organisms 1</b>	2500 mg/l (Exposure time: 72 h - Species: Desmodesmus subspicatus)
<b>LC 50 Fish 2</b>	750 - 1020 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
<b>EC50 Daphnia 2</b>	83 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
<b>Ammonium sulfate (7783-20-2)</b>	
<b>LC50 Fish 1</b>	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
<b>EC50 Daphnia 1</b>	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
<b>LC 50 Fish 2</b>	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])
<b>Sulfur (7704-34-9)</b>	
<b>LC50 Fish 1</b>	866 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
<b>LC 50 Fish 2</b>	14 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
<b>Ferrous sulfate (7720-78-7)</b>	
<b>LC50 Fish 1</b>	925 mg/l (Exposure time: 96 h - Species: Poecilia reticulata [static])
<b>EC50 Daphnia 1</b>	152 mg/l (Exposure time: 48 h - Species: Daphnia magna)
<b>LC 50 Fish 2</b>	0.56 mg/l (Exposure time: 96 h - Species: Cyprinus carpio [semi-static])
<b>EC50 Daphnia 2</b>	6.15 - 9.26 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])



# LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

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<b>Sodium chloride (7647-14-5)</b>	
LC50 Fish 1	5560 (5560 - 6080) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [flow-through])
EC50 Daphnia 1	1000 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	12946 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 2	340.7 (340.7 - 469.2) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
<b>Bentonite (1302-78-9)</b>	
LC50 Fish 1	19000 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
<b>Magnesium sulfate (7487-88-9)</b>	
LC50 Fish 1	2610 - 3080 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
EC50 Daphnia 1	266.4 - 417.3 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
EC50 Other Aquatic Organisms 1	2700 mg/l (Exposure time: 72 h - Species: Desmodesmus subspicatus)
<b>Urea (57-13-6)</b>	
LC50 Fish 1	16200 - 18300 mg/l (Exposure time: 96 h - Species: Poecilia reticulata)
EC50 Daphnia 1	3910 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])

### 12.2. Persistence and Degradability

<b>LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer</b>	
Persistence and Degradability	May cause long-term adverse effects in the environment. This product is water soluble and eventually biodegrades into elemental nitrogen. Excess nitrogen and nitrates in a body of water will contribute to eutrophication with visible effects such as toxic algae bloom. Not established.

### 12.3. Bioaccumulative Potential

<b>LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer</b>	
Bioaccumulative Potential	Not established.
<b>Diammonium phosphate (7783-28-0)</b>	
BCF fish 1	(no bioaccumulation expected)
<b>Monoammonium phosphate (7722-76-1)</b>	
BCF fish 1	(no bioaccumulation expected)
<b>Ammonium sulfate (7783-20-2)</b>	
Log Pow	-5.1 (at 25 °C)
<b>Sodium chloride (7647-14-5)</b>	
BCF fish 1	(no bioaccumulation)
<b>Urea (57-13-6)</b>	
BCF fish 1	< 10
Log Pow	-1.59 (at 25 °C)

**12.4. Mobility in Soil** No additional information available

### 12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

## SECTION 13: DISPOSAL CONSIDERATIONS

### 13.1. Waste treatment methods

**Waste Treatment Methods:** Pesticide: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, State or local procedures. Or call (1-800-CLEANUP) for disposal instructions. Never place unused product down any indoor or outdoor drain. Container: Do not reuse bag. Dispose of emptied bag(s) in a sanitary landfill approved for pesticide disposal, or by incineration.

**Additional Information:** Dispose of waste material in accordance with all local, regional, national, and international regulations.

**Ecology – Waste Materials:** This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

## SECTION 14: TRANSPORT INFORMATION

- 14.1 In Accordance with DOT** Not regulated for transport
- 14.2 In Accordance with IMDG** Not regulated for transport
- 14.3 In Accordance with IATA** Not regulated for transport



# LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer

## Safety Data Sheet

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

### SECTION 15: REGULATORY INFORMATION

#### 15.1 US Federal Regulations

LESCO Dimension (0.07%, 0.10%, 0.125%, 0.15%, 0.21%) Plus Fertilizer	
EPA TSCA Regulatory Flag	This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label.
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard
<b>Sulfuric acid, dipotassium salt (7778-80-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Diammonium phosphate (7783-28-0)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Potassium chloride (7447-40-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Monoammonium phosphate (7722-76-1)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Ammonium sulfate (7783-20-2)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Sulfur (7704-34-9)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Iron oxide (Fe2O3) (1309-37-1)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Ferrous sulfate (7720-78-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Manganese oxide (Mn3O4) (1317-35-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Sodium chloride (7647-14-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Magnesium oxide (MgO) (1309-48-4)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Limestone (1317-65-3)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Potassium nitrate (7757-79-1)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Bentonite (1302-78-9)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Manganese (7439-96-5)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on SARA Section 313 (Specific toxic chemical listings)	
SARA Section 313 - Emission Reporting	1.0 %
<b>Urea, polymer with formaldehyde (9011-05-6)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Magnesium sulfate (7487-88-9)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Urea (57-13-6)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

#### 15.2 US State Regulations



# TRIMEC 992

## BROADLEAF HERBICIDE

**Controls Dandelion, Clover, Knotweed, Henbit,  
Chickweed, Plantain, Spurge, and  
Other Listed Broadleaf Weeds**

**Use this product only in accordance with its  
labeling and with the Worker Protection Standard,  
40 CFR Part 170.**

### ACTIVE INGREDIENTS:

Dimethylamine salt of 2,4-dichlorophenoxyacetic acid . . . . .	30.56%
Dimethylamine salt of (+)-(R)-2- (2-methyl-4-chlorophenoxy) propionic acid . . . . .	8.17%
Dimethylamine salt of dicamba: 3,6-dichloro-o-anisic acid . . . . .	2.77%
<b>OTHER INGREDIENTS</b> . . . . .	58.50%
<b>TOTAL</b>	<b>100.00%</b>

### THIS PRODUCT CONTAINS:

2.38 lb. 2,4-dichlorophenoxyacetic acid equivalent per gallon or 25.38%.  
0.63 lb. (+)-(R)-2-(2-methyl-4-chlorophenoxy)propionic acid equivalent  
per gallon or 6.75%.  
0.21 lb. 3,6-dichloro-o-anisic acid equivalent per gallon or 2.30%.  
Isomer Specific by AOAC Methods.

**KEEP FROM FREEZING**

## KEEP OUT OF REACH OF CHILDREN DANGER - PELIGRO

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



**READ THE ENTIRE LABEL FIRST.  
OBSERVE ALL PRECAUTIONS AND  
FOLLOW DIRECTIONS CAREFULLY.**

### PRECAUTIONARY STATEMENTS

#### Hazards to Humans and Domestic Animals

**DANGER:** Corrosive. Causes irreversible eye damage. Harmful if  
swallowed. Harmful if absorbed through skin. Do not get in eyes, on  
skin, or on clothing. Wash thoroughly with soap and water after  
handling and before eating, drinking, chewing gum, using tobacco or  
using the toilet. Remove and wash contaminated clothing before reuse.

#### Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are natural  
rubber. If you want more options, follow the instructions for category A  
on an EPA chemical-resistance category selection chart.

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

- protective eyewear,
- long-sleeved shirt and long pants,
- shoes and socks,
- chemical-resistant gloves and
- chemical-resistant apron when mixing or loading, cleaning up spills  
or equipment, or otherwise exposed to the concentrate.

\*Applicators may choose not to wear protective eyewear ONLY with dilution rates  
greater (higher) than 5:1 or greater (higher) than 5 parts of water to 1 part of  
product.

See engineering controls for additional requirements.

#### Engineering Control Statements

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

#### User Safety Requirements

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

#### User Safety Recommendations

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

#### First Aid

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

Have the product container or label with you when calling a poison  
control center or doctor or going for treatment. You may also contact  
1-877-800-5556 for emergency medical treatment advice.

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

#### Environmental Hazards

This pesticide is toxic to fish and aquatic invertebrates and may  
adversely affect non-target plants. Do not apply directly to water, to  
areas where surface water is present, or to intertidal areas below the  
mean high water mark. Drift and runoff may be hazardous to aquatic  
organisms in water adjacent to treated areas. Do not contaminate  
water when disposing of equipment wash waters or rinsate.

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

### DIRECTIONS FOR USE

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

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

#### Agricultural Use Requirements

Use this product only in accordance with its labeling and with the  
Worker Protection Standard, 40 CFR part 170.

This standard contains requirements for the protection of agricultural  
workers on farms, forests, nurseries, and greenhouses, and handlers  
of agricultural pesticides. It contains requirements for training, decon-  
tamination, notification, and emergency assistance. It also contains  
specific instructions and exceptions pertaining to the statements on

(cont. on next page)





An Employee-Owned Company

# SAFETY DATA SHEET

Issue Date 24-Mar-2015

Revision Date 12-Sep-2019

Version 4.1

## 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

### Product identifier.

Product Name Trimec® 992 Broadleaf Herbicide

### Other means of identification

Product Code PBI FP 992-6

EPA Pesticide Registration Number 2217-656

### Recommended use of the chemical and restrictions on use

Recommended Use Herbicide

Uses advised against No information available

### Details of the supplier of the safety data sheet

#### Supplier Address

PBI-Gordon Corporation  
P.O. Box 860350  
Shawnee, KS 66286

#### Company Name

PBI-Gordon Corporation  
P.O. Box 860350  
Shawnee, KS 66286

#### Manufacturer

PBI-Gordon Corporation  
P.O. Box 860350  
Shawnee, KS 66286

### Emergency telephone number

24 Hour Emergency Phone Number Chemtrec 1-800-424-9300

## 2. HAZARDS IDENTIFICATION

### Classification

#### OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute Oral Toxicity	Category 4
Acute dermal toxicity	Category 4
Serious eye damage/eye irritation	Category 1
Skin Sensitization	Category 1
Chronic Aquatic Toxicity	Category 2
Flammable liquids	Category 3

### Label elements

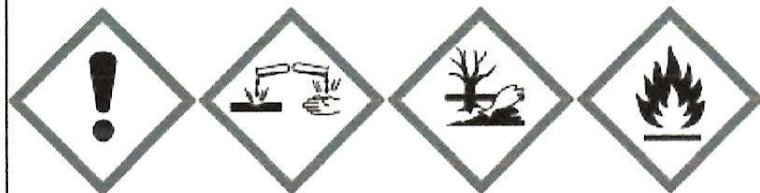
#### Emergency Overview

#### Signal word

Danger

#### Hazard statements

- Harmful if swallowed or in contact with skin
- Causes serious eye damage
- May cause an allergic skin reaction
- Toxic to aquatic life with long lasting effects
- Flammable liquid and vapor



Appearance Liquid

Physical state Liquid

Odor Amines

	clothes and shoes. May cause an allergic skin reaction. If symptoms persist, call a physician.
<b>Inhalation</b>	Remove to fresh air. Get medical attention immediately if symptoms occur.
<b>Ingestion</b>	Do NOT induce vomiting. Clean mouth with water and drink afterwards plenty of water. <i>Never give anything by mouth to an unconscious person. Call a physician.</i>
<b>Self-protection of the first aider</b>	Use personal protective equipment as required. See section 8 for more information. Avoid contact with skin, eyes or clothing.

**Most important symptoms and effects, both acute and delayed**

**Symptoms** Burning sensation. Itching. Rashes. Hives.

**Indication of any immediate medical attention and special treatment needed**

**Note to physicians** May cause sensitization in susceptible persons. Probable mucosal damage may contraindicate the use of gastric lavage. Treat symptomatically.

**5. FIRE-FIGHTING MEASURES**

**Suitable Extinguishing Media** Dry chemical. Carbon dioxide (CO2). Water spray. Alcohol resistant foam.

**Unsuitable extinguishing media** No information available.

**Specific hazards arising from the chemical** In the event of fire and/or explosion do not breathe fumes. Thermal decomposition can lead to release of irritating and toxic gases and vapors. Product is or contains a sensitizer. May cause sensitization by skin contact.

**Explosion data**

**Sensitivity to mechanical impact** None.

**Sensitivity to static discharge** None.

**Special protective equipment for fire-fighters** As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

**6. ACCIDENTAL RELEASE MEASURES****Personal precautions, protective equipment and emergency procedures**

**Personal precautions** Evacuate personnel to safe areas. Use personal protective equipment as required. See section 8 for more information. Avoid contact with skin, eyes or clothing. Ensure adequate ventilation. Keep people away from and upwind of spill/leak. Do not touch or walk through spilled material.

**Environmental precautions**

**Environmental precautions** Prevent further leakage or spillage if safe to do so Prevent product from entering drains Do not flush into surface water or sanitary sewer system See Section 12 for additional ecological information Avoid release to the environment Collect spillage Dispose of contents/container to an approved waste disposal plant

**Other information** Ventilate the area. Refer to protective measures listed in Sections 7 and 8.

**Methods and material for containment and cleaning up**

**Methods for containment** Stop leak if you can do it without risk. Do not touch or walk through spilled material. A vapor suppressing foam may be used to reduce vapors. Dike far ahead of spill to collect runoff water. Keep out of drains, sewers, ditches and waterways. Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal.

**Methods for cleaning up** Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled

Appearance	Liquid
Color	Brown
Odor	Amines
Odor threshold	No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	8.0	
Melting point/freezing point	<35 °F	
Boiling point / boiling range	100 °C / 212 °F	
Flash point	54 °C / 129 °F	CC (closed cup)
Evaporation rate	< 1	
Flammability (solid, gas)	No data available	None known
Flammability Limit in Air		None known
Upper flammability limit:	No data available	
Lower flammability limit:	No data available	
Vapor pressure	<17 mm Hg	
Vapor density	>1	
Specific Gravity	1.1265	
Water solubility	Soluble in water	
Solubility in other solvents	No data available	None known
Partition coefficient	No data available	None known
Autoignition temperature	No data available	None known
Decomposition temperature	No data available	None known

<u>Other Information</u>	
Oxidizing properties	No information available
Liquid Density	9.3812 pounds/gallon
Bulk density	No information available

## 10. STABILITY AND REACTIVITY

### Reactivity

No information available.

### Stability

Stable

### Possibility of hazardous reactions

None under normal processing.

### Hazardous polymerization

Will not occur.

### Conditions to avoid

Keep out of reach of children.

### Incompatible materials

Strong acids. Strong bases. Strong oxidizing agents.

### Hazardous decomposition products

May emit toxic fumes under fire conditions. Hydrogen chloride. Nitrogen oxides (NOx). Carbon monoxide.

## 11. TOXICOLOGICAL INFORMATION

### Information on likely routes of exposure

#### Product Information

Inhalation	Specific test data for the substance or mixture is not available.
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Eye contact	Severely irritating to eyes. Causes serious eye damage. May cause burns. May cause irreversible damage to eyes.
-------------	---



Group 2B - Possibly Carcinogenic to Humans

<b>Reproductive toxicity</b>	No information available.
<b>STOT - single exposure</b>	No information available.
<b>STOT - repeated exposure</b>	No information available.
<b>Target Organ Effects</b>	Eyes, Respiratory system, Skin.

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity** Toxic to aquatic life with long lasting effects.

Chemical name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Trade Secret	9: 96 h Pseudokirchneriella subcapitata mg/L EC50	210: 96 h Poecilia reticulata mg/L LC50 static 111 - 125: 96 h Oncorhynchus mykiss mg/L LC50 120: 96 h Oncorhynchus mykiss mg/L LC50 static 127 - 349: 96 h Poecilia reticulata mg/L LC50 semi-static 396: 96 h Brachydanio rerio mg/L LC50 static	EC50 = 26.8 mg/L 15 min	88.7: 48 h Daphnia magna Straus mg/L EC50

**Persistence and degradability** No information available.

**Bioaccumulation** No information available.

**Other adverse effects** No information available.

## 13. DISPOSAL CONSIDERATIONS

### Waste treatment methods

<b>Waste from residues/unused products</b>	Disposal should be in accordance with applicable regional, national and local laws and regulations.
<b>Contaminated packaging</b>	Do not reuse empty containers.
<b>US EPA Waste Number</b>	D001, See Section 2: Hazards not otherwise classified (HNOC).

## 14. TRANSPORT INFORMATION

**Note:** Products under 34 gallons not regulated by DOT. Below are designations for products over 34 gallons. See RQ

### DOT

<b>UN/ID no.</b>	UN3082
<b>Proper shipping name</b>	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
<b>Hazard class</b>	9
<b>Packing group</b>	III
<b>Reportable Quantity (RQ)</b>	2,4-D, dimethylamine salt: RQ (lb)= 327.00= 34 gallons
<b>Special Provisions</b>	8, 146, 173, 335, IB3, T4, TP1, TP29
<b>Description</b>	UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, dimethylamine salt), 9, III, Marine pollutant

### TDG

<b>UN/ID no.</b>	UN3082
------------------	--------

## LESCO THREE-WAY™ Selective Herbicide

### ACTIVE INGREDIENTS:

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

### INERT INGREDIENTS:

	58.50%
<b>TOTAL:</b>	<b>100.00%</b>

Contains 2,4-D, Mecoprop-p and Dicamba  
Isomer Specific AOAC Method, Equivalent to:

*2,4-Dichlorophenoxyacetic Acid	25.38%, 2.381 lbs./gal
**(+)-R-2-(2-Methyl-4-Chlorophenoxy)propionic Acid	6.75%, 0.633 lbs./gal
***3,6-Dichloro-o-anisic Acid	2.30%, 0.216 lbs./gal

CONTAINS THE SINGLE ISOMER FORM OF MECOPROP-P

## KEEP OUT OF REACH OF CHILDREN DANGER - PELIGRO

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

SEE ATTACHED BOOKLET FOR ADDITIONAL PRECAUTIONARY STATEMENTS

### PRECAUTIONARY STATEMENT HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**CAUTION** Corrosive, causes irreversible eye damage. Do not get in eyes, or on skin or clothing. Avoid inhalation of spray mists. Harmful if swallowed, inhaled or absorbed through skin. Remove saturated clothing as soon as possible and shower. (If container is more than 1 gallon and less than 5 gallons) Persons engaged in open pouring of this product must also wear coveralls or a chemical resistant apron. (If container is 5 Gallons or more in capacity) Do not open pour product from this container. A mechanical system (such as a probe and pump or siphon) must be used for transferring the contents of this container. If the contents of a non-refillable pesticide container are emptied, the probe must be rinsed before removal.

### FIRST AID STATEMENT

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

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

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

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

### ENVIRONMENTAL HAZARDS

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

Most cases of groundwater contamination involving phenoxy herbicides, such as 2,4-D and MCPP, have been associated with mixing/loading and disposal sites.

Caution should be exercised when handling these herbicides at such sites to prevent contamination of groundwater supplies. Use of closed systems for mixing or transferring this pesticide will reduce the probability of spills. Placement of the mixing/loading equipment on an impervious pad to contain spills will help prevent groundwater contamination.

### DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. READ ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH LABEL PRECAUTIONARY STATEMENTS AND DIRECTIONS.

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

### STORAGE AND DISPOSAL

**STORAGE:** Store product in its original labeled container in a cool, dry, locked place, out of reach of children. Store away from seeds, feeds, fertilizers, insecticide, and fungicides. Keep from freezing.

**PESTICIDE DISPOSAL:** Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your state Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

**CONTAINER DISPOSAL:** (Metal) Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities. (Plastic) Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

EPA REG.NO. 10404-43 • EPA EST. NO. 228-IL-1

### DISTRIBUTED BY:

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CLEVELAND, OH 44136-1772

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Rev. 3/29/05 CH (073101)

PULL HERE TO OPEN  
PRESS TO RESEAL

331074

RV080805

3124-LES



**SAFETY DATA SHEET****LESCO Three-Way Selective Herbicide****1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

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

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

**2. HAZARDS IDENTIFICATION****PHYSICAL HAZARDS:**

None known.

**HEALTH HAZARDS:**

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

**ENVIRONMENTAL HAZARDS:**

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

**SIGNAL WORD:**

DANGER

**HAZARD STATEMENTS:**

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

**PRECAUTIONARY STATEMENTS**

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

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

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

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

Collect spillage.

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



## SAFETY DATA SHEET

## LESCO Three-Way Selective Herbicide

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

### STORAGE:

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

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

### Engineering Controls:

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

### Personal Protective Equipment:

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

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

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

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

### Exposure Guidelines:

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

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

NE = Not Established

## 9. PHYSICAL AND CHEMICAL PROPERTIES

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



## SAFETY DATA SHEET

## LESCO Three-Way Selective Herbicide

## 12. ECOLOGICAL INFORMATION

**Environmental Hazards:**

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

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

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

**Data on Mecoprop-p Dimethylamine Salt:**

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

**Data on Dicamba Acid:**

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

**Environmental Fate:**

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

## 13. DISPOSAL CONSIDERATIONS

**Waste Disposal Method:**

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

**Container Handling and Disposal:**

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

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

**SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION****COMPANY ADDRESS:**

LESCO, Inc.  
1385 East 36<sup>th</sup> Street  
Cleveland, OH 44114  
Phone: (800) 347-4272

**EMERGENCY TELEPHONE NUMBERS:**

(800) 424-9300 (CHEMTREC, transportation and spills)

PRODUCT NAME : **LESCO Quin-Way 1.5L Herbicide**  
CHEMICAL NAME : Quinclorac Dimethylamine salt  
PRODUCT USE : Herbicide  
PRODUCT CODE : EPA Reg. No 42750-224-10404

**SECTION 2 - HAZARDS IDENTIFICATION SUMMARY**

(As defined by OSHA Hazard Communication Standard, 29 CFR 1910.1200)

Dark brown opaque liquid

**HEALTH HAZARDS:** Moderately irritating to the eyes.

**PHYSICAL HAZARDS:** Can decompose at high temperatures forming toxic gases.

**ENVIRONMENTAL HAZARDS:** Use on permeable soil-types where the water table is shallow may result in groundwater contamination.

**SECTION 3 - COMPOSITION, INFORMATION OF INGREDIENTS**

COMPONENT	PERCENTAGE	CAS NUMBER
Quinclorac dimethylamine salt	18.92	84087-01-4
Ethylene glycol	49.70	102-21-1
Other ingredients	31.38	n/a

**SECTION 4 - FIRST AID MEASURES**

First Aid responders should use protective equipment in Section 8 if there is a potential for exposure to product.

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

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

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

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

**NOTE TO PHYSICIAN:** No specific antidote, treat symptomatically.



Have a product container or label with you when calling a poison control center or doctor, or going for treatment.

### **SECTION 5 - FIRE FIGHTING MEASURES**

#### National Fire Protection Rating (NFPA)

HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
4=Severe 3=Serious 2=Moderate 1=Slight 0=Minimal	

**FLASHPOINT:** >100°C

**EXTINGUISHING MEDIA:** Use foam, dry chemical, carbon dioxide, or water spray.

**FIRE AND EXPLOSION HAZARD:** Avoid letting material dry. Organic solid dusts at sufficient concentrations can form explosive mixtures with air. Can burn in fire, releasing irritating and toxic gases due to thermal decomposition or combustion.

**FIRE FIGHTING INSTRUCTIONS:** Evacuate area and fight fire upwind from a safe distance to avoid hazardous vapors and decomposition products. Dike and collect water used to fight fire to prevent environmental damage due to run off. Foam or dry chemical fire extinguishing systems are preferred to prevent environmental damage from excessive water run off. Minimize use of water to prevent environmental contamination

**FIRE FIGHTING EQUIPMENT:** Full fire fighting turn-out gear (Bunker gear). Self-contained breathing apparatus with full facepiece.

**EQUIPMENT: HAZARDOUS COMBUSTION PRODUCTS:** Hydrogen chloride, Oxides of nitrogen and carbon

### **SECTION 6 - ACCIDENTAL RELEASE MEASURES**

**IN CASE OF SPILLS OR LEAKS:** Clean up spills immediately, observing precautions in Section 8 of this document. Isolate hazard area. Keep unnecessary and unprotected personnel from entering.

**SMALL SPILL:** Absorb small spills on sand, vermiculite or other inert absorbent. Place contaminated material in appropriate container for disposal.

**LARGE SPILL:** Dike large spills using absorbent or impervious material such as clay or sand. Recover and contain as much free liquid as possible for reuse. Allow absorbed material to solidify, and scrape up for disposal. After removal, scrub the area with detergent and water and neutralize with dilute alkaline solutions of soda ash, or lime. Do not allow spill or clean up water to enter waterways.

Minimize use of water to prevent environmental contamination

### **SECTION 7 - HANDLING AND STORAGE**

KEEP OUT OF REACH OF CHILDREN!

**HANDLING:** Use only in a well-ventilated area. Wear proper safety equipment specified in Section 8 when mixing, loading or otherwise handling concentrate.

**STORAGE:** Store in cool, dry and well ventilated area. Do not store containers under wet conditions.

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

**SECTION 8 - EXPOSURE CONTROLS, PERSONAL PROTECTION****EXPOSURE LIMITS (8 hour TWA, ppm):**

COMPONENT	OSHA PEL	ACIGH TLV
Quinclorac	Not listed	Not listed
Ethylene glycol	50	100

**ENGINEERING CONTROLS:** Proper ventilation is required when handling or using this product to minimize exposure to airborne contaminants. Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower.

**PERSONAL PROTECTIVE EQUIPMENT:**

EYE PROTECTION - Safety glasses or goggles

CLOTHING - Long-sleeved shirt and long pants, Shoes plus socks

GLOVES – Chemical resistant gloves such as butyl rubber, natural rubber, neoprene rubber, or nitrile rubber

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

**USER SAFETY RECOMMENDATIONS:**

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

**SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES**

<b>Appearance:</b>	Dark brown opaque liquid
<b>Odor:</b>	Pungent odor
<b>pH:</b>	7.9 – 8.9
<b>Melting Point:</b>	Not applicable
<b>Boiling Point:</b>	No data
<b>Flash Point:</b>	>100°C
<b>Evaporation Rate:</b>	No data
<b>Flammability:</b>	Not flammable
<b>Flammability Limits:</b>	Not applicable
<b>Vapor Pressure:</b>	<0.01 mPa (20°C) (quinclorac)
<b>Vapor Density:</b>	Not applicable
<b>Density:</b>	1.11 – 1.15 g/ml (9.26 – 9.60 lb/gal)*
<b>Solubility:</b>	Emulsifies
<b>Partition Coefficient:</b>	log Pow = -1.15 (pH 7) (quinclorac)
<b>Auto-Ignition Temperature:</b>	No data
<b>Decomposition Temperature:</b>	No data
<b>Viscosity:</b>	8.8 cSt (20°C); 4.4 cSt (40°C)

\*Listed density is an approximate value and does not necessarily represent that of a specific batch.



**SECTION 10 - STABILITY AND REACTIVITY**

**PRODUCT REACTIVITY:** None known.

**CHEMICAL STABILITY:** Stable, however may decompose if heated.

**HAZARDOUS REACTION/POLYMERIZATION:** Product will not undergo polymerization

**CONDITIONS TO AVOID:** Avoid exposure to high moisture conditions for prolonged periods.

**INCOMPATIBLE MATERIALS:** Strong oxidizing agents

**HAZARDOUS DECOMPOSITION PRODUCTS:** Hydrogen chloride, Oxides of nitrogen and carbon

**SECTION 11 - TOXICOLOGICAL INFORMATION****ACUTE TOXICITY:**

Oral LD <sub>50</sub> (rat)	> 5,000 mg/kg
Dermal LD <sub>50</sub> (rat)	> 5,000 mg/kg
Inhalation LC <sub>50</sub> (rat)	> 2.07 mg/L
Eye Irritation (rabbit)	Mildly irritating
Skin Irritation (rabbit)	Slightly irritating
Sensitization (guinea pig)	Not a contact sensitizer

**CARCINOGEN STATUS:**

OSHA	- Not listed
NTP	- Not listed
IARC	- Not listed

**TERATOGENICITY:** Not known to exhibit reproductive or teratogenic (birth defect) effects.

**MUTAGENICITY:** No evidence of mutagenic effects during in vivo or in vitro studies.

**SECTION 12 - ECOLOGICAL INFORMATION**

**ENVIRONMENTAL SUMMARY:** This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Keep out of lakes, ponds and streams. Do not apply directly to water, areas where surface water is present, or to intertidal areas below the mean high water mark, except as specified on this label for use in rice. Do not contaminate water by cleaning of equipment or disposal of rinsate.

**FATE:** Quinclorac and its metabolites are persistent (with half-life > 1 year under certain conditions) and mobile in soil with potential contaminate ground water.

**FISH TOXICITY: (Technical)**

96 hour LC <sub>50</sub> , Rainbow trout -	83.5 mg/L
96 hour LC <sub>50</sub> , Bluegill -	31.6 mg/L

**AVIAN TOXICITY: (Technical)**

Dietary LC <sub>50</sub> , Bobwhite quail -	> 5,000 ppm
Dietary LC <sub>50</sub> , Mallard duck -	> 5,000 ppm

**BEE TOXICITY: (technical)** > 357 ug/bee

**SECTION 13 - DISPOSAL CONSIDERATIONS**

**PESTICIDE DISPOSAL:** Wastes resulting from this product may be disposed of on site or at an approved waste disposal facility.

**CONTAINER DISPOSAL:** Non-refillable Container. DO NOT reuse or refill this container. Triple rinse or pressure rinse container (or equivalent) promptly after emptying; then offer for recycling, if available, or reconditioning, if appropriate, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by state and local authorities.

Refillable Containers: Refill this container with pesticide only. Do not reuse this container for any other purpose.

Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller.

Refer to product label to determine if container is refillable and for complete cleaning and disposal instructions.

**SECTION 14 - TRANSPORT INFORMATION**

**SHIPPING DESCRIPTION:** Not regulated by DOT  
(Ground transport)

**TRANSPORT HAZARD CLASS:** N/A  
**UN NUMBER:** N/A  
**DOT PACKING GROUP:** PG III

**SECTION 15 - REGULATORY INFORMATION**

**CERCLA REPORTABLE QUANTITY:** Not listed

**SARA TITLE III STATUS:**  
311/312 Hazard Categories - Immediate & Chronic Health Hazard  
313 Toxic Chemicals - None known

**CALIFORNIA PROP 65:** Not listed

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





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: March 4, 2025



To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager  
Kyle Vieth, Controller  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Deputy Public Works Director  
Emily Frontera, Purchasing Manager

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

### History

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

### Purchasing

- On February 20, 2025, a bid opening was conducted as required by City Charter/Code for three (3) year requirements of Fertilizer/ Herbicide Application Services.
- The bid was posted on Bidnet Direct/MITN website; [www.bidnetdirect.com/mitn/city-of-troy-mi](http://www.bidnetdirect.com/mitn/city-of-troy-mi).
- Six hundred and twenty-one (621) vendors were notified via the Bidnet Direct/MITN website. Four (4) bid responses were received. Two (2) additional bids were considered non-responsive as they did not meet specifications regarding bid surety requirements. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	621	<b><u>MITN</u></b> 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. <b><u>Active MITN</u></b> 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. <b><u>Active MITN non-paying</u></b> members are responsible to monitor and check the MITN website for opportunities to do business with the City. <b><u>Inactive MITN</u></b> 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.
Troy Companies notified via MITN	7	
Troy Companies notified Active email Notification	7	
Troy Companies - Active Free	0	
Companies that viewed the bid	38	
Troy Companies that viewed the bid	2	

- After reviewing the bid proposals, *Green World of Troy, MI* was the low bidder meeting specifications and is being recommended.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds are budgeted and available in the following accounts: 101.336.344.802.050 – Fire, 101.770.770.802.050 – Parks Maintenance, 202.770.780.802.070 – Street Island Maintenance, 101.804.807.802.070 – Historic Village, 234.268.802.050 – Transit Center 661.571.551.802.050 – DPW, and 101.770.759.802.070 – Athletic Fields for Fiscal Year 2025 and will be budgeted for duration of the contract.

### **Recommendation**

City Management recommends awarding a three (3) year contract to provide Fertilizer/Herbicide Application Services to the low bidder meeting specifications; *Green World of Troy, MI* at unit prices as contained in the attached bid tabulation opened on February 20, 2025, for an estimated annual cost of \$25,165.80; not to exceed budgetary limitations.



Opening Date: 02/20/2025  
Date Reviewed: 02/20/2025

CITY OF TROY  
BID TABULATION  
FERTILIZER/HERBICIDE APPLICATION SERVICES

ITB-COT 25-05  
PAGE 1 OF 2

VENDOR NAME:	Green World	Green Meadows Lawnscape, Inc.
CITY:	Troy, MI	Rochester Hills, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00
CHECK #:	519262344	39917851

Proposal: THREE-YEAR REQUIREMENTS OF FERTILIZER / HERBICIDE APPLICATION SERVICES								
Proposals		Description	Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application		
			2025	2026	2027	2025	2026	2027
A	90.2 acres	Spring Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
		Fall Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
Estimated 3 Year Total - Proposal A:			\$32,472.00			\$51,414.00		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$63.00	\$63.00	\$63.00	\$118.00	\$118.00	\$118.00
		Spring Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
		Summer Application Fertilizer and Grub Control	\$63.00	\$63.00	\$63.00	\$118.00	\$118.00	\$118.00
		Fall Application Liquid Weed and Feed	\$60.00	\$60.00	\$60.00	\$95.00	\$95.00	\$95.00
Estimated 3 Year Total - Proposal B:			\$43,025.40			\$74,507.40		
Estimated Annual Total Proposal A & B:			\$25,165.80	\$25,165.80	\$25,165.80	\$41,973.80	\$41,973.80	\$41,973.80
Est. Grand Total 3 Year Proposal A & B:			\$75,497.40			\$125,921.40		
Site Inspection:		Y/N	N			Y		
Contact Information:		Hours of Operation:	8am - 5pm			7:30am - 6:30pm		
		24 Hr. Phone No.:	248-922-9712			586-855-3769		
Pesticide Application License #:			C007060710			630375		
References:		Y/N	Y			Y		
Can meet Completion Schedule:		Y/N	Y			Y		
Insurance Met:		Y/N	Y			Y		
Proposed Herbicide Information:		Y/N	Y			Y		
SDS Sheet/Sample of Labels:		Y/N	Y			Y		
Payment Terms:			Net 60			Net 30		
Warranty:			Upon Request			N/A		
Acknowledgement:		Y/N	Y			Y		
Exceptions:		Y/N	None			None		
Bidder Questionnaire completed:		Y/N	Y			Y		
Forms:		Y/N	Y			Y		

ATTEST:  
(\*Bid Opening conducted via a Zoom Meeting)  
Dennis Trantham  
Andrew Chambliss  
Nellie Bert  
Dina Gates

**Low Bidder Meeting Specifications**

Emily Frontera  
Purchasing Manager

CITY OF TROY  
BID TABULATION

ITB-COT 25-05  
PAGE 2 OF 2

FERTILIZER/HERBICIDE APPLICATION SERVICES

VENDOR NAME:	TruGreen	Green Acres Fertilizer Co. LLC
CITY:	Rochester Hills, MI	Ypsilanti, MI
CHECK AMOUNT:	\$1,500.00	\$1,500.00
CHECK #:	723122934	300309

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

Proposals		Description	Pricing			Pricing		
Estimated Quantity		In accordance with the attached specifications	Cost per acre per application			Cost per acre per application		
			2025	2026	2027	2025	2026	2027
A	90.2 acres	Spring Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
		Fall Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
Estimated 3 Year Total - Proposal A:			\$56,826.00			\$68,732.40		
B	58.3 acres	Early Spring Application Fertilizer and Pre-Emergent	\$105.00	\$105.00	\$105.00	\$155.00	\$155.00	\$155.00
		Spring Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
		Summer Application Fertilizer and Grub Control	\$157.00	\$157.00	\$157.00	\$197.00	\$197.00	\$197.00
		Fall Application Liquid Weed and Feed	\$105.00	\$105.00	\$105.00	\$127.00	\$127.00	\$127.00
Estimated 3 Year Total - Proposal B:			\$82,552.80			\$105,989.40		
Estimated Annual Total Proposal A & B:			\$46,459.60	\$46,459.60	\$46,459.60	\$58,240.60	\$58,240.60	\$58,240.60
Est. Grand Total 3 Year Proposal A & B:			\$139,378.80			\$174,721.80		

Site Inspection:	Y/N	Y	N
<b>Contact Information:</b> Hours of Operation:		M-F 8-5 S 9-2	M-F 8am-4pm
24 Hr. Phone No.:		248-379-9005	734-320-3322
Pesticide Application License #:		630013	810063
References:	Y/N	Y	Y
Can meet Completion Schedule:	Y/N	Y	Y
Insurance Met:	Y/N	Y	Y
Proposed Herbicide Information:	Y/N	Y	Y
SDS Sheet/Sample of Labels:	Y/N	Y	Y
Payment Terms:		60 Net	30 Days
Warranty:		30 Days	Not Specified
Acknowledgement:	Y/N	Y	Y
Exceptions:	Y/N	In the event the City should request certified copies of insurance policies, bidder will require add'l time to provide.	None
Bidder Questionnaire completed:	Y/N	Y	Y
Forms:	Y/N	Y	Y





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/19/2025

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> Ralph C. Wilson Agency, Inc Box 5069  Southfield MI 48086-5069	<b>CONTACT NAME:</b> James Batchik <b>PHONE (A/C, No, Ext):</b> (248) 355-1414 <b>E-MAIL ADDRESS:</b> jamesb@rcwa.net <b>FAX (A/C, No):</b> (248) 304-0877
<b>INSURED</b> Parks Outdoor Maintenance LLC; Parks Services; Green Parks LLC dba: Green World 1401 Souter Drive Troy MI 48083	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Motorists Commercial Mutual Insurance Company <b>INSURER B:</b> Accident Fund General Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 13331 12304

**COVERAGES****CERTIFICATE NUMBER:** 24-25 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5000116336	05/04/2024	05/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5000116336	05/04/2024	05/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		5000118364 - Follows Form	05/04/2024	05/04/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100026774	05/04/2024	05/04/2025	<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)**

Certificate holder, all elected and appointed officials all employees and volunteer, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers are added as Additional Insured (General Liability/Umbrella) on a primary and non-contributory basis with respect to work/services performed/product supplied by Named Insured per written contract/agreement. Thirty (30) days' notice of cancellation with ten (10) days' notice for non-payment of premium is provided to certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City Of Troy 500 W Big Beaver  Troy MI 48084	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

## B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II – COVERED AUTOS LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.



- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## **2. Coverage Extensions**

### **a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### **b. Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## **B. Exclusions**

This insurance does not apply to any of the following:

### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### **2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### **3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### **6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## **11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** That are, or that are contained in any property that is:
  - (1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2)** Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3)** Being stored, disposed of, treated or processed in or upon the covered "auto";
- b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## **12. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a.** War, including undeclared or civil war;
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## **13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## **C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.



All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### **a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### **b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### **c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### **2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

### **4. Coverage Extensions**

#### **a. Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

## **B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### **a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### **b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

## **C. Limits Of Insurance**

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
  - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### **SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### **A. Loss Conditions**

##### **1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### **2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

##### **3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.



#### **4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### **5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### **B. General Conditions**

#### **1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### **3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### **5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### **6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

## SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;



4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.  
 "Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".



**f. Pollution**

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i)** Any insured; or
    - (ii)** Any person or organization for whom you may be legally responsible; or
  - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or



- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

### **d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- These payments will not reduce the limits of insurance.

- So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**1. If you are designated in the Declarations as:**

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2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.



#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - 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 occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.



As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

**MiCHOICE CONTRACTOR  
GENERAL LIABILITY PROTECTOR**

**CG CW CT0002 0417**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The coverage provided by this endorsement is subject to the provisions, including exclusions and limitations, applicable to the Commercial General Liability Coverage Form, except as provided below. The deductible shown on the Declarations Page applies unless otherwise shown in this endorsement.

<b>Coverage Summary</b>	
The following coverages are provided by this endorsement. Please refer to the full terms and conditions within this endorsement.	
Care, Custody or Control	
Pollution Liability Coverage – Limited Exception For A Short-Term Event	
Amendment – Construction Project(s) General Aggregate Limit	
Contractors Professional Liability	
Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	
Additional Insured – Automatic Status by State or Governmental Agency or Subdivision or Political Subdivision – Permits Or Authorization	
Additional Insured – Automatic Status By Contract Or Agreement – Ongoing Operations Only	
Additional Insured – Managers Or Lessors of Premises	
Additional Insured – Automatic Status By Contract Or Agreement – Completed Operations	
Primary And Noncontributory	
Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Blanket	

**Schedule**

<b>Coverage</b>	<b>Limit Of Insurance</b>	<b>Deductible</b>
Care, Custody or Control	\$50,000 Each Occurrence	\$500 Each Occurrence
Pollution Liability Coverage – Limited Exception For A Short-Term Event	\$100,000 Each Occurrence	
Contractors Professional Liability	\$50,000 Each Occurrence	

For the purposes of this endorsement, the following modifications are made to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **A. Care, Custody or Control**

1. With respects to operations covered under this policy and the Limit Of Insurance shown in the Schedule above, the insurance applies to "property damage" to property of others while in your care, custody or control or other property for which, for any purpose, you are exercising physical control, if damage arises out of the installation, repair, alteration or other operations incidental to your business.

#### **2. Exclusions**

For the purposes of this endorsement, **2. Exclusions j. Damage To Property** is deleted and replaced with the following:

##### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), and (3) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you. Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" included in the "products completed operations hazard".

This insurance does not apply to injury to or destruction of property;

- (1) Held by you for servicing, repair, storage or sale at premises or the ways adjacent, which you own, rent or occupy.
- (2) While transported by or caused by, including "loading or unloading", any aircraft, "auto", "mobile equipment" or watercraft owned or operated by or rented or loaned to any insured.

#### **3. Limits Of Insurance**

The most we will pay for loss or damage is the Limit Of Insurance shown in the Schedule above for each "occurrence".

#### **4. Deductible**

We will not pay for loss or damage in any one "occurrence" until the amount of the adjusted loss or damage before applying the applicable Limit Of Insurance exceeds the Deductible amount shown in the Schedule above. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit Of Insurance.

#### **B. Pollution Liability Coverage – Limited Exception To The Pollution Exclusion For A Short-Term Event**

**CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY**

##### **1. Exclusions**

For the purposes of this endorsement:

a. Item 2. **Exclusions f. Pollution** is deleted and replaced by the following:

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, an insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respects to your ongoing operations performed for that additional insured at the premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured.
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire";
    - (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible.
  - (d) At or from any premises, site or location on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or



- (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### **b. Limits Of Insurance**

The most we will pay for damages and "claim expenses" for any one claim under this coverage is the Limit Of Insurance shown in the Schedule above for each "occurrence".

"Claim expenses" shall be part of and not in addition to the Limit Of Insurance shown in the Schedule above.

Our right and duty to defend end when we have used up the Limit Of Insurance for this coverage in payment of judgments, settlements or defense costs incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

#### **c. For the purposes of this endorsement, the following are added to **SECTION V - DEFINITIONS:****

- (1) "Claim Expenses" means:
  - (a) The reasonable and necessary fees charged by any lawyer designated by us or by the insured in defending the insured; and
  - (b) All other reasonable and necessary fees, costs and expenses incurred on behalf of the insured by us or by the insured in the investigation, adjustment, defense and appeal of any claim.
- (2) "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
  - (a) Begins during the policy period;
  - (b) Begins at an identified time and place;
  - (c) Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
  - (d) Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
  - (e) Does not originate from an "underground storage tank"; and
  - (f) Is not heat, smoke or fumes from a "hostile fire".

To be a “short-term pollution event”, the discharge, dispersal, release or escape of “pollutants” need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes for the same “pollutant” from essentially the same source, considered together, must satisfy Provisions (a) through (f) of this definition to be considered a “short-term pollution event”.

- (2) “Underground storage tank” means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

### C. Amendment – Construction Project(s) General Aggregate Limit

For all sums which the insured becomes legally obligated to pay as damages caused by an “occurrence” under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **COVERAGE C – MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage **C** regardless of the number of:
  - a. Insureds;
  - b. Claims made or “suits” brought; or
  - c. Persons or organizations making claims or bringing “suits”.
3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **COVERAGE C – MEDICAL PAYMENTS** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the Construction Project General Aggregate Limit.

### D. Contractors Professional Liability Coverage

#### CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY

#### 1. Coverage

We will pay those sums that the insured becomes legally obligated to pay as damages for faulty design including consequential loss. The damage must have resulted from the insured’s negligent act, error or omission while acting as a contractor:

#### 2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage” or “personal and advertising injury”.
- b. Liability arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
  - (1) In the preparation of estimates or job costs;
  - (2) Where cost estimates are exceeded

- (3) In the preparation of estimates of profit or return on capital;
- (4) In advising or failure to advise on financing of the work or projects; or
- (5) In advising or failure to advise on any legal work, title checks, form of insurance, or suretyship.

### 3. Limits Of Insurance

The most we will pay for damages and "claim expenses" for any one claim under this coverage is the Limit Of Insurance shown in the Schedule above for each "occurrence".

"Claim expenses" shall be part of and not in addition to the Limit Of Insurance shown in the Schedule above.

Our right and duty to defend ends when we have used up the Limit Of Insurance for this coverage in payment of judgments, settlements or defense costs incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

### 4. Definitions

"Claim expenses" means:

- a. The reasonable and necessary fees charged by any lawyer designated by us or by the insured in defending the insured; and
- b. All other reasonable and necessary fees, costs and expenses incurred on behalf of the insured by us or by the insured in the investigation, adjustment, defense and appeal of any claim.

For the purposes of this endorsement, the following modifications are made to **SECTION II – WHO IS AN INSURED** and **SECTION III – LIMITS OF INSURANCE**:

#### A. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**B. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision, subject to the following provisions:
  - a. This insurance applies only with respects to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:
    - (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
  - b. This insurance does not apply to:
    - (1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or
    - (2) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.
2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**C. Additional Insured – Automatic Status By Contract Or Agreement – Ongoing Operations Only**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;In the performance of your ongoing operations for the additional insured. However, the insurance afforded to such additional insured:
  - a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

  - a. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:



- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or of the failure to render any professional architectural, engineering or surveying services.

**b. "Bodily injury" or "property damage" occurring after:**

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:****

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**D. Additional Insured – Manager Or Lessors Of Premises**

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- 2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required to provide for such additional insured.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**E. Additional Insured – Automatic Status By Contract Or Agreement – Completed Operations**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or agreement, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” performed for that additional insured and included in the “products-completed operations hazard”.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

For the purposes of this endorsement, the following modifications are made to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**A. Primary And Noncontributory – Other Insurance Condition**

The following is added to Paragraph 4. **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.

**B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a written contract or agreement with that person or organization requiring such waiver and included in the “products-completed operations hazard”.

Our rights may only be waived prior to a loss. The insured must do nothing after a loss to impair our rights of recovery against others.

All other terms and conditions remain unchanged.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The deductible shown on the Declarations Page applies unless otherwise shown in this endorsement.

<b>Coverage Summary – Please refer to the applicable Coverage Section for Full Terms and Conditions</b>
Non-Owned Watercraft
Fire, Lightning, Explosion, Smoke, Sprinkler Leakage Damage To Premises Rented To You
Amendment – Aggregate Limits Of Insurance – Per Location
Incidental Medical Malpractice
Supplementary Payments
Fellow Employee Coverage
Newly Acquired Or Formed Organizations
Additional Insured – Building Owner
Additional Insured – Lessor Of Leased Equipment - Automatic Status by Contract Or Agreement
Additional Insured – Managers Or Lessors Of Premises
Mobile Equipment Redefined
Liberalization

**A. Non-Owned Watercraft**

For the purposes of this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

**g. Aircraft, Auto, Or Watercraft**

This exclusion does not apply to:

**(a)** Less than 51 feet long; and

**B. Fire, Lightning, Explosion, Smoke, Sprinkler Leakage Damage To Premises Rented To You**

1. For the purposes of this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit Of Insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

2. For the purposes of this endorsement, **SECTION III – LIMITS OF INSURANCE**, paragraph 6. is deleted and replaced by the following:
  6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage from an automatic fire protection system, while rented to you or temporarily occupied by you with permission of the owner.
3. For the purposes of this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. **Other Insurance**, paragraph b. **Excess Insurance (1)(a)(ii)** is deleted and replaced by the following:
  - (1) This insurance is in excess over:
    - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (ii) That is fire, lightning, explosion, sprinkler leakage from an automatic fire protection system insurance for premises rented to you or temporarily occupied by you with permission of the owner.
4. For the purposes of this endorsement, **SECTION V – DEFINITIONS**, paragraph 9.a. is deleted and replaced by the following:
  9. “Insured contract” means:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with the permission of the owner is not an “insured contract”;

#### C. Amendment – Aggregate Limits Of Insurance Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by “occurrence” under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

1. The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** applies separately to each of your “locations” owned by or rented to you.
2. The Per Location General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** regardless of the number of:
  - a. Insureds;
  - b. “Claims” made or “suits” brought; or
  - c. Persons or organizations making “claims” or bringing “suits”.
3. Any payments made under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** for medical expenses shall reduce the Per Location General Aggregate Limit for that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Location General Aggregate Limit for any other location.

The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the Per Location General Aggregate Limit.

#### D. Incidental Medical Malpractice Liability Coverage

For the purposes of this endorsement, the following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. **Exclusions**:



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **05/04/2024** Policy No. **AF WCP 100026774 03**  
Insured **PARKS OUTDOOR MAINTENANCE LLC**

Endorsement No.  
Premium: **\$0**

Insurance Company **ACCIDENT FUND GENERAL** Countersigned by \_\_\_\_\_  
**INSURANCE COMPANY**

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the **BUSINESS AUTO COVERAGE FORM** apply unless modified by the endorsement.

**Coverage Summary – Refer to the applicable Coverage Section for Full Terms and Conditions**

<b>Coverage</b>	<b>Limits Of Liability</b> The Limits of Liability shown in the Business Auto Declarations apply unless otherwise stated below	<b>Deductible</b> <b>SECTION I</b> and <b>SECTION III</b> deductibles apply unless otherwise stated below
<b>SECTION II – COVERED AUTOS LIABILITY COVERAGE</b>		
Employers Non-Owned Auto Coverage		
Newly Acquired Or Formed Organizations		
Employees As Insureds		
Additional Insured – Automatic Status When Required In A Written Contract Or Agreement		
Supplementary Payments	Up to \$5,000 for bail bonds; Up to \$500 per day for loss or earnings	
Fellow Employee Coverage		
<b>SECTION III – PHYSICAL DAMAGE COVERAGE</b>		
Hired Auto Physical Damage Coverage	Up to \$100,000 for any one accident or loss	Largest deductible applicable to any one covered auto applies
Towing And Labor Coverage	Up to \$75 for covered private passenger vehicles and light trucks; Up to \$150 for all other covered vehicles	No deductible applies
Transportation Expenses	Up to \$60 per day / maximum \$1,800	No deductible applies
Hired Auto Loss Of Use Expenses	Up to \$75 per day / maximum \$1,500	No deductible applies
Personal Effects Coverage	Up to \$1,000 for any one loss	No deductible applies
Fire Department Service Charge	Up to \$1,000 for any one covered auto	No deductible applies
Equity Loan/Lease Protection		Deductible shown in the Schedule Of Covered Autos And Coverages Applies

<b>Coverage</b>	<b>Limits Of Liability</b> The Limits of Liability shown in the Business Auto Declarations apply unless otherwise stated below	<b>Deductible</b> <b>SECTION I</b> and <b>SECTION III</b> deductibles apply unless otherwise stated below
Expanded Coverage for Electronic Equipment, Portable GPS Navigation Devices and Telematics Devices	Up to \$2,500 for any one loss	\$100 deductible for each occurrence
Waiver Of Deductible – Glass Repair		No deductible applies to repair only
Accidental And Unintended Discharge Of An Airbag		Deductible shown in the Schedule Of Covered Autos And Coverages Applies
<b>SECTION IV – BUSINESS AUTO CONDITIONS</b>		
Duties In The Event Of Accident, Claim, Suit Or Loss		
Waiver Of Transfer Of Rights Of Recovery Against Others to Us		
Unintentional Failure To Disclose Existing Or New Hazards		

**A. The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage:**  
**EMPLOYERS NON-OWNED AUTO COVERAGE**

Non-owned "autos" are covered autos for Liability Coverage. Non-owned "autos" means only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

**B. The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A, COVERAGE,**  
**1. Who Is An Insured:**

**NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Any organization you newly acquire or form (other than a partnership, joint venture or limited liability company) over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization, is an "insured".

However:

1. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
2. Coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**EMPLOYEES AS INSUREDS**

When this policy includes Auto Liability coverage for Non-owned "Autos", the following are added to **Who Is An Insured:**

1. Any of your "employees" is an "insured" while using an "auto" you don't own, hire or borrow in your business operations or personal affairs.
2. Any of your "employees" is an "insured" while using an "auto" that was hired or leased, with your permission, under a written contract or agreement in that employee's name while performing duties related to your business operations.

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT**

1. The **Who Is An Insured** section of the Business Auto Coverage Form is amended to include any person or organization you are required to add as an additional insured on this policy under a written contract or agreement currently in effect or becoming effective during the term of this policy, provided that a certificate of insurance showing that person or organization as an additional insured has been issued.
2. The insurance provided by this endorsement applies only with respect to liability arising out of operations performed for the additional insured by you. However, the insurance afforded to such additional insured:
  - a. Applies only to the operation, maintenance or use of "autos" designated as covered "autos" in this policy; and
  - b. Only applies to the extent permitted by law; and
  - c. Will not be broader than that which is required by a contract or agreement you have entered into with the additional insured.
3. The coverage provided by this endorsement will be primary and noncontributory with respect to any other primary coverage available to the additional insured provided that:
  - a. The additional insured is a Named Insured under such other insurance; and
  - b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other primary insurance available to the additional insured.
4. The Limits Of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this coverage form, whichever is less. These Limits Of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

### **C. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is modified as follows:

#### **SUPPLEMENTARY PAYMENTS**

1. Paragraph (2) is deleted and replaced with the following:

Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. Paragraph (4) is deleted and replaced by the following:

All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **D. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** is modified as follows:

#### **FELLOW EMPLOYEE COVERAGE**

Exclusion 5. **Fellow Employee** is deleted.

### **E. The following paragraph is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage:**

#### **HIRED AUTO PHYSICAL DAMAGE**

If Comprehensive, Specified Causes of Loss or Collision coverages are provided for any owned "auto" covered under this policy, then we will provide the same coverage(s) for those "autos" that you hire from others. The most we will pay for any one "accident" or "loss" is \$100,000 or the actual cash value or cost of repair, whichever is less, minus a deductible for each covered "auto" that is equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

### **F. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted and replaced by the following:



## **TOWING AND LABOR**

1. We will pay up to \$75 for towing and labor costs each time a covered "auto" of the private passenger type or a light truck is disabled. A light truck is a truck that has a gross vehicle weight of 10,000 pounds or less.

We will pay up to \$150 for towing and labor costs each time a covered "auto" other than a private passenger type or light truck is disabled.

2. Only that labor which is performed at the place of disablement is covered by this endorsement.
3. No deductible applies to this coverage.

## **G. SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is deleted and replaced by the following:

### **1. TRANSPORTATION EXPENSES**

We will pay up to \$60 per day, to a maximum of \$1,800, for temporary transportation expenses incurred by you because of "loss" to a covered "auto".

2. We will pay for such expenses if loss to a covered "auto" is covered by:
  - a. Comprehensive or Specified Causes of Loss Coverage, and then only if the Declarations indicates that Comprehensive or Specified Causes of Loss Coverage is provided for that covered "auto."
  - b. Collision Coverage, and then only if the Declarations indicate that Collision Coverage is provided for that covered "auto."
3. We will pay for temporary transportation expenses as follows:
  - a. For the total theft of a covered "auto", we will pay only for those expenses incurred during the period beginning 24 hours after the theft of the covered "auto", and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or when we pay for its "loss".
  - b. For loss other than the total theft of a covered "auto", we will pay only for those expenses incurred during the period beginning 24 hours after "loss" to the covered "auto", and ending, regardless of the policy's expiration, when the "auto" is repaired or replaced, or the date the covered "auto" could have reasonably been expected to be repaired or replaced.
4. No deductible applies to this coverage extension.

## **H. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses** is deleted and replaced by the following:

### **HIRED AUTO LOSS OF USE EXPENSES**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than Collision, and then only if the Declarations indicate that Comprehensive Coverage or Specified Causes Of Loss Coverage is provided for any covered "auto";
2. Specified Causes of Loss, and then only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision, and then only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$75 per day, to a maximum of \$1,500.

No deductible applies to this coverage extension.

I. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,**

**4. Coverage Extensions:**

**PERSONAL EFFECTS**

We will pay up to \$1,000 in any one occurrence for "loss" of or damage to your personal effects or personal effects of others that are contained in a covered "auto".

This coverage extension applies only if:

1. "Loss" or damage to personal effects is the direct result of "loss" or damage to the covered "auto"; and
2. The "loss" or damage to the covered "auto" is covered by this policy.

Our payment for loss of or damage to personal effects will apply only on an excess basis over other collectible insurance.

No deductible applies to this coverage extension.

**FIRE DEPARTMENT SERVICE CHARGE**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges that are:

1. Assumed by contract or agreement prior to loss; or
2. Required by local ordinance.

No deductible applies to this coverage extension.

**EQUITY LOAN/LEASE PROTECTION**

This coverage applies only to the original loan or lease written on a covered "auto" not previously titled. This coverage is subject to the provisions and exclusions that apply to **SECTION III - PHYSICAL DAMAGE COVERAGE**, except as provided below:

1. In the event of a total loss to a covered "auto" of the private passenger type or a covered "auto" that is a light truck with a "gross vehicle weight" (GVW) of 10,000 pounds or less that is secured by an original finance agreement, **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance**, paragraph 1.a. is deleted and replaced by the following:

Our limit of insurance for "loss" will be the greater of the:

- a. Unpaid principal, less the amount of finance charges and overdue principal, outstanding under a finance agreement used solely to purchase the covered "auto" and its equipment; or
- b. Actual cash value of the damaged or stolen property as of the time of the "loss."

Our payment for "loss" will be reduced by any applicable deductible shown in the SCHEDULE OF COVERED AUTOS AND COVERAGES.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

2. In the event of a total loss to a covered "auto" of the private passenger type or a covered "auto" that is a light truck that has a "gross vehicle weight" (GVW) of 10,000 pounds or less, secured by an original lease agreement, **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance**, paragraph 1.a. is deleted and replaced by the following:

Our limit of insurance for "loss" will be the greater of the:

- a. Amount due under the terms of the lease to which the covered "auto" is subject, but does not include:
  - (1) Overdue lease payments;
  - (2) Financial penalties imposed because of excessive mileage, use or wear and tear;
  - (3) Security deposits not refunded by the lessor; or
- b. Actual cash value of the damaged or stolen property as of the time of the "loss."

Our payment for "loss" will be reduced by any applicable deductible shown in the SCHEDULE OF COVERED AUTOS AND COVERAGES.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

**3. The following is added to SECTION V - DEFINITIONS:**

"Gross vehicle weight" (GVW) means the maximum loaded weight for which a single auto is designed, as specified by the manufacturer.

**J. EXPANDED COVERAGE FOR ELECTRONIC EQUIPMENT, PORTABLE GPS NAVIGATION DEVICES AND TELEMATICS DEVICES**

**1. SECTION III – PHYSICAL DAMAGE COVERAGE, Exclusion B.5 is deleted in its entirety and is replaced by the following:**

**5. Exclusions 4.c. and 4.d. do not apply to portable GPS navigation devices, telematics devices or other equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:**

- a. Permanently installed in or upon the covered "auto";**
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";**
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or**
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.**

**2. SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance, paragraph 1.b. is deleted in its entirety and is replaced by the following:**

**b. The most we will pay for a portable GPS navigation device or telematics device in any one "loss" is \$2,500.**

The most we will pay for all electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$2,500, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;**
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or**
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.**

This coverage applies only if the "auto" is shown in the Declarations as a covered "auto" for Comprehensive Coverage.

A deductible of \$100 applies to any one occurrence.

**K. WAIVER OF DEDUCTIBLE – GLASS REPAIR**

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible:**

For any "auto" shown in the Declarations as a covered "auto" for Comprehensive Coverage, no deductible will apply to glass damage if the glass is repaired rather than replaced.

**L. The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions:**

Exclusion **3.a. Wear and tear, freezing, mechanical or electrical breakdown** does not apply to the accidental and unintended discharge of an airbag.

**M. SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions** is modified as follows:

1. Under condition **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, your obligation to give us prompt notice of an “accident”, claim, “suit” or “loss” is satisfied if you or a person designated by you is notified of, or becomes aware of an “accident”, claim, “loss” or “suit” and provides notice to us as soon as practicable.
2. Condition **5. Transfer Of Rights Of Recovery Against Others To Us** does not apply if subrogation is waived prior to the "accident" or “loss” under a written contract with that person or organization.

**N. SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** is modified as follows:

1. The following is added to condition **2. Concealment, Misrepresentation or Fraud**:

We will not deny coverage under this Coverage Form based solely on your unintentional failure to disclose any existing hazards to us prior to the inception date of this policy, or any new hazards you discover during the policy term.

2. The following condition is added:

**Two Or More Coverage Forms Or Policies Issued By Us:**

If a single “accident” results in “loss” that is covered under this Coverage Form and another coverage form or policy issued by us, only the highest applicable deductible between the coverage forms will apply.

All other terms and conditions remain unchanged.



# CONTAGIOUS DISEASE EXCLUSION— BUSINESS AUTO

CA CW MG0023 0920  
POLICY #: 5000116336

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following exclusion is added to paragraph **B. Exclusions** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This insurance does not apply to any of the following:

### **Contagious Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a "contagious disease", or any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

"Contagious disease" means an infectious disease that can be transmitted through direct or indirect person to person contact, contact with an infected person's bodily discharges or contact with an object that has been touched by an infected person.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "contagious disease";
- (2) Testing for a "contagious disease";
- (3) Failure to prevent the spread of a "contagious disease"; or
- (4) Failure to report a "contagious disease" to authorities.

All other terms and conditions of this policy remain unchanged.