

## CITY COUNCIL MINUTES

March 18, 2024

### Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Mowing and Yard Assistance Services

Resolution #2024-03-046-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** contract for seasonal requirements of lawn and yard services for Troy residents using the Yard Assistance Program with an option to renew for one (1) additional season to the low total bidder meeting specifications, *Zimmerman Lawn & Snow of Roseville, MI*, at unit prices contained in the bid tabulation opened February 22, 2024; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire December 31, 2025.

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

# PURCHASE ORDER

**Ship To**  
CITY OF TROY  
Community Affairs  
500 W BIG BEAVER RD  
TROY, MI 48084

**Bill To**  
CITY OF TROY  
Community Affairs  
500 W BIG BEAVER RD  
TROY, MI 48084

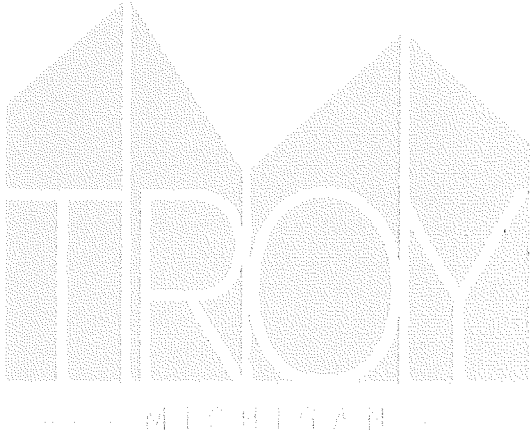
No. 2024-00001214  
DATE: 04/25/2024  
PAGE: 1 of 1  
FOB DESTINATION

EXPIRATION DATE  
12/31/2024  
COUNCIL RESOLUTION  
2024-03-046-J-4a

VENDOR NO. 148841

**Vendor**  
ZIMMERMAN LAWN & SNOW  
26830 FERNWOOD  
ROSEVILLE, MI 48066

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1,690	Each	CDBG Yard Assistance - Mow Single Lots - Less than 1 acre	34.0000	\$57,460.00
650	Each	CDBG Yard Assistance - Mow Double Lots - 1-2 acres	42.0000	\$27,300.00
130	Each	CDBG Yard Assistance - Yard Clean-Up - Single Lots	64.0000	\$8,320.00
50	Each	CDBG Yard Assistance - Yard Clean-Up - Double Lots	84.0000	\$4,200.00
				

Entered By: Nellie Bert

\$97,280.00

## Special Instructions:

CITY COUNCIL AWARD DATE: 3-18-2024 Contract for Lawn & Yard Services in accordance with the specifications of ITB-COT 24-03. CERTIFICATE OF INSURANCE and ENDORSEMENTS and shall be on file through contract completion. This is Year one of a potential 2-year contract.

## TERMS & CONDITIONS

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

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



CITY OF TROY  
BID TABULATION  
LAWN AND YARD ASSISTANCE PROGRAM

Vendor Name:	Capital Landscapes	Zimmerman Lawn & Snow	Parrott Landscaping
City:	Oak Park, MI	Roseville, MI	Clinton Township, MI
Check Number:	9057546404	1777238	9105134253
Check Amount:	\$1,500.00	\$1,500.00	\$1,510.00

**PROPOSAL: FURNISH SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM (PREVIOUSLY KNOWN AS THE HOME CHORE PROGRAM) WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON**

**PROPOSAL A: Lawn Care Services for the Yard Assistance Program**

Est. No. of Lots	Description	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call
72	Lawn-care service at a residential City of Troy home, up to one (1) acre.	\$25.00	\$34.00	\$45.00
25	Lawn-care service at residential City of Troy home, one (1) acre to two (2) acres.	\$34.00	\$42.00	\$65.00
<b>PROPOSAL A ESTIMATED TOTAL (26 Weeks):</b>		<b>\$68,900.00</b>	<b>\$90,948.00</b>	<b>\$126,490.00</b>

**PROPOSAL B: Yard Clean up for the Yard Assistance Program**

Est. No. of Lots	Description	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call
72	Yard clean-up at a residential City of Troy home, up to one (1) acre.	\$54.00	\$64.00	\$195.00
25	Yard clean-up at residential City of Troy home, one (1) acre to two (2) acres.	\$75.00	\$84.00	\$235.00
<b>PROPOSAL B ESTIMATED TOTAL (2 Weeks):</b>		<b>\$11,526.00</b>	<b>\$13,416.00</b>	<b>\$39,830.00</b>

<b>GRAND TOTAL BOTH SERVICES (Estimated):</b>	<b>\$80,426.00</b>	<b>\$104,364.00</b>	<b>\$166,320.00</b>
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<b>REFERENCES:</b>	Y or N	Y	Y	Y
<b>CONTACT INFORMATION:</b>	Daytime #	(248) 509-9109	(586) 484-1721	(586) 684-5900
	24 Hour #	(248) 509-9109	(586) 484-1721	(586) 487-4755
	Contact Name	Michael Klein	John Purdue	Melissa Funk
	Hrs. of Operation	7AM-7PM	7AM - 7PM	7AM-7PM M-F; 8AM-2PM Sat
<b>INSURANCE MET:</b>	Y or N	Y	Y	Y
<b>PAYMENT TERMS:</b>		Net 10	Net 10	Net 60
<b>EXCEPTIONS:</b>		None	None	None
<b>ALL OR NONE AWARD:</b>	Y or N	Y	Y	N
<b>ACKNOWLEDGEMENTS:</b>	Y or N	Y	Y	Y
<b>VENDOR QUESTIONNAIRE:</b>	Y or N	Y	Y	Y
<b>EXPERIENCE:</b>				
Years of experience doing this type of work:		14 years	over 35 years	10 years
Years of experience doing CDBG work:		14 years (2yrs)	over 20 years	None
Mowing equipment owned by Firm provided:	Y or N	Y	Y	Y
<b>FORMS:</b>	Y or N	Y	Y	Y

*Low Bid Meeting Specifications*

**ATTEST:**  
(\*Bid Opening conducted via a Zoom Meeting)

Cindy Stewart  
Nellie Bert  
Andrew Chambliss  
Martinique Gates

Emily Frontera  
Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

**ITB-GOT 24-03  
Page 1 of 6**

The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM (PREVIOUSLY KNOWN AS THE HOME CHORE PROGRAM) WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON** in accordance with the specifications, which are an integral part of this proposal, at the following prices:

COMPANY NAME Zimmerman Lawn + Snow

**PROPOSAL A: LAWN CARE SERVICES FOR THE YARD ASSISTANCE PROGRAM**

Est. No. of Lots	Description	Price for Lawn Care Service per Each Service Call
72	Lawn-care service at a residential City of Troy home, up to one (1) acre.	\$ 34 <sup>00</sup>
25	Lawn-care service at residential City of Troy home, one (1) acre to two (2) acres.	\$ 42 <sup>00</sup>

**PROPOSAL B: YARD CLEAN UP FOR THE YARD ASSISTANCE PROGRAM**

Est. No. of Lots	Description	Price for Yard Clean-up per Each Service Call
72	Yard clean up at a residential City of Troy home, up to one (1) acre.	\$ 64 <sup>00</sup>
25	Yard clean-up at residential City of Troy home, one (1) acre to two (2) acres.	\$ 84 <sup>00</sup>

**NOTE:** Proposals A & B depend upon Community Development Block Grant Funding (CDBG) sources being approved. Businesses owned by women or minorities are strongly encouraged to apply. The City reserves the right to cancel either one of the proposals or cancel the entire contract if funding is not approved.

**ESTIMATED QUANTITIES:**

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the services required will be dependent upon the number of qualified applicants.

**GENERAL:**

Approximately 97 residents have qualified and will participate in the Yard Assistance Lawn Care Program. Due to the nature of this program, the number of homeowners will change throughout the term of the contract. The successful contractor will be notified as changes are made. The City of Troy prefers companies with CDBG experience.

**INFORMATION:**

For additional general information or questions about the specifications, please contact Cindy Stewart, Community Affairs Director, at (248) 524-1147 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

**SITE INSPECTION**

The City does not provide addresses for the CDBG Yard Assistance program prior to the awarding of the bid for safety and confidentiality purposes. Lists with the addresses, contact information and lot size (as recorded by the Assessing Department) are provided to the contractor performing the service. All sites are located in the City of Troy. Sizes will be one of the following: **Residential up to one acre, and Residential up to two acres.**

The evaluation and award of this bid shall be a combination of factors including, but not limited to the following: prior experience performing service for the City of Troy, bid price, professional competence, experience working with CDBG contracts, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves the right to award this bid to the lowest qualified bidder(s) meeting specifications for each proposal according to CDBG guidelines or to combine proposals, whatever is in the City's best interest; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors including but not limited to the following: bid price, professional competence, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves the right to award this bid to the lowest acceptable total bidder meeting specifications; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations; to make an award in whatever is deemed to be in the City's best interest.

It is the intent of the City to qualify one Primary and one Secondary contractor to provide Lawn and Yard Services. In the event the Primary contractor has not responded to requests for service under the terms of the contract, the Secondary contractor will be contacted. If necessary, the City of Troy reserves the right to consider the Primary contractor in default of contract, and to award the entire contract to the Secondary contractor under the same prices, terms and conditions as originally bid.

**SUBCONTRACTORS:**

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

**PURCHASE ORDER:**

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy 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. A contract document/agreement will be issued to the awarded vendor, **in accordance with the terms and conditions as outlined in the Oakland County CDBG, Public Service Contract.**

**CONTRACT FORMS:**

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

COMPANY NAME: Zimmerman Lawn & Snow

**CONTRACT TERMINATION:**

The City of Troy shall reserve the right to terminate the contract upon 15 days written notice due to poor performance. The City of Troy Public Works Director or his designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final

**DOWN PAYMENTS OR PREPAYMENTS:**

Any bid received which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance, as being in conformance with specifications will not be considered for award.

**PAYMENT TERMS:**

The City will pay only for the actual number of homes serviced. The successful contractor will provide a monthly invoice along with a schedule showing the date that each location was serviced. The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

**REFERENCES**

The City of Troy requires that your company list at least three (3) organizations who have recently had similar work performed by your company. Include Municipal and CDBG prior experience, if any.

City of Madison Heights

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: 248-545-3464 CONTACT: Heather Parker  
EMAIL: HeeatherParker@Madison-Heights.org

COMPANY: Macomb Community Action  
ADDRESS: \_\_\_\_\_  
PHONE: 586-469-5524 CONTACT: Elizabeth Goudie  
EMAIL: elizabeth.goudie@macombgov.org

COMPANY: Oakview Apts.  
ADDRESS: \_\_\_\_\_  
PHONE: 586-598-0300 CONTACT: Doug  
EMAIL: \_\_\_\_\_

**BIDDER'S GENERAL QUESTIONNAIRE:**

All bidders shall fill out completely the attached general questionnaire and submit it with the bid proposal.

**CONTACT INFORMATION:**

The contractor will provide a daytime phone number and contact person, and a 24-hour phone number and contact person, along with hours of operation.

Daytime phone number 586-484-1721 Contact Name: John Purdue  
24-hour phone number 586-484-1721 Hours of operation: 7am-7pm

**OTHER LAWS AND REGULATIONS TO BE OBSERVED:**

The Contractor(s) shall at all times observe and comply with all Federal (including E-Verify), State and local laws, ordinances and regulations. The Contractor(s) shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor(s), its employees or any subcontractors.

COMPANY NAME: Zimmerman Lawn & Snow

**INSURANCE:**

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

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

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

COMPANY NAME: Zimmerman Lawn & Snow

**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: Zimmerman Lawn & Snow



### SIGNATURE PAGE

**PRICES:** All bidders are held to bid prices for sixty (60) days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on or about **April 01, 2024 and expire on December 31, 2024**. The contract shall contain an option to renew for one (1) additional season based upon mutual consent of both parties within ninety (90) days of contract expiration under the same prices, terms and conditions. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without a blanket purchase order issued. The City of Troy may terminate this contract for convenience upon fifteen (15) days written notice.

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 addenda as issued.

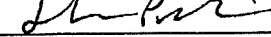
TAX ID: 276-54-6671

COMPANY Zimmerman Lawn + Snow

ADDRESS 26930 Fernwood CITY Roseville STATE: MI ZIP 48066

TELEPHONE NUMBER 586-484-1721 FAX NUMBER                     

AUTHORIZED COMPANY REPRESENTATIVE'S NAME: John Purdue  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: Net 10 days EMAIL: zimmermanzim@comcast.net

#### ALL OR NONE AWARD

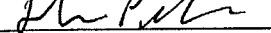
☒ CHECK THIS BOX IF YOUR BID IS NOT TO BE BROKEN UP BY PROPOSAL AND BASED ON AN ALL OR NONE AWARD

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

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

#### ACKNOWLEDGEMENT:

I, John Purdue, 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: 

**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.

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

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



### VENDOR QUESTIONNAIRE

DATE: \_\_\_\_\_  
Month/Date/Year

COMPANY NAME: Zimmerman Lawn & Snow

ESTABLISHED: March, 19 94 or 20 \_\_\_\_\_ STATE: MI.

TYPE OF ORGANIZATION: (Circle One)

- ☒ a. Individual  
b. Partnership  
c. Corporation  
d. Joint Venture  
e. Other \_\_\_\_\_

YEARS IN BUSINESS: 29

If applicable:

FORMER COMPANY NAME(S)

YEARS IN BUSINESS

Please provide the following information regarding your company.

1. Number of years experience doing this type of work: over 35 Years

2. Does your company have CDBG experience? Yes X No \_\_\_\_\_

a. If yes, How many years of CDBG Experience over 20 Years

b. List the entities for whom you have held CDBG contracts in the last ten (10) years:

Agency Name	Contact Person	Phone No.	Dates of Service
City of Madison Heights	Heather Parker	248-545-3464	1998-2008 2016-21
Macomb Community	Elizabeth Goudie	586-469-5524	2010-21
City of Troy			2008-09

3. List all mowing equipment owned by your firm; include make, model number, year, and mowing widths.

exmark lazer riders 5 2-52" 3-60" 2 toro riders 32" 2018-2021

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

Full-time: 6  
Part-time: 3

5. If applicable, list all proposed subcontractors to be used in the performance of lawn mowing and yard clean up services as detailed in the attached specifications.

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6. Identify those in your company who will be responsible, including on-site supervision, for this contract. Include credentials of principals and those who will be working on this project.  
John Purdue (owner)

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THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

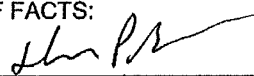
Company:

Address:

Phone Number:

Representative's Name:

Date:

  
Zimmerman Lawn & Snow

26830 Fernwood

Roseville MI. 48066

586-484-1721

John Purdue

(Print)

~~3-19-24~~ 2-19-24



### Agreement

I, Zimmerman Lawn + Snow, will indemnify the City of Troy, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that is the result of an error, omission, or negligent act of mine or any person employed by me.

Signed: John Purdue  
Print: John Purdue  
Address: 2683 Fernwood  
Roseville MI 48060

Witnesses: (other than relative)

1. Renae McCoy  
Signed  
Renae McCoy  
Print

2. WM MISANGY  
Signed  
WM Misangy  
Print



## **Legal Status of Bidder:**

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

~~A **corporation** duly organized and doing business under the laws of the State of \_\_\_\_\_ 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:**

John Purdue Owner





**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.**

Zimmerman Lawn & Snow

Name of Agency/Company/Firm (Please Print)

John Purdue (owner)

Name and title of authorized representative (Please Print)

[Signature]

Signature of authorized representative

2-20-24

Date

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



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

John Purdue, being duly sworn deposed, says that he/she  
(Print Full Name)

is Owner. 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

Clara R Heit  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 20 day of February,

2024 in and for Macomb County.

My commission expires:  
2/21/29

CLARA HEIT  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires February 21, 2029  
Acting in the County of Macomb



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

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

Vendor	
Legal Name	Zimmerman Lawn + Snow
Street Address	26830 Fernwood
City	Roseville
State, Zip	MI 48066
Corporate I.D. Number/State	—
Taxpayer I.D. #	276-54-6671

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:\ BidLanguage\_IranLinkedBusiness





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

The undersigned, the owner or authorized officer of Zimmerman Law & Snow (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 Zimmerman Law & Snow and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

BIDDER: John Purdue

By: John Purdue (owner)

Its: Owner

STATE OF MICHIGAN )  
 )ss.

COUNTY OF Macomb )

This instrument was acknowledged before me on the 20 day of February 2024,  
by John Purdue

Clara R Heit  
Clara Heit

**CLARA HEIT**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires February 21, 2029  
Acting in the County of Macomb



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

March 10, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Dee Ann Irby, Controller  
Emily Frontera, Purchasing Manager  
Cindy Stewart, Community Affairs Director

Subject: Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications –  
Mowing and Yard Assistance Services

### History

- The City of Troy receives Community Development Block Grant funding each year and 30% of the total funding can be allocated for Public Services.
- The City of Troy utilizes our Public Services allocation for the Yard Assistance program. Low income qualified senior citizens and persons with permanent disabilities are eligible for the City's Yard Assistance Program which offers lawn and yard services in the spring, summer and fall seasons and Snow Removal in the winter.
- The yard services include lawn mowing plus spring and fall clean-up of the homeowners' yards. Currently the City has approximately seventy-five (75) qualified recipients signed up for the CDBG Yard Assistance Program.
- The current contract expired December 31, 2023.

### Purchasing

- On February 22, 2024; a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements of lawn and yard services for Troy residents using the Yard Assistance Program with an option to renew for one (1) additional season.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); [www.bidnetdirect.com//city-of-troy-mi](http://www.bidnetdirect.com//city-of-troy-mi). Three hundred five (305) vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	305
Troy Companies notified via MITN	2
Troy Companies notified - Active email Notification	2
Troy Companies notified - Active non-paying	0
Companies that viewed the bid	24
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)**

- Bid responses were reviewed and considered based upon pricing as well as a combination of factors including professional experience providing lawn service for Yard Assistance Programs, minimum 5 years CDBG experience, equipment fleet and references.
- The contract warrants making an award to the second lowest bidding contractor meeting specifications from the bid specs. The lowest bidder was not completely up front with his CDBG experience and did not provide any references with comparable experience with yard assistance/lawn mowing. Therefore, *Zimmerman Lawn & Snow of Roseville, MI* is being recommended for award.
- Zimmerman Lawn & Snow has successfully provided lawn and yard services for the City of Troy CDBG program and meets all requirements.

### **Financial**

Funds for lawn and yard services for the Yard Assistance Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

### **Recommendation**

City Management recommends City Council award contract for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season to the low total bidder meeting specifications, *Zimmerman Lawn & Snow of Roseville, MI* at unit prices contained in the bid tabulation opened February 22, 2024; contract to expire December 31, 2025.

Opening Date: 02/22/2024  
Date Reviewed: 02/22/2024

CITY OF TROY  
BID TABULATION  
LAWN AND YARD ASSISTANCE PROGRAM

ITB-COT 24-03  
Page 1 of 1

Vendor Name:	Capital Landscapes	Zimmerman Lawn & Snow	Parrott Landscaping
City:	Oak Park, MI	Roseville, MI	Clinton Township, MI
Check Number:	9057546404	1777238	9105134253
Check Amount:	\$1,500.00	\$1,500.00	\$1,510.00

**PROPOSAL: FURNISH SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM (PREVIOUSLY KNOWN AS THE HOME CHORE PROGRAM) WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON**

**PROPOSAL A: Lawn Care Services for the Yard Assistance Program**

Est. No. of Lots	Description	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call
72	Lawn-care service at a residential City of Troy home, up to one (1) acre.	\$25.00	\$34.00	\$45.00
25	Lawn-care service at residential City of Troy home, one (1) acre to two (2) acres.	\$34.00	\$42.00	\$65.00
<b>PROPOSAL A ESTIMATED TOTAL (26 Weeks):</b>		<b>\$68,900.00</b>	<b>\$90,948.00</b>	<b>\$126,490.00</b>

**PROPOSAL B: Yard Clean up for the Yard Assistance Program**

Est. No. of Lots	Description	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call
72	Yard clean-up at a residential City of Troy home, up to one (1) acre.	\$54.00	\$64.00	\$195.00
25	Yard clean-up at residential City of Troy home, one (1) acre to two (2) acres.	\$75.00	\$84.00	\$235.00
<b>PROPOSAL B ESTIMATED TOTAL (2 Weeks):</b>		<b>\$11,526.00</b>	<b>\$13,416.00</b>	<b>\$39,830.00</b>
<b>GRAND TOTAL BOTH SERVICES (Estimated):</b>		<b>\$80,426.00</b>	<b>\$104,364.00</b>	<b>\$166,320.00</b>

REFERENCES:	Y or N	Y	Y	Y
CONTACT INFORMATION:	Daytime #	(248) 509-9109	(586) 484-1721	(586) 684-5900
	24 Hour #	(248) 509-9109	(586) 484-1721	(586) 487-4755
	Contact Name	Michael Klein	John Purdue	Melissa Funk
	Hrs. of Operation	7AM-7PM	7AM - 7PM	7AM-7PM M-F; 8AM-2PM Sat
INSURANCE MET:	Y or N	Y	Y	Y
PAYMENT TERMS:		Net 10	Net 10	Net 60
EXCEPTIONS:		None	None	None
ALL OR NONE AWARD:	Y or N	Y	Y	N
ACKNOWLEDGEMENTS:	Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Y or N	Y	Y	Y
EXPERIENCE:				
Years of experience doing this type of work:		14 years	over 35 years	10 years
Years of experience doing CDBG work:		14 years (2yrs)	over 20 years	None
Mowing equipment owned by Firm provided:	Y or N	Y	Y	Y
FORMS:	Y or N	Y	Y	Y

*Low Bid Meeting Specifications*

**ATTEST:**  
(\*Bid Opening conducted via a Zoom Meeting)

Cindy Stewart  
Nellie Bert  
Andrew Chambliss  
Martinique Gates

Emily Frontera  
Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2024

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

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

<b>PRODUCER</b> Michigan Community Insurance Agency Inc. 49357 Pontiac Trail Ste 101 PO Box 930599 Wixom MI 48393-0599	<b>CONTACT NAME:</b> Michael Simmerer, CISR, CIC <b>PHONE (A/C, No, Ext):</b> (248) 679-7000 <b>FAX (A/C, No):</b> (248) 926-5959 <b>E-MAIL ADDRESS:</b> Certificate@MichiganCommunity.com														
<b>INSURED</b> John Purdue Zimmerman Lawn and Snow 26830 Fernwood St Roseville MI 48066-3430	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Home-Owners</td><td>26638</td></tr><tr><td>INSURER B: Auto-Owners</td><td>18988</td></tr><tr><td>INSURER C: AR- TRAVELERS INSURANCE</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Home-Owners	26638	INSURER B: Auto-Owners	18988	INSURER C: AR- TRAVELERS INSURANCE		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 2023-24 GL AU WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Primary &amp; Non-Contributory</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		04813138	06/10/2023	06/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Premises/Operations \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		4481313801	06/10/2023	06/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Allowable Expense (Medical) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	6KUB5B45918723	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Jackie.ahlstrom@troy.mi.gov  City of Troy 500 W Big Beaver Rd Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Nancy O'Connell
------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Auto-Owners Insurance Company

58504 (1-15)

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTO POLICY**

**SECTION II - COVERED AUTOS LIABILITY COVER-  
AGE** is amended. The following provision is added.  
Any person or organization is an **insured** for Covered  
Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under  
**SECTION II - COVERED AUTOS LIABILITY COVER-  
AGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1



Home-Owners Insurance Company

55091 (5-17)

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

## COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**  
**SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion g.(2) is deleted and is replaced by the following exclusion.
- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**  
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

#### Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

#### Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) That are, or are contained in any property that is:
    - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
    - 2) Otherwise in the course of transit by you or on your behalf; or
    - 3) Being disposed of, stored, treated or processed into or upon the "auto";
  - (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
  - (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.

Paragraph c.(1)(a) does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
  - (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured 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:
  - (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
  - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
  - (1) Property owned or being transported by, or rented or loaned to any insured; or
  - (2) Property in the care, custody or control of any insured other than "property damage" to

a residence or a private garage by a private passenger "auto" covered by this coverage.

- g. (1) "Bodily injury" to:
  - (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
  - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.
- (2) This exclusion applies:
  - (a) Whether the insured may be liable as an employer or in any other capacity; and
  - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply to:
  - (a) Liability assumed by the insured under an "insured contract".
  - (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

#### Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

#### **SECTION II - WHO IS AN INSURED**

- a. Each of the following is an insured with respect to this coverage.
  - (1) You.
  - (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
  - (3) Your members if you are designated in the Declarations as a limited liability company.
  - (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
  - (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- b. None of the following is an insured:
  - (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
  - (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:



- (a) Such person; or
- (b) Any partner or "executive officer" of yours or a member of his or her household; or
- (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

#### Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

#### Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

#### **SECTION III - LIMITS OF INSURANCE**

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
  - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
  - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

#### **3. BROADENED SUPPLEMENTARY PAYMENTS** **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.**

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

#### **4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04**, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

#### **5. PERSONAL INJURY EXTENSION**

- a. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38**, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38**, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14**, "Personal and advertising injury" is deleted and replaced by the following definition.

- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:**
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

**6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.**

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

**7. DAMAGE TO PREMISES RENTED TO YOU**

**a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.**

- (1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises 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 **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

**(a) "Property damage" to:**

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

**(b) "Property damage" caused by or resulting from any of the following:**

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
  - a) You make a reasonable effort to maintain heat in the building or structure; or
  - b) You drain the equipment and shut off the water supply if the heat is not maintained.

**(c) "Property damage" caused directly or indirectly by any of the following:**

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
  - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
- c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

**b. Limits of Insurance**

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following Paragraph.

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

- c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

**8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
  - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- (a) "Bodily injury";
  - (b) "Property damage"; or
  - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply

to any "occurrence" which takes place after the equipment lease expires.

**c. The following provision is added to SECTION III - LIMITS OF INSURANCE.**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions.

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

**c. The following provision is added to SECTION III - LIMITS OF INSURANCE.**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**SECTION II - WHO IS AN INSURED** is amended. Paragraph 3. is deleted and replaced by the following provision.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### 11. BLANKET WAIVER OF SUBROGATION

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.