CITY COUNCIL MINUTES-Draft

March 6, 2017

- J-4 Standard Purchasing Resolutions:
- a) Standard Purchasing Resolution 8: Best Value Award Upgraded Landscape Maintenance

Resolution #2017-03-036-J-4a Moved by Slater Seconded by Pennington

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract with an option to renew for two additional years for Upgraded Landscape Maintenance to the highest scoring bidder, *W.H. Canon, Inc., of Romulus Michigan,* for an estimated total annual cost of \$169,500.00, at the unit prices contained in the bid tabulation opened February 23, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which **SHALL NOT EXCEED** annual budgetary imitations; with the contract expiring December 31, 2021.

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

CITY OF TROY Parks - Municipal Grounds 4693 ROCHESTER ROAD TROY, MI 48085

BLANKET ORDER

CITY OF TROY Parks - Municipal Grounds 4693 ROCHESTER ROAD TROY, MI 48085

No. 2017-00000794 **DATE:** 03/16/2017 **PAGE:** 1 of 2 FOB DESTINATION

EXPIRATION DATE 12/31/2017 **COUNCIL RESOLUTION** 2017-03-036-J-4A

VENDOR NO. 134673

W H CANON COMPANY 36700 NORTHLINE RD ROMULUS, MI 48174

		QUANTITIES ARE ESTIMATED AND WILL B	BE ORDERED AS NEE	DED
	UNIT Year	Proposal A: Upgraded Landscape Maintenance- 2017 - Complete for the sum of \$161,450.00 All services specified run from April 1st to November 30th - 30 weeks - ADD/DELETE ACREAGE during Contract Term: Cost per ACRE: \$110.00	UNIT COST 161,450.0000	\$161,450.00
1	Lump Sum	ADDITIONAL SERVICES: Proposal A: Additional Mowings - 2017 - COST/ACRE \$75.00 - Before April 1st or after November 30th.	0.0000	\$0.00
1	Each	Proposal A: Additional Edging - 2017 - COST/ACRE \$35.00 - Before April 1st or after November 30th.	0.0000	\$0.00
1	Each	Proposal A: Additional Trimming - 2017 - COST/ACRE \$35.00 - Before April 1st or after November 30th.	0.0000	\$0.00
		Includes but is not limited to mowing, apps of fertilizers, soil amendments, herbicides, fungicides, algaecides, and pesticides, watering, pruning, weeding, deadheading, mulching, replcmt plantings, (as approved by the City of Troy), hardscape maint/cleaning and spring/fall cleanup.		
1	Year	Proposal B: Landscape Maintenance - 2017 - Complete for the sum of: \$8,050.00. Landscape Maintenance Services for three (3) gardens: The Peace Garden, Veteran's Memorial Plaza and the City Hall Atrium's.	8,050.0000	\$8,050.00
1	Year	Proposal C: Man Hour Rate - 2017 - Hourly Rate for additional work as required and directed by the City; the Hourly Rate shall be: \$35.00.	0.0000	\$0.00

Entered By: MaryBeth Murz

Special Instructions:

CERTIFICATE OF INSURANCE & ENDORSEMENT REQUIRED TO BE ON FILE: THREE YEAR CONTRACT To Provide Upgraded Landscape Maintenance Services, in accordance with the specifications for RFP-COT 17-04 at the above stated prices. (Year 1 of a 3-year Contract) CITY COUNCIL APPROVAL DATE: 3/6/2017.

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 codefendant 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.

BLANKET ORDER

CITY OF TROY

Parks - Municipal Grounds 4693 ROCHESTER ROAD

TROY, MI 48085

No. 2017-00000794 **DATE:** 03/16/2017 **PAGE:** 2 of 2

FOB DESTINATION

VENDOR NO. 134673

CITY OF TROY

TROY, MI 48085

W H CANON COMPANY 36700 NORTHLINE RD ROMULUS, MI 48174

Parks - Municipal Grounds

4693 ROCHESTER ROAD

EXPIRATION DATE 12/31/2017 COUNCIL RESOLUTION 2017-03-036-J-4A

•		QUANTITIES ARE ESTIMATED AND WILL	BE ORDERED AS N	FEDED
QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
QUANTITY 1	Each Each	DESCRIPTION Additional Information: TERMS: Net 30 - In accordance with your request for proposal opened 2/23/2017 and approved by Troy City Council on Monday, March 6, 2017. Your bid surety check # 390411 in the amount of \$15,000.00 is on deposit and will be returned to you upon successful completion of all the contract requirements. Cash Receipt #2014-00033038 - THIS IS THE COMPLETE AND FINAL AGREEMENT BETWEEN THE PARTIES. Contact: Kurt Bovensiep to begin work: 248 524-3489.	0.0000 0.0000	\$0.00 \$0.00
Special Instru	otions:	Entered By: MaryBeth Murz		\$169,500.00

CERTIFICATE OF INSURANCE & ENDORSEMENT REQUIRED TO BE ON FILE: THREE YEAR CONTRACT To Provide Upgraded Landscape Maintenance Services, in accordance with the specifications for RFP-COT 17-04 at the above stated prices. (Year 1 of a 3-year Contract) CITY COUNCIL APPROVAL DATE: 3/6/2017.

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- 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.

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CITY COUNCIL AGENDA ITEM

Date:

February 23, 2017

To:

Brian Kischnick, City Manager

From:

MaryBeth Murz, Purchasing Manager

Kurt Bovensiep, Public Works Director

Subject:

Standard Purchasing Resolution 8: Best Value Award – Upgraded Landscape

Maintenance

The Parks Division is responsible for the maintenance of the City's medians and municipal property, which includes the Civic Center Complex and the medians along the Troy Downtown Development Authority (TDDA). This responsibility includes maintaining the turf through cutting, weed control, and fertilizing along with maintaining the landscape beds through mulching, trimming trees and shrubs, and weeding. Image is a very important consideration when improving the economic status of the corridor, which also is why the city provides a higher level of maintenance to this area when compared to other non-irrigated medians and municipal facilities throughout the City.

Because it has become difficult to predict how local weather patterns may influence the growth of landscape; the City of Troy issued a Request for Proposals for Upgraded Landscape Maintenance to be awarded as a performance-based contract. A performance-based contract ensures the awarded contractor shall be 100% contract compliant by including and imposing financial penalties to the contractor if specific contracted maintenance requirements are not met. The proposals were rated on specific factors; such as company expertise and professionalism, achievement awards, certifications, specific types of equipment, pricing and professional references from other comparable municipalities.

The Current contract expired December 31, 2016 and was successfully completed by W.H. Canon Inc. for an annual cost of \$122,000.

On February 23, 2017, a bid opening was conducted as required by City Charter and Code for Upgrade Landscape Maintenance. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info and was sent to the Troy Chamber of Commerce. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for both bid opportunities:



CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	576
Troy Companies notified via MITN	14
Troy Companies - Active email Notification	13
Troy Companies - Active Free	1
Companies that viewed the bid	57
Troy Companies that viewed the bid	4

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After reviewing the bid proposals, W.H. Canon, Inc., of Romulus MI, was the only vendor to meet all specifications and is being recommended as the best value award for the City to provide Upgraded Landscaping Maintenance Services at unit pricing as detailed in the attached bid tabulation.

Financial

Funds are available in the Parks Division Operating Budget. The funds expensed for the medians on Big Beaver and other areas associated with the Troy Downtown Development Authority (TDDA) are eligible for reimbursement from the Tax Increment Financing (TIF).

Recommen<u>dation</u>

City management recommends awarding a contract for providing Upgraded Landscape Maintenance to; W.H. Canon, Inc., of Romulus Michigan, as per unit bid pricing; for an estimated total cost of \$169,500.00 per year; 3 yr. revewal

12.31.2021

Cartilications not to exceed budgetary limitations at prices contained in the bid tabulation opened February 23, 2017. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

G:\drive: Bid Award 17-18 Award Standard Purchasing Resolution 8 - Upgraded Landscape Maintenance

2019

\$8,050.00

2018

Blank

Net 30

Y

Y

\$8,050.00

2017

New2

\$6,500.00

2019

Opening Date -- 2/23/02017

CITY OF TROY **BID TABULATION** UPGRADED LANDSCAPE MAINTENA

Date Reviewed -- 3/1/2017 WH Cannon Green Meadows Lawnscape VENDOR NAME: Romulus, MI Rochestser Hills, MI On file 27674955 Check # N/A \$15,000.00 Check Amount PROPOSAL: Proposal A and B includes but is not limited to mowing, application of fertilizers, soil amendments, herbicides, fungicides, algaecides, and pesticides, watering, pruning, weeding, deadheading, mulching, replacement plantings (as approved by the City of Troy), hardscape maintenance/cleaning, spring/fall cleanup, and irrigation maintenance. 2019 2018 2017 2018 PROPOSAL A: LANDSCAPE MAINTENANCE SERVICES 2017 IN ACCORDANCE WITH THE SPECIFICATIONS \$161,450.00 \$161,450.00 \$161,450.00 \$119,500.00 \$119,500.00 \$119,500.00 COMPLETE FOR THE SUM OF: \$110.00 \$110.00 \$110.00 \$50.00 \$50.00 \$50.00 COST PER ACRE: To add or delete acreage during the contract term. 2019 2018 2017 2019 2017 2018 ADDITIONAL SERVICES: Cost per Acre Before April 1st or after November 30th. \$75.00 \$75.00 \$75.00 \$50.00 \$50.00 \$50.00 \$35.00 **Additional Mowing:** \$35.00 \$35.00 \$30.00 \$30.00 \$30.00 \$35.00 Additional Edging: \$35.00 \$35.00 \$30.00 \$30.00 \$30.00 **Additional Trimming:** 2019 2018 2017 2019 PROPOSAL B: LANDSCAPE MAINTENANCE SERVICES IN 2018 2017 ACCORDANCE WITH THE SPECIFICATIONS; For three (3) gardens: The Peace Garden, Veteran's Memorial Plaza and the City Hall Atriums. \$8,050.00

PROPOSAL C: Hourly Rate for additional work as required and directed by the City. \$169,500.00 \$169,500.00 \$169,500.00 \$126,000.00 \$126,000.00 \$126,000.00 **ESTIMATED GRAND TOTAL:** QUESTIONAIRE:

\$6,500.00

2017

Y/N

Y/N

Y/N

Y/N

Y/N

Y/N

\$6,500.00

2018

Υ

Blank

Net 30

Y

Υ

INSURANCE: SITE INSPECTION:

COMPLETE FOR THE SUM OF:

Company visited locations on: Company did not visit locations:

SIGNATURE PAGE:

PAYMENT TERMS:

EXCEPTIONS:

DESCRIPTIVE LITERATURE ENCLOSED:

REFERENCES:

ACKNOWLEDGEMENT: Signed

Forms (5)

ATTEST: Sue Reisterer Ashley Levin Enna Bachelor Mary Beth Murz, Purchasing Manager

STANDARD PURCHASING RESOLUTION 8 – Best Value Award – Upgraded Landscape Maintenance

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract with an option to renew for two additional years for Upgraded Landscape Maintenance to the highest scoring bidder, W.H. Canon, Inc., of Romulus Michigan for an estimated total annual cost of \$169,500.00, at the unit prices contained in the bid tabulation opened February 23, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary imitations; with the contract expiring December 31, 2021.

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

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Request for Qualifications and Proposal Upgraded Landscape Maintenance Page 16 of 33

PROPOSAL PRICING, TERMS, AND CONDITIONS

The purpose of this Request for Proposal is to contract for **Upgraded Landscape Maintenance Services**. The successful company will provide Three (3) Year Requirements of Landscape Maintenance Services with Two (2) One-Year Options to Renew in accordance with the specifications that are attached hereto and are to be considered an integral part of the proposal at the following prices:

COMPANY NAME: WH Canon, Inc.

PROPOSAL: UPGRADED LANDSCAPE MAINTENANCE SERVICES

PROPOSAL A and B: All UPGRADED LANDSCAPE MAINTENANCE SERVICES specified from April 1st to November 30th.

Proposal A and B includes but is not limited to mowing, application of fertilizers, soil amendments, herbicides, fungicides, algaecides, and pesticides, watering, pruning, weeding, deadheading, mulching, replacement plantings (as approved by the City of Troy), loose trash removal, leaf removal, hardscape repair (as approved by the City of

Troy), hardscape maintenance/cleaning, spring/fall cleanup.

Troy), hardscape maintenance/cleaning, spring/fall PROPOSAL A: LANDSCAPE MAINTENANCE SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS	2017	2018	2019
COMPLETE FOR THE SUM OF:	\$ 161,450	\$ 161,450	\$ 161,450
COST PER ACRE: To add or delete acreage during the contract term	\$ 110.00	\$ 110.00	\$ 110.00
ADDITIONAL SERVICES:	Cost per Acre 2017	Cost per Acre 2018	Cost per Acre 2019
Additional Mowings: Before April 1 st or after November 30 th	\$ 75.00	\$ 75.00	\$ 75.00
Additional Edging: Before April 1 st or after November 30 th	\$ 35.00/hr	\$ 35.00/hr	\$ 35.00/hr
Additional Trimming:	\$ 35.00/hr	\$ 35.00/hr	\$ 35.00/hr

PROPOSAL B: LANDSCAPE MAINTENANCE SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS For three (3) gardens: The Peace Garden, Veteran's Memorial Plaza, and the City Hall Atriums.	2017	2018	2019
COMPLETE FOR THE SUM OF:	\$ 8,050	\$ 8,050	\$ 8,050

PROPOSAL C: Hourly Rate for additional Work as Required by the City	2017	2018	2019
	Per Man Hour	Per Man Hour	Per Man Hour
	35.00	35,00	35.00



Request for Qualifications and Proposal Upgraded Landscape Maintenance Page 7 of 33

VENDOR QUESTIONNAIRE

E: Febru	uary 21, 20 Month/Dat									
IPANY NA	ME: WH	Canon, I	nc.							
ABLISHED	: <u>March</u>	<u>10</u> 19_9	<u>3</u> / 20	_STATE	<u>MI</u>					
E OF ORG	<u>c</u> . <u>Cor</u> d. Joir									
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approp Has your o Bankrupto OYES	oriately for ic	dentification	า. ed bankrı	iptcy or v		d to reorg				
approp Has your o	oriately for ic company e cy Code:	dentification	n. ed bankru WHEN	uptcy or v	vas force	d to reorg	anize u	nder Ch	apter 11 (
approp	oriately for ic company e cy Code:	ver declar	n. ed bankru WHEN	uptcy or v	vas force	d to reorg	anize u	nder Ch	apter 11 (of the



Request for Qualifications and Proposal Upgraded Landscape Maintenance – Vendor Questionnaire (continued) Page 8 of 33

3.	Landscape	Maintenance	for	Municipal	clients:
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EXPLAIN THE SCOPE OF WORK COMPLETED FOR MUNICIPAL CLIENTS	

HAS YOUR COMPANY DONE ANY WORK FOR ANY MUNICIPALITY IN THE METRO DETROIT AREA? PLEASE DESCRIBE THE SCOPE OF WORK DONE.

	YES ONO Full service grounds maintenance for following municipalities: City of Romulus (11 years), Ypsilanti DDA (11 years), City of Dearborn (15 years), Clinton Township DDA (4 years), Southfield DDA (5 yea Washtenaw County (4 years), City of Wayne (12 years), City of Westland (6 years), Canton DDA (4 years)
•	
	to an american and working with public sector clients
	Please give examples of your experiences working with public sector clients. City of Dearborn - complete landscape maintenance services
	City of Romulus - complete landscape maintenance services
	City of Warran wagetation control
	City of Wayne - vegetation control City of Romulus - complete landscape maintenance services Ypsilanti DDA - complete landscape maintenance services
	Ypsilanti DDA - complete landscape maintenance services
	Courth Gold DDA complete landscape maintenance services
	City of Westland - complete landscape maintenance services
	perpendes. List PIJRI IC SECTOR Clients for whom you have performed Landscape Maintenance
	Services. Include contact information and number of years under contract.
	Public Entity Address Contact Name Phone Number E-Mail # of Years City of Dearborn / 13750 Michigan Ave., Dearborn / Michael Bewick / 313-319-8989 /
	mbewick5668@yahoo.com / 15 years City of Romulus / 11111 Wayne Rd., Romulus / Tim Keyes / 734-955-4321 / tim.keyes@ci.romulus.mi.
	11 years 12 14 16 16 17 17 17 17 17 17 17 17 17 17 17 17 17
	11 years City of Southfield / 18000 W. Nine Mile Rd., Ste. 320, Southfield / Al Aceves / 248-796-5192 /
	aaceves@cityofsouthfield.com / 5 years
	USE OF SUBCONTRACTORS: Please be aware that certain staff positions are required in order to be
	awarded this contract.
•	
	TO PROVIDE ALL THE SERVICES LISTED IN THE SPECIFICATIONS WOULD SUBCONTRACTORS HANDLE ANY SERVICES?
	Oyes Ono
	IF YES, EXPLAIN WHICH SERVICES. IF SUBCONTRACTORS WILL BE USED, INCLUDE THEIR RESUMES, STATING
	EXPERIENCE AND QUALIFICATIONS. PLEASE ALSO INCLUDE YOUR COMPANY'S EXPERIENCE WORKING WITH THESE
	PROFESSIONALS.
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Request for Qualifications and Proposal Upgraded Landscape Maintenance – Vendor Questionnaire (continued) Page 9 of 33

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7.	REFERENCES – CONTRACTED LANDSCAPE MAINTENANCE WORK: Please list at least three (3) clients whom you have performed Landscape Maintenance work that would be similar in scope to a public sector client. Contact names, years under contract, and the listed information are to be provided.
	Entity Name Address Contact Name Phone Number E-Mail # of Years Guardian Industries / 2300 Harmon Rd., Auburn Hills / Kane Wilson / (248)340-2242 /
	kwilson@guardian.com / 18 years CBRF / 400 Renaissance Center, Ste. 300, Detroit / Jessica Kreider / (313)568-5655 /
	jessica.kreider@chre.com / 8 years Hines / 2 Woodward Ave., Suite 1316, Detroit / Michael Kennedy / (313)309-2314 /
	mike_kennedy@hines.com / 11 years
8.	REFERENCES-LANDSCAPE INSTALLATION: Please list at least three (3) clients whom you have performed Landscape installation work. Contact names and the listed information are to be provided.
	Entity Name Address Contact Name Phone Number E-Mail Walbridge / 777 Woodward Ave., Suite 300, Detroit / Mike Haller / 313-963-8000 / mhaller@walbridge.com
	Braun Construction Group / 39395 W. 12 Mile Rd., Farmington Hills / Steve Braun / 248-848-0567 / sbraun@brauncg.com
	SmithGroup JJR / 201 Depot St., Ann Arbor / Hank Byma / 734-662-4457 / hank.byma@smithgroupjjr.com
	involved in from the clients lists stated above. See attached
10	. Please list the landscape maintenance equipment that your company owns and would be required for this contract. Additional sheets attached and marked <u>Exhibit A</u> for identification. See attached Exhibit A
11	. Project Manager: Would your company be able to provide a single project manager for all sites?
	Øyes Ono
	Name: Alan Cartwright Title: Project Manager
	CREDENTIALS: (Please List) Alan has been with WH Canon for 10 years. He graduated from Ferris State University with a Bachelor's Degree in Business Administratio and Associate's Degree in Ornamental Horticulture. Alan is a Certified Arborist, a Certified Green Industry Professional and Certified Pesticide Applicator in categories 3A, 3B & 6. He also has an OSHA 30 hour construction safety certification.
	COMPANY NAME: WH Canon, Inc.



Request for Qualifications and Proposal Upgraded Landscape Maintenance – Vendor Questionnaire (continued) Page 10 of 33

COMPANY NAME: WH Canon, Inc.

12. PERSONNEL OF THE FIRM WHO WOULD BE ASSIGNED TO THE CITY OF TROY ACCOUNT

Please provide resumes, copies of certifications, degrees, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to the City of Troy account.

Please be aware that the following staff positions are required in order to be awarded this contract.

Please be aware that the following staff positions are required in order to be awarded this contract				
TITLE	NAME	SPECIALTY/ DEGREE/ CERTIFICATION	EXPERIENCE (YEARS)	
Licensed: Business Pesticide Applicator	WH Canon, Inc. / Pesti	cide & Plant Management / 3A, 3B, 5 & 6 /	24 years	
Certified: Applicator - Turf Grass	Alan Cartwright / State	e of MI Turfgrass Management 3A / 10 yea	rs	
Certified: Applicator – Ornamentals	Alan Cartwright / State	e of MI Ornamental Management 3B / 10 y	ears	
Certified: Applicator - Right-Of-Ways	Alan Cartwright / Stat	e of MI Right-of-Way 6 / 10 years		
Certified: Irrigation Technician	Jim Higginbothim / C	ertified Irrigation Technician		
Certified: Landscape Professional (CLP)	Alan Cartwright / 10	years		
Certified: Ornamental Landscape Professional (COLP)	Brian McDonald / 29 y	rears in landscape industry		
Certified: Turfgrass Professional – Cool Season Lawns (CTP-CSL)	Alan Cartwright / 10 y	ears in landscape industry		
Certified: Water Conservation Manager – Landscape (CWCM-L)	Alan Cartwright / 10 y	ears in landscape industry		
Certified: Landscape Technician (CLT)	Chad Poole / 2 years			
Certified: Arborist	Alan Cartwright / ISA	Certified Arborist		
OPTIONAL: State Registered: Landscape Architect:	Kim Ennett / Registere			
ote: Please identify all resumes, the titles listed above.	copies of certifications a	nd licenses, etc. submitted for individuals ir	n this section with one	



Request for Qualifications and Proposal
Upgraded Landscape Maintenance – Vendor Questionnaire (continued)
Page 11 of 33

	RESPONSE TIME:					
	What is the response time that your company can provide for a service call or problem?					
	_1 Hour(s)		In person - complaint / damage			
	_1Hour(s)		In person - service request			
	.25 Hour(s)	Type of Response:	telephone - immediate			
14.	COMMUNICATION EQUIPMENT					
	Is your contact person provided w	ith a cellular phone, pa	ager, etc?			
	Cellular Phone Pager Other	OYES O	NO #_734-732-1742 NO # NO # NO acartwright@whcanon.com			
15	Are your company's employees uniformed? Are your company's employees uniformed? Forest green full length pants Laborers - safety flourescent yellow shirt with logo + safety vest as applicable Foreman - grey collared shirt with logo + safety vest as applicable Work boots					
16	16. CONFLICT RESOLUTION SKILLS: Briefly summarize any experience individuals who would be assigned to our account have had in CONFLICT RESOLUTION. Also, please detail how your representative would handle the following scenario:					
	One of your employees has splattered a resident's car with hydromulch. The resident is extremely angry. How would your people handle this situation?					
	Experience/ Skills: Safe 2 Work National Standards Program					
	Scenario: Contact manager and inform him / her of the situation. Personally meet with the resident immediately and identify problem. Make resolution and restitution. Continue employee training to reduce future issues. Document problem.					
	COMPANY NAME: WH Canon, Inc.					



Request for Qualifications and Proposal
Upgraded Landscape Maintenance – Vendor Questionnaire (continued)
Page 12 of 33

COMPANY NAME: WH Canon, Inc.

17.	PROOF OF QUALITY Please provide proof of the quality of work your company provides. This can include special contracts awarded based on expertise, awards won by your company in the landscape maintenance field, or any other item that is relevant.		
	ITEM TITLE DESCRIPTION Please see attached titled 'Awards'		
	· · · · · · · · · · · · · · · · · · ·		
18.	ADDED VALUE Please provide any "Added Value" information about your company that separates you from your competition. This can include special equipment that would be available to your employees for use at City locations, specially trained personnel, etc. Please be as specific in describing these items as possible.		
	ITEM TITLE DESCRIPTION Please see attached titled 'Added Value'		
19.	List all contract commitments your firm has been engaged to perform for 2014/2015. Give organization name, name of contract and value of contract.		
	ORGANIZATION CONTRACT VALUE Please see attached titled 'WH Canon Backlog'		



Request for Qualifications and Proposal Upgraded Landscape Maintenance – Vendor Questionnaire (continued) Page 13 of 33

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:				
Signature of Authoriz	zed Firm Representative: Junicia Assen			
Representative's Na	me: Patricia Canon (print)			
Company Name:	WH Canon, Inc.			
Address: 36700 Nor	thline Rd., Romulus, MI 48174			
Phone Number:	734-941-3900			
Fax Number:	734-941-5609			
E-mail:	Andrea Canon - acanon@whcanon.com			
Date:	February 21, 2017			



Request for Qualifications and Proposal Upgraded Landscape Maintenance Page 14 of 33

COMPANY NAME: WH Canon, Inc.

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.

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 admitte to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the Cit 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.
<u>WORKERS' COMPENSATION INSURANCE</u> , including Employers' Liability Coverage, in accordance with all applicab statutes of the State of Michigan.
COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less that \$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 (XC Exclusions, if applicable.
AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000. per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all own vehicles, all non-owned vehicles, and all hired vehicles.

Request for Qualifications and Proposal Upgraded Landscape Maintenance Page 15 of 33

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: WH Canon, Inc.	COMPANY NAME:	WH Canon, Inc.		
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Request for Qualifications and Proposal Upgraded Landscape Maintenance - Proposal (continued) Page 17 of 33

PROPOSAL PRICING, TERMS, AND CONDITIONS - continued

NOTE: The City of Troy reserves the right to add or delete any acreage, or call-outs as deemed necessary at the City's option.

IMPORTANT: For Proposals A and C; the Complete Sum Amount proposed will be paid in eight (8) equal monthly payments during the months of April – November or an alternate payment schedule approved by the City of Troy.

UNIT PRICES:

Unit prices prevail. The City of Troy will correct mathematical errors discovered in your proposal submission.

SITE INSPECTION:

Bidders are invited to examine the proposed work sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make site inspection(s), that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Please contact Kurt Bovensiep Public Works Director at (248) 524-3489 between the hours of 8:00 am - 4:00 pm, Monday through Friday or k.bovensiep@troymi.gov .

(}	() Our company visited the locations on
() Our company did not visit the sites.

SIGNATURE:

Each authorized representative of the company must sign the proposal with their usual signature and shall give their full business address. Proposals submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter.

RETAIN PROPOSALS:

The City reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFQ/RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the City of Troy and the company selected.

LAWS:

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.

COMPANY NAME:	WH Canon, Inc.	



Request for Qualifications and Proposal Upgraded Landscape Maintenance - Proposal (continued) Page 18 of 33

PROPOSAL PRICING, TERMS, AND CONDITIONS - continued

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Kurt Bovensiep, Public Works Director, at (248) 524-3489 or k.bovensiep@troymi.gov.

AWARD OF CONTRACT:

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the RFQ / RFP, adherence to minimum qualifications, interviews if conducted, evaluation of the pricing section of the proposal, professional competence, references similar in nature and quality to the City of Troy contract, and the correlation of the proposal submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

The City of Troy reserves the right to award to the company providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal to the most effective total package which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; to accept any or all of additional pricing proposed, whatever is deemed to be in the City's best interest.

DOWN PAYMENTS OR PRE-PAYMENTS:

All proposals submitted with terms or any provisions in the proposal, which requires a down payment or prepayment of any kind will not be considered for an award. The designated City representative will make payment approval of all items upon acceptance of the work being invoiced.

FORMS:

Bidders should complete the legal status of bidder and Non-Collusion forms and return with your proposal documents.

PURCHASE ORDER:

After the Troy City Council has approved the recommendation and all specified contract documents have been received and accepted, the successful bidder will receive a purchase order issued from the City of Troy which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications.

SUB-CONTRACTORS:

No portion of the proposal submitted may be subcontracted by the successful bidder without the prior written approval of the City except in those instances that are noted in the specifications.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract without penalty upon 7 days written notice due to poor performance or for any reason deemed to be in its best interest. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award or re-bid the contract in whatever manner is deemed to be its best interest.

RIGHT TO REQUEST ADDITIONAL INFORMATION:

The City reserves the right to request any additional information it deems necessary from any bidder responding to this RFQ / RFP after the documents have been received.

COMPANY NAME:	WH Canon, Inc.	
COMM / WAT TO WITE		



Request for Qualifications and Proposal Upgraded Landscape Maintenance – Proposal (continued) Page 19 of 33

PROPOSAL PRICING, TERMS, AND CONDITIONS - continued

INVOICE AND PAYMENTS:

The successful bidder will provide the Parks Division numbered invoices on a monthly basis. The invoices shall include: dates of service, type of service, location of service and purchase order number. The City of Troy reserves the right to select the invoicing option deemed to be in its best interest at the time of implementation of the program. No additional costs will be incurred for the invoicing option selected. The City of Troy designated representative will have final approval for the format of the invoices to be submitted. If invoices are submitted that are not as approved, the City reserves the right to have the invoices re-issued in order to accommodate the City's accounting requirements.

Termination of service will be unacceptable for non-payment of a bill without the successful bidder contacting the designated City representative to resolve the problem. The City will have 45 days to resolve any billing problem from written notice of the termination of service.

PROPOSAL DEPOSIT AND FORFEITURE:

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

QUALIFICATIONS OF BIDDERS:

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Troy that it has the necessary facilities, abilities, and financial resources to provide the services specified herein. The bidder may also be required to give a past history in order to satisfy the City of Troy in regard to the bidder's qualifications. The City of Troy may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Troy all information for this purpose that may be requested.

COMPANY NAME: WH Canon, Inc.



U.S. FUNDS:

Request for Qualifications and Proposal Upgraded Landscape Maintenance - Proposal (continued) Page 20 of 33

SIGNATURE PAGE

PRICES

Price shall remain firm through proposal award except the successful bidder whose prices shall remain firm through successful completion of all specified requirements for this project. The contract period shall commence on the date of award and continue for three (3) calendar years until December 31, 2016. The contract may be extended by two - one-year options to renew the contract under the same terms and conditions based upon mutual consent of both parties within 90 days of contract termination. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.

The City can accept a change in pricing at the beginning of the first option year and each year thereafter to be the lessor of 2% or the difference in the Consumer Price Index between the current year (as close to 12 months as possible) and previous year as calculated on the CPI Inflation Calculator available on the Bureau of Labor Statistics website www.bls.gov/cpi/home.htm. The CPI Inflation Calculator uses the average Consumer Price Index for a given year. This data represents changes in prices of all goods and services purchased for consumption by urban households. For the current year, the latest month index value is used.

burchased for consumption by urban households. For the boar and your, the lates may
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Palicia (and)
NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this offer and is in receipt of all addendum as issued.
TAX ID:38-3102661
COMPANYWH Canon, Inc.
ADDRESS 36700 Northline Rd. CITY Romulus STATE MI ZIP 48174
TELEPHONE NUMBER (734) 941-3900 FAX NUMBER (734) 941-5609
REPRESENTATIVE'S NAMEPatricia Canon(Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
PAYMENT TERMS: Net 30 EMAIL: Andrea Canon acanon@whcanon.com
COMPLETION: AS SPECIFIED CHECK#: Previously held check #390411 dated 2/24/2014
EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from City specifications and this proposal must be stated below. The reason(s) for the exception, substitution, and/or deviation are an integral part of this proposal offer: N/A
ACKNOWLEDGEMENT: I, Patricia Canon , certify that I have read the Instructions to Bidders (3 Pages) and that the proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info 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 SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.
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.

PRICES QUOTED SHALL BE IN U.S. CURRENCY.



Legal Status of Bidder:

A corporation duly organized and doing business under the laws of the State of <u>Michigan</u> for whom <u>Patricia Canon</u> , bearing the office title of <u>Owner</u> whose signature is affixed to this proposal, is duly authorized to execute contracts.	
A partnership, all members of which, with addresses, is:	
<u> </u>	



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCE	RN:
Patricia Canon	, being duly sworn deposed, says that he/she
(Print Full Name)	
is Owner (State Official Capacity in Fi	The party making the foregoing proposal or bid,
directly or indirectly, with a manner directly or indirectly fix the bid price or affiant of any other hidder.	d not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, any bidder or person, to put in a sham bid or to refrain from bidding and has not in any y sought by agreement or collusion, or communication or conference, with any person to or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or it to secure the advantage against the City of Troy or any person interested in the at all statements contained in said proposal or bid are true. Submitting BID
NOTARY'S SIGNATURE Subscribed and sworn to Wayne Coun	pefore me this
My commission expires:	DONNA JO RUPERT Notary Public, State of Michigan County Of Monroe My Commission Expires 09-12-2023 Acting in the County of Wayne



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. [X] I am able to certify to the above statements.

WH Canon, Inc.	
Name of Agency/Company/Firm (Please Print)	
Patricia Canon, Owner	
Name and title of authorized representative (Please Print)	
Withelier Canan	2/21/2017
Signature of authorized representative	Date

[] I am unable to certify to the above statements. Attached is my explanation.

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



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	WH Canon, Inc.
Street Address	36700 Northline Rd.
City	Romulus
State, Zip	MI 48174
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3102661

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.

litricia Canan
Signature of Vendor's Authorized Agent:
Drinted Name of Vondor's Authorized Agent: Patricia Canon
Printed Name of Vendor's Authorized Agent: Patricia Canon
$A \cap A \cap$
Witness Signature:
Printed Name of Witness: Andrea Canon
Fillited Name of Whiteson
G:\ BidLanguage_IranLinkedBusiness



RFP 17-04 Upgraded Landscape Maintenance

Extension of #12 from Vendor Questionnaire

- WH Canon Company Pesticide Application Business License
 - License No. 820099
 - Licensed in 3A, 3B, 5 & 6
 - See attached copy
- Employees certified:
 - Brian McDonald, ISA Certified Arborist, Certified Pesticide Applicator Trainer, Commercial Pesticide Applicator in categories 3A, 3B, 5 & 6
 - Chad Poole, Certified Landscape Technician, Commercial Pesticide Applicator in categories 3A, 3B & 6
 - Alan Cartwright, ISA Certified Arborist, OSHA 30 Hour Safety Training & Certified Pesticide Applicator in 3A, 3B, 5 & 6
 - Andrew Buell, Certified Landscape Technician & OSHA 30 Hour Safety Training
 - Timothy Diaz, Certified Landscape Technician, Electrical Hazard Awareness & OSHA
 30 Hour Safety Training
 - Brandon Krueger, Certified Landscape Technician
 - Tim McAlister, Certified Landscape Technician, Commercial Pesticide Applicator in categories 3B & 5
 - Steve Udell, ISA Certified Arborist, Commercial Pesticide Applicator in categories 3A,
 3B & 6, Electrical Hazard Awareness, Certified Landscape Technician & OSHA 30
 Hour Safety Training
 - John Babij, Commercial Pesticide Applicator in categories 3A & 6
 - Jose M. Navarro, Commercial Pesticide Applicator in category 3A
 - Dustin White, Commercial Pesticide Applicator in categories 3A, 3B & 6
 - Amy Brown, Commercial Pesticide Applicator in category 6
 - Katie Bickerstaff, Commercial Pesticide Applicator in category 6
 - David Harrison, Commercial Pesticide Applicator in category 6
 - Jayson Ball, Commercial Pesticide Applicator in category 6
 - Stacy Dickinson, Commercial Pesticide Applicator in category 6
 - Cesar Aquino, OSHA 30 Hour Safety Training
 - Adam Russeau, OSHA 30 Hour Safety Training
 - Kim Ennett, Registered Landscape Architect



Page 9, #9

Landscape Maintenance Work

- 1. Guardian Industries
 - Complete maintenance services for the Guardian Industries World Headquarters.
- 2. Hines
 - Complete maintenance services and annual flower installations for the Coleman A. Young Municipal Center and annual flower installations, planter maintenance and snow removal services for Compuware Headquarters.
- 3. CBRE
 - Complete maintenance services for the GM Renaissance Center in Detroit.

Landscape Construction Work

- 1. Walbridge WHC has worked with Walbridge for 24 years. A few project examples include:
 - o Greenfield Village Restoration, Dearborn
 - o Ford Rouge, Dearborn
 - o DTE Energy, Detroit
 - o Henry Ford Community College, Dearborn
 - o Monroe County Community College
 - Oakwood Heritage Surgical Expansion
- 2. Braun Construction Group A few project examples include:
 - 13 UAW/Ford Family Service & Learning Centers located throughout the Midwest
 - Detroit Riverwalk
 - Waterford Mott High School
 - Waterford Kettering Pierce
 - o Clarenceville School
 - o Henry Ford Village Building Repair
 - Oakland University Lower Athletic Field
 - o Detroit/Wayne County Port Authority
 - Regency at Bluff's Park
 - Wayne State University State Hall
- 3. SmithGroup JJR WHC has worked alongside JJR for 24 years. A few projects include:
 - Crosswinds Marsh
 - o Fisher Houses for the Fisher Foundation (Texas & Virginia)
 - o Milliken State Park
 - o Belle Isle
 - Detroit Public Safety Headquarters
 - Ann Arbor City Apartments
 - Design Dome at GM Warren Tech Center
 - o Clarksville Marina & South Liberty Park, Clarksville, TN
 - Upcoming Little Caesar's Arena, Detroit

WHCanon Landscape Company

Awards

Company Awards

Landscape Management

- 2004 50 Biggest Firms by Revenue
- 2007 Top 100 Companies in the Industry

Landscape Architecture Awards

American Society of Landscape Architects, Michigan Chapter (ASLA)

2003 Honor Award – Ford Rouge Center Master Plan

Landscape Maintenance Awards

Michigan Green Industry Association (MGIA)

- 2016 Gold Award Traver Village Mall
- 2016 Gold Award Bridgewater
- 2016 Silver Award Twelve Oaks Mall
- 2015 Silver Award Wellesley Gardens
- 2015 Silver Award City of Westland New City Hall
- 2013 Gold Award GM Renaissance Center
- 2012 Gold Award Coleman A. Young Municipal Center
- 2012 Gold Award 777 Eisenhower
- 2012 Gold Award Bloomfield Hills Residence
- 2011 Gold Award Depot Street Office Building
- 2010 Gold Award Federal Reserve Bank of Chicago Detroit Branch
- 2009 Gold Award Brewery Park
- 2009 Gold Award College For Creative Studies
- 2008 Gold Award Ford Rouge Center and Miller Road
- 2008 Silver Award UAW-GM Center for Human Resources
- 2008 Silver Award The Detroit International Riverfront
- 2008 Silver Award MGM Grand Detroit Hotel and Casino
- 2008 Silver Award Campus Martius
- 2007 Gold Award Northville Residence
- 2005 Gold Award Ann Arbor Township Property
- 2003 Silver Award Guardian Industries World Headquarters

Michigan Nursery and Landscape Association (MNLA)

- 2008 Honorable Mention MGM Grand Detroit Hotel and Casino
- 2007 Grand Award Northville Residence

PLANET, ALCA

- 2009 Merit Award DTE Energy Detroit Campus
- 2004 Grand Award The Henry Ford Greenfield Village
- 2003 Grand Award Ford Rouge Center and Miller Road



<u>Landscape Maintenance Awards</u>

Michigan Green Industry Association (MGIA)

- 2016 Gold Award Midtown Dog Park
- 2015 Outstanding Water Feature Northville Park Place
- 2015 Silver Award Ann Arbor Residence
- 2013 Gold Award Ann Arbor Residence
- 2013 Silver Award Valassis World Headquarters
- 2012 Gold Award Bloomfield Hills Residence
- 2011 Gold Award William Davidson Memorial Garden
- 2011 Silver Award Green Road Patio
- 2010 Gold Award University of Michigan North Quad and Rackham Green
- 2009 Gold Award DTE Energy Detroit Campus
- 2008 Gold Award The Mall at Partridge Creek
- 2008 Silver Award MGM Grand Detroit Hotel and Casino
- 2007 Gold Award City of Warren Library and City Hall
- 2007 Gold Award Northville Residence
- 2005 Gold Award Ann Arbor Township Property
- 2003 Gold Award The Henry Ford Greenfield Village
- 2003 Silver Award Ford Rouge Center and Miller Road

American Concrete Pavement Association (ACPA)

2003 Precast Honorable Mention, Concrete Pavement Awards – Milford Main Street Improvements



Added Value

WH Canon Company was formed March 10, 1993 and is WBE certified (certificate is attached). We employ roughly 150-200 employees annually and belong to several trade associations; i.e. Michigan Green Industry Association (MGIA), PLANET, American Society of Landscape Architects (ASLA).

We strive to promote and encourage sustainable lawn care practices. WH Canon has installed several landscapes for LEED accredited projects located throughout southeast Michigan, and we have a LEED Accredited Professional (LEED AP) on staff.

In addition to our 25 acre nursery in Monroe, WH Canon's main headquarters is a 5 acre piece of property with an attached 6,400sf shop and 1,200sf pole barn. Our shop employs 3 full time mechanics who are available on a 24 hour basis for emergency equipment repair. Our pole barn houses extra material (edging, bag material, fertilizers, ice melt and other dry goods).

We have a very low employee turnover. The majority of our foreman and laborers have been with us for 5+ years; many since 1993. WHC will provide the City of Troy a designated project supervisor who will be available 24 hours per day, 7 days per week.

Certification Number

Expiration Date



NATIONAL WOMEN BUSINESS OWNERS CORPORATION

Certifies that:

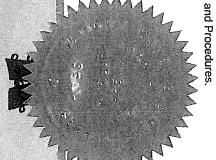
WH Canon, Inc.

Program for certification as a woman-owned and woman-controlled business. has successfully met the requirements of the NWBOC National Certification

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC Standards and Procedures.

NAICS Code(s): 561730, 238990

Tampering or altering this certificate is, in the discretion of NWBOC, grounds for termination of certification. NWBOC, 1001 W. Jasmine Dr., #G, Lake Park, FL 33403 • 800-675-5066 • www.nwboc.org





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/20/2017

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).

certificate holder in lieu of such end	lorsement(s).		CONTACT	Larry Drummy			
PRODUCER			NAME: PHONE	734-261-7777	FAX (A/C, No): 734-2	61-2502	
Perry and Drummy, Inc. 32233 Schoolcraft, Ste. 104 Livonia, MI 48150		(A/C, No, Ext): E-MAIL	E-MAIL Idrummy@nerryanddrummy.com				
		ADDRESS:	INSURER(S) AFFORDING COVERAGE		NAIC#		
			INSURER A: VALLEY FORGE INSURANCE CO. (CNA)		ANCE CO. (CNA)	20508	
			INSURER B: CONTINENTAL INSURANCE CO. (CNA)			35289	
INSURED			INSURER B :	INSURER C: CONTINENTAL CASUALTY (CNA)		20443	
W.H. Canon, Inc.				SONT MENTINE STREET			
36700 Northline Rd.			INSURER D:				
			INSURER E:				
Romulus	MI	48174	INSURER F:	DEV/6	ION NUMBED.	1	
OFFICATE MUMPED.				REVISION NUMBER:			

CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD COVERAGES 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. POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY LIMITS ADDL SUBR INSD WVD POLICY NUMBER TYPE OF INSURANCE 1000000 12/31/17 12/31/16 EACH OCCURRENCE 6016745144 X COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED 500000 \$ PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 15000 \$ MED EXP (Any one person) EMPL. BENEFITS LIAB. 1000000 PERSONAL & ADV INJURY \$ \$1,000,000 2000000

GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2000000 \$ PRODUCTS - COMP/OP AGG POLICY X PRO-LOC \$ COMBINED SINGLE LIMIT (Ea accident) 1000000 OTHER: \$ 12/31/16 12/31/17 6016745158 AUTOMOBILE LIABILITY \$ BODILY INJURY (Per person) Χ ANY AUTO BODILY INJURY (Per accident) \$ SCHEDULED ALL OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ AUTOS NON-OWNED Χ HIRED AUTOS \$ 6000000 12/31/17 EACH OCCURRENCE 12/31/16 \$ 6016745144 UMBRELLA LIAB Χ OCCUR 6000000 \$ AGGREGATE **EXCESS LIAB** CLAIMS-MADE 10000 DED X RETENTION\$ 12/31/17 X PER STATUTE 12/31/16 6016745127 WORKERS COMPENSATION 1000000 AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 1000000 E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) 1000000 E.L. DISEASE - POLICY LIMIT | \$ If yes, describe under DESCRIPTION OF OPERATIONS below \$250,000 Per Item 12/31/17 12/31/16 601919679 CONTRACTORS \$300,000 Per Occurrence EQUIPMENT

RENTED OR LEASED DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF TROY UPGRADED LANDSCAPE MAINTENANCE

ADDITIONAL INSURED: CITY OF TROY, AND INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES, AND VOLUNTEERS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS. ATTACHED IS THE ENDORSEMENT CNA75079XX (1-15).

	CANCELLATION			
CERTIFICATE HOLDER	CANCELLATION			
CITY OF TROY 500 W. BIG BEAVER RD. 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.			
1101, WII 40001	AUTHORIZED REPRESENTATIVE Lawrence & Chummy			
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The WHO IS AN INSURED section is amended to add as an Insured any person or organization whom the Named Insured is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an Insured only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 - bodily injury, property damage, or personal and advertising injury caused in whole or in part by the
 acts or omissions by or on behalf of the Named Insured and in the performance of such Named
 Insured's ongoing operations as specified in such written contract; or
 - 2. bodily injury or property damage caused in whole or in part by your work and included in the products-completed operations hazard, and only if
 - a. the written contract requires the Named Insured to provide the additional insured such coverage; and
 - b. this coverage part provides such coverage.
 - B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:
 - 1. this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard; and
 - the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
- 3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- 4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the Named Insured to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the personal and advertising injury

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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