

**CITY COUNCIL MINUTES**

**September 18, 2023**

Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications –  
2023 Street Tree Planting

Resolution #2023-09-139-J-4a

RESOLVED, That Troy City Council hereby AWARDS a contract for Proposal A to purchase and plant balled and burlap or container grown deciduous trees to the low bidder meeting specifications, Russell Landscaping Inc. of St. Clair Shores, MI, at unit prices contained in the bid tabulation opened August 31, 2023, a copy of which shall be ATTACHED to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2024.

BE IT FURTHER RESOLVED, That Troy City Council hereby AWARDS a contract for Proposal B to purchase and plant identified park evergreen trees to the low bidder meeting specifications, KLM Landscape, of Armada, MI, at unit prices contained in the bid tabulation opened August 31, 2023, a copy of which shall be ATTACHED to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2024.

BE IT FINALLY RESOLVED, That the awards are CONTINGENT upon the submission of properly executed bid and contract documents, including bonds, insurance certificates and all other specified requirements.

# PURCHASE ORDER

No. 2024-00000296  
 DATE: 09/27/2023  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**Bill To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**EXPIRATION DATE**  
 06/30/2024  
**COUNCIL RESOLUTION**  
 2023-09-139-J-4a

**VENDOR NO.** 177628

**Vendor**  
 RUSSELL LANDSCAPING INC  
 25305 LITTLE MACK AVE  
 ST CLAIR SHORES, MI 48081

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
375	Each	Street Tree Planting	385.0000	\$144,375.00



Entered By: Nellie Bert

\$144,375.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 9/18/2023. Contract for Street Tree Planting in accordance with the specifications and completion date of ITB-COT 23-23. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

**TERMS & CONDITIONS**

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

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

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

*Nellie A. Bert*

# PURCHASE ORDER

No. 2024-00000318  
 DATE: 10/02/2023  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085


**Bill To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**EXPIRATION DATE**  
 06/30/2024  
**COUNCIL RESOLUTION**  
 2023-09-139-J-4a

**VENDOR NO.** 177629

**Vendor**  
 KLM LANDSCAPE  
 70570 POWELL  
 ARMADA, MI 48005

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
29	Each	Norway Spruce	175.0000	\$5,075.00
14	Each	Dawn Redwood	150.0000	\$2,100.00
24	Each	Giant Arborvitae	265.0000	\$6,360.00
8	Each	Serbian Spruce	265.0000	\$2,120.00
				

Entered By: Nellie Bert

\$15,655.00

**Special Instructions:**

CITY COUNCIL AWARD DATE:9/18/2023. Contract for Street Trees in accordance with the specifications and completion date of ITB-COT 23-23. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

**TERMS & CONDITIONS**

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

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

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

*Nellie Bert*



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: September 12, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
 Megan E. Schubert, Assistant City Manager  
 Dee Ann Irby, Controller  
 Kurt Bovensiep, Public Works Director  
 Dennis Trantham, Facilities and Grounds Operations Manager  
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – 2023 Street Tree Planting

## History

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

## Purchasing

- On August 31, 2023 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Street Tree Planting.
- The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com//city-of-troy-mi](http://www.bidnetdirect.com//city-of-troy-mi). Fifty-six (56) vendors were notified via the MITN website. Three (3) bids were received. Below is a detail summary of the vendor responses.

Companies notified via MITN	61
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	11
Troy Companies that viewed the bid	0

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

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

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

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



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing (continued)

- After review of the bid responses, *Russell Landscape Inc of St. Clair Shores, MI* was low bidder meeting specifications for Proposal A and *KLM Landscape of Armada, MI* was low bidder meeting specifications for Proposal B.

### Financial

- Funds are budgeted and available in the General Fund under the Parks Department Local Tree Planting in the amount of \$170,700 for the 2024 Fiscal Year. Expenditures will be charged to account number 101.770.778.740.120.
- Budget history for tree planting:

	2020	2021	2022	2023	2024
Adopted	\$150,960.00	\$154,730.00	\$157,820.00	\$164,130.00	\$170,700.00
Amended	\$150,960.00	\$154,730.00	\$157,820.00	\$164,130.00	\$170,700.00
Actual	\$151,028.49	\$151,608.76	\$161,590.99	\$163,976.00	\$0.00

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

### Recommendation

City Management recommends awarding a contract for Proposal A to purchase and plant balled and burlap or container grown deciduous trees to the low bidder meeting specifications, *Russell Landscaping Inc. of St. Clair Shores, MI* at unit prices contained in the bid tabulation opened August 31, 2023; not to exceed budgetary limitations.

City Management recommends awarding a contract for Proposal B to purchase and plant identified park evergreen trees to the low bidder meeting specifications, *KLM Landscape of Armada, MI* at unit prices contained in the bid tabulation opened August 31, 2023; not to exceed budgetary limitations.

Opening Date - 08/31/2023  
 Date Reviewed - 08/31/2023

CITY OF TROY  
 BID TABULATION  
 STREET TREE PLANTING

ITB-COT 23-26  
 Pg 1 of 1

VENDOR NAME:	Russell Landscaping, Inc.	KLM Landscape	County Line Nurseries, Inc.
CITY:	St. Clair Shores, MI	Armada, MI	Banson, MI
CHECK AMT:	\$5,000.00	\$5,000.00	\$5,000.00
CHECK #:	9462301044	2567939	2155059

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

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

Price Per Planted Tree:	\$385.00	\$395.00	\$500.00
<b>PROPOSAL A TOTAL COST (unit price x 500):</b>	<b>\$192,500.00</b>	<b>\$197,500.00</b>	<b>\$250,000.00</b>

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

	Price per Unit	Price per Unit	Price per Unit
Picea abies - Norway Spruce	\$542.00	\$175.00	\$300.00
Metasequoia glyptostroboides - Dawn Redwood	\$600.00	\$150.00	\$275.00
Thuja plicata - Giant Arborvitae	\$360.00	\$265.00	\$200.00
Picea omorika - Serbian Spruce	\$540.00	\$265.00	\$300.00

**GRAND TOTAL PROPOSALS A & B:**

		<b>\$194,542.00</b>	<b>\$198,355.00</b>	<b>\$251,075.00</b>
LIST OF NINE TREE TYPES:	Y/N	Y	Y	Y
HOW MANY TREES LISTED:		11	9	9
HOURS OF OPERATION:		6am - 6pm	M-TH 7am-4pm, 7am-12pm	F 8am - 5pm
24 HOUR PHONE #:		313-600-4883	586-752-5562	269-539-7110
STATEMENT OF GUARANTEE:		Guarantee specified by City	Guarantee specified by City	2 Year Warranty Included
REFERENCES:	Y/N	Y	Y	Y
PROPOSED PAYMENT SCHEDULE:		Not specified	Not Specified	Net 30 Days
INSURANCE MET:	Y/N	Y	Y	Y
DELIVERY:		Not specified	PDF-Copy	Not Specified
TERMS:		Not specified	Not Specified	Agreed On
EXCEPTIONS:		Trees will be selected from list based on availability. If awarded, highlighted trees recommended	None	None
ACKNOWLEDGEMENT:	Y/N	Y	Y	Y
FORMS:	Y/N	Y	Y	Y

*Low Bidder Meeting Specifications*

Attest:

(\*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham

Andrew Chambliss

Nellie Bert

Martinique Gates

\_\_\_\_\_  
 Emily Frontera  
 Purchasing Manager

Opening Date - 08/31/2023  
 Date Reviewed - 08/31/2023

CITY OF TROY  
 BID TABULATION  
 STREET TREE PLANTING

ITB-COT 23-26  
 Pg 1 of 1

VENDOR NAME:	Russell Landscaping, Inc.	KLM Landscape	County Line Nurseries, Inc.
CITY:	St. Clair Shores, MI	Armada, MI	Banson, MI
CHECK AMT:	\$5,000.00	\$5,000.00	\$5,000.00
CHECK #:	9462301044	2567939	2155059

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

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

Price Per Planted Tree:	\$385.00	\$395.00	\$500.00
<b>PROPOSAL A TOTAL COST (unit price x 500):</b>	<b>\$192,500.00</b>	<b>\$197,500.00</b>	<b>\$250,000.00</b>

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

	Price per Unit	Price per Unit	Price per Unit
Picea abies - Norway Spruce	\$542.00	\$175.00	\$300.00
Metasequoia glyptostroboides - Dawn Redwood	\$600.00	\$150.00	\$275.00
Thuja plicata - Giant Arborvitae	\$360.00	\$265.00	\$200.00
Picea omorika - Serbian Spruce	\$540.00	\$265.00	\$300.00

LIST OF NINE TREE TYPES:	Y/N	Y	Y	Y
HOW MANY TREES LISTED:		11	9	9
HOURS OF OPERATION:		6am - 6pm	M-TH 7am-4pm, F 7am-12pm	8am - 5pm
24 HOUR PHONE #:		313-600-4883	586-752-5562	269-539-7110
STATEMENT OF GUARANTEE:		Guarantee specified by City	Guarantee specified by City	2 Year Warranty Included
REFERENCES:	Y/N	Y	Y	Y
PROPOSED PAYMENT SCHEDULE:		Not specified	Not Specified	Net 30 Days
INSURANCE MET:	Y/N	Y	Y	Y
DELIVERY:		Not specified	PDF-Copy	Not Specified
TERMS:		Not specified	Not Specified	Agreed On
EXCEPTIONS:		Trees will be selected from list based on availability. If awarded, highlighted trees recommended	None	None
ACKNOWLEDGEMENT:	Y/N	Y	Y	Y
FORMS:	Y/N	Y	Y	Y

Attest:  
 (\*Bid Opening conducted via a Zoom Meeting)  
 Dennis Trantham  
 Andrew Chambliss  
 Nellie Bert  
 Martinique Gates

Emily Frontera  
 Purchasing Manager



CITY OF TROY

ITB-COT 23-26

BID PROPOSAL

Page 1 of 7

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

COMPANY NAME: Russell Land Scaping, Inc.

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

- All balled and burlap or container grown trees shall be 2.6" to 3" in caliper
- Minimum of three (3) genera
- At least nine (9) different tree types (Genera/Species) shall be bid
- Cultivars and hybrids may be used for diversity within the nine (9) required types but shall not count as a tree type.
- Trees shall be deciduous
- Trees shall be single trunked with branching at planting, occurring at a minimum of three (3) feet above root flair
- Trees shall have a minimum mature height of 35 feet
- Trees shall be hardy to zone 5b (as per USDA Plant Hardiness Zone map)
- Trees shall have no thorns
- If trees are deciduous, only male trees will be accepted
- Large fruiting types will not be accepted
- Genotype of trees provided should be similar to that found in Lower Peninsula Michigan. Proof of origin shall be provided upon request.
- Minimum tree quantity per each tree type shall be no less than twenty (20) trees.
- City reserves the right to reject tree types for additional reasons, as deemed in the City's best interest.

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

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



**PROPOSAL A:**

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

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

**PRICE PER PLANTED TREE**

In accordance with the specifications

\$ 385 Unit Price

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

\$ 192,500 Total Cost

**PROPOSAL B:**

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

All trees should be 5-6' in height

*Picea abies* - Norway Spruce 6'

\$ 542 Unit Price per

*Metasequoia glyptostroboides* - Dawn Redwood #30

\$ 600 Unit Price per

*Thuja plicata* - Giant Arborvitae 6'

\$ 360 Unit Price per

*Picea omorika* - Serbian Spruce 6'

\$ 540 Unit Price per

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

**TREE SELECTION**

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

**FALL 2023**

**LIST (9) NINE TREE TYPES**

**LIST CULTIVARS/HYBRIDS PER TREE TYPE (if used)**

1.	<u>See Attached Sheet</u>	_____
		_____
2.	_____	_____
		_____
3.	_____	_____
		_____
4.	_____	_____
		_____
5.	_____	_____
		_____
6.	_____	_____
		_____
7.	_____	_____
		_____
8.	_____	_____
		_____
9.	_____	_____
		_____

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

COMPANY NAME: Russell Landscaping Inc.

**Acer**

Acer ' Ruby Slippers' 2.5"  
Acer ' Crimson King ' 2.5"  
Acer ' Red Sunset' 2.5"

**Quercus**

Quercus ' Heritage ' 2.5"  
Quercus ' Cobblestone ' 2.5"  
Quercus ' Rubra ' 2.5"

**Carpinus**

Carpinus ' Betulus ' 2.5"  
Carpinus ' Emerald Ave. ' 2.5"  
Carpinus ' caroliniana ' 2.5"

**Liriodendron**

Liriodendron ' tulipifera ' 2.5"  
Liriodendron ' Emer City ' 2.5"  
Liriodendron ' Fastig ' 2.5"

**Pyrus**

Pyrus ' Cleveland Select ' 2.5"  
Pyrus ' Chasly ' 2.5"  
Pyrus ' Bradford ' 2.5"

**Ulmus**

Ulmus ' parvifolia ' 2.5" DED resistant  
Ulmus ' americana ' 2.5" DED resistant  
Ulmus ' patriot ' 2.5" PG

**Syringa**

Syringa ' Ivory silk' 2.5"

**Nyssa sylvatica**

Nyssa ' sylvatica ' 2.5"  
Nyssa ' Gum Drop ' 2.5"  
Nyssa ' Green Gable ' 2.5"

**Gymnocladus**

Gymnocladus dioicus 'espresso' 2.5"

**Ginkgo**

Ginkgo ' Princeton Sen ' 2.5"  
Ginkgo ' Pres. Gold ' 2.5"  
Ginkgo ' Gold Colonnade ' 2.5"

**Fagus**

Fagus ' riversli ' 2.5"  
Fagus ' grandifolia ' 2.5"

**ADDITIONAL INFORMATION:**

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

**CONTACT INFORMATION:**

Hours of operation: 6am - 6 P.M  
24 Hr. Contact Phone No. 313 600-4983

**DELIVERY:**

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

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

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**GUARANTEE PERIOD AND REPLACEMENTS:**

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

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

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**ACCEPTANCE:**

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

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

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

**COMPLETION DATE:**

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

COMPANY NAME: Russell Landscaping Inc.

**ESTIMATED QUANTITIES:**

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

**AWARD:**

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

**LOCAL PREFERENCE:**

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

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

COMPANY: Aato Companies  
ADDRESS: 24643 Hoover Rd. Waller, MI  
PHONE: 586-756-3100 CONTACT: Tom Fo  
EMAIL: Tom@aato.com

COMPANY: De Maria  
ADDRESS: 15500 Grand River Ave. MI  
PHONE: 248-348-970 CONTACT: Scott B.  
EMAIL: 248-756-4711 Cell - Scott@DeMariaBid.com

COMPANY: City of Dearborn (Service Work / Annual Feed Removal)  
ADDRESS: \_\_\_\_\_  
PHONE: 313-620-5982 CONTACT: Ranaldo - Cell  
EMAIL: Sue (off to assist) Selizabeth@gmail.com

**PURCHASE ORDER:**

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

**PROGRESS PAYMENTS:**

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

Proposed Payment Schedule: \_\_\_\_\_

COMPANY NAME: Russell Landscaping Inc.

**CONTRACT FORMS:**

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

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

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

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

COMPANY NAME: \_\_\_\_\_

Russell Landscaping, Inc.

**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.

**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: Russell Landscaping Inc.

**SIGNATURE PAGE**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

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

COMPANY

Russell Land Services Inc.

ADDRESS

25305 Little Mack Ave. CITY Sandusky STATE MI ZIP 48061

PHONE:

(313) 600 4883

FAX: ( ) \_\_\_\_\_

REPRESENTATIVE'S NAME

Brett Russell

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

(Print)

CHECK INCLUDED: \_\_\_\_\_

DELIVERY: \_\_\_\_\_

TERMS \_\_\_\_\_

GUARANTEE: AS SPECIFIED

EMAIL

brett@russellcompanies.com  
gmail.com

BID CHECK# \_\_\_\_\_

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

- Trees Will Be Selected from Lot attached  
Based on Availability IF guided. Highlighted  
trees Remainder.

**ACKNOWLEDGEMENT:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

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

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

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





**Legal Status of Bidder:**

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

A corporation duly organized and doing business under the laws of the State of Michigan for  
whom Brett Russell, bearing the office title of Vice President whose  
signature is affixed to this proposal, is duly authorized to execute contracts.

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

<u>Brett Russell Russell Landscaping</u>	<u>25305 Little Mack Ave.</u>
<u>Inc.</u>	<u>Saint Clair Shores MI 48080</u>
_____	_____
_____	_____
_____	_____
_____	_____

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

 Brett Russell



**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.**

Russell Landscapes Inc.  
Name of Agency/Company/Firm (Please Print)

Robert Russell - V.P.  
Name and title of authorized representative (Please Print)

[Signature]  
Signature of authorized representative  
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.

<b>Vendor</b>	
Legal Name	Russell Landscaping Inc.
Street Address	25305 Little Mack Ave.
City	South Clair Shores
State, Zip	MI, 48081
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2877380

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

G:\BldLanguage\_IranLinkedBusiness



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

The undersigned, the owner or authorized officer of Russell Landscaping 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 Russell Landscaping Inc. and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

BIDDER: Russell Landscaping Inc.

By: Bret Russell, V.P.

Its: [Signature]

STATE OF MICHIGAN )

)ss.

COUNTY OF Macomb )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023,

by \_\_\_\_\_



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Brett Russell being duly sworn deposed, says that he/she  
(Print Full Name)

is Russell Landscaping 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]  
SIGNATURE OF PERSON SUBMITTING BID

[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 29th day of August  
Macomb, 2023 in and for Macomb  
County.

My commission expires:  
2-22-28

LORIAN GRIMSLEY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Feb 22, 2028  
ACTING IN COUNTY OF  
Macomb



CITY OF TROY

ITB-COT 23-23

BID PROPOSAL

Page 1 of 7

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

COMPANY NAME: KLM Landscape

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

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

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

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

**PROPOSAL A:**

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

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

**PRICE PER PLANTED TREE**

In accordance with the specifications

\$ 395.00 \_\_\_\_\_ **Unit Price**

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

\$ 197,500 \_\_\_\_\_ **Total Cost**

**PROPOSAL B:**

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

All trees should be 5-6' in height

*Picea abies* – Norway Spruce

\$ 175 \_\_\_\_\_ Unit Price per

*Metasequoia glyptostroboides* – Dawn Redwood

\$ 150 \_\_\_\_\_ Unit Price per

*Thuja plicata* – Giant Arborvitae

\$ 265 \_\_\_\_\_ Unit Price per

*Picea omorika* – Serbian Spruce

\$ 265 \_\_\_\_\_ Unit Price per

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

**TREE SELECTION**

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

**FALL 2023**

**LIST (9) NINE TREE TYPES**

**LIST CULTIVARS/HYBRIDS PER TREE TYPE (if used)**

1. American Elm

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2. Accolade Elm

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3. London Plane Tree

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4. Hackberry

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5. Autumn Blaze Maple

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6. Red Sunset Maple

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7. October Glory Maple

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8. Green Mountain Sugar Maple

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9. Thornless Honeylocust

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

COMPANY NAME: KLM Landscape



**ADDITIONAL INFORMATION:**

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

**CONTACT INFORMATION:**

Hours of operation: M-TH 7am-4pm, F 7am-12pm

24 Hr. Contact Phone No. 588-752-5562

**DELIVERY:**

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

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

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

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**GUARANTEE PERIOD AND REPLACEMENTS:**

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

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

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**ACCEPTANCE:**

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

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

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

**COMPLETION DATE:**

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

COMPANY NAME: KLM Landscape

**ESTIMATED QUANTITIES:**

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

**AWARD:**

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

**LOCAL PREFERENCE:**

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

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

COMPANY: City of Birmingham-Fall 2020, Spring 2021, Spring 2022, Fall 2022, & Spring 2023  
ADDRESS: 851 South Eton Birmingham, MI 48009  
PHONE: 248-417-7773 CONTACT: Brendan McGaughey  
EMAIL: bmcgaughey@bhamgov.org

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

COMPANY: Cunningham Limp  
ADDRESS: 28970 Cabot Dr, Suite 100, Novi, MI 48377  
PHONE: 248-489-2300 CONTACT: Jacob Gardner  
EMAIL: jjgardner@clc.build

**PURCHASE ORDER:**

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

**PROGRESS PAYMENTS:**

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

Proposed Payment Schedule: \_\_\_\_\_

COMPANY NAME: KLM Landscape

**CONTRACT FORMS:**

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

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.

COMPANY NAME: KLM Landscape

**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.

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**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

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

**PROOF OF INSURANCE COVERAGE:**

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

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

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

COMPANY NAME: KLM Landscape

**SIGNATURE PAGE**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  \_\_\_\_\_

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

COMPANY KLM Landscape \_\_\_\_\_

ADDRESS 70570 Powell Rd CITY Armada STATE MI ZIP 48005

PHONE: (586) 752-5562 FAX: (586) 336-1487

REPRESENTATIVE'S NAME Kirk Knobloch \_\_\_\_\_

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  \_\_\_\_\_ (Print)

CHECK INCLUDED: Yes DELIVERY: PDF-Copy

TERMS \_\_\_\_\_ GUARANTEE: AS SPECIFIED

EMAIL KLM@KLMLandscape.net BID CHECK# 2567939

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  \_\_\_\_\_

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

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

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



## Legal Status of Bidder:

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

---

A **corporation** duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

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

---

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

 \_\_\_\_\_  
Kirk Knobloch, Owner



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

is Owner of KLM Landscape. 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.

[Handwritten signature]

SIGNATURE OF PERSON SUBMITTING BID

Mary A. Rogers
NOTARY SIGNATURE

Subscribed and sworn to before me this 8th day of

August, 2023 in and for KLM Landscape - Kirk Knobloch
County.

My commission expires:

12-05-2026

Mary A Rogers
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Saint Clair
My Commission Expires December 5, 2026
Acting in the County of Macomb



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

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

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

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

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

KLM Scape & Snow LLC d/b/a KLM Landscape

Name of Agency/Company/Firm *(Please Print)*

Kirk Knobloch, Owner

Name and title of authorized representative *(Please Print)*

A handwritten signature in black ink, appearing to read "Kirk Knobloch".

Signature of authorized representative

Date 8/8/2023

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



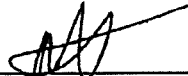


**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

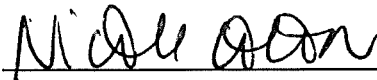
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	KLM Landscape
Street Address	70570 Powell Rd
City	Armada
State, Zip	MI,48005
Corporate I.D. Number/State	801079538
Taxpayer I.D. #	38-3304871

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:  \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: Kirk Knobloch

Witness Signature:  \_\_\_\_\_

Printed Name of Witness: Nicole Colon



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

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

**List any Familial Relationships:**

**BIDDER:**  
KLM Landscape

By: Kirk Knobloch

Its: Owner

STATE OF MICHIGAN )

)ss.

COUNTY OF Macomb )

This instrument was acknowledged before me on the 8<sup>th</sup> day of August, 2023,  
by KLM Landscape - Kirk Knobloch

Mary A Rogers  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Saint Clair  
My Commission Expires December 5, 2026  
Acting in the County of Macomb





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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED  
IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. The insurance afforded to such additional insured will not be broader than:
  - a. The coverage you have agreed to provide in the written contract or agreement; or
  - b. The coverage provided by this endorsement.

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

- 1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.
- 2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
  - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
  - b. Supervisory, inspection, or engineering services.

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" involved the rendering of or the failure to render any professional services.

3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

**C.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

- 8. The most we will pay under the insurance provided by this endorsement is:
  - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
  - b. The applicable Limit of Insurance shown in the Declarations,
 whichever is less.

**D.** With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply either on a:

- (1) Primary and non-contributory; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MIC PAK BROADENED LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## SCHEDULE\*

<u>Coverage</u>	<u>Limit(s) of Insurance</u>	<u>Page</u>
Additional Insured Broad Form Vendors	Included in applicable Limit of Insurance	6
Additional Insured By Contract, Agreement Or Permit	Included in applicable Limit of Insurance	5
Amendment of General Aggregate Limit of Insurance - Per Project and Per Location	Included with a Stop Loss Limitation	7
Broad Form Named Insured Coverage	Included in applicable Limit of Insurance	5
Broadened Damage To Premises Rented To You Coverage	\$500,000	2
Broadened Newly Formed or Acquired Organizations Coverage (180 days)	Included in applicable Limit of Insurance	5
Electronic Data Liability	\$50,000	3
Incidental Malpractice Liability - Nurse, EMT, or Paramedic Coverage	Included in applicable Limit of Insurance	5
Knowledge Of An Occurrence, Offense, Claim Or Suit	Included in applicable Limit of Insurance	8
Medical Expense Increased Limit	\$10,000	7
Mobile Equipment Redefined	Included in applicable Limit of Insurance	9
Non-Owned Aircraft, Hired, Chartered Or Loaned With Paid Crew	Included in applicable Limit of Insurance	2
Non-Owned Watercraft Coverage	Included in applicable Limit of Insurance	2
Supplementary Payments - Coverages A and B		4
Bail Bonds Increased Limit	\$3,000	
Loss of Earnings Increased Limit	\$1,000 per day	
Unintentional Failure To Disclose Hazards	Included in applicable Limit of Insurance	9
Voluntary Property Damage - Coverage is subject to a \$500 Each "Occurrence" Deductible	\$5,000 Each "Occurrence"	3
Waiver of Transfer of Rights of Recovery	Included in applicable Limit of Insurance	8

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

#### I. NON-OWNED WATERCRAFT COVERAGE

A. Subparagraph **g.(2)** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by 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;

B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

#### II. NON-OWNED AIRCRAFT, HIRED, CHARTERED OR LOANED WITH PAID CREW

The following provisions are added to subparagraph **g.** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**:

A. This exclusion does not apply to an aircraft that you do not own that is hired, chartered or loaned with a paid crew.

B. Paragraph **A.** does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

#### III. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

A. Subparagraph **j. Damage To Property** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

##### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or



(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

#### IV. VOLUNTARY PROPERTY DAMAGE

A. We will pay, at your request, regardless of the fault of any insured, for "property damage" to:

1. Property loaned to you;
2. Personal property in the care, custody or control of the insured; or
3. That particular part of any property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay for all damages because of "property damage" covered by this Voluntary Property Damage coverage, arising out of any one "occurrence", will be the Voluntary Property Damage Each Occurrence Limit indicated in the Schedule above minus the Voluntary Property Damage Each Occurrence Deductible amount indicated in the Schedule above.

We may pay part of or all of any applicable deductible amount to effect settlement of any claim or "suit". Upon notice of our payment of such deductible amount, you shall promptly reimburse us for the part of the deductible amount we pay.

The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages and your duties in the event of an "occurrence", claim or "suit", apply irrespective of the application of the deductible amount.

B. With respect to the insurance provided by this Voluntary Property Damage coverage, Exclusions j.(4) and j.(5) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** are deleted.

C. With respect to the insurance provided by this Voluntary Property Damage coverage, Exclusion j.(6) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** does not apply to personal property of others.

D. With respect to the insurance provided by this Voluntary Property Damage coverage, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

In the event of "property damage" covered by this Voluntary Property Damage coverage, you must, if requested by us, replace, or furnish the labor and materials necessary for repairs to, the property to which such "property damage" occurred at actual cost to you, excluding prospective profit and overhead charges of any nature.

#### V. ELECTRONIC DATA LIABILITY

A. Subparagraph p. **Electronic Data** under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

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

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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

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

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above 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".

**C. With respect to the insurance provided by this Electronic Data Liability coverage, the definition of "Property Damage" in the Definitions Section 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.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

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

**D. With respect to the insurance provided by this endorsement, the following Definition is added to SECTION V - DEFINITIONS:**

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

**VI. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS**

**A. Subparagraph b. under paragraph 1. as found in SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)**

is deleted and replaced by the following:

b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit 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. Subparagraph d. under paragraph 1. as found in SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by 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". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

## VII. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED**:

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

## VIII. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph 2.a.(1)(d) as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

## IX. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph 3.a. as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

## X. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

The following provision is added to **Section II - Who Is An Insured**:

- A. Any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy is also an insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part:

1. Your acts or omissions; or

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

in the performance of your ongoing operations at the site or location designated in the written contract or agreement or in connection with your premises owned by or rented to you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
- a. The coverage you have agreed to provide in the written contract or agreement; or
- b. The coverage provided by this endorsement.
- B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury" or "property damage" occurring:
- a. Prior to the date the written contract or agreement was executed and in effect;
- b. After your contract or agreement with such additional insured ends; or
- c. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
2. "Property damage" to:
- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for, such person or organization.
3. Any vendor, concessionaire or grantor of a franchise.
4. Any lessor of leased equipment if the "occurrence" takes place after the lease expires.
5. To any owner or other interest from whom land has been leased if:
- a. The "occurrence" takes place after you cease to lease that land; or

- b. The "bodily injury" or "property damage" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the lessor.
6. To any manager or lessor of premises if:
- a. The "occurrence" takes place after you cease to be a tenant in that premises; or
  - b. The "bodily injury" or "property damage" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the lessor.
7. To any state or municipality if:
- a. The "bodily injury" or "property damage" arises out of operations performed for the state or municipality; or
  - b. The "bodily injury" or "property damage" is included within the "products-completed operations hazard".
8. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
  - b. Supervisory, inspection, or engineering services.
- C. With respect to the insurance afforded these additional insureds, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**XI. ADDITIONAL INSURED BROAD FORM VENDORS**

The following provision is added to **Section II - Who Is An Insured**:

- A. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy is also an insured, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. The insurance afforded to such additional insured will not be broader than:
  - a. The coverage you have agreed to provide in the written contract or agreement; or
  - b. The coverage provided by this endorsement.

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

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change in the product made intentionally by the vendor;
4. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
8. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - a. The exceptions contained in Sub-paragraphs 4. or 6.; or
  - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

C. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## XII. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

## XIII. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

A. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage A, or a single accident under Coverage C, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage A arising out of such "occurrence" and all medical expenses under Coverage C arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage B. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage B, regardless of the number of projects or "locations";

3. If Included with a Stop Loss Limitation is indicated in the Schedule above under Limit(s) of Insurance, the most we will pay under this Amendment of General Aggregate Limit of Insurance - Per Project and Per Location for the sum of all damages under Coverage **A** (except for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard") and for all medical expenses under Coverage **C**, occurring during any one period of twelve (12) consecutive months (or portion thereof) beginning with the effective date of the policy to which this endorsement is attached, is three (3) times the General Aggregate Limit of Insurance shown in the Declarations. This applies regardless of the number of:

- a. Projects away from premises owned by or rented to you;
- b. "Locations" owned by or rented to you;
- c. Insureds;
- d. Claims made or "suits" brought; or
- e. Persons or organizations making claims or bringing "suits".

B. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### **XIV. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Subparagraphs **a.** and **b.** under paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

#### **XV. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

The following is added to the paragraph **6. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a. You are required under a written contract to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

**XVI. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**10. 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 Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

**XVII. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning.

POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective:	Countersigned By:  (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):
---------------------------------------

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



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

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

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.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".