

**CITY COUNCIL MINUTES -**

**Draft July 13, 2020**

- b) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications  
– 2020 Street Tree Planting

Resolution #2020-07-098-J-4b

Moved by Abraham  
Seconded by Brooks

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide and install on as needed basis ball and burlap or container grown trees to the low bidder meeting specifications; *Marine City Nursery Company of Marine City, MI*, at the unit prices contained in the bid tabulation, opened June 25, 2020; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2021.

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

Yes: All-7  
No: None

**MOTION CARRIED**

# PURCHASE 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. 2021-00000042  
DATE: 07/23/2020  
PAGE: 1 of 1  
FOB DESTINATION

VENDOR NO. 100518

Vendor

MARINE CITY NURSERY COMPANY  
5304 MARINE CITY HIGHWAY  
PO BOX 189  
MARINE CITY, MI 48039

EXPIRATION DATE

06/30/2021

COUNCIL RESOLUTION

2020-07-098-J-4b

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
401	Each	Purchase and Planting of Street Trees Street Trees and Tree Planting - Provide and Plant for the City of Troy Ball and Burlap or Container Grown Trees as needed, as per the direction of the City Forester and as per the bid specifications and unit pricing of ITB-COT 19-33. Your bid deposit check #31690474 in the amount of \$5,000.00 shall be retained as a performance surety until successful completion of all contract requirements. The surety will remain on deposit for a period of two (2) years or until all necessary tree replacements have been made. Deposit #2020-00004385.	369.0000	\$147,969.00

Entered By: MaryBeth Murz

\$147,969.00

## Special Instructions:

City Council Award Date: 8/5/2019. CERTIFICATE OF INSURANCE AND ENDORSEMENT SHALL BE ON FILE FOR DURATION OF 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.

*MaryBeth Murz*

Opening Date -- 06/25/2020  
Date Reviewed -- 06/25/2020

CITY OF TROY  
BID TABULATION  
STREET TREES

ITB-COT 20-25  
Pg 1 of 1

VENDOR NAME:	Marine City Nursery Company	Crimboli Nursery Inc.
CITY:	China Twp.	Canton, MI
CHECK AMT:	\$5,000.00	Not Included
CHECK #:	33277411	

PROPOSAL: To Provide and plant for the City of Troy Ball and Burlap or Container Grown Trees in accordance with the bid specifications.

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

<b>Price Per Planted Tree:</b>		\$369.00	\$500.00
<b>Proposal A Total Cost (unit price x 500):</b>		\$184,500.00	\$250,000.00
FALL 2020			
LIST OF NINE TREE TYPES:	Y/N	Y	Y
HOW MANY TREES LISTED:		9	11
<b>CONTACT INFORMATION</b>			
HOURS OF OPERATION:		M-F 8-5	9am-5pm
24 HOUR PHONE #		810-650-0676	734-495-1700 Office 734-674-5283 Adam Sulek
STATEMENT OF GUARANTEE:		Y - As Specified	2 Years
REFERENCES:	Y/N	Y	Y
INSURANCE MET:	Y/N	Y	Y
PAYMENT TERMS:		Net 30 Days	Net 30
DELIVERY:		Not Specified	Fall 2020
EXCEPTIONS:	Y/N	N	N
ACKNOWLEDGEMENT:	Y/N	Y	Y
FORMS:	Y/N	Y	Y

Attest:  
(\*Bid Opening conducted via a Go-To Meeting)  
Dennis Trantham  
Sue Riesterer  
Kristine Kallek  
Jackie Ahlstrom

MaryBeth Murz,  
Purchasing Manager



CITY OF TROY  
BID PROPOSAL

ITB-COT 20-25  
Page 1 of 7

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

COMPANY NAME: Marine City Nursery Company

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

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

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

On page 2 of this Bid Proposal, list at least nine (9) tree types and cultivar/hybrid (if used) of each type, which your company can provide.

**PROPOSAL A:**

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

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

**PRICE PER PLANTED TREE**

In accordance with the specifications

\$ 369.00 Unit Price

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

\$ 184,500.00 Total Cost

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

### TREE SELECTION

Please provide a list of nine (9) tree types and cultivar/hybrid (if used) of each type that your Company can provide under this contract: Attach additional sheets if necessary.

#### **FALL 2020**

##### LIST (9) NINE TREE TYPES

1. Acer

2. Carpinus

3. Celtis

4. Ginkgo

5. Liriodendron

6. Platanus

7. Syringa

8. Tilia

9. Ulmus

##### LIST CULTIVARS/HYBRIDS PER TREE TYPE (If used)

r. 'Brandywine'  
x f. 'Autumn Blaze'  
r. 'Red Sunset'

betulus 'Fastigiata'  
caroliniana

occidentalis

biloba  
'Magyar'  
'Autumn Gold'

tulipifera  
'Emerald City'

x acerifolia 'Bloodgood'  
x acerifolia 'Exclamation'

reticulata 'Ivory Silk'

tomentosa 'Sterling'

americana 'Princeton'  
x 'Morton Glossy' (Triumph)  
x 'Morton' (Accolade)

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

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact **Mr. Dennis Trantham, Facilities and Grounds Operations Manager** at (248) 524-3503 or [Dennis.Trantham@troymt.gov](mailto:Dennis.Trantham@troymt.gov).

**CONTACT INFORMATION:**

Hours of operation: 8-5 M-F  
24 Hr. Contact Phone No. 810-652-0676

**DELIVERY:**

All items shall be in accordance with the specifications and F.O.B. delivered freight paid to the City of Troy Parks and Recreation Garage, 4695 Rochester Road, Troy, MI 48085 or work locations within Troy city limits. **FORTY EIGHT (48) HOURS NOTICE WILL BE GIVEN PRIOR TO DELIVERY.**

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

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**GUARANTEE PERIOD AND REPLACEMENTS:**

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

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

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**ACCEPTANCE:**

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

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

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

**ESTIMATED QUANTITIES:**

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

**AWARD:**

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

**LOCAL PREFERENCE:**

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

**REFERENCES:** The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY: City of Sterling Heights  
ADDRESS: 12661 Clinton River Road Sterling Heights MI 48313  
PHONE: 1-586-405-2228 CONTACT: Mike McManey EMAIL: mcmoney@sterling-heights.net

COMPANY: City of Grosse Pointe Park  
ADDRESS: 15115 E. Jefferson Grosse Pointe Park MI 48230  
PHONE: 313-822-6200 CONTACT: Brian Coulter EMAIL: arbor2000@aol.com

COMPANY: City of Berkley  
ADDRESS: 3238 Bacon Berkley MI 48072  
PHONE: 248-658-3490 CONTACT: Shawn  
EMAIL: syoun@berkleymich.net

**PURCHASE ORDER:**

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

**PROGRESS PAYMENTS:**

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

Proposed Payment Schedule: Net 30 Days

**CONTRACT FORMS:**

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

COMPANY NAME: Marina City Nursery Co.

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

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

- ☒ We can meet the specified insurance requirements.  
☐ We cannot meet the specified insurance requirements.

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

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

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

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

**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: Marine City Nursery Co.



**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:**

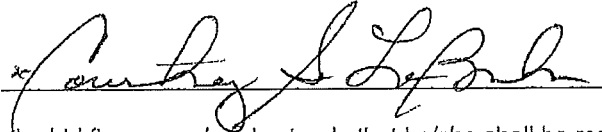
After approval by Troy City Council, the City's Purchasing Manager will review the Insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance 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: Marine City Nursery Co.

**SIGNATURE PAGE**

**PRICES:** Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm from the date of award and continue until all acceptable trees are planted according to the specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \*



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

COMPANY

Marine City Nursery Co

ADDRESS

5304 Marine City Hwy CITY China<sup>Twp</sup> STATE MI ZIP 48054

PHONE:

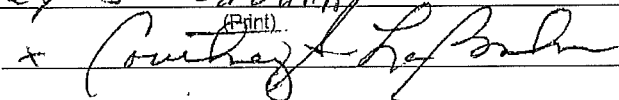
(810) 765-5533

FAX: (810) 765-8806

REPRESENTATIVE'S NAME

Courtney S LaBuhn

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \*



CHECK INCLUDED:

yes

DELIVERY:

TERMS

Net 30 Days

GUARANTEE: AS SPECIFIED

EMAIL

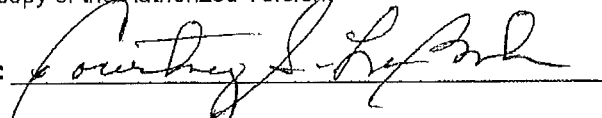
clabuhn@marinecitynursery.com

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

**ACKNOWLEDGEMENT:**

I, Courtney S LaBuhn, 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](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



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

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

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



## **STREET TREES SPECIFICATIONS WITH DELIVERY AND INSTALLATION**

1. Trees must be in accordance with the bid proposal and meet or exceed the specifications of the American Standards for Nursery Stock.
2. Shipments must comply with all regulatory nursery inspections and all necessary certificates must be furnished to the City of Troy.
3. Plants shall be grown in a similar climatic zone, in an approved nursery. No collected plant material shall be planted.
4. All trees shall have uniform crowns made up of well-developed branches with no bad crotches or broken limbs.
5. Plant material not free of damage from or presence of insect pests, plant diseases, sun scalds, fresh abrasions, disfiguring knots, frost cracks, mechanical injury, pruning cuts over ½" in diameter not completely callused, broken bark and dead branches shall be rejected and replaced at no additional cost to the City of Troy.
6. All trees shall have a substantial fibrous root system.
7. The City of Troy reserves the right to inspect all trees from the source of supply prior to digging. During this inspection the City's representatives will request that a minimum of one tree from each tree species be dug to allow us to inspect the tree's root system.
8. The supplier shall guarantee all trees to be true to genus and species name. Any tree and/or trees found that do not meet this specification during the planting operation shall be replaced by the supplier at no additional cost to the City of Troy.
9. If it is determined anytime within five (5) years of planting that any tree planted is not an approved tree type, the contractor shall be responsible for replacement of each tree with 5" b&b trees of a type approved by the City of Troy. Replacement shall occur within six (6) months of notification.
10. All trees shall meet the size classification set by the City of Troy and prior approval of the Designated City Representative.
11. All trees shall be tagged with either a plastic or wooden tag indicating the tree's caliper and full botanical name.
12. Trees received shall be in good condition and the City will not accept any dried out trees.

### **CITY'S RESPONSIBILITIES:**

1. The City of Troy will provide the Contractor a planting list of addresses and/or location maps that will indicate approximate planting locations.
2. The City will provide Contractor with a copy of the City Ordinance that will dictate planting locations. At no time will Contractor deviate from the City Ordinance during planting operations.
3. City will provide door tags to be placed on the door of each resident planted.
4. City will provide tree guards where required.

**CONTRACTOR'S RESPONSIBILITIES:**

1. Enter addresses into Miss Dig system as necessary to keep field staking ahead of planting operation.
2. The appropriate authorities to handle plant materials shall duly license the Landscape Contractor.
3. The contractor will be covered by public liability and property damage insurance (per sample certificate attached) and his employees properly covered by Workmen's Compensation insurance.
4. The Contractor shall conform to all federal, state, and local labor laws.
5. **Completion Date:**  
Trees shall be installed while still dormant. Planting operations shall be stopped when established trees in Troy of the same type being planted or when trees being planted show signs of bud swell.
6. **Excavation:**  
Circular pits with vertical sides shall be excavated for all trees. The diameter of all plant pits shall be at least one foot (1') greater than the diameter of the tree's roots. The depth of pits shall be enough to accommodate the root system. The earth in the bottom of the pits shall be loosened by spading or other approved means to a depth of four inches (4").
7. **Planting:**  
All planting, unless otherwise directed, shall be performed as stated below:
  - a) Plants shall be set in the planting pit to the proper grade and position. Set plants upright and face to give the best appearance or relationship to each other or adjacent structures.
  - b) **Planting mixture**, which shall consist of original soil removed from planting hole, mycorrhizal fungal product (at manufacture recommended rate), and slow release starter fertilizer (1 year formula applied at manufacture recommended rate). Planting mixture shall then be carefully worked around the roots until filled. Tamp to grade. Planting mixture in a frozen or muddy condition shall not be used for backfill.
  - c) **Water** is to be worked around the roots during or immediately after the plants have been backfilled. The entire root area of each plant shall be soaked and the backfill solidly worked in and settled around the plants.
  - d) A three (3) foot diameter circle of soil shall exist around each tree after installation. Sod shall be removed from the tree-planting pit and disposed of. The three-foot circle shall be mulched with three (3) inches of double shredded hardwood mulch. Mulch shall be kept two (2) inches from trunks.
  - e) Contractor shall install provided tree guards to trees in the areas that the city identifies.
  - f) Contractor shall place dot of Yellow paint at the base of each tree planted. Paint mark shall be on the street side of the tree and visible above the mulch.
  - g) Contractor shall fill out and place door tags provided by the City on the door of each resident that receives tree(s).
  - h) Occasionally the City will receive a request to have the newly planted tree removed or relocated. The Contractor upon notification by the City will remove newly planted trees and relocate as indicated. If tree has been completely removed the contractor shall not be responsible for replacement of sod, but if possible will save sod from another hole and make repairs.

**CONTRACTOR'S RESPONSIBILITIES: (continued)****8. On Site Diversity:**

It is the City's intent to increase the diversity of tree types in the City. At no time will a monoculture be created by the new plantings. Contractor shall at all times plant according to the following.

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*In areas where no trees exist on City property:*

- Trees of the same genus shall not be planted next to another of the same genus, either side by side or across the street (either diagonally or straight across).
- These areas shall have no less than three different genus planted in approximately equal numbers.

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*In areas where trees still exist on City property:*

- Trees of more than three totally different genus than that currently exist shall be planted.
- Trees of the same genus shall not be planted next to another of the same genus, either side by side or across the street (either diagonally or straight across).

**9. Inventory:**

Contractor shall provide City with an inventory that indicates what types of trees were planted at each individual address. Inventory shall be alphabetical by section and numerical within the alphabetical group. Inventory shall be provided within thirty (30) days of planting.

**10. Watering:**

The Contractor is responsible for a minimum of one heavy watering within twenty-four hours of tree installation. Contractor is responsible for providing means to transport water to work site. At no time shall the Contractor use Troy resident's water.

**11. Pruning and Repair:**

Upon completion of the work, all trees shall be pruned and injuries repaired. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches, remove badly formed and interfering limbs and to compensate for the loss of roots from transplanting. Pruning shall be done so as not to change natural habit or shape of the plant. All cuts shall be made to the limb collar, leaving no stubs. Workmen experienced in this type of work shall do all pruning.

12. The Contractor shall at all times keep the premises and public streets and sidewalks free from an accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work day, he shall remove all his waste and excess material, rubbish and equipment, so as to leave the work area and the premises neat and clean and ready for the purpose it was intended.

13. The Contractor shall remove all mud, dirt and straw from the walks, parking lots and roadways at the end of each day of operation.

14. The Contractor at their expense shall repair sod area and irrigation systems damaged during planting operation. All repairs and restorations must be made prior to May 1<sup>st</sup>.

15. At dangerous points throughout the work, the Contractor shall provide barricades, lights and maintain proper conditions, which will protect the public from injury.

16. Properly protect all existing structures and property. This is to include, but not limited to: sidewalks, curbs, fences, buildings, underground utilities and structures, lawns, trees and shrubbery. Repairing of damaged parts shall be done in strict accordance with the requirements of the City authorities. Failure to make the required repairs will result in no payment.

17. The Contractor will make contact with the Miss Dig authorities by providing them a list of the planting addresses as per their regulations.
18. The Contractor shall provide the City with a completed list, which indicates the address, type of tree, planted at each address, and date of planting weekly.

**GUARANTEE - CONTRACTOR'S RESPONSIBILITIES INSTALLED TREES ONLY**

1. Contractor shall guarantee that all trees shall break dormancy and fully leaf out by June 1, 2021. Both the City and the Contractor shall monitor trees. Any trees that fail shall be pulled by the contractor, no later than August 31, 2021. The Contractor shall inspect all trees planted no later than August 31, 2021. ***A list of sites requiring (including qty.) warranty replacements shall be generated and provided to the City within 14 days of the inspection.*** Note that the City will, upon request of Troy resident, inspect trees planted by the contractor and remove dead. City will not provide addresses of trees removed or charge the contractor for the labor to pull trees. Tree pulled by the City are still covered under this guarantee.
2. Contractor shall guarantee that all materials shall meet or exceed the specifications. All materials not meeting specifications shall be replaced at no additional charge to the City of Troy.
3. All materials rejected shall be removed from the site and legally disposed of by the Contractor at no additional charge to the City of Troy.
4. Replacement materials and operations shall be in accordance with the original specifications.
5. All costs for such replacements shall be considered to be included in the bid price.
6. Replacement planting shall be completed no later than the next successive planting season.
7. All warranty plantings shall be guaranteed for one year starting at time of replacement.
8. All areas damaged during planting or replacement planting shall be fully restored by the Contractor to their original and/or specified conditions no later than May 1<sup>st</sup>.
9. Contractor shall not assume responsibility during the guarantee period for damage resulting from flood, lightning storms, freezing rains, winds over sixty (60) mph, vehicular traffic, fire, resident abuse, or vandalism.



## 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 Courtney S. LaBuhn, 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:~~

<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>

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

<del>_____</del>	<del>_____</del>
------------------	------------------



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

The undersigned, the owner or authorized officer of Marine City Nursery Co (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Marine City Nursery Co. and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:** None

BIDDER: Marine City Nursery Co  
Courtney S LaBuhn  
By: Courtney S LaBuhn  
Its: President

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF St Clair )

This instrument was acknowledged before me on the 24 day of June, 2020, by  
Karen M. Pennewell





**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	Marine City Nursery Co.
Street Address	5304 Marine City Hwy
City	China
State, Zip	MI 48054
Corporate I.D. Number/State	38- 181 7379
Taxpayer I.D. #	38- 181 7379

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: Dominic Dietlin

Printed Name of Vendor's Authorized Agent: Dominic Dietlin

Witness Signature: Courtney S. Labuhn

Printed Name of Witness: COURTNEY S. LABUHN



**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.**

Marine City Nursery Co  
Name of Agency/Company/Firm (Please Print)

Courtney S LaBato  
Name and title of authorized representative (Please Print)

x Courtney S LaBato  
Signature of authorized representative  
Date 6/24/20

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



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Dominic Dietlin, being duly sworn deposed, says that he/she  
(Print Full Name)

is Controller. 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.

Dominic Dietlin  
SIGNATURE OF PERSON SUBMITTING BID

Karen M Pennewell  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 24<sup>th</sup> day of June, 2020 in and for St. Clair County County.

My commission expires:

9-14-2025



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: July 7, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Lisa Burnham, Accounting Manager  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager  
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications –  
2020 Street Tree Planting

### History

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

### Purchasing

On June 25, 2020 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Street Trees. The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). Seventy (70) vendors were notified via the MITN website. Two (2) bids were received. Below is a detail summary of the vendor responses.

Companies notified via MITN	70
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	16
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)**

*Marine City Nursery Company of Marine City, MI* was the low bidder, meeting all bid specifications for the purchase and installation of Balled and Burlap or Container Grown Trees, and is being recommended. *Marine City Nursery Company* has successfully provided trees for the City of Troy and meets all requirements.

### **Financial**

Funds for the tree-planting program are budgeted and available in the Parks Department, Local Tree Planting account in the amount of \$148,000 for the 2021 Fiscal Year. In addition, City staff continues to apply for grants to assist in its tree-planting program.

### **Recommendation**

City management recommends awarding a contract to purchase and have installed on as needed basis balled and burlap or container grown trees to the low bidder meeting specifications; *Marine City Nursery Company of Marine City, MI* at the unit prices contained in the bid tabulation opened June 25, 2020 not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

Opening Date -- 06/25/2020  
Date Reviewed -- 06/25/2020

CITY OF TROY  
BID TABULATION  
STREET TREES

ITB-COT 20-25  
Pg 1 of 1

VENDOR NAME:	Marine City Nursery Company	Crimboli Nursery Inc.
CITY:	China Twp.	Canton, MI
CHECK AMT:	\$5,000.00	Not Included
CHECK #:	33277411	

PROPOSAL: To Provide and plant for the City of Troy Ball and Burlap or Container Grown Trees in accordance with the bid specifications.

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

Price Per Planted Tree:		\$369.00	\$500.00
Proposal A Total Cost (unit price x 500):		\$184,500.00	\$250,000.00
FALL 2020			
LIST OF NINE TREE TYPES:	Y/N	Y	Y
HOW MANY TREES LISTED:		9	11
<b>CONTACT INFORMATION</b>			
HOURS OF OPERATION:		M-F 8-5	9am-5pm
24 HOUR PHONE #		810-650-0676	734-495-1700 Office 734-674-5283 Adam Sulek
STATEMENT OF GUARANTEE:		Y - As Specified	2 Years
REFERENCES:	Y/N	Y	Y
INSURANCE MET:	Y/N	Y	Y
PAYMENT TERMS:		Net 30 Days	Net 30
DELIVERY:		Not Specified	Fall 2020
EXCEPTIONS:	Y/N	N	N
ACKNOWLEDGEMENT:	Y/N	Y	Y
FORMS:	Y/N	Y	Y

Attest:  
(\*Bid Opening conducted via a Go-To Meeting)  
Dennis Trantham  
Sue Riesterer  
Kristine Kallek  
Jackie Ahlstrom

MaryBeth Murz,  
Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Al Bourdeau Insurance Agency - Port Huron 5651 Lakeshore Road  Port Huron MI 48059		<b>CONTACT NAME:</b> Julie Moss <b>PHONE (A/C, No, Ext):</b> (810) 385-4417 <b>FAX (A/C, No):</b> (810) 385-7860 <b>E-MAIL ADDRESS:</b> juliem@albourdeauinsurance.com	
<b>INSURED</b> MARINE CITY NURSERY CO. 5304 MARINE CITY HWY  CHINA MI 48054-4609		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Employers Mutual Casualty Co <b>INSURER B:</b> EMCASCO Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 21415 21407	

## COVERAGES

**CERTIFICATE NUMBER:** CL1912559699

**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 <input checked="" type="checkbox"/> PESTICIDE/HERBICIDE <input checked="" type="checkbox"/> X, C and U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5D23708	12/06/2019	12/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E23708	12/06/2019	12/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<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			5J23708	12/06/2019	12/06/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROJECT: ITB-COT 20-25 STREET TREES

PER THE ENDORSEMENT ISSUED BY THE COMPANY AND THE POLICY CONDITIONS, CITY OF TROY INCLUDING ARCHITECTS AND ENGINEERS, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS. INSURER WILL ENDEAVOR TO MAIL A THIRTY DAYS WRITTEN NOTICE OF CANCELLATION TO THE CITY OF TROY WITH REGARDS TO GENERAL LIABILITY.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF TROY 500 W. BIG BEAVER ROAD  TROY MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; 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.

**D. 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.

**E. All other terms and conditions of this policy remain unchanged.**