

**Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications –  
2025-2026 Street Tree Planting**

Resolution #2025-09-121-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposal A and Proposal B to purchase and plant balled and burlap or container grown deciduous trees and evergreen trees to the sole bidder meeting specifications, *KLM Landscape, of Armada, MI*, at unit prices contained in the bid tabulation opened August 21, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to **expire June 30, 2026**.

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

# PURCHASE ORDER

No. 2026-00000341  
DATE: 09/16/2025  
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. 177629

Vendor

KLM LANDSCAPE  
70570 POWELL  
ARMADA, MI 48005

EXPIRATION DATE  
06/30/2026  
COUNCIL RESOLUTION  
2025-09-121-J-4a

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Tree Planting Proposals A and B \$515 ea deciduous trees \$315 ea Norway Spruce \$200 ea Dawn Redwood \$215 ea Giant Arborvitae and Eastern White Pine \$260 ea Serbian Spruce NTE BUDGETED AMOUNT	180,000.0000	\$180,000.00



Entered By: Andrew Chambliss

\$180,000.00

## Special Instructions:

CITY COUNCIL AWARD DATE: 9/8/2025. Contract for in accordance with the specifications and completion date of ITB-COT 25-22. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

## TERMS & CONDITIONS

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

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

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

A handwritten signature in black ink, appearing to read "Andrew K. Chambliss", is written over a horizontal line.

Opening Date - 08/21/2025  
Date Reviewed - 08/21/2025

CITY OF TROY  
BID TABULATION  
STREET TREES

ITB-COT 25-22  
Pg 1 of 1

VENDOR NAME:	The Davey Tree Expert Company	KLM Scape and Snow LLC dba KLM Landscape
CITY:	Kent, OH	Armada, MI
CHECK AMT:	\$5,000.00	\$5,000.00
CHECK #:	92256990	2796640

**PROPOSAL: TO PROVIDE AND PLANT FOR THE CITY OF TROY BALL AND BURLAP OR CONTAINER GROWN TREES.**

**PROPOSAL A: Cost for the Purchase and Planting of 500 Ball and Burlap Trees**

Price Per Planted Tree:	\$421.77	\$515.00
<b>PROPOSAL A TOTAL COST (unit price x 500):</b>	<b>\$210,885.00</b>	<b>\$257,500.00</b>

**PROPOSAL B: Cost for the Purchase and Planting of Identified Park Trees**

	Price per Unit	Price per Unit
Picea abies – Norway Spruce	No Bid	\$315.00
Metasequoia glyptostroboides – Dawn Redwood		\$200.00
Thuja plicata – Giant Arborvitae		\$215.00
Picea omorika – Serbian Spruce		\$260.00
Pinus strobus - Eastern White Pine		\$215.00

<b>GRAND TOTAL PROPOSALS A &amp; B:</b>	<b>\$210,885.00</b>	<b>\$258,705.00</b>
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Tree Quantity Available Provided:	Y/N	Y	N
List of 9 Tree Types Provided:	Y/N	Y	Y
Contact Information Provided:	Y/N	Y	Y
Statement of Guarantee:		Not Specified	As Specified
References:	Y/N	Y	Y
Proposed Payment Schedule:		30 Days	Net 30 upon completion
Insurance Met:	Y/N	Y	Y
Delivery:		Not Specified	PDF-Copy
Exceptions:		Exceptions made to bidder's indemnity, defense and hold harmless obligations	None
Acknowledgement:	Y/N	Y	Y
Forms:	Y/N	Y	Y

**Low Bid Meeting Specifications**

**No Bid:** Marine City Nursery Co.

Attest:  
(\*Bid Opening conducted via a Zoom Meeting)  
Laura Campbell  
Andrew Chambliss  
Nellie Bert  
Dina Gates

Emily Frontera  
Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 25-22  
Page 1 of 9

The undersigned proposes to **PROVIDE AND PLANT FOR THE CITY OF TROY BALL AND BURLAP TREES FOR ONE YEAR REQUIREMENT**, in accordance with the attached specifications to be considered an integral part of this proposal at the following prices:

COMPANY NAME: KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE

**Tree Selection Specifications shall be as follows:**

- All balled and burlap deciduous trees shall be 2.5" to 3" in caliper
- All balled and burlap evergreen trees shall be 5-6' in height measuring from the ball up to one half the length of the terminal growth, or pulling up the first full whorl beneath the leader and measuring to that height
- Minimum of three (3) genera
- At least nine (9) different tree types (Genera/Species) shall be bid
- Cultivars and hybrids may be used for diversity within the nine (9) required types but shall not count as a tree type.
- Trees shall be deciduous
- Trees shall be single trunked with branching at planting, occurring at a minimum of three (3) feet above root flare
- Trees shall have a minimum mature height of 35 feet
- Trees shall be hardy to zone 5b (as per USDA Plant Hardiness Zone map)
- Trees shall have no thorns
- If trees are deciduous, only male trees will be accepted
- Large fruiting types will not be accepted
- Genotype of trees provided should be similar to that found in Lower Peninsula Michigan. Proof of origin shall be provided upon request.
- Minimum tree quantity per each tree type shall be no less than twenty (20) trees.
- City reserves the right to reject tree types for additional reasons, as deemed in the City's best interest.

The following genus **will not be accepted**: Aesculus, Ailanthus, Catalpa, Betula, Linden (excluding tomentosa 'Sterling'), Malus, Morus, Platanus (excluding x acerifolia), Populus, Salix, Sorbus, Ulmus (excluding cultivars of U. parvifolia & U. americana that are DED resistant), and Zelkova. The City shall reserve the right to add or delete from this list at its discretion.

On pages 3 and 4 of this Bid Proposal, list at least nine (9) tree types and cultivar/hybrid (if used) of each type, and quantity available of each which your company can provide.

COMPANY NAME: KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE

**PROPOSAL A:**

**COST FOR THE PURCHASE AND PLANTING OF 500 BALL AND BURLAP TREES**

Trees shall be delivered and planted as needed and as per the direction of the City Forester.

**PRICE PER PLANTED TREE**

In accordance with the specifications

\$ 515.00 Unit Price

**TOTAL COST (Unit Cost x Quantity of 500)**

\$ 257,500.00 Total Cost

**PROPOSAL B:**

**COST FOR THE PURCHASE AND PLANTING OF IDENTIFIED PARK TREES BELOW:**

All trees should be 5-6' in height

<i>Picea abies</i> – Norway Spruce	\$ 315.00	Unit Price per
<i>Metasequoia glyptostroboides</i> – Dawn Redwood	\$ 200.00	Unit Price per
<i>Thuja plicata</i> – Giant Arborvitae	\$ 215.00	Unit Price per
<i>Picea omorika</i> – Serbian Spruce	\$ 260.00	Unit Price per
<i>Pinus strobus</i> – Eastern White Pine	\$ 215.00	Unit Price per

**UNIT PRICE:** Unit prices will prevail. The City of Troy Purchasing Department will correct all extension errors.

COMPANY NAME: KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE

### **TREE SELECTION**

**Please provide the quantity currently available for each species listed below. In addition, submit a list of nine (9) additional tree species that your company is able to supply under this contract. For each additional species, include the corresponding cultivar or hybrid, if applicable, along with the quantity currently available. You may attach additional sheets if necessary.**

<b>Tree Name</b>	<b>Common Name</b>	<b>Quantity Available</b>
Ginkgo biloba 'Maidenhair'	Maidenhair Tree	50
Syringa reticulata 'Ivory Silk'	Japanese Tree Lilac	150
Tilia tomentosa 'Sterling'	Silver Linden	40
Quercus bicolor	Swamp White Oak	100
Carpinus caroliniana	American Hornbeam	50
Cercis canadensis	Eastern Redbud	40
Liriodendron tulipifera	Tulip Tree	100

Attach additional sheets if necessary.

### **FALL 2025**

	<u><b>LIST (9) NINE TREE TYPES</b></u>	<u><b>QTY</b></u>	<u><b>LIST CULTIVARS/ HYBRIDS PER TREE TYPE (if used)</b></u>
1.	Ivory Silk	100	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>
2.	Lindon	30	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>
3.	Tulip Tree	20	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>
4.	Gingko	20	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>
5.	Swamp White Oak	50	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>
6.	Eastern Red Bud	25	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>
7.	American Hornbeam	25	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>



8. Silver Linden

50

9. Maple

200

Red Pointe

Sugar

Green Mountain Sugar

**NOTE:** The Tree Selection List (above) will be tentative. **The Final Tree Selection List shall be sent to the City for final approval at least thirty (30) days prior to planting.** Trees not meeting these specifications will be rejected. Failure to provide the required tree types in accordance with the specifications, in the quantities stated, would be considered in breach of contract.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact **Mr. Dennis Trantham, Deputy Public Works Director** at (248) 524-3503 or [Dennis.Trantham@troymi.gov](mailto:Dennis.Trantham@troymi.gov).

**CONTACT INFORMATION:**

Hours of operation: 6:00 a.m. - 7:00 p.m.

24 Hr. Contact Phone No. 810-523-2192

**DELIVERY:**

All items shall be in accordance with the specifications and F.O.B. delivered freight paid to the City of Troy Parks and Recreation Garage, 4695 Rochester Road, Troy, MI 48085 or work locations within Troy city limits.

**FORTY - EIGHT (48) HOURS NOTICE WILL BE GIVEN PRIOR TO DELIVERY.**

**GUARANTEE:** Statement of your guarantee is required if other than that specified by the City.

**GUARANTEE PERIOD AND REPLACEMENTS:**

All plant material shall be guaranteed by for a period of two (2) years from the date of acceptance. Acceptable trees shall be sound, healthy, vigorous, with full crowns free of dead or dying branches and branch tips, and shall bear foliage of a normal density, size, and color.

The contractor shall replace, without cost to the City, all trees determined by the designated City of Troy representative to be unacceptable at the end of the guarantee period. Replacement shall be subject to all requirements stated in accordance with the specifications.

The City of Troy reserves the right to consider the successful bidder in default of contract if poor quality materials (not in compliance with specifications) are delivered during the course of the contract. His/her decision will be deemed in the City of Troy's best interest and will be final. If the successful bidder is considered in default of contract, the City may rescind the award, and make an award to the next low bidder or re-bid the contract.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award.

**ACCEPTANCE:**

At the completion of the project, the designated City of Troy representative shall inspect all work for acceptance upon written request of the contractor.

**COMPANY NAME:** KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE

Acceptance of plant material by the designated City of Troy representative shall be for conformance to specified size, species, cultivar, conditions, and quality, and shall not relieve the contractor of responsibility for full conformance to the contract documents.

Upon completion and approval of all repairs or corrections necessary in the judgment of the designated City of Troy representative, the Parks Department shall accept the project. The contract amount (less 10% retainer) for the project will be payable to the contractor upon acceptance of the work. The date of payment will be considered as the date of acceptance.

**COMPLETION DATE:**

All trees shall be installed while dormant. Planting operations shall be stopped when established trees in Troy of the same type being planted or when trees being planted show signs of bud swell. All trees planted after April 1<sup>st</sup> will receive a 25% reduction to the proposed unit price unless approved by the City of Troy Municipal Arborist. A written request shall be submitted by the contractor to the City stating the special conditions for variance and proposed revised date.

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and are to be used for award purposes only. The numbers stated are based on past experience and may be increased or decreased depending on the actual number of removals completed prior to the proposed tree planting and is within budget limitations.

**AWARD:**

The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications by proposal, to reject low bids which have major deviations from specifications; to accept a higher bid that has only minor deviations; to reject a bidder whose ability to provide the materials is deemed inadequate by the designated City representative(s), or in whatever manner is deemed to be in the City's best interest.

**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.

**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.

COMPANY:	City of Birmingham Fall 2020, Spring 2021, Spring 2022, Fall 2022, Spring 2023 and Spring 2024		
ADDRESS:	851 S. Eton St, Birmingham, MI 48009		
PHONE:	248-530-1700	CONTACT:	Brenda McGaughey
EMAIL:	bham@gov.org		

COMPANY:	City of Royal Oak Spring 2018 and Spring 2019		
ADDRESS:	391 Williams St, Royal Oak, MI 48067		
PHONE:	248-246-3030	CONTACT:	Joseph Murphy
EMAIL:	joem@romi.gov		

COMPANY:	City of Troy Fall 2023 Fall 2024		
ADDRESS:	500 W. Beaver Rd. Troy, MI 48084		
PHONE:	248-524-3576 or 248-524-1347	CONTACT:	Jackie Ahlstrom or Mike Guzynski
EMAIL:	jackie.ahlstrom@troymi.org or mike.guzynski@troymi.org		

COMPANY NAME: KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE



**PURCHASE ORDER:**

A Notice of Award letter will be sent by the Purchasing Department to the successful bidder(s) upon approval by the Troy City Council. The purchase order issued will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The purchase order will be released upon the City's acceptance of the specified insurance and bonds. A contract document/ agreement will not be issued.

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. The Public Works Director will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications and acceptance. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: Net 30 upon completion.

**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.

**VENDOR ASSESSMENT PROGRAM:**

The City of Troy reserves the right to evaluate and assess the performance of the awarded vendor(s) periodically throughout the progress of the project and contract. The evaluation will be conducted with the vendor during a meeting where the elements of the evaluation will be discussed providing the vendor an opportunity to review the scores and provide feedback to the City of Troy. The vendor's performance assessment information may be used by the City of Troy to help evaluate the vendor's capabilities to perform other work for the City in the future.

COMPANY NAME: KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE

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

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

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

COMPANY NAME: KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE



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

**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

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

**PROOF OF INSURANCE COVERAGE:**

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

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

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

COMPANY NAME: KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE

**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 from the date of award and continue until all acceptable trees are planted according to the specifications.

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 addendum as issued.

COMPANY KLM SCAPE AND SNOW LLC d/b/a/ KLM LANDSCAPE  
ADDRESS 70570 Powell Rd. CITY Armada STATE MI ZIP 48005  
PHONE: (586) 752-5562 FAX: (586) 336-1487

REPRESENTATIVE'S NAME Kirk Knobloch, Owner (Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

CHECK INCLUDED: Yes DELIVERY: PDF-Copy

TERMS Net 30 upon completion. GUARANTEE: AS SPECIFIED

EMAIL klm@klmlandscape.net BID CHECK# 2796640

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

**ACKNOWLEDGEMENT:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

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

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





## Legal Status of Bidder:

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

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

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

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

Kirk Knobloch, Owner

A handwritten signature in blue ink, appearing to be "Kirk Knobloch", written over a horizontal line.

Type text here



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

TO WHOM IT MAY CONCERN:

Kirk Knobloch, being duly sworn deposed, says that he/she  
(Print Full Name)

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

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or 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.

A handwritten signature in black ink, appearing to be "AJ", is written over a horizontal line.

SIGNATURE OF PERSON SUBMITTING BID

Jennifer Ann Mathieson  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this fourteenth day of August, 2025 in and for Macomb County.

My commission expires:

February 13, 2031



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

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

<b>Vendor</b>	
Legal Name	KLM Scape and Snow LLC d/b/a KLM Landscape
Street Address	70570 Powell Rd
City	Armada
State, Zip	MI 48005
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3304871

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



**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.**

KLM Landscape

Name of Agency/Company/Firm (Please Print)

Jennifer Laine Mathieson, Office Administrator

Name and title of authorized representative (Please Print)

Jennifer Laine Mathieson

Signature of authorized representative

Date August 14, 2025

☐ **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 KLM Landscape (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 KLM Landscape and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

N/A

**BIDDER:**

KLM Landscape

By: Kirk Knobloch

Its: Owner

STATE OF MICHIGAN )

)ss.

COUNTY OF Macomb )

This instrument was acknowledged before me on the 14 day of Aug., 2025,

by Jennifer Laine Mathieson  
Jennifer Laine Mathieson



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2025

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 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> Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	<b>CONTACT NAME:</b> Jordan Misze <b>PHONE (A/C, No, Ext):</b> (248)853-0930 <b>E-MAIL ADDRESS:</b> jmisze@alliedinsmgr.com <b>FAX (A/C, No):</b> (248)853-1512														
<b>INSURED</b> KLM SCAPE & SNOW, LLC DBA KLM LANDSCAPE KLM LANDSCAPE SUP 70570 POWELL RD ARMADA MI 48005-4009	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Selective Insurance</td><td>12572</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Insurance	12572	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER:**25/26 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 <input checked="" type="checkbox"/> <b>Blanket Additional Insured</b> <input checked="" type="checkbox"/> <b>WOS &amp; P&amp;NC</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2623472	1/11/2025	1/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S 2623472	1/11/2025	1/11/2026	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 type="checkbox"/> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$			S 2623472	1/11/2025	1/11/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<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 <input type="checkbox"/>	N/A	WC 9137777	1/11/2025	1/11/2026	<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
A	<b>Leased &amp; Rented</b>			S 2623472	1/11/2025	1/11/2026	Limit 200,000

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>KLM Landscape</b> 70570 Powell Armada, MI 48005	<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> Chris Beardslee/JWM
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ACORD 25 (2014/01)

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INS025 (201401)

07000695

**PNC BANK**PNC Bank, National Association  
Michigan

6-12/410

**No. 2796640****CASHIER'S CHECK**DATE AUGUST 14, 2025PAY TO THE  
ORDER OF CITY OF TORY

\$

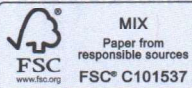
**5,000.00**FIVE THOUSAND AND 00 / 100\*\*\*\*\*

DOLLARS

Security features  
included.  
Details on back.KLM SCAPE & SNOW LLC

REMITTER

PNC Bank, National Association

  
\_\_\_\_\_  
OFFICIAL SIGNATURE **MP**

⑈02796640⑈ ⑆041000124⑆ 4011048446⑈

## ENDORSE HERE

X \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE**  
RESERVED FOR FINANCIAL INSTITUTION USE



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500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Date: September 3, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager  
Chris Wilson, Assistant 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 Sole Bidder Meeting Specifications –  
2025-2026 Street Tree Planting

### History

- The Parks Division is responsible for the maintenance of the City's urban forest. This responsibility includes making additions to the urban forest through a tree-planting program.
- The Parks Division continues to make progress on a more aggressive tree-planting program.
- The division facilitates a program that fills vacancies in the Rights-of-Way (ROW) that could support a tree while adhering to City of Troy Ordinance Chapter 28.
- Chapter 28 regulates that trees planted in the ROW should not be planted any closer than 50' of an existing tree within the ROW, no closer than 15' from any driveway approach, no closer than 3.5' of any curb, and no closer than 3' to any sidewalk.
- The Parks Division also is proposing to continue with planting more substantial trees in the ROW resulting in a request from vendors for trees with a minimum of 2.5" in diameter and a 2-year warranty from the date of planting for deciduous trees and 5-6' tall evergreen trees with a 2-year warranty from the date of planting.

### Purchasing

- On August 21, 2025 a bid opening was conducted as required by City Charter/Code for one (1) year requirements of Street Tree Planting.
- The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com//city-of-troy-mi](http://www.bidnetdirect.com//city-of-troy-mi). Eighty-nine (89) vendors were notified via the MITN website. Two (2) bid proposals and one (1) no bid response were received. Below is a summary of potential vendors for this bid opportunity:

Companies notified via MITN	89
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	21
Troy Companies that viewed the bid	0

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

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

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

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



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- After review of the bid responses, *KLM Landscape of Armada, MI* is low the bidder meeting all specifications and is being recommended for award for Proposal A and B.
- The apparent low bidder for Proposal A, Davey Tree, was not selected as they were unable to provide the requested warranty without exceptions.

### **Financial**

- Funds are budgeted and available in the General Fund under the Parks Department Local Tree Planting in the amount of \$184,630 for the 2026 Fiscal Year. Expenditures will be charged to account number 101.770.778.740.120.
- Budget history for tree planting:

	2022	2023	2024	2025	2026
Adopted	\$157,820.00	\$164,130.00	\$170,700.00	\$177,530.00	\$184,630.00
Amended	\$157,820.00	\$164,130.00	\$170,700.00	\$177,530.00	\$184,630.00
Actual	\$161,590.99	\$163,976.00	\$170,158.98	\$164,009.99	\$0

- In addition, City staff continues to apply for grants to assist in its tree-planting program.

### **Recommendation**

City Management recommends awarding a contract for Proposal A and Proposal B to purchase and plant balled and burlap or container grown deciduous trees and evergreen trees to the sole bidder meeting specifications, *KLM Landscape of Armada, MI* at unit prices contained in the bid tabulation opened August 21, 2025; not to exceed budgetary limitations.

Opening Date - 08/21/2025  
Date Reviewed - 08/21/2025

CITY OF TROY  
BID TABULATION  
STREET TREES

ITB-COT 25-22  
Pg 1 of 1

VENDOR NAME:	The Davey Tree Expert Company	KLM Scape and Snow LLC dba KLM Landscape
CITY:	Kent, OH	Armada, MI
CHECK AMT:	\$5,000.00	\$5,000.00
CHECK #:	92256990	2796640

**PROPOSAL: TO PROVIDE AND PLANT FOR THE CITY OF TROY BALL AND BURLAP OR CONTAINER GROWN TREES.**

**PROPOSAL A: Cost for the Purchase and Planting of 500 Ball and Burlap Trees**

Price Per Planted Tree:	\$421.77	\$515.00
<b>PROPOSAL A TOTAL COST (unit price x 500):</b>	<b>\$210,885.00</b>	<b>\$257,500.00</b>

**PROPOSAL B: Cost for the Purchase and Planting of Identified Park Trees**

	Price per Unit	Price per Unit
Picea abies – Norway Spruce	No Bid	\$315.00
Metasequoia glyptostroboides – Dawn Redwood		\$200.00
Thuja plicata – Giant Arborvitae		\$215.00
Picea omorika – Serbian Spruce		\$260.00
Pinus strobus - Eastern White Pine		\$215.00

<b>GRAND TOTAL PROPOSALS A &amp; B:</b>	<b>\$210,885.00</b>	<b>\$258,705.00</b>
---	---------------------	---------------------

Tree Quantity Available Provided:	Y/N	Y	N
List of 9 Tree Types Provided:	Y/N	Y	Y
Contact Information Provided:	Y/N	Y	Y
Statement of Guarantee:		Not Specified	As Specified
References:	Y/N	Y	Y
Proposed Payment Schedule:		30 Days	Net 30 upon completion
Insurance Met:	Y/N	Y	Y
Delivery:		Not Specified	PDF-Copy
Exceptions:		Exceptions made to bidder's indemnity, defense and hold harmless obligations	None
Acknowledgement:	Y/N	Y	Y
Forms:	Y/N	Y	Y

**Low Bid Meeting Specifications**

**No Bid:** Marine City Nursery Co.

Attest:  
(\*Bid Opening conducted via a Zoom Meeting)  
Laura Campbell  
Andrew Chambliss  
Nellie Bert  
Dina Gates

Emily Frontera  
Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2025

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.

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<b>PRODUCER</b> Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	<b>CONTACT NAME:</b> Jordan Misze <b>PHONE (A/C, No, Ext):</b> (248)853-0930 <b>FAX (A/C, No):</b> (248)853-1512 <b>E-MAIL ADDRESS:</b> jmisze@alliedinsmgr.com														
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**COVERAGES****CERTIFICATE NUMBER:**25/26 Master**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			S 2623472	1/11/2025	1/11/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<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 <input type="checkbox"/>	N/A	WC 9137777	1/11/2025	1/11/2026	<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
A	<b>Leased &amp; Rented</b>			S 2623472	1/11/2025	1/11/2026	Limit 200,000

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

The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof are named as additional insured on a primary and noncontributory basis with respect to the General and Auto Liability coverage, pertaining to work and/or services performed by the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Troy Purchasing Manager 500 W. Big Beaver Road Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Chris Beardslee/JWM
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ACORD 25 (2014/01)

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INS025 (201401)



# ElitePac®

## General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00 10 23

### SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"><li>• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)</li><li>• Lessors of Leased Equipment</li><li>• Managers or Lessors of Premises</li><li>• Mortgagees, Assignees and Receivers</li><li>• Any Other person or organization other than a joint venture</li><li>• Grantors of Permits</li></ul>	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23  
Page 1 of 10

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# ElitePac®

## General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00 10 23

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### COVERAGES — Amendments

##### SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### EXCLUSIONS

##### Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

##### Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

##### Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, 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 caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

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 or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **Electronic Data Liability**

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### **SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**

##### **Any Insured Amendment**

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

##### **Product Amendment**

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### **SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**

##### **Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.



B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- 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 \$1,000 a day because of time off from work.

## **SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

### **Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

### **Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

### **Blanket Additional Insureds — As Required By Contract**

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
  1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
    - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

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:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"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 by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

## **2. Other Additional Insureds**

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

### **a. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment, but 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 or organization.

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.

### **b. Managers or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

### **c. Mortgagees, Assignees or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

### **d. Any Person or Organization Other Than A Joint Venture**

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

### **e. State or Governmental Agency or Political Subdivision — Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) 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; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**B.** The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

## **Incidental Malpractice**

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

## **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments**

### **Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

### **Primary and Non-Contributory Provision**

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

### **Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

### **Liberalization**

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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



## Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

### The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

## **SECTION V — DEFINITIONS**

### **Discrimination**

(This provision does not apply in New York).

#### **A. The following is added to Definition 14. "Personal and advertising injury":**

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
  - a. The insured; or
  - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

#### **B. The following definition is added to **SECTION V — DEFINITIONS:****

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

### **Electronic Data**

The following definition is added to **SECTION V — DEFINITIONS:**

"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, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

#### **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, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

### **Employee Amendment**

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

### **Golfing Facility**

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

### **Mental Anguish Amendment**

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

### **Not-for-profit Member**

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

# PRIMARY AND NONCONTRIBUTORY — OTHER INSURANCE CONDITION

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition 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.

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# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2623472

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH  
YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS  
PROVIDED UNDER THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, 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 for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 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 applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.



- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

**WC 00 03 13**  
**WAIVER OF OUR RIGHT TO**  
**RECOVER FROM OTHERS ENDORSEMENT**

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

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ (DATE) at 12:01 A.M., standard time, forms a part of

Policy No. **WC 9137777** Endorsement No. \_\_\_\_\_ Premium (if any) \$ \_\_\_\_\_

of the

issued to \_\_\_\_\_ (NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
Authorized Representative

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

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

**Schedule**

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

**This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.**

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