

CITY COUNCIL MINUTES

April 17, 2023

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Abandoned Property Mowing**

Resolution #2023-04-069-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications, *Green Leaves Inc. of Southfield MI*, for an estimated total cost of \$193,400 for 2023, \$203,070 for 2024 and \$212,740 for year 2025, at prices contained in the bid tabulation opened March 16, 2023, which includes a \$0.04 per square foot additional cost for turf exceeding 36" in height and a 5% escalator for each renewal option; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract expiring December 31, 2027.

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.

PURCHASE/SERVICE CONTRACT

PAGE: 1 of 2

Ship ToCity of Troy
Planning
500 W BIG BEAVER RD
TROY, MI 48084**Bill To**City of Troy
Planning
500 W BIG BEAVER RD
TROY, MI 48084**No:** 2023-90000013
Date: 04/25/2023**FOB DESTINATION****Entered By:** Andrew
Chambliss**Vendor**GREEN LEAVES, INC
21421 HILLTOP ST, #13
SOUTHFIELD, MI 48033**CONTRACT DESCRIPTION**

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
05/01/2023	12/31/2025	2 Times Annually	2023-04-069-J-4a	2023-90000013	0.00

MOWING - Abandoned Property

MOWING - Abandoned Property

THREE (3) YEAR CONTRACT with the option to renew for TWO (2) additional years for an estimated total cost of \$193,400 for 2023, \$203,070 for 2024 and \$212,740 for year 2025 at prices contained in the bid tabulation opened March 16, 2023.

THREE (3) YEAR Contract expires: 12/31/2025

TWO (2) YEAR Renewal upon mutual agreement expires: 12/31/2027

2023

Unit Price (Cost per Sq. Ft.) - \$0.04

Cost for Hourly Fee - \$95.00

Cost for Show-up Fee - \$20.00

2024

Unit Price (Cost per Sq. Ft.) - \$0.04

Cost for Hourly Fee - \$100.00

Cost for Show-up Fee - \$21.00

2025

Unit Price (Cost per Sq. Ft.) - \$0.04

Cost for Hourly Fee - \$105.00

Cost for Show-up Fee - \$22.00

City Council Award Date: 4/17/2023

Resolution # 2023-04-069-J-4A

Note: Bid Deposit Check #9222623136 shall be retained as a performance surety until successful completion of all contract requirements. Bid Deposit # 2023-00031349

***Additional Cost of \$0.04/sq. ft. for property turf exceeding 36" for years 2023, 2024 and 2025.

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.


Emily Forriera
Purchasing Manager

Vendor Name:	Green Leaves, Inc.
City:	Southfield, MI
Check #:	9222623136
Check Amount:	\$2,000.00

PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

Description	2023	2024	2025
ITEM #1 - SQUARE FOOT PRICING			
Unit Price (Cost per Sqare Foot)	\$0.04	\$0.04	\$0.04
Total Est. Cost (4,835,000 Sq. Ft. x Unit Price	\$193,400.00	\$203,070.00	\$212,740.00
Total Est. Cost (3 Years):	\$609,210.00		
ITEM #2 - HOURLY FEE per Specification C -14			
Cost for Hourly Fee	\$95.00	\$100.00	\$105.00
ITEM #3 - SHOW-UP FEE per Specifications C-15			
Cost for Show-up Fee	\$20.00	\$21.00	\$22.00

Confirmed Specs understanding:	Y/N	Y
Can meet Service Schedule:	Y/N	Y
Contact Information:		
Hrs of Operation:		7am to dark
24 Hr. Contact Phone No.:		248-505-7793
E-mail Address:		office@greenleavesinc.com
Contact Name:		Sean Najjar
References:	Y/N	Y
Insurance Met:	Y/N	Y
Payment Terms:		Net 30
<p>The reasons for the exception, deviation, etc. are an integral part of this bid offer. There is an additional cost of \$0.04 per square foot for any property that has turf over 36". Said \$0.04 will be in affect for 2023, 2024, and 2025. The additional cost is for labor to cut the turf multiple times as well as the cost to remove and deliver the clippings to a facility that will dispose of the debris. Also, should the City of Troy choose to extend this Agreement for the optional 2 years, costs will increase 5% each consecutive year.</p>		
Exceptions:		
Acknowledgement:	Y/N	Y
Signed Vendor Questionnaire:	Y/N	Y
Indemnification Clause:	Y/N	Y
Sole Proprietor Worker's Comp Release Form (if applicable):	Y/N	N/A
Forms:	Y/N	Y

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Jackie Ferencz

Heather Chomiak

Opening Date: 03/16/2023
Reviewed Date: 03/16/2023

ITB-COT 23-09
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Vendor Name:	Green Leaves, Inc.	DISQUALIFIED
		Russell Landscaping, Inc.
		Troy, MI
		Not Included
City:	Southfield, MI	
Check #:	9222623136	
Check Amount:	\$2,000.00	

PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

Description	2023	2024	2025	2023	2024	2025
ITEM #1 - SQUARE FOOT PRICING						
Unit Price (Cost per Sqare Foot)	\$0.04	\$0.04	\$0.04	\$0.0080	\$0.0082	\$0.0084
Total Est. Cost (4,835,000 Sq. Ft. x Unit Price)	\$193,400.00	\$203,070.00	\$212,740.00	\$38,849.23	\$39,622.83	\$40,415.77
Total Est. Cost (3 Years):	\$609,210.00			\$118,887.82		

ITEM #2 - HOURLY FEE per Specification C -14						
Cost for Hourly Fee	\$95.00	\$100.00	\$105.00	\$50.00	\$56.00	\$57.00

ITEM #3 - SHOW-UP FEE per Specifications C-15						
Cost for Show-up Fee	\$20.00	\$21.00	\$22.00	\$32.00	\$33.00	\$35.00

Confirmed Specs understanding:	Y/N	Y	Y
Can meet Service Schedule:	Y/N	Y	Y
Contact Information:			
Hrs of Operation:		7am to dark	24/7
24 Hr. Contact Phone No.:		248-505-7793	313-600-4883
E-mail Address:		office@greenleavesinc.com	brett.russellcompanies@gmail.com
Contact Name:		Sean Najjar	Brett Russell
References:	Y/N	Y	Y
Insurance Met:	Y/N	Y	Y
Payment Terms:		Net 30	Net 60
Exceptions:		The reasons for the exception, deviation, etc. are an integral part of this bid offer. There is an additional cost of \$0.04 per square foot for any property that has turf over 36". Said \$0.04 will be in affect for 2023, 2024, and 2025. The additional cost is for labor to cut the turf multiple times as well as the cost to remove and deliver the clippings to a facility that will dispose of the debris. Also, should the City of Troy choose to extend this Agreement for the optional 2 years, costs will increase 5% each consecutive year.	
Acknowledgement:	Y/N	Y	Y, 1 of 3 signatures missing
Signed Vendor Questionnaire:	Y/N	Y	Y
Indemnification Clause:	Y/N	Y	N
Sole Proprietor Worker's Comp Release Form (if applicable):	Y/N	N/A	N
Forms:	Y/N	Y	N

Attest:
(*Bid Opening conducted via a Zoom Meeting)

Jackie Ferencz
Heather Chomiak

Emily Frontera
Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 23-09
Page 1 of 7

The undersigned proposes to **FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE-YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS**, in accordance with the attached specifications. All items including the specifications, insurance certificate(s) and bid proposal are to be considered an integral part hereof, at the following prices:

COMPANY NAME: Green Leaves, Inc. dba Green Leaves Lawn & Landscape

FURNISH MOWING SERVICES FOR ABANDONED PROPERTIES AT VARIOUS LOCATIONS: Total mowing in 2022 was 3,789,000 square feet. Yearly average mowing 2020 to 2022 was 4,835,000 square feet.

ITEM #1 – SQUARE FOOT PRICING

YEAR	UNIT PRICE (Cost per Square Foot)	TOTAL ESTIMATED COST (4,835,000 Sq. Ft. x Unit Price)
2023	\$.04 /sq. ft.	\$ 193,400.00
2024	\$.042 /sq. ft.	\$ 203,070.00
2025	\$.044 /sq. ft.	\$ 212,740.00

ITEM #2 – HOURLY FEE Per Specification C-14

Some Properties have *unique circumstances* that solely require string trimming (e.g. plant beds), manual hand removal of noxious vegetation, or other unanticipated circumstances. Contractor is responsible for these areas when authorized by a City Representative and shall be paid based upon the Hourly Fee specified

YEAR	COST FOR HOURLY FEE Program Specifications C - 14
2023	\$ 95.00 /Hr.
2024	\$ 100.00 /Hr.
2025	\$ 105.00 /Hr.

ITEM #3 – SHOW-UP FEE Per Specification C -15

YEAR	COST FOR SHOW-UP FEE Program Specifications C -15
2023	\$ 20.00
2024	\$ 21.00
2025	\$ 22.00

NOTE: Firms responding to the bid must comply with the specifications set forth herein without deviation. Make sure that you have read, understand and have the ability to comply with the specifications for the quoted in the bid proposal.

I have read, understand, and have the ability to comply with specifications in this document.

Bidder initials: SVN

UNIT PRICES:

Unit prices shall prevail. The City of Troy Purchasing Department will correct all mathematical errors.

SQUARE FOOTAGE:

The City of Troy reserves the right to add or delete square footage and sites. A specific amount of work cannot be guaranteed,

SERVICE DEADLINE:

The City of Troy is seeking a qualified contractor for ON CALL Code Enforcement Mowing. It is a high priority that requested services be completed on time, in accordance with the contract. Bidders must anticipate labor and equipment needs beyond their regular customer base.

****All requests for service shall be completed within 5 calendar days**

 X Our Company can meet the service schedule

 Our Company cannot meet the service schedule but offers: _____

ESTIMATED QUANTITIES:

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

INFORMATION:

For additional general information or questions about the specifications, please contact Paul Evans, Zoning Compliance Specialist at (248) 524-3359 or at Paul.Evans@troymt.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid 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. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

CONTACT INFORMATION:

Hours of operation: Landscape season-7am to dark. Snow season-24 hours E-mail Address office@greenleavesinc.net

24 Hr. Contact Phone No. 248-505-7793 Contact Name Sean Najjar

AWARD:

The evaluation and award of this bid shall be based upon a combination of factors including, but not limited to: ability to perform, references, professional competence, equipment and equipment inspection, cost, labor, the correlation of the bid proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City of Troy reserves the right to award this bid to the bidder to whomsoever 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.

COMPANY NAME: Green Leaves, Inc.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest selected bidder shall be forfeited 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,

CONTRACT FORMS:

Bidders should complete and sign 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. Sole Proprietors must include the Worker's compensation Release Form as well.

PUBLIC ACT 57:

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

SUBCONTRACTORS:

The City will not allow subcontracting of mowing services.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is on file; the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

REFERENCES:

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

City of Southfield
Contact Person: Tyrice Beeks
Address: 26000 Evergreen Rd. - P.O. Box 2055, MI 48033 Telephone: 248-796-4138
Contract Date: 2022
Contract Description: Noxious Weed Ordinance Enforcement Contract.

Oakland County International Airport and Southwest Airport Contact Person: Jim Rowland – Facility Manager
Address: 6500 Highland Road, Waterford MI 48327
Telephone: 248-505-8394
Contract Date: 2013 – Current

West Bloomfield Township
Contact Person: Simon Parker – Project Maintenance Supervisor
Address: 4550 Walnut Lake Rd. West Bloomfield, MI 48323
Telephone: 248-704-0006
Contract Date: Providing Services since 2019

Oakland County Water Resources Commission
Contact Person: Kevin Schulz – Supervisor II - Pump Maintenance Unit
Address: 4860 Pontiac Lake Rd MI 48328
Telephone: 248-618-9690
Contract Date: 2022 - Current
Contract Description: Cut grass at pump stations located throughout Oakland County.

Oakland County Clemis Towers
Contact Person: Cliff Woods - Supervisor
Address: Oakland County Clemis - Pontiac, MI 48341
Telephone: 248-431-0505
Contract Date: 2019 - current
Contract Description: Maintain the vegetation around the tower sites. Weed Control.

COMPANY NAME: Green Leaves, Inc.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 15 days written notice due to poor performance. The Zoning Compliance Specialist or his 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. Under this situation, the bid surety of the awarded bidder will be forfeited and retained by the City of Troy as damages for breach of contract.

TERMINATION FOR CONVENIENCE:

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

LAWS:

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

BIDDER'S GENERAL QUESTIONNAIRE:

All bidders will complete the attached vendor questionnaire and submit it with the bid proposal.

COMPANY NAME: Green Leaves, Inc.

INSURANCE REQUIREMENTS:

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

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

(X) We can meet the specified insurance requirements.

() We cannot meet the specified insurance requirements.

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

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

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: Green Leaves, Inc.

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: Green Leaves, Inc.

SIGNATURE PAGE

PRICES: Prices shall remain firm for sixty (60) days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period, to commence on the date of award and continue for three (3) years; expiring on November 1, 2025

The contract contains one option to renew for two (2) additional years based upon mutual consent of both parties within 90 days of contract expiration under the same terms and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The City of Troy may terminate this contract with written notice at least fifteen (15) days in advance.

The successful bidder may request an increase in the original proposed rates at the beginning of each option year not to exceed 3% or the current State of Michigan- Department of Treasury Inflation Rate Multiplier (IRM) whichever is lower. In the event that the rates are not acceptable by the City, the Contract may be cancelled.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  , President

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

TAX ID: 03-0523059

COMPANY Green Leaves, Inc.

ADDRESS 21421 Hilltop St. Unit 13 CITY Southfield STATE MI ZIP 48033

TELEPHONE NUMBER (248) 426-6761 FAX NUMBER (248) 562-3217

REPRESENTATIVE NAME: Sean Najjar, President

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  , President

PAYMENT TERMS: Net 30 EMAIL: office@greenleavesinc.net

BID CHECK #: 9222623136 DELIVERY: AS SPECIFIED

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer. There is an additional cost of \$0.04 per square foot for any property that has turf over 36". Said \$0.04 will be in effect for 2023, 2024, and 2025. The additional cost is for labor to cut the turf multiple times as well as the cost to remove and deliver the clippings to a facility that will dispose of the debris. Also, should the City of Troy choose to extend this Agreement for the optional 2 years, costs will increase 5% each consecutive year. As Exhibit A shows, the administration to provide detailed information and pictures to the City of Troy is time-consuming (and is done by the owners of Green Leaves.) Green Leaves provides said services to save time for the City in order to collect from the non-compliant resident.

ACKNOWLEDGEMENT:

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE  , President

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

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

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



**CITY OF TROY
VENDOR QUESTIONNAIRE**

Please provide the following information and submit with your bid proposal:

DATE: 02/24/2023
Month/Date/Year

COMPANY NAME: Green Leaves, Inc. dba Green Leaves Lawn & Landscape

ESTABLISHED: June 24, 2005 STATE: Michigan TYPE OF

ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- © **Corporation**
- d. Joint Venture
- e. Other _____

If applicable:

FORMER COMPANY NAME(S)

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

Please provide the following information and submit with your bid proposal:

1. Number of years experience doing this type of work **18**
2. List all mowing equipment owned by your firm to be used for this proposal; include make, model number, year and mowing widths.

Make	Model	Year	Mowing width
Exmark	Lazer E Series	2023	60"
Exmark, qty: 2	Lazer E Series	2022	60"
Exmark	Lazer E Series	2021	60"
Exmark	Lazer E Series	2018	60"
Exmark, qty: 2	Staris S Series	2021	60"
Exmark	Viking	2018	48"
Exmark, qty: 2	Viking	2016	48"
A number of weed whips, edgers and blowers - approximately 40			
The Viking walk-behind models are like new as they are only used at the airport.			

3. BUSINESS PLAN:

Describe how your company plans to effectively meet On Call Specifications while maintaining your company's presumed regular seasonal workloads:

Green Leaves has enough equipment and employees to have one (1) crew dedicated to the City of Troy. When that crew is not working on properties for the City of Troy, it will be working with our other crews. When we performed similar services for the City of Southfield last year, we reserved Thursday and Friday to perform services. If we are awarded the City of Troy contract, we can establish mutually agreeable day(s) of the week to dedicate our General Manager's crew to provide the contracted services.

4. Indicate the number of full-time and part-time employees employed by your company:

Part time: 4
Full time: 14-18

5. UNIFORMS:

Please describe your company issued uniforms:

Green Leaves provides company issued safety orange shirts for managers and safety green shirts for non-management team members. The pant color is khaki or black and the hats have the Green Leaves logo on them.

6. Identify those in your company who will be responsible, including the Project Manager assigned to this contract. Include all credentials of principals and those who will be assigned to this contract.

Project Manager Name: Sean Najjar Title: President

Cellular Phone..... 248-505-7793
Office Phone..... 248-426-6761
Fax..... 248-562-3217
Email..... office@greenleavesinc.net

ASSIGNED STAFF AND CREDENTIALS: (Please List)

Matt Hughes, General Manager - 10 years experience lawn maintenance foreman
Chris Sanchez, crew leader - 8 years experience
John Rushlow, 7 years experience

7. List all contract commitments your firm has been engaged to perform for 2022. Give organization name, name of contract and value of contract. (Attach additional pages as needed)

ORGANIZATION	CONTRACT	VALUE
Oakland County International Airport - Landscape Maintenance		
Oakland County Southwest Airport - Landscape Maintenance		
Oakland County Clemis - Clemis Tower Vegetation Control		
Oakland County Water Resource Commission - Mowing of Pump Stations		
City of Southfield - Noxious Weed Ordinance Contract	Granata Realty - Landsape & Snow	
Dave and Busters - Landscape & Snow Maintenance	GreenPointe I Condos - Snow Maintenance	
Manors at Knollwood Apartments - Landscape Maintenance	BP Gas Stations - Landscape	
Tollgate Ravines, Condominiums - Landscape & Snow	Medilodge - Landscape Maintenance	
Green Farms, Condominiums - Landscape & Snow	MacLean Law Firm - Landscape & Snow	
Lakeview Apartments - Landscape Maintenance	12-High Plaza - Snow Maintenance	
Pavilion Court Apartments - Snow Maintenance	LaSalle Group - Landscape & Snow	
Meadowbrook Townhomes - Snow Maintenance	Sabre Steel - Landscape & Snow	
Chimney Hill Condos - Snow Maintenance	Blue Sky Productions - Landscape & Snow	
Trillium Bluff - Landscape & Snow Maintenance	Discount Drinks - Landscape & Snow	
Hillpointe on Mirror Lake - Snow Maintenance	I-Heart Radio - Snow Maintenance	
Stortronics - Landscape & Snow Maintenance	Fairways Condos - Snow Maintenance	
Pembroke Park - Snow Maintenance	Panera Bread - Landscape & Snow	
Timbers Edge HOA - Snow Maintenance	Victory Oil - Landscape & Snow	

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

Address:

Phone Number:

Representative's Name:

Date:

 , President
Green Leaves
21421 Hilltop Street
Unit 13, Southfield MI 48033
248-426-6761
Sean Najjar
3.15.2023^(print)




CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,


Green Leaves, Inc. agrees to defend, pay on
(Name of Consultant / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

Contract / Agreement

_____, President

Contractor/Vendor representative signature/date

_____
Witness

City of Troy representative signature/date

Witness

(Please complete and return at time of proposal submittal)



CITY OF TROY

SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, _____, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (_____).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Signature

Date

Print

Witness (other than relative)

Signature

Date

Print



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 Sean Najjar, 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:~~

_____	_____
-------	-------



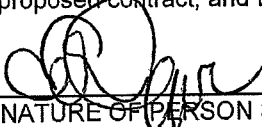
**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Sean Najjar, being duly sworn deposed, says that he/she
(Print Full Name)

is President of Green Leaves, Inc.. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

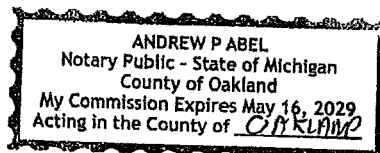

SIGNATURE OF PERSON SUBMITTING BID

Andrew P. Abel
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15th day of March, 2023 in and
for Oakland County.

My commission expires:

MAY 16, 2029





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

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

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

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

☒ I am able to certify to the above statements.

Green Leaves, Inc.

Name of Agency/Company/Firm (Please Print)

Sean Najjar, President

Name and title of authorized representative (Please Print)

 , President

Signature of authorized representative

March 15, 2023

Date

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

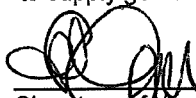


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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	Green Leaves, Inc. dba/ Green Leaves Lawn and Landscape
Street Address	21421 Hilltop Street, Unit 13
City	Southfield
State, Zip	MI, 48033
Corporate I.D.	State 00956D
Taxpayer I.D. #	03-0523059

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.


_____, President
Signature of Vendor's Authorized Agent

Sean Najjar

Printed Name of Vendor's Authorized Agent



Witness Signature
Kimberly Najjar

Printed Name of Witness



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

The undersigned, the owner or authorized officer of Green Leaves, Inc. (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 Green Leaves, Inc. and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER: Green Leaves, Inc.

By: Sean Najjar

Its: President

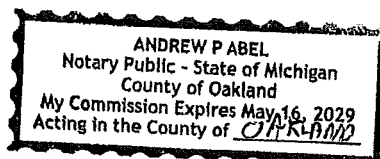
STATE OF MICHIGAN

) ss.

COUNTY OF OAKLAND

This instrument was acknowledged before me on the 15th day of March, 2023, by

Sean Najjar



Andrew P. Abel
NOTARY PUBLIC

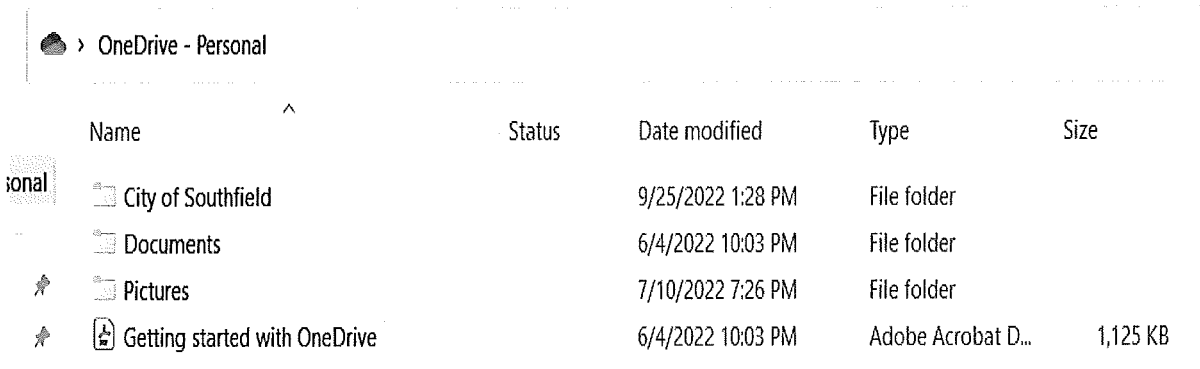
Exhibit A

Microsoft OneDrive Photo Files

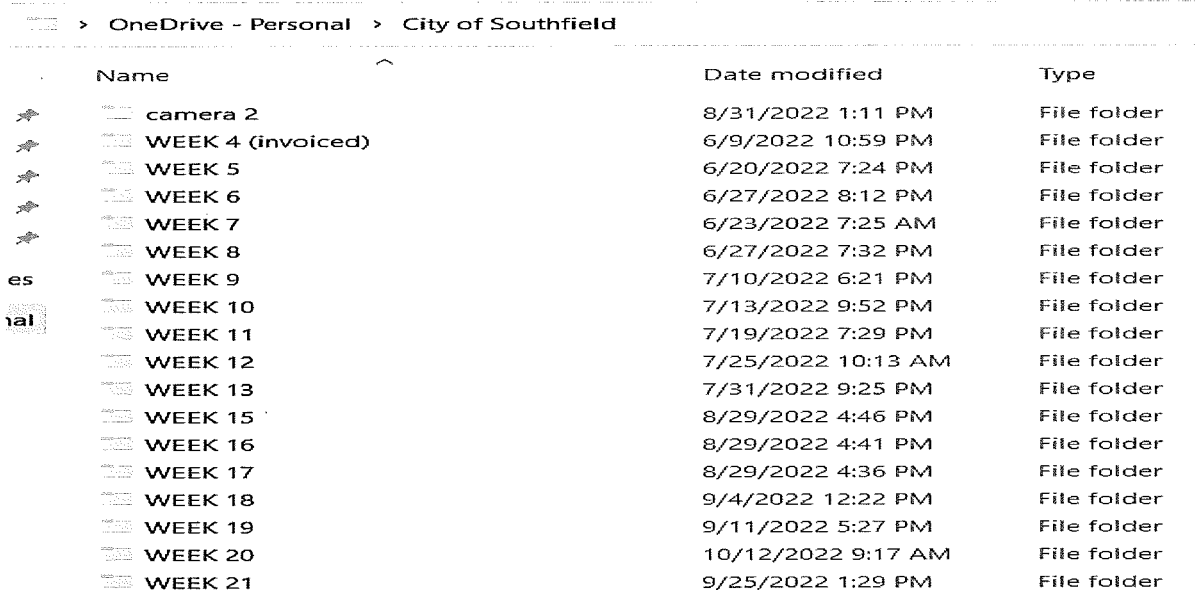
Last year, Green Leaves was contracted by the City of Southfield to provide services to enforce its noxious weed ordinance. Green Leaves created a shared drive through Microsoft OneDrive that the City of Southfield could access. The shared drive contained a folder for each week that the City chose to have Green Leaves perform services. Within each week was:

- The schedule from the City of Southfield, which was in an Excel format.
- Additional folders, arranged by property address.
- A folder for each specific property which contained a minimum of three (3) pictures taken by Green Leaves, each showing a date and time stamp showing:
 - The address of the dwelling
 - The condition of the property prior to service(s)
 - The condition of the property after service(s)

Example



Name	Status	Date modified	Type	Size
City of Southfield		9/25/2022 1:28 PM	File folder	
Documents		6/4/2022 10:03 PM	File folder	
Pictures		7/10/2022 7:26 PM	File folder	
Getting started with OneDrive		6/4/2022 10:03 PM	Adobe Acrobat D...	1,125 KB



Name	Date modified	Type
camera 2	8/31/2022 1:11 PM	File folder
WEEK 4 (invoiced)	6/9/2022 10:59 PM	File folder
WEEK 5	6/20/2022 7:24 PM	File folder
WEEK 6	6/27/2022 8:12 PM	File folder
WEEK 7	6/23/2022 7:25 AM	File folder
WEEK 8	6/27/2022 7:32 PM	File folder
WEEK 9	7/10/2022 6:21 PM	File folder
WEEK 10	7/13/2022 9:52 PM	File folder
WEEK 11	7/19/2022 7:29 PM	File folder
WEEK 12	7/25/2022 10:13 AM	File folder
WEEK 13	7/31/2022 9:25 PM	File folder
WEEK 15	8/29/2022 4:46 PM	File folder
WEEK 16	8/29/2022 4:41 PM	File folder
WEEK 17	8/29/2022 4:36 PM	File folder
WEEK 18	9/4/2022 12:22 PM	File folder
WEEK 19	9/11/2022 5:27 PM	File folder
WEEK 20	10/12/2022 9:17 AM	File folder
WEEK 21	9/25/2022 1:29 PM	File folder

OneDrive - Personal > City of Southfield > WEEK 5

les
nal

Before and After Pictures

› OneDrive - Personal › City of Southfield › WEEK 5 › 26336 W. 12 MILE RD



DSCF0018

les

Exhibit A

After Green Leaves provided the documentation in the shared drive, it updated the City of Southfield's spreadsheet to include the calculations for each address (square footage which was provided by the City of Southfield multiplied by the agreed-to amount per square foot) as well as a trip fee if the property was already serviced. Green Leaves calculated the total dollar amount of properties serviced and the total dollar amount for properties that only had a trip-fee charge. Green Leaves created an invoice for each week, separating out the amount owing for the properties that were serviced and the properties that only had a trip fee. We attached the spreadsheet to the invoice and emailed it to the contact person at the City of Southfield.

When Green Leaves was not able to service portions of the property, due to various factors, we advised the contact at the City of Southfield that we needed amended square footage for the area that we were able to service. We changed the spreadsheet accordingly.



500 West Big Beaver
Troy, MI 48084
troyml.gov

CITY COUNCIL AGENDA ITEM

Date: April 11, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Emily Frontera, Purchasing Manager
Paul Evans, Zoning and Compliance Specialist

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Abandoned Property Mowing

History

- City Code Chapter 82 requires that persons controlling property and the adjacent right-of-way maintain grass and weeds no higher than 8 inches. Troy Code Enforcement is responsible for identifying, enforcing, and eliminating the presence of tall grass and weeds on private property and adjacent rights of ways within the City.
- If tall grass and weeds remain after the City notifies the property owner of a violation, the Code allows the City or its agent to eliminate tall grass and weeds at the property owner's expense.
- Property owners are invoiced for contractor charges, Inspector labor and vehicle charges, and costs to create and process invoices. Unpaid costs are charged to the property.
- Properties cut typically include single family homes, vacant lots, those with unoccupied buildings, and rights-of-way between property and roads.
- In 2022, the City requested service 173 times for mowing an aggregate total of 3,789,000 square feet.

Purchasing

- On March 16, 2023, a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City's request from firms interested in providing Abandoned Property Mowing Services for the City of Troy.
- Companies were notified via the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Two hundred forty-four (244) vendors were notified via the MITN website.
- One (1) bid response was received. One (1) additional bid was non-responsive as they did not provide the bid surety as specified. Below is a detailed summary of potential vendors for the bid opportunity.

Companies notified via MITN	244
Troy Companies notified via MITN	5
Troy Companies notified - Active email Notification	4
Troy Companies - Active Free	1
Companies that viewed the bid	30
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
troyml.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Green Leaves Inc. of Southfield, MI* is the low bidder meeting all bid specifications and is being recommended for award.
- Green Leaves' bid includes an additional cost of \$0.04 per square foot for any property with turf exceeding 36" in height to cover the labor for multiple cuts and a 5% escalator for each option year renewal.

Financial

Funds for the Abandoned Mowing Program are available in the Building Inspection Department operating budgets. Expenditures will be charged to 101.371.371.7816. Funds are recouped as property owners are invoiced for abated services. Unpaid costs are charged to the property.

Recommendation

City Management recommends awarding a three (3) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications; *Green Leaves Inc. of Southfield MI*, for an estimated total cost of \$193,400 for 2023, \$203,070 for 2024 and \$212,740 for year 2025 at prices contained in the bid tabulation opened March 16, 2023, contract expiring December 31, 2027.

Vendor Name:	Green Leaves, Inc.		
City:	Southfield, MI		
Check #:	9222623136		
Check Amount:	\$2,000.00		
PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT, TRANSPORTATION, AND LANDSCAPE MAINTENANCE SERVICES FOR MOWING ABANDONED PROPERTIES FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.			
Description	2023	2024	2025
ITEM #1 - SQUARE FOOT PRICING			
Unit Price (Cost per Sqare Foot)	\$0.04	\$0.04	\$0.04
Total Est. Cost (4,835,000 Sq. Ft. x Unit Price)	\$193,400.00	\$203,070.00	\$212,740.00
Total Est. Cost (3 Years):	\$609,210.00		
ITEM #2 - HOURLY FEE per Specification C -14			
Cost for Hourly Fee	\$95.00	\$100.00	\$105.00
ITEM #3 - SHOW-UP FEE per Specifications C-15			
Cost for Show-up Fee	\$20.00	\$21.00	\$22.00
Confirmed Specs understanding:	Y/N	Y	
Can meet Service Schedule:	Y/N	Y	
Contact Information:			
Hrs of Operation:	7am to dark		
24 Hr. Contact Phone No.:	248-505-7793		
E-mail Address:	office@greenleavesinc.com		
Contact Name:	Sean Najjar		
References:	Y/N	Y	
Insurance Met:	Y/N	Y	
Payment Terms:	Net 30		
<p>The reasons for the exception, deviation, etc. are an integral part of this bid offer. There is an additional cost of \$0.04 per square foot for any property that has turf over 36". Said \$0.04 will be in affect for 2023, 2024, and 2025. The additional cost is for labor to cut the turf multiple times as well as the cost to remove and deliver the clippings to a facility that will dispose of the debris. Also, should the City of Troy choose to extend this Agreement for the optional 2 years, costs will increase 5% each consecutive year.</p>			
Exceptions:			
Acknowledgement:	Y/N	Y	
Signed Vendor Questionnaire:	Y/N	Y	
Indemnification Clause:	Y/N	Y	
Sole Proprietor Worker's Comp Release Form (if applicable):	Y/N	N/A	
Forms:	Y/N	Y	

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Jackie Ferencz
Heather Chomiak



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2023

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).

PRODUCER	JPS Insurance Agency 1111 W Long Lake Rd Ste 201 Troy, MI 48098	CONTACT NAME: Beth Stout PHONE (A/C, No, Ext): (248)646-6657 E-MAIL ADDRESS: beth.stout@jpsagency.com FAX (A/C, No): (248)971-2382
INSURED	Green Leaves Inc. 21421 Hilltop Unit 13 Southfield, MI 48034	INSURER(S) AFFORDING COVERAGE INSURER A: Grange Mutual INSURER B: Grange Mutual INSURER C: SiriusPoint America Insurance Company INSURER D: Cox Specialty Markets INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00002372-8141976

REVISION NUMBER: 73

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP2872907	03/21/2023	03/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 2872908	03/21/2023	03/21/2024	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"/> EXCESS LIAB DED RETENTION \$			CUP2872909	03/21/2023	03/21/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		WC117970	03/21/2023	03/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	GL - Snow			CCP-1026478	11/13/2022	11/13/2023	General Aggregate 2,000,000
D	GL - Snow			CCP-1026478	11/13/2022	11/13/2023	Each Occurrence 1,000,000

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

Certificate holder listed is hereby added as additional insured as respects to general and auto liability.
Coverage is Primary and Non-Contributory
30 Day Notice of Cancellation applies

CERTIFICATE HOLDER

CANCELLATION

City of Troy
Purchasing Manager
500 West 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

(BDS)

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
CITY OF TROY 500 W BIG BEAVER RD TROY MI 48084	VARIOUS VARIOUS

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.

GREEN LEAVES INC
21421 HILLTOP ST
SOUTHFIELD MI 48033

Grange Ins. Co. of Michigan
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 03

Policy Number: CPP 2872907

Cancellation Privilege Notice

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
at 12:01 A.M. standard time	
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

Name and Address of Person or Organization to Receive Notice of Cancellation:

CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

- A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least 30 days before the effective date of cancellation.
- B. If you cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation.

Grange Ins. Co. of Michigan
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2872907

Contractors' Optimum Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS COMPUTER COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location. If a limit is shown elsewhere in the policy for any of these coverages, then that limit applies in addition to the limits shown below. If a different deductible amount is shown in the policy for any of these coverages, then that deductible will be the applicable deductible.

A separate limit of \$500,000 applies on a **Per Loss Aggregate** basis to those coverages shown below that are designated **PLA**. This **Per Loss Aggregate** Limit applies separately at each location designated on the policy Declarations. At the time of loss, the first Named Insured may elect to apportion this **Per Loss Aggregate** Limit of Insurance to any one or any combination of those coverages, but under no circumstances will the aggregate apportionment be permitted to exceed \$500,000 at any one designated location. For complete details of the coverages provided, refer to the specific policy language.

BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO THE PER LOSS AGGREGATE

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
PLA	Property Deductible	Accounts Receivable	9
PLA	None	Claim Expense	10
PLA	Property Deductible	Computer	18
PLA	Property Deductible	Consequential Loss Assumption	15
PLA	Property Deductible	Fine Arts Not Held For Sale	15
PLA	None	Fire Department Service Charge	5
PLA	Property Deductible	Mobile Equipment On Premises	16
PLA	None	Recharge Of Fire Protection Equipment	9
10% of Loss Subject To PLA	None	Reward Payment	8
PLA	Property Deductible	Utility Services - Direct Damage	16
PLA	Property Deductible	Valuable Papers And Records (Other Than Electronic Data)	13

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BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO A SPECIFIC LIMIT OF INSURANCE

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$50,000 Building	Property Deductible	Appurtenant Structures	17
\$5,000 BPP	Property Deductible	Appurtenant Structures	17
\$10,000	Property Deductible	Backup Of Sewer And Drains	11
\$10,000	Property Deductible	Business Personal Property Temporarily In Portable Storage Units	14
\$25,000	None	Computer And Funds Transfer Fraud	12
Included in BPP Limit	Property Deductible	Contents Of Fuel Storage Tanks	5
\$25,000 Per Occurrence; \$100,000 Annual Aggregate	Property Deductible	Contractual Penalties	11
\$10,000	Property Deductible	Deferred Payments	16
\$10,000	None	Employee Theft Including ERISA	11
\$10,000	None	Forgery Or Alteration	11
Included In Building Limit	Property Deductible	Fuel Storage Tanks	5
\$1,000	None	Lock And Key Replacement	11
\$10,000 In/Out	None	Money And Securities	9
\$1,000,000	Property Deductible	Newly Acquired Or Constructed Property - Building - 180 Days To Report	12
\$500,000	Property Deductible	Newly Acquired Or Constructed Property - Business Personal Property - 180 Days To Report	12
\$5,000	Property Deductible	Non-Owned Detached Trailers	14
Included	Property Deductible	Ordinance Or Law Contingent Liability	6
\$50,000	Property Deductible	Ordinance Or Law Demolition Cost	7
\$50,000	Property Deductible	Ordinance Or Law Increased Cost Of Construction	7
\$10,000	Property Deductible	Ornamental Display Gardens	17
\$10,000	Property Deductible	Ornamental Landscape Display	17

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$25,000	Property Deductible	Outdoor Growing Stock	17
\$25,000	Property Deductible	Outdoor Property	15
\$10,000	Property Deductible	Personal Effects And Property Of Others (Maximum Of \$1,000 Per Employee For Loss Or Damage By Theft)	12
\$25,000	Property Deductible	Pollutant Clean up	5
Included	Property Deductible	Premises Redefined To 1,000 Feet	5
90 Days	None	Preservation Of Property	5
\$25,000	Property Deductible	Property In Transit	13
\$50,000 \$25,000 per Salesperson	Property Deductible	Property Off- Premises	13
25% Of BPP Subject To PLA	Property Deductible	Seasonal Increase	18
Included	Property Deductible	Selling Price Valuation Of Stock	18
\$25,000	Property Deductible	Signs Whether Attached To A Building Or Not	18

COMMERCIAL GENERAL LIABILITY COVERAGES

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Additional Insured - Lessor Of Leased Equipment	25
Included	None	Additional Insured - Managers Or Lessor Of Premises	26
Included	None	Additional Insureds Required By Contract	24
Included	None	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorization	26
Included	None	Aggregate Limit Per Location	23
Included	None	Aggregate Limit Per Project	23
Included	None	Blanket Primary And Noncontributory	28
Included	None	Broad Form Named Insured	24

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Coverage For Injury To Leased Workers	19
\$300,000	None	Damage To Premises Rented To You - Increased Limit	19
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined	28
\$10,000	None	Electronic Data Liability	27
Included	None	Expected Or Intended Injury	18
Included	None	Incidental Medical Malpractice	27
Included	None	Liberalization Clause	29
\$25,000 Each Occurrence/ \$50,000 Aggregate	\$250	Limited Care, Custody Or Control Coverage	20
\$5,000 Each Occurrence	\$100	Lost Key Coverage	20
\$10,000	None	Medical Payments	27
Included	None	Mobile Equipment Redefined To 1,000 Pounds	29
Included	None	Newly Formed Or Acquired Organizations - 180 Days To Report	27
Included	None	Non-Owned Watercraft Redefined To 51 Feet	19
\$25,000	None	Property Damage To Borrowed Equipment	20
\$2,500	None	Supplementary Payments Increased Limits - Bonds	24
\$500 Per Day	None	Supplementary Payments Increased Limits - Earnings	24
Included	None	Unintentional Failure To Disclose Hazards	29
\$5,000 Each Occurrence/ \$25,000 Aggregate	\$250	Voluntary Property Damage	22
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	29

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The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

I. The following amends specified provisions stated under Section A. Coverage:

1. Item 1. Covered Property a. Building (5)(b) is replaced with the following:

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

2. The following are added under item a. Building as Covered Property:

(6) Fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

3. The first paragraph of item 1. Covered Property b. Your Business Personal Property is replaced with the following:

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

4. The following is added under item b. Your Business Personal Property:

(8) Contents of any fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

(9) Personal Property Of Others that is:

(a) In your care, custody or control; and

(b) located in or on the building or structure described in the Declarations or in the open (or in a

vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

5. Item 1.c. Personal Property of Others is deleted.

II. The following amends specified provisions stated under Section A. Coverage 4. Additional Coverages:

1. Item b. Preservation of Property (2) is replaced with the following:

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

2. Item c. Fire Department Service Charge is replaced with the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

3. The last paragraph of item d. Pollutant Clean Up And Removal is replaced with the following:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

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4. Item **e. Increased Cost Of Construction** is replaced in its entirety with the following:

e. Ordinance Or Law

- (1) The coverages provided by this endorsement apply only if (1)(a) and (1)(b) are satisfied and they are then subject to the qualifications set forth in (1)(c).

(a) The ordinance or law:

- (i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

- (ii) is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

- (b)(i) The building sustains direct physical damage that is covered under this policy and as a result of damage you are required to comply with the ordinance or law; or

- (ii) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.

- (iii) But if the building sustains direct physical damage that is

not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

- (c) In the situation described in (1)(b)(ii) above, we will not pay the full amount of loss otherwise payable under the terms of the coverage provided by this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical loss bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this endorsement.

- (2) We will not pay under this endorsement for:

- (a) Enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence of, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

- (b) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or

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neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(3) Coverage

- (a) With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of or requirement to comply with an ordinance or law that requires the demolition of undamaged parts of the same building.

This **Additional Coverage** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. This does not increase the Limit of Insurance.

- (b) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(b)** is \$50,000 at each described premises. This is additional insurance.

- (c) (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
- (i) Repair or reconstruct damaged portions of that

building; and/or

- (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of or requirement to comply with the minimum standards of the ordinance or law.

However:

- (i) This additional coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

- (2) When a building is damaged or destroyed and **e.(3)(c)(1)** applies to that building, coverage for the increased cost of construction also applies to repair or reconstruction of the following subject to the same conditions stated in **e.(3)(c)(1)**:

- (i) The cost of excavations, grading, backfilling and filling;
- (ii) Foundation of the building;
- (iii) Pilings; and
- (iv) Underground pipes, flues and drains.

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The items listed in (2)(i) through (2)(iv) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision (c)(2).

We will not pay for the increased cost of construction:

- (i) Until the property is actually repaired or replaced, at the same or another premises; and
- (ii) Unless repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(c)** is \$50,000 at each described premises. This is additional insurance.

- (4) If the property is repaired or replaced at the same premises or you elect to rebuild at another premises, we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and
 - (b) The increased cost to repair, rebuild or construct the property at the same premises.
- (5) If the ordinance or law requires relocation to another premises we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and

- (b) The increased cost to rebuild or construct the property at the new premises.

- (6) Neither the Coinsurance Additional Condition nor a deductible applies to e.(3)(b) and e.(3)(c).
- (7) The terms of this Additional Coverage apply separately to each covered building.
- (8) Under this Additional Coverage we will not pay for costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was damaged; and
 - (b) You failed to comply with.
- (9) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, or Valuation Conditions, to the extent that such exclusions or limitations would conflict with the provisions of this Additional Coverage.

- 5. The following Additional Coverages are added:

f. Arson, Theft And Vandalism Rewards

We will pay on behalf of the insured for information which leads to a conviction in connection with:

- (1) A fire loss covered under this policy caused by arson;
- (2) An actual or attempted theft of Money or other Covered Property; or
- (3) A vandalism loss to the described premises.

The limit for this Additional Coverage is the actual amount of the reward payment but not greater than 10% of the

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actual loss, subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

This is additional insurance. The Coinsurance Additional Condition and Deductible do not apply to this Additional Coverage.

g. Recharge Of Fire Protection Equipment

We will pay your cost to recharge or replace, whichever is less, your fire extinguishers or automatic fire protection equipment when they are discharged as a result of fighting a fire caused by a Covered Cause of Loss, on or within 1,000 feet of the described premises.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

No Deductible applies to this Additional Coverage.

h. Money And Securities

Refer to **Insuring Agreements 3. Inside The Premises - Theft Of Money And Securities** and **5. Outside The Premises** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage.

The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 3** and \$10,000 for **Insuring Agreement 5** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 3** and **Insuring Agreement 5**.

i. Accounts Receivable

We will pay for expenses you incur due to direct physical loss or damage to your accounts receivable records caused by or resulting from a Covered Cause of Loss at a location described in the Declarations.

(1) The expenses we will pay include:

(a) Amounts due from your customers that you are unable to collect because of direct physical loss or damage to your accounts receivable records;

(b) Interest charges on any loan required to offset amounts you are unable to collect because of direct physical loss or damage to your accounts receivable records, pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary because of direct physical loss or damage to your accounts receivable records; and

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable.

(2) We will not pay expenses for loss or damage under this Additional Coverage caused by or resulting from any of the following:

(a) Bookkeeping, accounting or billing errors or omissions;

(b) Electrical or magnetic injury, disturbance or erasure of electronic "Data" or "Media" records, except as a result of direct physical loss caused by lightning;

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- (c) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property; or
 - (d) Unauthorized instructions to transfer property to any person or any place.
- (3) We will not pay expenses for loss or damage under this Additional Coverage for an audit of records or any inventory computation to prove its factual existence.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

The following loss conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
- (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts

receivable, regardless of how that amount is established:

- (a) The amount of the accounts for which there is no loss or damage;
- (b) The amount of the accounts you are able to reestablish and collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

Additional Definitions:

As used in this Additional Coverage i.:

"Data" means facts, concepts or instructions that are converted into a form usable in data processing operations. This includes computer programs.

"Media" means the materials on which "data" is recorded, such as magnetic tapes, discs, drums, paper tapes, cards and programs. This includes "data" stored on the "media".

j. Claim Expense

- (1) In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
- (a) The investigation of a claim or suit; or
 - (b) The determination of the amount of loss, such as taking inventory.
- (2) We will not pay for:
- (a) Expenses to prove that the loss or damage is covered;
 - (b) Expenses incurred under **Section E. Loss Conditions 2. Appraisal**; or

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- (c) Expenses incurred for examinations under oath, even if required by us.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Forgery Or Alteration

Refer to **Insuring Agreement 2. Forgery Or Alteration** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 2** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 2**.

l. Employee Theft

Refer to **Insuring Agreement 1. Employee Theft** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 1** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 1**.

m. Lock And Key Replacement

We will pay up to \$1,000 per occurrence for the cost to repair or replace the door

locks and/or tumblers at the described premises due to theft of your door keys.

n. Contractual Penalties

We will pay for contractual penalties imposed by written contract between you and your customers. These penalties must:

- (1) Result from your failure to deliver your product on time according to contract terms;
- (2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and
- (3) Have been paid by you to your customer.

The most we will pay under this coverage is \$25,000 per occurrence with a \$100,000 annual aggregate limit.

o. Water That Backs Up From A Sewer Or Drain

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from:

- (1) Water that backs up from a sewer or drain; or
- (2) Water that enters into and overflows from within a:
 - (a) Sump pump;
 - (b) Sump pump well; or
 - (c) Other type systems;

designed to remove subsurface water which is drained from the foundation area.

The most we will pay for loss or damage in any one occurrence is \$10,000 or the Limit of Insurance shown in the Schedule for **Water That Backs Up From A Sewer Or Drain** at each described premises.

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p. Computer And Funds Transfer Fraud

Refer to **Insuring Agreement 6. Computer And Funds Transfer Fraud**, of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 6** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 6**.

III. Section A. Coverage 5. Coverage Extensions is replaced in its entirety with the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

- (1) You may extend the insurance that applies to Building to apply to:
- (a) Your new building while being built on the described premises; and
 - (b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you construct or acquire other than at fairs or exhibitions. The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(3) Insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.

(2) Personal Property of Others in your care, custody or control.

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The most we will pay for loss or damage under this Extension is \$10,000 at each described premises, but not more than \$1,000 to any loss or damage by theft to tools owned by your employees necessary for the performance of their job responsibilities. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.
- (2) If the Causes of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate; in storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or that is in the care, custody or control of your salespersons. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

This extension does not apply to Covered Property in or on a vehicle.

The most we will pay for loss or damage under this Extension is \$50,000 but not more than:

- (1) \$25,000 per salesperson; or
- (2) \$50,000 at any fair, trade show or exhibition.

e. Property In Transit

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (including property that is in the care, custody or control of your salesperson) in transit in or on a motor vehicle you own, lease or operate while between points within the coverage territory and more than 1,000 feet from the described premises. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

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- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The most we will pay for loss or damage under this Extension is \$25,000.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle is in motion.
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or a motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect

on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 1,000 feet of the building or structure described in the Declarations or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such

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Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy and does not apply to loss or damage to the storage unit itself.

h. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof) including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises

the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

i. Fine Arts

You may extend the insurance provided by this Coverage Form to apply to Fine Arts owned by you or in your care, custody or control, that are not held for sale by you, at the premises in the Declarations.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, and other bona fide works of art or rarity, historical value or artistic merit.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

In the event of a covered loss, payment for Fine Arts will be valued at the Market Value of the item(s) at the time of loss.

Coverage does not extend to Fine Arts at any fair, trade show or exhibition.

j. Consequential Loss

You may extend the insurance provided by this Coverage Form to pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

In the application of the Coinsurance Additional Condition, the value of "stock" at any location to which this Extension applies includes the additional value that it represents in "stock" at other locations.

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The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Deferred Payments

In the event of a loss under this Extension, coverage will be paid based on the value of the amount shown on your books as due from the buyer. In case of a partial loss and the buyer refuses to continue payment, forcing you to repossess, the amount of the loss will be determined as follows:

We will pay for expenses you incur due to your interest in Business Personal Property lost or damaged by a Covered Cause of Loss and sold by you under a conditional sale or trust agreement, or any installment or deferred payment plan after delivery to the buyer.

- (1) If the realized value of the repossessed property is equal to or greater than the amount shown on your books as due from the buyer, we will make no payment.
- (2) If the realized value of the repossessed property is less than the amount shown on your books as due from the buyer, we will pay the difference.
- (3) If a partial loss occurs and the buyer continues to pay you, there will be no loss payment made under this Extension.

The most we will pay under this Extension is \$10,000 for any one occurrence during the policy period.

1. Mobile Equipment On Premises

You may extend the insurance provided by this Coverage Form to apply to your

mobile equipment such as forklifts, lawn mowers, tractors and similar vehicles, including equipment which you rent.

This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

m. Utility Services - Direct Damage

You may extend the insurance provided by this Coverage Form to pay for loss or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to Utility Property. Utility Property includes water supply property, communication supply property and power supply property.

Exception:

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

As used in this Extension, **Utility Services** means:

- (1) **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) **Communication Supply Services**, meaning property supplying

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communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including fiber optic transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

(3) **Power Supply Service**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

As used in this Extension the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Limit of Insurance for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. Loss or damage to two or more Utility Properties arising out of the same occurrence will be considered one occurrence.

n. Appurtenant Structures

You may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the described premises. The most we will pay for Building loss or damage under this extension is \$50,000.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described premises.

The most we will pay for Business Personal Property under this Extension is \$5,000.

o. Ornamental Display Gardens

You may extend the insurance provided by this Coverage Form to apply to ornamental display gardens, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

p. Ornamental Landscape Displays

You may extend the insurance provided by this Coverage Form to apply to ornamental masonry or stone bridges, walks, patios, retaining walls or similar surfaces, or wooden landscaping bridges, gazebos, storage sheds or similar structures, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

q. Outdoor Growing Stock

You may extend the insurance provided by this Coverage Form to apply to growing stock. Growing stock means:

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- (1) Seeds, seedlings, bulbs, cuttings, or cultivated plants or trees, from the time they are deposited in the ground, until removed from the ground; and
- (2) Outdoor trees, shrubs and plants held for sale that are contained in pots, flats, or other similar individual containers.

The most we will pay for loss or damage under this Extension is \$25,000.

IV. **Section C. Limits Of Insurance** is replaced in its entirety with the following:

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
2. The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$25,000 per sign in any one occurrence.
3. The Limit Of Insurance for Business Personal Property stated in the Declarations will automatically increase by 25% to provide for seasonal variations. This seasonal increase is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.
4. Except as otherwise specified, the limits applicable to Additional Coverages and to Coverage Extensions are in addition to the Limit Of Insurance.
5. Payments under the following Additional Coverage will not increase the applicable Limit of Insurance:
 - a. Preservation of Property.

V. The following amends specified provisions stated under **Section E. Loss Conditions**:

1. **Item 7. Valuation c.** "Stock" is replaced with the following:

c. We will determine the value of "stock" you own in the event of loss or damage at:

- (1) The selling price, as if no loss or damage occurred; and
- (2) Less discounts and expenses you otherwise would have had.

The following changes apply to the CAUSES OF LOSS - SPECIAL FORM.

VI. Under **Section F. Additional Coverage Extension**, **Item 1. Property In Transit** is deleted in its entirety.

The following changes apply to the BUSINESS COMPUTER COVERAGE FORM as specified.

VII. We will pay for all risks of direct physical loss, subject to the exclusions and provisions contained in BUSINESS COMPUTER COVERAGE FORM IM 7203, which is attached to and made part of this policy.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

Coverage may be extended up to \$10,000 while the Covered Property is anywhere within the policy territory, and while in transit; however, this Extension does not increase the Limit of Insurance at each described premises.

The following changes apply to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as specified:

VIII. **Expected Or Intended Injury**

Exclusion 2.a. under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

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

This exclusion does not apply to "bodily injury" and "property damage" resulting from the use of reasonable force to protect persons or property.

IX. Coverage For Injury To Leased Workers

A. With respect to Exclusion 2.e. **Employer's Liability of Section I - Coverage A - Bodily Injury And Property Damage Liability**, the definition of "employee" in **Section V - Definitions** is replaced by the following:

5. "Employee" does not include a "leased worker" or "temporary worker".

X. Non-Owned Watercraft

Exclusion g.(2) under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

XI. Increased Limit For Damage To Premises Rented To You

A. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions** is amended as follows:

1. The fourth from the last paragraph of Exclusion j. **Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period

of seven or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You as Described in Section III - Limits Of Insurance.**

2. The last paragraph of 2. **Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to **Damage To Premises Rented To You as described in Section III - Limits Of Insurance.**

- B. **Section III - Limits Of Insurance, Paragraph 6.,** is replaced by the following:

6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, lightning, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:

- a. \$300,000; or
- b. The amount shown in the **Declarations for Damage To Premises Rented To You Limit.**

- C. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" wherever it appears in:

1. Condition 4.b.(1)(a)(ii) of **Section IV - Commercial General Liability Conditions**; and

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2. 9.a. of Section V - Definitions.

XII. Lost Key Coverage

A. Coverage for "bodily injury" and "property damage" liability with respect to the insured's operations is extended as follows:

1. We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.
2. The additional insurance provided by this endorsement does not apply to:
 - (a) Misappropriation;
 - (b) Secretion;
 - (c) Conversion;
 - (d) Infidelity; or
 - (e) Any dishonest act on the part of the insured.
3. The additional insurance provided by this endorsement applies only to:
 - (a) The actual cost of the keys;
 - (b) Adjustment of locks to accept new keys; and
 - (c) The cost of new locks, including the cost of their installation.

B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision XII. is \$5,000.

C. A deductible of \$100 applies to any loss or damage resulting from any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

D. This coverage extension is subject to the following:

1. Exclusion j. **Damage To Property**, Paragraph j.(3) and j.(4) of **Section I Coverage A - Bodily Injury And Property Damage Liability** do not apply to the loss of keys by an insured.
2. Subparagraph 2.a.(2) of **Section II - Who Is An Insured** does not apply to this additional insurance.

XIII. Property Damage To Borrowed Equipment

A. Exclusion j.(4) under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and
2. Away from an insured's premises.

B. Subject to Paragraph 5 in **Section III - Limits Of Insurance, Coverage A** the most we will pay for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

C. The insurance afforded by provision XIII. **Property Damage To Borrowed Equipment** is excess over any valid and collectible property insurance available to the insured.

XIV. Limited Care, Custody Or Control Liability Coverage

A. Insuring Agreement

With respect to the coverage provided by **XIV. Limited Care, Custody Or Control Liability Coverage**, the following is added to Paragraph 1.a. of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

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We will pay all sums that the insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care, custody or control of the insured.

B. Exclusions

With respect to the coverage provided by this coverage extension:

1. Exclusions 2.j.(4) and 2.j.(5) of Section I - Coverage A - Bodily Injury And Property Damage Liability do not apply; and

2. The following additional exclusions are added to Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the "products-completed operations hazard"; and
- (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to the coverage provided by XIV. Limited Care, Custody Or Control Liability Coverage, the following is added to Section III - Limit Of Insurance:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$25,000. However, the most we will pay

for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$50,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.

2. We will not pay for a "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under D. Deductible. We will then pay the amount of "loss" or damage in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. We are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim or "suit",

apply irrespective of the application of the deductible amount.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

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F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

XV. Voluntary Property Damage Coverage

A. Insuring Agreement

With respect to the coverage provided by **XV. Voluntary Property Damage Coverage**, the following is added to Paragraph 1.a. of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request, we will pay for a "loss" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

B. Exclusions

With respect to the **Voluntary Property Damage Coverage**:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply;
2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;

(c) Included in the "products-completed operations hazard", or

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to **Voluntary Property Damage Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$5,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under D. **Deductible**. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. With respect to **Voluntary Property Damage Coverage**, we are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of

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any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional "property damage" but does not include disappearance, abstraction or theft.

We will not pay for any "loss" under **XIV. Limited Care, Custody Or Control Liability Coverage** unless you are legally liable. If we provide coverage for the same "loss" under **XIV. Limited Care, Custody Or Control Liability Coverage** and **XV. Voluntary Property Damage Coverage**, the most we will pay for the "loss" under the two coverages combined is \$30,000.

XVI. Aggregate Limit Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to operations at a single designated "location" shown in the Declarations:

1. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location" shown in the Declarations.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

XVII. Aggregate Limit Per Project

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to ongoing operations at a single construction project:

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1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C - Medical Payments** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **Coverage A - Bodily Injury And Property Damage Liability** for damages or under **Coverage C - Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

XVIII. Supplementary Payments Increased Limits

Under **Supplementary Payments - Coverage A. and B. of Section I:**

- A. Paragraph 1.b. is replaced with the following:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

XIX. Broad Form Named Insured

Section II - Who Is An Insured is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision XIX. does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

XX. Additional Insureds Required By Contract

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement or that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including, but not limited to:

- 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 that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. 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

- b. 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 part of the same project.

XXI. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

- A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this provision XXI. ends when their contract or agreement with you for such leased equipment ends.

This provision XXI. Does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which

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takes place after the equipment lease expires.

XXII. Additional Insured - Managers Or Lessors Of Premises When Required in Written Lease Agreement With You

Section II - Who Is An Insured is amended to include as an additional insured when required in a written lease agreement, any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

XXIII. Additional Insured - State Or Political Subdivisions Automatic Status When Required For Permits

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds in provisions XX., XXI., XXII. and XXIII., the following is added:

1. The insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
 - c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage", or "personal or advertising injury".

2. The following is added to Section III - Limits Of Insurance:

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

- a. Required by the written contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

Provisions XX., XXI., XXII. and XXIII. shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person(s) or organization(s) included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

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XXIV. Incidental Medical Malpractice

Paragraph 2.a.(1)(d) of Section II - Who Is An Insured, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

XXV. Newly Formed Or Acquired Organizations As Named Insureds

A. Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. Coverage A does not apply to

"damage to your products" that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

- B. The last paragraph of Section II - Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

XXVI. Medical Payments Increased Limits

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

XXVII. Electronic Data Liability

A. Exclusion 2.p. of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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

- B. The following paragraph is added to Section III - Limits Of Insurance:

8. Subject to 5. above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

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- C. The following definition is added to the **Section V - Definitions**:

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

- D. For the purpose of the coverage provided by this provision **XXVII.**, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

XXVIII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined

- A. The requirement in Condition 2.a. of **Section IV - Commercial General Liability**

Conditions that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

- B. The requirement in Condition 2.b. of **Section IV - Commercial General Liability Conditions** that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

XXIX. Blanket Primary And Noncontributory - Other Insurance Condition

Section IV - Commercial General Liability Conditions, is amended by the addition of the following to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions **XX.**, **XXI.**, **XXII.** and **XXIII.**, subject to the following conditions:

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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.

XXX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Other To Us is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard"; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

XXXI. Mobile Equipment Redefined

Paragraph 12.f., subparagraph (1) of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXXII. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

XXXIII. Liberalization Clause

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

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GREEN LEAVES INC
21421 HILLTOP ST
SOUTHFIELD MI 48033

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Endorsement

IL 03

Policy Number: CA 2872908

Cancellation Privilege Notice

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
at 12:01 A.M. standard time	
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

Name and Address of Person or Organization to Receive Notice of Cancellation:

CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084

- A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least 30 days before the effective date of cancellation.
- B. If you cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation.

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Endorsement

CA 74

Policy Number: CA 2872908

Business Auto Optimum Plus

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

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

SECTION I - COVERED AUTOS

The following is added to Paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos:**

If Physical Damage Coverage is provided by the Business Auto Coverage Form, any "auto" you do not own while used with permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction is also a covered "auto" for Physical Damage Coverage. The coverage provided for the temporary "auto" will be the same coverage and deductible as the "auto" it replaces.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Broad Form Insured

Paragraph A.1., **Who Is An Insured**, is amended to include as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However:

- (1) The Named Insured does not include any organization:
 - (a) that is a partnership or joint venture;
or
 - (b) that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.

Paragraph d.(1)(i) above does not apply to a policy written to apply specifically in excess of this policy.

- (2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
- (3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

e. Employees As Insureds - Non-ownership

Any employee of yours is an "insured":

- (1) While using a covered "auto" you don't own, hire or borrow in your business or your personal affairs; or
- (2) While operating an "auto" hired or rented without a driver under contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Blanket Additional Insureds

Any person or organization whom you are required in a written contract or agreement to include as an additional "insured" with respect to your ownership, maintenance or use of a covered "auto". This provision only applies to written contracts or agreements that are signed prior to any "bodily injury" or "property damage" to which coverage applies.

Coverage under this provision (f.) shall be primary and non-contributory with respect to the person or organization included as an "insured" under this provision(f.), but only if the written contract or agreement requires coverage to be primary and non-contributory.

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B. Increased Supplementary Payments

Paragraphs 2.a.(2) and (4) Supplementary Payments are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

C. Amended Fellow Employee Exclusion

Exclusion 5., under Paragraph B., Exclusions, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE

The following coverages are added to Paragraph

A. Coverage, of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. Hired Auto Physical Damage Coverage (Other Than "Mobile Equipment")

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (1) \$75,000;
 - (2) Actual Cash Value; or

(3) Cost of Repair.

- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. The insurance provided under this coverage extension is excess over any other collectible insurance.
- d. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- e. Subject to a maximum limit of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable for, and the lessor incurs an actual financial loss.

6. Air Bag Coverage

We will pay up to a maximum of \$1,000 per occurrence to have air bags in your covered "auto" replaced for an incurred "loss" resulting from accidental deployment. Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

7. Additional Living Expense

We will pay up to \$25 a day, to a maximum of \$400 for additional living expenses, meaning food, lodging and telephone costs, incurred by you due to a covered "loss" caused by:

- a. Comprehensive only if the Declarations indicate that Comprehensive Coverage is provided for that "auto".
- b. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for that auto.
- c. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

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This coverage applies only in the event that the "loss":

- a. Disables a covered "auto"; and
- b. Occurs more than 100 miles from the insured address shown in the Declarations or the garaging address of your covered "auto", if it is different from the insured address.

We will pay the additional living expenses incurred until your covered "auto" is returned to use or we pay for its "loss".

8. Locked Vehicle Coverage

We will pay to have your covered "auto" unlocked if your vehicle's keys are locked inside your covered "auto". Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

9. Rental Reimbursement Coverage

The following coverage is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage:**

- a. This coverage applies only to a covered "auto" described in the policy.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, at a maximum of 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) A maximum payment of \$60 per day.

e. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

f. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension**.

10. Loan Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

11. Fuel In Vehicle Coverage

With respect to a covered "loss" for a covered "auto", we will also pay the actual "loss" sustained for the "loss" of fuel used to operate your "auto". You must provide documentation supporting your claim for "loss".

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Deductible

- a. If "loss" to the fuel is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then payment for "loss" will be reduced by the applicable deductible shown in the declarations for the covered "auto". In the event of "loss" due to fire or lightning, no deductible will apply.
- b. If "loss" to the fuel is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then payment for "loss" will be reduced by the applicable deductible of \$100.
- c. If "loss" occurs solely to fuel then our obligation to pay will be reduced by the applicable deductible of \$100 for this coverage.

In the event more than one deductible applies to the "loss", only the highest deductible will apply. In no event will more than one deductible apply.

12. Fire Department Service Charge

We will pay up to \$1,000 for your liability for fire department charges resulting from a covered "loss", providing that your liability for such charges is:

- a. Assumed by a written contract or agreement prior to the "loss"; or
- b. Required by law or ordinance.

No deductible applies to this coverage.

13. Fire Extinguisher Recharge

We will pay the lesser of the actual cost of recharging or replacing fire extinguishers kept in your covered "auto" that are discharged intentionally attempting to extinguish a fire.

No deductible applies to this coverage.

14. Personal Effects

Physical Damage Coverage afforded to a covered "auto" may be extended to cover "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in a covered "auto" at the time of "loss".

The most we will pay for any one "loss" is \$500.

15. Miscellaneous Equipment

We will pay the lesser of the actual cash value, cost to repair or replacement cost for "loss" to your miscellaneous equipment, consisting of hand trucks, dollies, pads, pallets, covers, binders, tarps, tie-downs, chains and other similar equipment used for handling property transported by your covered "auto". The most we will pay for any "loss" is \$1,500.

Exclusions

We will not pay for loss caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered "auto" and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

- a. If "loss" to the miscellaneous equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then payment for "loss" will be reduced by the applicable deductible shown in the declarations for the covered "auto". In the event of "loss" due to fire or lightning, no deductible will apply.
- b. If "loss" to the miscellaneous equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then payment for "loss" will be reduced by the applicable deductible of \$100.

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- c. If "loss" occurs solely to the miscellaneous equipment, then for each covered "auto" payment for "loss" will be reduced by the applicable deductible of \$100 for this coverage.

In the event more than one deductible applies to the "loss", only the highest deductible will apply. In no event will more than one deductible apply.

16. Audio, Visual and Data Electronic Equipment

A. Coverage

1. We will pay with respect to any covered "auto" covered under Paragraph A.1. of **SECTION III - PHYSICAL DAMAGE COVERAGE** in the Business Auto Coverage Form for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to any covered "auto" covered under Paragraph A.1. of **SECTION III - PHYSICAL DAMAGE COVERAGE** in the Business Auto Coverage Form for "loss" to any accessories used with the electronic equipment described in Paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

The exclusions that apply to **SECTION III -**

PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this extension. In addition, the following exclusions apply:

We will not pay, under this extension, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to coverage under this extension, the Limit of Insurance provision of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. We may deduct for betterment if:
 - a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
 - b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes Of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$100 for this coverage.

3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$100 for this coverage.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

17. Business Income and Extra Expense (Business Income Downtime)

A. Business Income Coverage

We will pay up to \$200 for each day of suspension, subject to income verification for a maximum of six weeks during the "period of restoration" for your "loss" of "business income". The "loss" must be caused by a covered cause of loss to a covered "auto" covered under Paragraph A.1. of SECTION III - PHYSICAL DAMAGE COVERAGE in the Business Auto Coverage Form. Any payment is subject to the exclusions applicable to Physical Damage Coverage and the Conditions below.

B. Extra Expense Coverage

We will pay the necessary and reasonable "extra expense" that you incur during the "period of restoration" that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The "loss" must be caused by a cause of loss covered under Paragraph A.1. of SECTION III - PHYSICAL DAMAGE COVERAGE in the Business Auto Coverage Form. Any payment is subject to the exclusions applicable to Physical Damage Coverage and the Conditions below.

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Conditions:

- a. No other deductible applies to these coverages.
- b. We will not pay under these coverages if you do not repair or replace the covered "auto".
- c. You must resume all or part of your business as quickly as possible.
- d. If you have other "autos" you can use to reduce the amount of "loss" payable under these coverages, you are required to use them.
- e. We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your "business income".
- f. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the "business income" "loss" or "extra expense" incurred.
- g. We will not pay under "extra expense" coverage any expenses you incur for the rental of an "auto" because of "loss" to a covered "auto".

C. Additional Definitions for This Coverage Extension

1. "Business income" means the:

- a. Net income (net profit or loss before income taxes) that would have been earned if no "loss" would have occurred; and

b. Continuing normal operating expenses incurred, including payroll.

2. "Extra Expense" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "Period of restoration" means the period of time that:

a. Begins:

- (1) 24 hours after the time of "loss" for "business income" coverage, provided the covered "auto" is out of service for repair and in the custody of a repair facility; or
- (2) Immediately after the time of "loss" for "extra expense" coverage.

b. Ends:

- (1) When the repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "period of restoration" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

The following changes have been made to
**SECTION III - PHYSICAL DAMAGE
COVERAGE:**

Grange Ins. Co. of Michigan
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

CA 74

Policy Number: CA 2872908

Business Auto Optimum Plus

A. Towing and Labor

Paragraph A.2. Towing under SECTION III - PHYSICAL DAMAGE COVERAGE, is deleted and replaced by the following:

2. Towing and Labor

We will pay towing and labor costs incurred up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles or "light trucks" we will pay to up \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$175 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds.

However, the labor must be performed at the place of disablement.

B. Physical Damage Increased Transportation Expense Coverage

Coverage for temporary transportation expense under 4. Coverage Extensions, a. Transportation Expenses, is increased to \$50 per day, up to a maximum limit of \$1,000.

C. Deductible

The following are added to Paragraph D. Deductible of Section III - Physical Damage Coverage:

1. Glass Repair

No deductible applies to glass damage if the glass is repaired rather than replaced.

2. When a truck tractor and an attached trailer are damaged in the same collision loss, only one deductible will be applied and that will

be the highest deductible applicable to the tractor or trailer.

SECTION IV - BUSINESS AUTO CONDITIONS

A. Unintentional Failure to Disclose Hazards

Paragraph B., General Conditions, is amended by adding the following:

9. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for same.

B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status Under An Insured Contract

Under SECTION IV, BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following paragraphs:

- a. We waive any right of recovery we may have against any person or organization described in Paragraph b. below because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto" in performance of work being performed under a contract with that person or organization.
- b. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Covered Autos Liability Coverage

1. For a covered "auto" subject to the Michigan no-fault law, **Covered Autos Liability Coverage** does not apply to "property damage" to a motor vehicle caused by an "accident" "occurring" in Michigan.

2. Paragraph 2.b.(4) of the **Who Is An Insured** Provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

3. The **Expected Or Intended Injury** Exclusion is replaced by the following:

Expected Or Intended Injury

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

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

4. The **Racing** Exclusion is replaced by the following:

Racing

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

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

B. Changes In Physical Damage Coverage

Any **Physical Damage Coverage** and any **Rental Reimbursement Coverage** provided by the Policy do not apply to the extent that Property Protection Coverage benefits are available as required by Michigan law.

C. Changes In Conditions

1. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form are amended to:

- a. Revise Paragraph a. to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this condition.

- b. Add the following paragraph:

Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.