

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Tree and Stump Maintenance Services**

Resolution #2018-06-108-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with an option to renew for two (2) additional years to the low bidder meeting specifications; *J. H. Hart Urban Forestry of Sterling Heights, MI* for tree and stump maintenance service at unit prices contained in the bid tabulation opened May 24, 2018, not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2023.

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.

BLANKET ORDER

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

No. 2019-00000023

DATE: 07/12/2018

PAGE: 1 of 1

FOB DESTINATION

VENDOR NO. 109798

Vendor

J H HART URBAN FORESTRY
6600 PRODUCT DRIVE
STERLING HEIGHTS, MI 48312

EXPIRATION DATE

06/30/2019

COUNCIL RESOLUTION

2018-06-108-J-4a

INSTRUCTIONS

Return to Department

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
420	Hour	Proposal A - Tree Removal	158.5000	\$66,570.00
300	Hour	Proposal B - Stump Removal Crew	199.5000	\$59,850.00
1,100	Hour	Proposal C - Block Pruning	111.0000	\$122,100.00
1,100	Hour	Proposal D - Service Requests	111.0000	\$122,100.00
10	Hour	Proposal E - Storm Damage Removal	218.7500	\$2,187.50
10	Hour	Proposal F - Open Drain Tree and Debris Dam Removal	158.5000	\$1,585.00
1	Lump Sum	Additional Services as needed	10,000.0000	\$10,000.00
All services shall be performed on an as needed basis ONLY and as per attached bid pricing in accordance with all bid specifications. All Services, including Overtime Services are under the direction and supervision of Dennis Trantham, Facilities and Grounds Operations Manager.				

Entered By: Kristine Kallek

\$384,392.50

Special Instructions:

CITY COUNCIL AWARD DATE: 06/18/2018. TREE STUMP MAINTENANCE SERVICES shall be provided in accordance with the Bid Specifications for ITB-COT 18-27 and as per all hourly rates as bid. This is a THREE Year Contract with an option to renew for two (2) additional years. YEAR ONE of a Potential FIVE YEAR Contract. CERTIFICATE OF INSURANCE AND ENDORSEMENT REQUIRED TO BE ON FILE FOR THE DURATION OF THE CONTRACT.

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.

Opening Date: 05/24/2018
Reviewed Date: 06/05/2018

CITY OF TROY
BID TABULATION
TREE/STUMP REMOVAL SERVICES

ITB-COT 18-27
Page 1 of 2

VENDOR NAME:	J.H. Hart Urban Forestry	Alpine Tree Service LLC
	Sterling Heights, MI	Newaygo, MI
Check #:	Check on File	2008689

PROPOSAL: TO FURNISH THREE YEAR REQUIREMENTS OF TREE/STUMP MAINTENANCE SERVICES WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS.

PROPOSAL "A" <u>TREE REMOVAL</u> <u>Estimated Man Hours</u> <u>420 Man Hours - Est. Qty.</u> Provide three-man tree removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc. Overtime:	Price Per Hour	Price Per Hour
	\$158.50	\$150.00
	Typical Crew Size	Typical Crew Size
	3	3
	Hour/3man Crew	Hour/3man Crew
	\$218.75	\$185.00
PROPOSAL "B" <u>STUMP REMOVAL</u> <u>300 Man Hours - Est. Qty.</u> Provide a stumping crew including all equipment for removal and grinding of the stumps. Overtime:	Price Per Hour	Price Per Hour
	\$199.50	\$165.00
	Typical Crew Size	Typical Crew Size
	3	
	Hour/1-Man Crew	Hour/1-Man Crew
	\$259.75	
PROPOSAL "C" <u>BLOCK PRUNING</u> <u>1,100 Man Hours - Est. Qty.</u> Provide two crews consisting of two-men, two aerial towers & two chippers for tree pruning Overtime:	Price Per Hour	Price Per Hour
	\$111.00	\$250.00
	Typical Crew Size	Typical Crew Size
	2	2
	Hour/2-Man Crew	Hour/2-Man Crew
	\$153.00	\$290.00
PROPOSAL "D" <u>SERVICE REQUEST RESPONSE</u> <u>1,100 Man Hours - Est. Qty.</u> Provide a two-man crew for individual pruning requests. Overtime:	Price Per Hour	Price Per Hour
	\$111.00	\$115.00
	Typical Crew Size	Typical Crew Size
	2	2
	Hour/2-Man Crew	Hour/2-Man Crew
	\$153.00	
PROPOSAL "E" <u>STORM DAMAGE REMOVAL</u> <u>10 Man Hours - Est. Qty.</u> Provide a three-man storm damage removal crew, all eqpt., saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc. Overtime:	Price Per Hour	Price Per Hour
	\$218.75	\$250.00
	Typical Crew Size	Typical Crew Size
	3	3
	Hour/3man Crew	Hour/3man Crew

CITY OF TROY
 BID TABULATION
 TREE/STUMP REMOVAL SERVICES

ITB-COT 18-27
 Page 2 of 2

VENDOR NAME:	J.H. Hart Urban Forestry	Alpine Tree Service LLC
	Sterling Heights, MI	Newaygo, MI

PROPOSAL: TO FURNISH THREE YEAR REQUIREMENTS OF TREE/STUMP MAINTENANCE SERVICES WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS.

PROPOSAL "F"		Price Per Hour	Price Per Hour
OPEN DRAIN TREE & 10 Man Hours - Est. Qty.		\$158.50	\$175.00
<u>DEBRIS DAM REMOVAL</u>		Typical Crew Size	Typical Crew Size
Provide a three-man removal crew, all eqpt. saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.		3	3
Overtime:		Hour/3man Crew	Hour/3man Crew
		\$218.75	
Total Proposal Price:		\$374,392.50	\$518,250.00
Insurance Met:	Y or N	Y	Y
Site Inspection Date:		2004-2018	5/16/2018
Payments:		Net 30	Net 30
Extension:	Y or N	N	N
Contact Information:		Judd H. Hart	Tim Kennedy
24 Hour Phone #:		248-755-1793	231-652-0503
Exceptions:	Y or N	N	N
Acknowledgement:	Y or N	Y	Y
Forms:	Y or N	Y	Y

ATTEST:

Kurt Bovensiep

Sue Reisterer

Kristine Kallek

MaryBeth Murz,
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 18-27

Page 1 of 8

The undersigned proposes to complete for the City of Troy – **THREE YEAR REQUIREMENTS OF TREE/STUMP MAINTENANCE SERVICES WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS** - in accordance with the attached bid specifications, that are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: J. H. Hart Urban Forestry

PROPOSAL:

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

Proposal	Estimated Quantity	Description	Price Per Hour
Proposal A Tree Removal	420 Man Hours	Contractor to provide a three-man tree removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary for removal and disposal of trees on municipal property in the City of Troy. This excludes additional equipment if necessary to remove logs greater than 16 inches in diameter and equipment required to remove stumps. Typical Crew Size: # <u>3</u> of Men	Regular Time: \$ <u>158.50</u> / Hour / Three-Man Crew Overtime: \$218.75
Proposal B Stump Removal	300 Man Hours	Contractor to provide a crew to perform stumping operations including all equipment and employees for removal/grinding of the stump(s), topsoil and grading, and seed and mulch. This would include any additional traffic control devices if needed. Typical Crew Size: # <u>3</u> of Men	Regular Time: \$ <u>199.50</u> / Hour / Two-Man Crew Overtime: \$259.75
Proposal C Block Pruning	1100 Man Hours	Contractor to provide a minimum of two (2) crews consisting of two (2) men, two (2) aerial towers, and two (2) chippers for tree pruning. Price is to include all crew, equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary for pruning of municipal trees in Rights-Of-Way. This pruning will be done by the square mile. Typical Crew Size: # <u>2</u> of Men	Regular Time: \$ <u>111.00</u> / Hour / Two Crews of a Two-Man Crew Overtime: \$153.00

<u>Proposal D</u> Service Request Response	1100 Man Hours	Contractor to provide a two-man crew for individual pruning requests. Price is to include two-man crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary for general municipal tree service requests. This work will be individual service requests from residents and the City Representative(s). Typical Crew Size: # <u>2</u> of Men	Regular Time: \$ <u>111.00</u> / Hour / Two-Man Crew Overtime: \$153.00
<u>Proposal E</u> Storm Damage Removal	10 Man Hours	Contractor to provide a three-man storm damage removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary to make the affected area safe. This only includes work performed outside of regular working hours (overtime rate). Crews must be onsite of storm damage within two hours of the City Representative request. Typical Crew Size: # <u>3</u> of Men	Overtime: \$ <u>218.75</u> / Hour / Three-Man Crew
<u>Proposal F</u> Open Drain Tree and Debris Dam Removal	10 Hours	Contractor to provide a three-man removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, and any other items/employees necessary to remove fallen or dangerous trees in retention ponds, water ways, rear yard drains, and other similar locations. Typical Crew Size: # <u>3</u> of Men	Regular Time: \$ <u>158.50</u> / Hour / Three-Man Crew Overtime: \$218.75

SCHEDULE OF VALUES: Additional Equipment and / or labor may be required during the term of the contract. Those prices will be obtained from the Schedule of Values. (See attached - Schedule of Values, 2018 Program Form, Page 1 of 1)

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

DEFINITION OF HOURLY TIME CHARGES:

Regular Time is defined as Monday thru Friday from the hours of 8:00 AM thru 5:00 PM. There will be no work on the following holidays except in the event of an emergency, when the Storm Damage rate would apply: New Year's Eve; New Year's Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Eve; and Christmas Day. Overtime is defined as any hours worked extending past the regular time listed until the start of the next scheduled regular time (Example: Friday from 5:01 PM till Monday 7:59 AM will be considered overtime). **Contractor must have permission from City Representative(s) prior to working any billable overtime.**

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. Quantities stated are for award purposes only and are based upon our best estimates. The City of Troy will not be penalized for requiring more or less of the services specified. The amount of work will be dependent upon budgetary limitations.

COMPANY NAME: J. H. Hart Urban Forestry

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 Department at (248) 619-7608, and is the only bid document accepted in this format.

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

(x) We can meet the specified insurance requirements.

() We cannot meet the specified insurance requirements.

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

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

() Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: J. H. Hart Urban Forestry

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) additional business 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: J. H. Hart Urban Forestry

BID DEPOSIT AND FORFEITURE:

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

The bid surety of the successful bidder will be held as a performance surety for the duration of the contract and will be returned to the awarded company upon successful completion of all specified requirements upon contract expiration. The performance surety is subject to forfeit due to poor performance.

DESIGNATED CITY REPRESENTATIVES:

Dennis Trantham, Facilities and Grounds Operations Manager is the designated City representatives for this project.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project please contact: Dennis Trantham, Facilities and Grounds Operations Manager at 248-524-3503 or Dennis.Trantham@troymi.gov

SUBCONTRACTORS:

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

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. Include the City of Troy, if appropriate.

COMPANY:	City of Troy		
ADDRESS:	4693 Rochester Road, Troy MI 48085		
PHONE:	248-524-3392	CONTACT:	Kurt Bovensiep
EMAIL:	k.bovensiep@troymi.gov		
COMPANY:	City of Birmingham		
ADDRESS:	851 S. Eton, Birmingham MI 48009		
PHONE:	248-530-1702	CONTACT:	Lauren Wood
EMAIL:	lwood@bhamgov.org		
COMPANY:	City of Royal Oak		
ADDRESS:	1600 N. Campbell Road, Royal Oak MI 48067		
PHONE:	248-246-3300	CONTACT:	Greg Rassel
EMAIL:	gregr@romi.gov		

PURCHASE ORDER: After the Troy City Council has approved the award, the successful bidder will be required to sign the Contract Form attached. A Notice of Award letter will be sent to the successful bidder upon approval by the Troy City Council. The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications. Contract will be released once acceptable insurance certificate(s) are received and approved.

AWARD: The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, references personnel, equipment, schedule of valves, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations. Pricing for award purposes will be calculated based upon the estimated number of hours times the regular hourly rates.

COMPANY NAME: J. H. Hart Urban Forestry

COMPLETION SCHEDULE:

Proposal A – Tree Removal

Completion schedule will be set in accordance with date each tree or group of trees is assigned.

Proposal B – Stump Removal

Stumps are to be removed within ten (10) working days of tree removal or as assigned.

Proposal C – Block Pruning

Completion schedule will be set in accordance with date each section is assigned and estimated number of trees, and size / maturity of the trees in that section is identified.

Proposal D – Service Request Response

Unless otherwise agreed to by the City, individual service requests will be completed within ten (10) working days from date on the service request.

Proposal E – Storm Damage Removal

Storm Damage will be removed:

1. Road / driveway blockage – Within two hours of request from City Representative
2. Sidewalk blockage – within 48 hours of call out
3. Per section – to be determined by the City based on severity of storm event.

Proposal F – Open Drain Tree and Debris Dam Removal

Unless otherwise agreed to by the City, individual service requests will be completed within ten (10) working days from date on the service request.

The City of Troy is the only party to this contract that is authorized to set and amendment scheduling. The Contractor is required to start the service within (10) ten working days after notified to commence the work.

SITE INSPECTION:

Bidders should familiarize themselves with the existing conditions in Troy. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

(X) Our company visited the sites on 2004-2018.

() Our company did not visit the sites.

EQUIPMENT INSPECTION:

At the City's option, an inspection of the contractor's listed equipment maybe requested prior to bid award.

USE OF CURRENT EMPLOYEES:

The City reserves the right to reject any part or all of any ITB received and allow current employees to perform the work described herein, if such action is in the City's best interest.

PROGRESS PAYMENTS:

The City of Troy will consider a weekly progress payment schedule for work as completed in accordance with specifications. The Facilities and Grounds Operations Manager or designated representative 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. 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 days

(Please submit an attachment identified as _____ if more space is necessary.)

COMPANY NAME: J. H. Hart Urban Forestry

EXTENSION OF AWARD TO THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK (MITN) PURCHASING COOPERATIVE:

If your company is the successful bidder for Tree/Stump Maintenance Services as referenced in this proposal and agrees to extend this contract for tree and stump removal services under the same prices, terms, and conditions to other Governmental Entities of the MITN Purchasing Cooperative, the following information is required:

- () If an award is made to _____, it is agreed that the contract will be extended to other members of the MITN Purchasing Cooperative under the same prices, terms, and conditions.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

- (x) Our company is NOT INTERESTED in extending the contract to the other MITN Members.

If agreed by the successful bidder, the Cooperative Governmental Entities wishing to use this contract will issue a purchase order for the services awarded in the bid proposal. The type of services ordered will be at the Entity's discretion. Each Entity will provide location(s), and must be invoiced separately to the address indicated on their individual purchase order.

NOTE: It will be at the successful bidder's discretion to extend this contract to other Governmental Entities not a member of the MITN Cooperative under the same prices, terms, and conditions. The MITN Purchasing Cooperative reserves the right to be notified if the vendor is marketing this contract to non-member Entities. A list of participating agencies in the cooperative can be found at www.mitn.info. It should be noted that some entities may already have the services specified and contracted with another provider.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 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 retain these services in-house, re-award or re-bid the contract in whatever manner is deemed to be in its best interest.

CONTRACT FORMS:

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

IMPORTANT:

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

NOTE:

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

CONTACT INFORMATION:

Contact Name: Judd H. Hart 24 Hr Phone # 248-755-1793

Cell # 248-755-1793

Hours of Operations: Monday-Friday, 7:30am - 5:00pm (M-F) ~~Pager#~~ Office #586-795-5581 Email Address:
urbanjudd@yahoo.com

U.S. FUNDS:

All prices quoted are to be in U. S. Currency

COMPANY NAME: J. H. Hart Urban Forestry

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award; whichever comes first, except the successful bidder whose prices shall be firm until contract expiration with the exception noted below.

The contract period shall commence July 1, 2018 and continue for three (3) fiscal years, with an option to renew the contract for two additional years through mutual consent, within 90 days of contract termination under the same pricing structure (exception noted below), terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

The City can accept an increase in labor rates if at the beginning of the option year, the increase requested does not exceed the difference between the Consumer Price Index (CPI) for the Detroit/ Ann Arbor area for June of the current contract year and the base year of June 2018.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Judd H. Hart

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 the receipt of all addenda as issued.

TAX ID NUMBER: 38-2802253

COMPANY: J. H. Hart Urban Forestry

ADDRESS: 6600 Product Drive CITY: Sterling Heights

STATE: Michigan ZIP: 48312

PHONE: (586) 795-5581 FAX NUMBER: (586) 795-0930

REPRESENTATIVE NAME: Judd H. Hart

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Judd H. Hart

PAYMENT TERMS: Net 30 days

We would like to reuse our current
CHECK INCLUDED: bid deposit for this bid.

EMAIL: urbanjudd@yahoo.com

EXCEPTIONS:

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

ACKNOWLEDGEMENT:

I, Judd Hart, certify that I have read the Instructions to Bidders (2 Pages) and that the bid 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: Judd H. Hart



SCHEDULE OF VALUES 2018 PROGRAM

Your company **MUST** complete this form

ITEM	EQUIPMENT DESCRIPTION:	RATES:
Labor – CERTIFIED ARBORIST Monday – Friday 8 AM to 5 PM		Regular Rate: \$ <u> \$55.00 </u> /Man Hour Overtime Rate: \$ <u> \$82.50 </u> /Man Hour
Labor – TREE MAN Monday – Friday 8 AM to 5 PM		Regular Rate: \$ <u> \$47.50 </u> /Man Hour Overtime Rate: \$ <u> \$71.25 </u> /Man Hour
Labor - Ground Man		Regular Rate: \$ <u> \$36.50 </u> /Man Hour Overtime Rate: \$ <u> \$54.75 </u> /Man Hour Holiday Time: \$ <u> \$73.00 </u> /Man Hour
	Logging Truck with Operator	Regular Rate: \$ <u> \$100.50 </u> /Man Hour Overtime Rate: \$ <u> \$124.25 </u> /Man Hour Holiday Time: \$ <u> \$148.00 </u> /Man Hour



SCHEDULE OF VALUES **2018 PROGRAM**

Continued

	Front End Loader with Operator	Regular Rate: \$ <u>68.50</u> /Man Hour Overtime Rate: \$ <u>92.25</u> /Man Hour Holiday Time: \$ <u>116.00</u> /Man Hour
	Crane with Operator	Regular Rate: \$ <u>180.00</u> /Man Hour Overtime Rate: \$ <u>210.00</u> /Man Hour Holiday Time: \$ <u>240.00</u> /Man Hour
	Aerial Tower	\$ <u>18.00</u> /Hour
	Chipper	\$ <u>9.00</u> /Hour
	Dump Truck	\$ <u>11.00</u> /Hour
OTHER:		\$ <u> </u> /Hour



Legal Status of Bidder:

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

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Judd H. Hart, bearing the office title of President, 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:



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

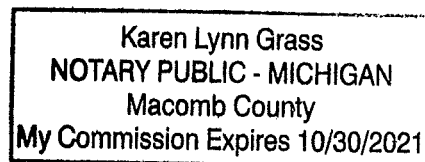
TO WHOM IT MAY CONCERN:

Judd H. Hart, being duly sworn deposed, says that he/she
(Print Full Name)

is President of J. H. Hart Urban Forestry. 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.

Judd H. Hart
SIGNATURE OF PERSON SUBMITTING BID



Karen Lynn Grass
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 23rd day of May, 2018
in and for Macomb County.

My commission expires:

October 30, 2021



**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.**

J. H. Hart Urban Forestry

Name of Agency/Company/Firm (Please Print)

Judd H. Hart

Name and title of authorized representative (Please Print)

Judd H. Hart

Signature of authorized representative

May 23, 2018

Date

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



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

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

Vendor	
Legal Name	J. H. Hart Company, Inc.
Street Address	6600 Product Drive
City	Sterling Heights
State, Zip	Michigan, 48312
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2802253

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: Judd H. Hart

Printed Name of Vendor's Authorized Agent: Judd H. Hart

Witness Signature: Elizabeth A. Raschke

Printed Name of Witness: Elizabeth A. Raschke



Indicate all items of equipment, classification of personnel, and names of employees which are included in these proposals who will be assigned to the City of Troy account. Include copies of certifications of all personnel listed in this attachment 1.

☒ See attached

☒ See attached

COMPANY NAME: J. H. Hart Urban Forestry

☒ See attached

☒ See attached

COMPANY NAME: J. H. Hart Urban Forestry

COMPANY NAME: J. H. Hart Urban Forestry

COMPANY NAME: J. H. Hart Urban Forestry

Proposal F: Open Drain Tree and Debris Dam Removal

[illegible]

COMPANY NAME: J. H. Hart Urban Forestry

ATTACHMENT 1: Proposed Personnel and Equipment

The following items of equipment would be assigned to the City of Troy account when appropriate and as required to complete our responsibilities for tree removal, stump removal, block pruning, service requests, storm damage, or open drain tree and debris dam removal:

Aerial Towers

2015 Freightliner, 240 HP, 70ft Altec-Lift, with 20-yard chip capacity
2015 Freightliner, 240 HP, 60ft Altec-Lift, with 20-yard chip capacity
2015 Freightliner, 240 HP, 60ft Altec-Lift, with 20-yard chip capacity
2015 Ford F750, 240 HP, 60ft Altec-Lift, with 20-yard chip capacity
2013 Freightliner, 240 HP, 60ft Altec-Lift, with 20-yard chip capacity
2012 Freightliner, 240 HP, 60ft Altec-Lift, with 20-yard chip capacity
2012 Freightliner, 240 HP, 60ft Altec-Lift, with 20-yard chip capacity
2012 Freightliner, 240 HP, 60ft Altec-Lift, with 20-yard chip capacity
2010 Ford F-750, 215 HP, 75ft Versa-Lift, with 20-yard chip capacity
2004 International, 215 HP, 60ft Versa-Lift, with 20-yard chip capacity
2004 International, 215 HP, 60ft Versa-Lift, with 20-yard chip capacity
2004 International, 215 HP, 60ft Versa-Lift, with 20-yard chip capacity

Dump Trucks

2016 Ford F-750, 270 HP, with 10-yard chip capacity
2016 Ford F-750, 270 HP, with 10-yard chip capacity
2013 Ford F-750, Extended Cab, 240 HP, with 6-yard chip capacity
2013 Ford F-750, 240 HP, with 6-yard chip capacity
2011 Ford F-750, 240 HP, with 6-yard chip capacity
2011 Ford F-750, Extended Cab, 240 HP, with 6-yard chip capacity
2008 Ford F-450, 350 HP, 4WD, with 6-yard chip capacity
2008 Ford F-450, 350 HP, 4WD, with 6-yard chip capacity
2003 International 4700, 175 HP, with 20-yard chip capacity
2000 International 4700, 175 HP, with 20-yard chip capacity
1999 International 4700, 175 HP, with 20-yard chip capacity

Wood Processing Chippers

2018 Bandit Model 250, 130 HP, 14" log capacity
2017 Bandit Model 250, 130 HP, 14" log capacity
2015 Morbark Beever M15RX, 125 HP, 14" log capacity
2014 Morbark Beever M15RX, 125 HP, 14" log capacity
2013 Morbark Beever M15RX, 125 HP, 14" log capacity
2013 Morbark Beever M15RX, 125 HP, 14" log capacity
2013 Morbark Beever M15RX, 125 HP, 14" log capacity
2012 Bandit Model 250 XP, 285 HP, 14" log capacity
2012 Bandit Model 250 XP, 285 HP, 14" log capacity
2010 Bandit Model 250 XP, 285 HP, 14" log capacity

2010 Bandit Model 250 XP, 285 HP, 14" log capacity
2008 Vermeer Model 1500, 130 HP, 15" log capacity
2007 Vermeer Model 1500, 130 HP, 15" log capacity
2014 Vermeer Model TG 7000, 1100 HP, 12 ft log capacity
2006 Bandit Model 254, 205 HP, 14" log capacity
2001 Bandit Model 150, 110 HP, 12" log capacity

Spray Trucks

2013 Dodge Ram 3500, two 300 gallon tanks equipped with two Honda 8 HP motors and two 14 GPM pumps. One 325 gallon tank equipped with a Briggs & Stratton motor and 25.6 GPM pump.
2014 Dodge Ram 3500, three 300 gallon tanks equipped with two Honda HP motors and two 14 GPM pumps.

Stump Grinding Machines

2015 Rayco RG100X
2013 Rayco RG100X
2012 Vermeer SC372
2006 Rayco RG90

Logging Trucks

1989 Peterbilt Extended w/loader
1985 Chevrolet w/loader

Trailers

2016 Beck's enclosed trailer
2016 J&J open trailer
2015 J&J triple axle trailer
2014 Atlas cargo trailer
2013 Utility open trailer
2012 Utility open trailer
2010 PJ dump trailer
2010 Angle landscape trailer
2005 Utility open trailer

Tractors

2000 Peterbilt 377, Tandem Axle
2000 Peterbilt 377, Tandem Axle
1997 Kenworth, Tandem Axle
1995 GMC, Tandem Axle

Trailers

2014 Titan, with walking floor, 120-yard capacity
2008 Titan, with walking floor, 120-yard capacity
2008 Titan, with walking floor, 120-yard capacity
1992 Dorsey, with walking floor, 70-yard capacity

Mulch Delivery Truck

1994 International 9000, with walking floor, 60-yard capacity

Front End Loaders

2016 Boxer, Model 525DX

2014 Boxer, Model 532

2014 Boxer, Model 532

2009 John Deere 544k Front End Loader

2009 John Deere 544k Front End Loader

Maintenance Support Vehicle

1994 Ford F-350, Mobile Maintenance Support Vehicle

Fuel Delivery Vehicle

1995 Ford F-350, 4WD, one-ton, bulk fuel delivery vehicle

Additional Equipment

- Chainsaws: Approximately 150 Stihl Chainsaws, Models 019T-088, 12" – 48" bars. Each crew is equipped with three or more chainsaws, with spare parts and fluids.
- Pole Saws and Pruners: Each crew is equipped with two or more power pole saws, pole pruners, and pole saws.
- Traffic Control Signs and Safety Equipment: In addition to arrow traffic boards, each crew / aerial lift is equipped with traffic control signs, traffic cones, first aid kits, fire extinguisher and related safety equipment. Climbers are equipped with ropes, saddles, hooks, safety lanyards, etc. All crewmembers are equipped with hard hats, protective eyeglasses and hearing protection.
- Our maintenance staff typically performs equipment repairs in-house. However, for repairs in the field, our fully equipped Maintenance Support Vehicle is dispatched to the job-site.

The following employees are available to the City of Troy, as needed, to assist with all facets of the contract:

ISA Certified Arborists

Warren DeWitt
Larry Jennex
Aaron Keyworth
Kevin Lary
Bob Stempnik

Judd H. Hart, President

Responsible for all phases of contracts and projects, from initial proposals to project completion.

William Hart, Controller

Responsible for all contract and project documentation, invoicing, and monitoring.

Karen Grass, Office and Field Operations Administrator

Responsible for daily management of office, scheduling and deployment of field operations, and customer service.

Kevin F. Lary, Sales and IPM Manager

Certified Arborist and Certified Commercial Pesticide Applicator. Responsibilities include management of Plant Health Care Division; consultation, evaluation and estimation of project requirements; foreman and supervisor of tree trimming and removal crews, and job-site safety.

Warren DeWitt, Sales

Certified Arborist. Responsibilities include consultation, evaluation and estimation of project requirements; foreman and supervisor of tree trimming and removal crews, and job-site safety.

Elizabeth Raschke, IPM Coordinator and Office Administrator

Responsible for scheduling and deployment of Plant Health Care operations, office administration, and customer service.

Richard Jennex, Jr., Foreman

Certified Arborist and Certified Commercial Pesticide Applicator. Responsibilities include foreman and supervisor of tree trimming and removal crews, integrated pest management, and job-site safety.

Aaron W. Keyworth, Foreman

Certified Arborist. Responsibilities include foreman and supervisor of tree trimming and removal crews, stump grinding, logging, and job-site safety.

Robert Stempnik, Foreman

Certified Arborist. Responsibilities include foreman and supervisor of tree trimming and removal crews, stump grinding, and job-site safety.

Matthew Schipono, Foreman

Responsibilities include foreman and supervisor of tree trimming and removal crews, and job-site safety.

Jeremy Wilkins, Foreman

Responsibilities include foreman and supervisor of tree trimming and removal crews, and job-site safety.

Michael Bourgeois, Foreman

Responsibilities include foreman and supervisor of tree trimming and removal crews, stump grinding, logging, transportation and heavy equipment operations, job-site safety, mulch production, and the disposal and recycling of wood products.

Ron Woods, Chief Mechanic

Responsible for maintenance of the fleet and equipment, with mobile maintenance support vehicle for field repairs.

Additional foremen and ground crews from our staff of 35-40 employees are assigned in accordance with individual project requirements.

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Richard Jennex, Jr.

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



A handwritten signature in dark ink, appearing to read "Jim Skiera".

Jim Skiera, Executive Director
International Society of Arboriculture

A handwritten signature in dark ink, appearing to read "Skip Kinsman".

Certification Board, Chair
International Society of Arboriculture

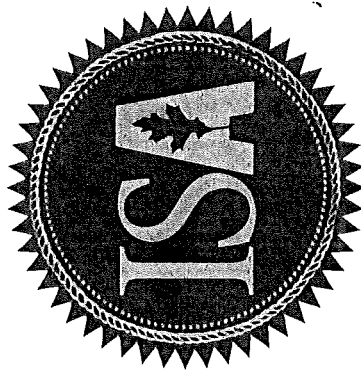
MI-0319A	14 Sep 1995	31 Dec 2019
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Warren G. DeWitt

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skip Korman

Certification Board, Chair
International Society of Arboriculture

MI-3943A

Jun 14, 2007

Jun 30, 2019

Certification Number

Certified Since

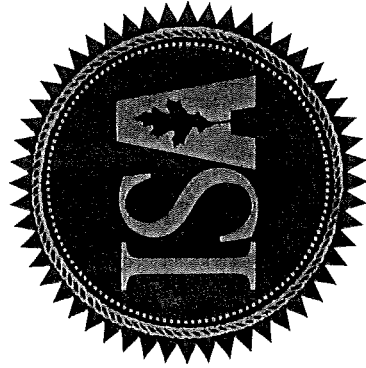
Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Aaron W. Keyworth

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kinsman

Certification Board, Chair
International Society of Arboriculture

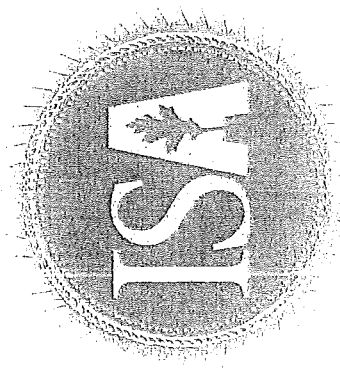
Id: 0701A	Jan 30, 2001	Jun 30, 2019
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Robert P. Stempnik

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kusan

Certification Board, Chair
International Society of Arboriculture

MI-3895A

Jun 14, 2006

Jun 30, 2018

Certification Number

Certified Since

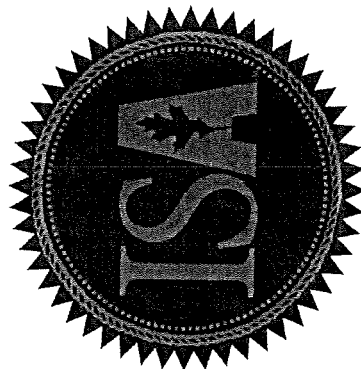
Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Kevin F. Lary

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

A handwritten signature in dark ink, appearing to read "Jim Skiera".

A handwritten signature in dark ink, appearing to read "Kevin Marlage".

Kevin Marlage
Director of Professional Development
International Society of Arboriculture

MI-0771A

Certification Number

15 May 2002

Certified Since

30 Jun 2020

Expiration Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2018

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).

PRODUCER Johnston Lewis Assoc Inc 575 E Maple Rd Troy MI 48084	CONTACT NAME: Amy Blackmer		
	PHONE (A/C, No, Ext): 2486877769	FAX (A/C, No): 2486877768	
	E-MAIL ADDRESS: amy@johnstonlewis.com		
INSURED J H Hart Urban Forestry J H Hart Company Inc. 6600 Product Dr. Sterling Heights MI 48312	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins Co		19445
	INSURER B : Travelers Insurance		19046
	INSURER C : New Hampshire Insurance Co.		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 2129895203

REVISION NUMBER:

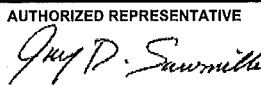
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5268297	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA4489780	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP15S51739	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC022298206	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and authorities and their board members, employees and volunteers are Additional Insured with respect to General Liability for operations performed by the Named Insured. Waiver of subrogation included.

CERTIFICATE HOLDER

CANCELLATION

City of Troy 500 W. Big Beaver Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



OUR COMPANY

J. H. Hart Company, Inc., is a Michigan Corporation, doing business as J. H. Hart Urban Forestry. Incorporated in 1988, we are now among the largest full-service urban forestry companies in the State. Our staff of approximately 40 full-time employees, including Certified Arborists and Licensed Pesticide Applicators, is dedicated to providing the highest quality tree and plant health care management available. J. H. Hart Urban Forestry provides a wide range of services, specializing in tree trimming and removals, stump grinding, tree planting, integrated pest management, mulch production, and the disposal and recycling of wood products through grinders. We service residential, commercial and municipal clients throughout southeast Michigan.

J. H. Hart Urban Forestry is located at 6600 Product Drive, in Sterling Heights, Michigan. Our facility consists of approximately 16,500 square feet of office, maintenance and inside storage area, situated on just over six acres of land.

PHILOSOPHY

At J. H. Hart Urban Forestry, our staff of Certified Arborists and is dedicated to providing the highest quality and most cost efficient arboricultural services available. As professional arborists, our goal remains the protection and beautification of property while maximizing aesthetic balance and enhancing the environmental quality.

Our employees undergo continuous training and education, which enables us to provide a level of service and expertise unsurpassed in the industry. At J. H. Hart Urban Forestry, our commitment to customer service is paramount and the cornerstone of our success.

METHODOLOGY

Our approach to service is both task specific and goal oriented. A request for service initiates an evaluation of the individual project and goals to be achieved. This necessarily includes a determination of job-site conditions, the appropriate crew and equipment for deployment, and an evaluation of any special precautions or notifications to be

undertaken with respect to utilities, pedestrian and vehicular traffic, and other safety related issues.

Projects are scheduled as required to meet the needs of our customers. Once scheduled, the customer is notified in advance of both the start date and anticipated date for completion. The crew foreman assigned to each job-site is responsible for executing all facets of the work to ensure the successful completion of the project. Once the foreman certifies completion of the specific project, an invoice is generated. Invoices will include the address of the project site, dates of service, and a description of the services provided and hours worked.

SCHEDULING OF WORK

Under normal conditions, crews and equipment will be deployed on an as needed basis as circumstances warrant. Should a given project require more immediate attention, we have the resources available to meet your needs. Work is normally conducted Monday through Friday, between 7:30 a.m. and 4:00 p.m. Crews will be ready to begin work at 7:30 a.m., with all equipment in proper working order, fueled and prepped. Once a given project has been started, work will continue uninterrupted until completed. Notice of work required may be provided by telephoning our office at 586-795-5581, or sent by facsimile at 586-795-0930.

Under storm or emergency conditions, our crews and equipment are available 24-hours a day, 7-days a week. During normal business hours, notice of emergencies may be provided as noted above. For emergency situations arising after normal business hours, we provide a list of telephone numbers for all management personnel. Weather conditions are monitored throughout each day and our crews are routinely put on alert in anticipation of pending emergency conditions.

Should you have any questions, or require clarification of the information provided, please do not hesitate to contact us. We look forward to the opportunity to be of service.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 11, 2018

To: Mark F. Miller, Acting City Manager

From: MaryBeth Murz, Purchasing Manager
Kurt Bovensiepe, Director of Public Works
Dennis Trantham, Facilities and Grounds Operations Manager

Subject: Standard Purchasing Resolution 2 - Award to Low Bidder meeting Specifications – Tree and Stump Maintenance Services

History

- The scope of work includes all labor, tools, equipment, and transportation for tree maintenance services.
- These services include preventative tree trimming maintenance, tree removal, storm damage removal, and tree stump removal.
- These tasks enable the City of Troy to be eligible to be recognized as a Tree City USA.
- In 2010, Troy City Council adopted a budget for the FY 2010/11, which included the elimination of two (2) AFSCME tree trimmer positions through layoff.
- In 2010, Troy City Council approved a three-year contract with an option to renew for one (1) additional year to the low bidder *J.H. Hart Urban Forestry of Sterling Heights, MI*, (Resolution #2010-06-131-I-4a) that also included a value added service of an additional one (1) year extension that included a 2.5% escalator, which was resolved in 2013; (Resolution #2013-04-075-7-4g).
- In 2015, Troy City Council approved an additional one (1) year extension, which included a 2.5% escalator from the 2010 pricing; (Resolution #2015-03-047-J-4b).
- In 2016, Troy City Council extended its contract with *J.H. Hart Urban Forestry of Sterling Heights, MI*, which included a 3% escalator from the 2013 pricing (Resolution #2016-03-054-J-4i).

Purchasing

On May 24, 2018, a bid opening was conducted as required by City Charter and Code for Tree Stump Maintenance. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Two Hundred and Fifty Two (252) vendors were notified of the bid opportunity via the MITN website. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for the bid opportunity.

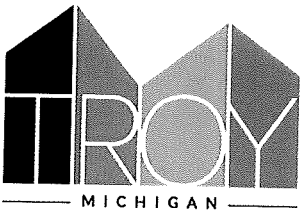
Companies notified via MITN	2522
Troy Companies notified via MITN	5
Troy Companies notified Active email Notification	4
Troy Companies Active Free	1
Companies that viewed the bid	12
Troy Companies that viewed the bid	0

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)

- Bids were reviewed. *J.H. Hart Urban Forestry of Sterling Heights, MI* is the low bidder meeting specifications and is currently successfully provide tree and stump maintenance service for the City.
- The award is contingent upon contractors' submission of properly executed bid documents, insurance certificates, and all other specified documents.

Financial

Funds are available in the Parks Division and Streets Division operating budgets.

Recommendation

City management recommends awarding a three (3) year contract with an option to renew for two (2) additional years to the low bidder meeting specifications; *J. H. Hart Urban Forestry of Sterling Heights, MI* for tree and stump maintenance service at unit prices detailed in the bid tabulation opened May 24, 2018, not to exceed budgetary limitations, contract to expire June 30, 2023.

Opening Date: 05/24/2018
Reviewed Date: 06/05/2018

CITY OF TROY
BID TABULATION
TREE/STUMP REMOVAL SERVICES

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VENDOR NAME:		J.H. Hart Urban Forestry	Alpine Tree Service LLC
Check #:		Sterling Heights, MI	Newaygo, MI
		Check on File	2008689
PROPOSAL: TO FURNISH THREE YEAR REQUIREMENTS OF TREE/STUMP MAINTENANCE SERVICES WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS.			
PROPOSAL "A"	<u>Estimated Man Hours</u>	<u>Price Per Hour</u>	<u>Price Per Hour</u>
<u>TREE REMOVAL</u>	<u>420 Man Hours - Est. Qty.</u>	\$158.50	\$150.00
Provide three-man tree removal crew, all equipment, saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.		<u>Typical Crew Size</u>	<u>Typical Crew Size</u>
Overtime:		3	3
		<u>Hour/3man Crew</u>	<u>Hour/3man Crew</u>
		\$218.75	\$185.00
PROPOSAL "B"	<u>Estimated Man Hours</u>	<u>Price Per Hour</u>	<u>Price Per Hour</u>
<u>STUMP REMOVAL</u>	<u>300 Man Hours - Est. Qty.</u>	\$199.50	\$165.00
Provide a stumping crew including all equipment for removal and grinding of the stumps.		<u>Typical Crew Size</u>	<u>Typical Crew Size</u>
Overtime:		3	
		<u>Hour/1-Man Crew</u>	<u>Hour/1-Man Crew</u>
		\$259.75	
PROPOSAL "C"	<u>Estimated Man Hours</u>	<u>Price Per Hour</u>	<u>Price Per Hour</u>
<u>BLOCK PRUNING</u>	<u>1,100 Man Hours - Est. Qty.</u>	\$111.00	\$250.00
Provide two crews consisting of two-men, two aerial towers & two chippers for tree pruning		<u>Typical Crew Size</u>	<u>Typical Crew Size</u>
Overtime:		2	2
		<u>Hour/2-Man Crew</u>	<u>Hour/2-Man Crew</u>
		\$153.00	\$290.00
PROPOSAL "D"	<u>Estimated Man Hours</u>	<u>Price Per Hour</u>	<u>Price Per Hour</u>
<u>SERVICE REQUEST RESPONSE</u>	<u>1,100 Man Hours - Est. Qty.</u>	\$111.00	\$115.00
Provide a two-man crew for individual pruning requests.		<u>Typical Crew Size</u>	<u>Typical Crew Size</u>
Overtime:		2	2
		<u>Hour/2-Man Crew</u>	<u>Hour/2-Man Crew</u>
		\$153.00	
PROPOSAL "E"	<u>Estimated Man Hours</u>	<u>Price Per Hour</u>	<u>Price Per Hour</u>
<u>STORM DAMAGE REMOVAL</u>	<u>10 Man Hours - Est. Qty.</u>	\$218.75	\$250.00
Provide a three-man storm damage removal crew, all eqpt., saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.		<u>Typical Crew Size</u>	<u>Typical Crew Size</u>
Overtime:		3	3
		<u>Hour/3man Crew</u>	<u>Hour/3man Crew</u>

CITY OF TROY
 BID TABULATION
 TREE/STUMP REMOVAL SERVICES

ITB-COT 18-27
 Page 2 of 2

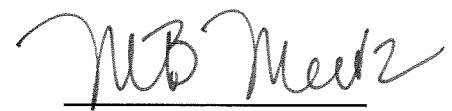
VENDOR NAME:		J.H. Hart Urban Forestry	Alpine Tree Service LLC
		Sterling Heights, MI	Newaygo, MI
PROPOSAL: TO FURNISH THREE YEAR REQUIREMENTS OF TREE/STUMP MAINTENANCE SERVICES WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS.			
PROPOSAL "F"		Price Per Hour	Price Per Hour
OPEN DRAIN TREE & 10 Man Hours - Est. Qty.		\$158.50	\$175.00
DEBRIS DAM REMOVAL		Typical Crew Size	Typical Crew Size
Provide a three-man removal crew, all eqpt. saws, vehicles, aerial tower, chipper, trucks, traffic control devices, etc.		3	3
Overtime:		Hour/3man Crew	Hour/3man Crew
		\$218.75	
Total Proposal Price:		\$374,392.50	\$518,250.00
Insurance Met: Y or N		Y	Y
Site Inspection Date:		2004-2018	5/16/2018
Payments:		Net 30	Net 30
Extension: Y or N		N	N
Contact Information:		Judd H. Hart	Tim Kennedy
24 Hour Phone #:		248-755-1793	231-652-0503
Exceptions: Y or N		N	N
Acknowledgement: Y or N		Y	Y
Forms: Y or N		Y	Y

ATTEST:

Kurt Bovensiepe

Sue Reisterer

Kristine Kallek



MaryBeth Murz,
 Purchasing Manager

**Standard Purchasing Resolution 2 - Award to Low Bidder meeting Specifications-
Tree and Stump Maintenance Services**

RESOLVED, That Troy City Council hereby AWARDS a three (3) year contract with an option to renew for two (2) additional years to the low bidder meeting specifications; *J. H. Hart Urban Forestry of Sterling Heights, MI* for tree and stump maintenance service at unit prices contained in the bid tabulation opened May 24, 2018, not to exceed budgetary limitations; a copy of which shall be ATTACHED to the original Minutes of this meeting; contract to expire June 30, 2023.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2018

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).

PRODUCER Johnston Lewis Assoc Inc 575 E Maple Rd Troy MI 48084	CONTACT NAME: Amy Blackmer	
	PHONE (A/C, No, Ext): 2486877769	FAX (A/C, No): 2486877768
	E-MAIL ADDRESS: amy@johnstonlewis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co	
	INSURER B: Travelers Insurance	
INSURED J H Hart Urban Forestry J H Hart Company Inc. 6600 Product Dr. Sterling Heights MI 48312	INSURER C: New Hampshire Insurance Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	19445	

COVERAGES**CERTIFICATE NUMBER:** 1624496493**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 5268297	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 4489780	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP 15S1739 18	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 22298206	6/1/2018	6/1/2019	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and authorities and their board members, employees and volunteers are Additional Insured with respect to General Liability for operations performed by the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy
500 W. Big Beaver
Troy MI 48084

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: GL 526-82-97

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.