

**SERVICE AGREEMENT BETWEEN
MARGOLIS COMPANIES, INC
AND THE CITY OF ANN ARBOR
FOR STREET TREE PLANTING**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Margolis Companies, ("Contractor") a(n) Corporation of Michigan with its address at 9600 Cherry Hill Road, Ypsilanti, MI 48198 agree as follows on this 6th day of July, 2015.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area, Systems Planning Unit.

Contract Administrator means Kerry Gray, Systems Planning Unit, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means ***"The City of Ann Arbor Fall 2015/Spring 2016 Street Tree Purchase and Planting Project."***

II. DURATION

This Agreement shall become effective on July 7, 2015, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits
Invitation to Bid No. 4388 and Addendum #1
Bid Proposal of Contractor, dated May 7, 2015, and restated and attached as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials,

equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this Contract shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this Contract in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these services at locations selected by Urban Forest & Natural Resource Planning Coordinator and/or Field Operations Forestry Supervisor within the City of Ann Arbor, Michigan.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this Contract. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this Contract. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Contract.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this Contract.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the services shall not exceed \$ **300,165.00**. The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the

Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Contract Administrator will, within 21 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Contractor Administrator as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. Following the receipt of the Contract Administrator's Certificate, and subject to the City retaining a percentage of the estimate as provided in this paragraph, the City will make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in the same manner as is done for construction contracts under Act 524, Public Acts of 1980. If the City fails to retain a percentage from one or more of the estimates it pays, the City reserves the right to retain the amount from a subsequent payment.

- B. If the Contract Administrator decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.
- C. The Contractor shall promptly remove from the premises all trees and materials determined by the Contract Administrator as failing to meet Contract requirements and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City.
- D. The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Contract Administrator notwithstanding that the work and/or materials have been previously overlooked by the Contract Administrator and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance, the Contractor shall forthwith make good the defect in a manner satisfactory to the Contract Administrator. The judgment and the decision of the Contract Administrator as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.
- E. At the end of the guarantee period for each project (fall and spring) and within 14 days after receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the City shall inspect all guaranteed work for final acceptance. When the Contract Administrator finds the work acceptable under the Contract and the Contract fully performed, including completion and re-inspection of all repairs and replacements necessary in the judgment of the Contract Administrator, the Contract Administrator will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. Subject to the requirements below, the entire balance found to be due the Contractor, including the retained percentage shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;

(2) The Contractor's Affidavit

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;

The making and acceptance of the final payment shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

VI. INSURANCE; INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit B, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit B. When requested, Contractor shall provide the same documentation for its subcontractor(s).
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Contract, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Contract.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this Contract shall conform to the level of quality performed by professionals regularly rendering this type of service. The Contractor warrants that the repairs shall be free of defects for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this Contract. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IX. SURETY BONDS

Before the commencement of any work under this Contract, Contractor shall provide to the City the following surety bond(s), issued by a surety company licensed to write surety bonds in the State of Michigan, executed on a form supplied by the City, and satisfactory to the City Attorney:

- A. Performance Bond
- B. Labor and Material Bond

X. TERMINATION OF CONTRACT; RIGHTS ON TERMINATION

- A. This Contract may be terminated by either party in the case of a breach of this Contract by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this Contract.
- B. If contracting services are terminated for reasons other than the breach of the Contract by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

XI. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the Contract.
- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XII. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under the Contract to third parties.

XIII. NOTICE

All notices and submissions required under the Contract shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Contract or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Contract when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XIV. EXTENT OF AGREEMENT

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This Contract may be altered, amended or modified only by written amendment signed by the Contractor and the City.

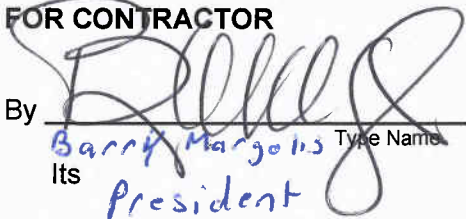
XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Contract will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Contract or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Contract or the application of the provision to other parties or other circumstances.

XVI. CHOICE OF LAW

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this Contract, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract


FOR CONTRACTOR

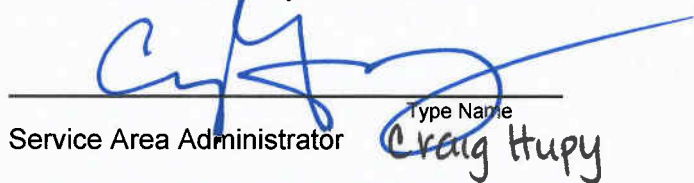
By  _____
Barry Margolis Type Name
Its
President

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor
By _____
Jacqueline Beaudry, City Clerk

Approved as to substance


Steven D. Powers, City Administrator

Service Area Administrator  Type Name
Craig Hupy

Approved as to form and content


Stephen K. Postema, City Attorney

**Exhibit A
Contract Summary**

Fall 2015			Spring 2016		
Common Name	Latin Name	B&B Price per Tree Planted Margolis Nursery	Common Name	Latin Name	B&B Price per Tree Planted Margolis Nursery
Paperbark Maple (small)	<i>Acer griseum</i>	\$ 290.00	Paperbark Maple (small)	<i>Acer griseum</i>	\$ 290.00
Miyabei Maple (medium)	<i>Acer miyabei</i>	\$ 290.00	Miyabei Maple (medium)	<i>Acer miyabei</i>	\$ 290.00
Tatarian Maple (small)	<i>Acer tataricum</i>	\$ 290.00	Tatarian Maple (small)	<i>Acer tataricum</i>	\$ 290.00
Yellow Buckeye (large)	<i>Aesculus octandra</i>	\$ 390.00	Yellow Buckeye (large)	<i>Aesculus octandra</i>	\$ 390.00
Serviceberry (small)	<i>Amelanchier sp.</i>	\$ 220.00	Serviceberry (small)	<i>Amelanchier sp.</i>	\$ 220.00
Hackberry (large)	<i>Celtis occidentalis</i>	\$ 190.00	American Hornbeam (medium)	<i>Carpinus caroliniana</i>	\$ 200.00
Katsura (large)	<i>Cercidiphyllum japonicum</i>	\$ 290.00	Hackberry (large)	<i>Celtis occidentalis</i>	\$ 190.00
Redbud (small)	<i>Cercis canadensis</i>	\$ 200.00	Redbud (small)	<i>Cercis canadensis</i>	\$ 200.00
Yellowwood (medium)	<i>Cladrastis lutea</i>	\$ 275.00	Yellowwood (medium)	<i>Cladrastis lutea</i>	\$ 275.00
Hardy Rubbertree (large)	<i>Eucommia ulmoides</i>	\$ 300.00	Hardy Rubbertree (large)	<i>Eucommia ulmoides</i>	\$ 300.00
Ginkgo- male only (large)	<i>Ginkgo biloba</i>	\$ 260.00	Ginkgo (Large)	<i>Ginkgo biloba</i>	\$ 260.00
Kentucky Coffeetree (large)	<i>Gymnocladus dioicus</i>	\$ 255.00	Kentucky Coffeetree (large)	<i>Gymnocladus dioicus</i>	\$ 255.00
Tuliptree (large)	<i>Liriodendron tulipifera</i>	\$ 195.00	Tuliptree (large)	<i>Liriodendron tulipifera</i>	\$ 195.00
Crabapple (small)	<i>Malus spp.</i>	\$ 185.00	Crabapple (small)	<i>Malus spp.</i>	\$ 185.00
Dawn Redwood (large)	<i>Metasequoia glyptostroboides</i>	\$ 195.00	Dawn Redwood (large)	<i>Metasequoia glyptostroboides</i>	\$ 195.00
Hophornbeam (medium)	<i>Ostrya virginiana</i>	\$ 245.00	Hophornbeam (medium)	<i>Ostrya virginiana</i>	\$ 245.00
Persian Parrotia (medium)	<i>Parrotia persica</i>	\$ 340.00	Persian Parrotia (medium)	<i>Parrotia persica</i>	\$ 340.00
London Planetree (large)	<i>Platanus x acerifolia</i>	\$ 195.00	London Planetree (large)	<i>Platanus x acerifolia</i>	\$ 195.00
Ornamental Cherry (small)	<i>Prunus spp.</i>	\$ 190.00	Ornamental Cherry (small)	<i>Prunus spp.</i>	\$ 190.00
Japanese Tree Lilac (small)	<i>Syringa reticulata</i>	\$ 220.00	White Oak (large)	<i>Quercus alba</i>	\$ 354.00
Bald Cypress (large)	<i>Taxodium distichum</i>	\$ 195.00	Swamp White Oak (large)	<i>Quercus bicolor</i>	\$ 200.00
Accolade Elm	<i>Ulmus x 'Accolade'</i>	\$ 245.00	English Oak (medium)	<i>Quercus robur</i>	\$ 285.00
American Elm	<i>Ulmus americana</i>	\$ 245.00	Burr Oak (large)	<i>Quercus macrocarpa</i>	\$ 210.00
Per Watering Cost (~12 waterings during guarantee period)		\$5.00/tree	Northern Red Oak (large)	<i>Quercus rubra</i>	\$ 200.00
			Japanese Tree Lilac (small)	<i>Syringa reticulata</i>	\$ 220.00
			Bald Cypress (large)	<i>Taxodium distichum</i>	\$ 195.00
			Accolade Elm (large)	<i>Ulmus x 'Accolade'</i>	\$ 245.00
			American Elm (large)	<i>Ulmus americana</i>	\$ 245.00
			Per Watering Cost (~12 waterings during guarantee period)		\$5.00/tree
Plant 500 trees Fall 2015 selecting from species above.			Plant 500 trees Spring 2016 selecting from species above.		
Total contract amount not to exceed \$300,165.00					

PERFORMANCE BOND

- (1) Margolis Nursery Inc. 9600 Cherry Hill Rd of Ypsilanti, MI 48198 (referred to as "Principal"), and Cincinnati Insurance Company, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$300,165.00, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated _____, 20__ , for: Fall 2015/Spring 2016 Street Tree Purchase & Planting and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this 6th day of July, 2015.

CINCINNATI INSURANCE COMPANY
(Name of Surety Company)

By Janet K. Hughes
(Signature)
Janet K. Hughes

Its Attorney-in-fact
(Title of Office)

Approved as to form:
Stephen K. Postema, City Attorney

MARGOLIS NURSERY INC.
(Name of Principal)

By [Signature]
(Signature) Barry Margolis

Its President
(Title of Office)

Name and address of agent:
Charles G. Richmond, Sr.
Richmond Agency Inc.
P.O. Box 907
Jackson, Michigan 49204



CERTIFICATE OF LIABILITY INSURANCE

MARGO-1

OP ID: JH

DATE (MM/DD/YYYY)

07/14/15

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

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

PRODUCER Richmond Agency, Inc. 833 Laurence Ave, P.O. Box 907 Jackson, MI 49204 Richmond Agency, Inc.		Phone: 517-788-9130 Fax: 517-788-8036	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):												
INSURED Margolis Nursery Inc. dba Margolis Companies Margolis Snow Removal Inc. 9600 Cherry Hill Rd Ypsilanti, MI 48198-		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: HOME-OWNERS INSURANCE CO.</td> <td>26638</td> </tr> <tr> <td>INSURER B: AUTO OWNERS INSURANCE CO</td> <td>18988</td> </tr> <tr> <td>INSURER C:</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 A: HOME-OWNERS INSURANCE CO.	26638	INSURER B: AUTO OWNERS INSURANCE CO	18988	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			06538539	07/01/15	07/01/16	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Addl Insd						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY			9537751500	07/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	9537751501	07/01/15	07/01/16	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			06305002	08/29/14	08/29/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Project: Fall 2015/Spring 2016 Street Tree Purchase and Planting

City of Ann Arbor is included as Additional Insured, 30 day notice of cancellation applies

CERTIFICATE HOLDER**CANCELLATION**

CITYO-2 City of Ann Arbor 100 N. 5th Avenue Ann Arbor, MI 48107-6547	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 Richmond Agency, Inc. <i>Charles J. Richmond Sr.</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, 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.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following provision is added to 4. **Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

MAY 26 2015

Home-Owners Insurance Company

59495 (8-11)Y

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL DESIGNATED PERSON(S) OR ORGANIZATION(S) OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u> ✓	
Name Of Designated Person(s) Or Organization(s) CITY OF ANN ARBOR ✓	Mailing Address 301 Huron Street Ann Arbor MI 48104

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

All other policy terms and conditions apply.