



WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Committee Members
FROM: Brian Gottshalk, Public Works Manager
SUBJECT: Recommendation for Landscape Maintenance Services Provider
DATE: 3 December, 2024

BACKGROUND:

The Town uses a third-party contractor to provide landscape services for all town-owned trees, shrubs, and landscape beds along the Kiawah Island Parkway, Beachwalker Drive, and at the municipal center. The town currently uses Artigues Landscape Maintenance to perform these services, and they have been our landscape service provider since January 1st, 2022. They were awarded a 3-year contract, which will organically terminate at the end of this year. Since this contract is terminating, town staff released an RFP for Landscape Service and Maintenance firms to provide bids for this contract.

The staff has talked with Artigues about their proposal, and they will be dedicating a supervisor, Ron, to our contract. Ron initially managed the contract at the beginning for about a year and a half, and he did a great job in providing quality service and giving quick attention to items that the staff brought up. He will be our point of contact for the duration of the contract.

ANALYSIS:

Town staff released an RFP to solicit bids for Landscape Maintenance Services. The RFP was posted publicly for two weeks, and town staff received seven bids. The results are as follows:

Artigues Landscape and Maintenance:	\$189,996.00 Annually
LandOne Group, LLC:	\$190,928.75 Annually
Pleasant Places:	\$156,920.00 Annually
Russell Landscape Group:	\$225,901.06 Annually
Ruppert Landscape:	\$183,120.00 Annually
The Greenery, Inc:	\$188,040.00 Annually
Yellowstone Landscape:	\$256,030.00 Annually

All bids received were carefully reviewed by a team of 5 members. The annual price provided by each firm reflects routine weekly maintenance of all town owned landscape as well as two mulch and pine straw applications each year. This price also includes regular reporting on the irrigation system and any warranties to plant material they wish to provide.

Each firm's proposal was evaluated on the following criteria: Bid Price (50 pts), Electric Equipment Plan (20 pts), and References (30 pts)

ACTION REQUESTED:

Town staff is requesting that the Ways and Means Committee recommend to the Town Council that the proposal from Artigues Landscape & Maintenance be approved for a total of \$189,996.00 annually for landscape services described in their proposal.

BUDGET & FINANCIAL DATA:

If approved, this contract will be funded 70% through restricted funds and 30% through the General Fund.



November 14, 2024

Dear Selection Committee,

We are pleased to submit our proposal in response to the Town of Kiawah's RFP for landscape maintenance services. Over the past several years, we have had the privilege of partnering with the Town to maintain and enhance Kiawah's natural beauty and uphold the standards that make this community exceptional. During the recent pre-bid meeting, we were gratified to hear that Kiawah's staff is pleased with our performance, and we are committed to maintaining and even exceeding these expectations.

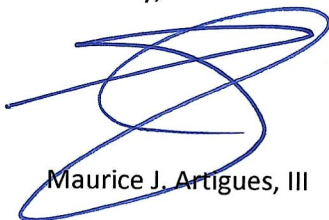
Our partnership with the Town has been one of dedication, reliability, and shared goals. A key example of this commitment is the Beachwalker Drive project, where we invested \$25,000 of our own funds in commissioning a landscape architectural design to support the Town's Grow Native initiative, ensuring successful and sustainable planting for this critical area. This was our effort to ensure the success of Beachwalker Drive's enhancement which was a main concern of Kiawah's new leadership.

Our repeated position as the low bidder on multiple, publicly bid enhancement projects further demonstrates our commitment to achieving Kiawah's landscaping goals in a cost-effective manner. Highlights of our work with the Town include:

- Providing the low bid for the extensive Kiawah Island Parkway capital project and assisting with value engineering to further reduce project costs for the Town.
- Being awarded the current maintenance contract as the low bidder.
- Awarded as the low bidder the capital improvement project at Town Hall.
-

We value our ongoing relationship with the Town of Kiawah and look forward to the opportunity to continue delivering high-quality services that enhance the natural beauty of this unique community. Thank you for considering our proposal.

Sincerely,



Maurice J. Artigues, III

Environmental Priorities



Electric Equipment

Artigues Landscape & Maintenance is fully aligned with the Town's environmental initiatives and is committed to supporting sustainability efforts. We will begin using electric leaf blowers from day one, meeting the Town's mandate. Additionally, we are committed to transitioning all smaller maintenance equipment to electric power within the first six months and all mowers within the first year of the contract. Our focus remains on equipment that has a direct impact on landscape maintenance, ensuring a seamless shift to eco-friendly practices. We look forward to contributing to a cleaner, quieter environment and fully supporting the Town's environmental goals.

Grow Native Initiative

Artigues Landscape & Maintenance fully supports the Town's Grow Native initiative and will prioritize native plants in all new plantings and replacements, selecting species from the Grow Native Plant Database. In alignment with the initiative, we will propose native alternatives whenever possible for replacements and new plantings, and we will adjust maintenance practices to create optimal conditions for native plant growth. Additionally, we are committed to using environmentally responsible chemicals to ensure the well-being of local ecosystems and further enhance the sustainability of the community landscape.

DATE: November 15, 2024

ORGANIZATIONAL INFORMATION

NAME OF BIDDER: Artigues Landscape & Maintenance

BUSINESS ADDRESS: PMB 187, 295 Seven Farms Drive, Suite C

Charleston, SC 29492

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED BIDDER REPRESENTS:

1. The Bidder has carefully examined specifications for the Services;
2. The Bidder is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the Bidder will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. The Bidder understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as specified in the Request for Proposal;
6. The Bidder is legally able to enter into and perform a contract, if awarded;
7. The Bidder is current on all taxes and fees owed to the Town, as applicable;
8. The Bidder has provided proof of insurance as required by the Town.

I. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function.

Reece Artigues, Owner & President

Ron Artigues, Director of Operations and Project Manager - will be main point of contact and manage the schedule, maintenance team and any and all projects.

Drew Weathers, Director of Maintenance - will coordinate with Director of Operations to manage team and schedule and will be responsible for chemical applications.

Kent Artigues, Maintenance Client Services - will ensure quality control and communicate noticed issues to Drew and Ron.

Keith Joyce, Irrigation Specialist - will spearhead any irrigation projects, repairs or issues.

II. EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. **COMPANY NAME:** Berkeley County School District
 Contract Title Berkeley County School District Landscape Maintenance
 Contract Period: From May 2022 To Current
 Geographic Area Served Berkeley County
 Scope of Work: Ongoing landscape maintenance for 30+ schools
 Contracting Office: _____
 Contact Name: Thomas Browder
 Title: Grounds Supervisor
 Address: 107 East Main Street
 City Moncks Corner State: SC
 Telephone: 843-870-2425
 Email: browdert@bcstdschools.net

II. **EXPERIENCE (Continued):**2. **COMPANY NAME:** Freehold CommunitiesContract Title Multiple ContractsContract Period: From 2022 To CurrentGeographic Area Served Carnes CrossroadsScope of Work: Landscape installation projects and ongoing maintenance

Contracting Office: _____

Contact Name: Larry CaruthersTitle: PresidentAddress: 4400 Leeds Ave, Ste. 175City Charleston State: SCTelephone: 843-312-9811Email: ldc@freeholdcommunities.com3. **COMPANY NAME:** Town of Mt. PleasantContract Title Town of Mt. Pleasant Major Roadways and Town Properties Landscape MaintenanceContract Period: From October 2024 To CurrentGeographic Area Served Mount PleasantScope of Work: Landscape maintenance of Highway 17, Coleman Blvd, other major roads and town buildingsContracting Office: OperationsContact Name: Hillary RepikTitle: Operations OfficerAddress: 100 Ann Edwards LaneCity Mount Pleasant State: SCTelephone: (843) 849 - 2022Email: hrepik@tompsc.com

BUSINESS LICENSE:

The Bidder is not required to have a valid business licenses to submit a Proposal. However, the Bidder must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

Yes No If yes, list the number SBL20-000676

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

The successful Bidder, at his own expense, shall keep in force and at all times and maintain during the term of any contract resulting from this RFP the insurance requirements as outlined below.

GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.

The successful Bidder shall provide an acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful Bidder's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the Bidder hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The Bidder expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Bidder, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to Bidder's employees and any person directly or indirectly employed by the Bidder (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits a notice, the Bidder shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ___Yes No

If so, are you certified? ___Yes ___No

If you are certified, you must furnish a copy of your certificate with your submittal.

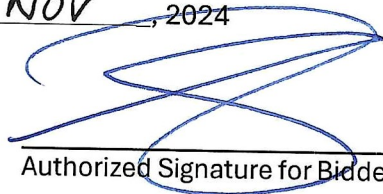
NON-COLLUSION OATH

COUNTY OF: Berkeley

STATE OF: SC

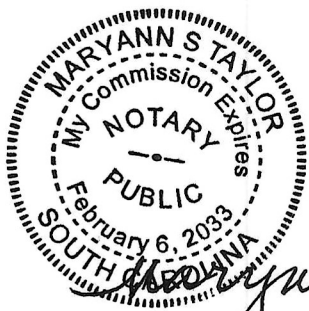
Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared Maurice and made oath that the Bidder herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS 13 DAY OF NOV, 2024


Authorized Signature for Bidder

Please print Bidder's name and address:

Maurice Artignes
PMB 187, 295 Seven Farms Dr. Suite C
Charleston, SC 29492



Maryann Taylor

PRINT NAME: Maryann S Taylor

NOTARY PUBLIC FOR THE STATE OF SC

My Commission Expires: 2.6.2023

Equipment List



Mowers

- 19 - Hustler Turf: Zero-Turn Riding Lawn Mowers 54"-60"
- 1 - Reel Mower

Edgers

- 23 - FC 91

Trimmers

- 35 - FS 91 weed trimmer
- 23 - HL 94/91 hedge trimmers

Blowers

- 3 - BGA 300 Battery Operated Backpack Blowers
 - Will be in use for this contract specifically
- 44 - Stihl BR 600 + 800 Backpack Blowers
- 2 - Billy Goat Push Blowers

Vehicles

- 12 - Ford F150's
- 8 - Ford 250's
- Supervisor trucks

Other Misc. Equipment

- 12 - enclosed trailers
- 1 - open trailer
- 8 - chain saws
- 10 - push mowers

Exhibit D – Price Schedule

Routine Landscape Maintenance (excluding mulch and pine straw)	Annual Cost
Kiawah Island Parkway and Leisure Trail	\$62,008.20
Roundabout (Circle)	\$6,889.80
Municipal Center	\$41,338.80
Beachwalker Drive and Leisure Trail	\$27,559.20
Irrigation Maintenance/Monitoring/Quarterly Inspections for all areas	\$2,800
Annual aeration of all turf areas within the contract	\$1,500
Tree Management	\$2,000
Warranty for all plant material (includes plants and installation)	\$100
Soil testing	\$500
Subtotal	\$144,696

Mulch and Pinestraw	Quantity per application	Annual Cost
Kiawah Island Parkway and Bike Path (double shredded hardwood mulch 1x)	290 Cubic Yards	\$20,300
Roundabout (double shredded hardwood mulch 1x)	10 Cubic Yards	\$700
Municipal Center (Longleaf pine straw 2x per year)	2700 Bales	\$12,150
Beachwalker Drive and Bike Path (Longleaf pine straw 2x per year)	2700 Bales	\$12,150
Subtotal		\$45,300

Total Cost	\$189,996
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Additional Pricing for Reference	Cost
Double-shredded hardwood mulch per cubic yard (installed)	\$65-\$70 per yard <small>price dependent on quantity</small>
Longleaf pine needles per bale (installed)	\$7.25
Laborer hourly rate	\$37.50 <small>same price for storms</small>
Supervisor hourly rate	\$75 <small>same price for storms</small>
Subtotal	

NAME OF COMPANY: Artigues Landscape & Maintenance

By: 
Signature

Maurice J. Artigues, III
Print Name

Title: Owner & President (i.e., Owner, Partner, Corporate Officer, etc.)

Address: PMB 187, 295 Seven Farms Drive, Suite C

City: Charleston State: SC Zip: 29492

Telephone Number: 843-514-8684 Business Fax Number: _____

Is your firm a _____ Corporation, Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

FEIN or SSN: Federal Tax ID: 81-2980978

BUSINESS LICENSE CERTIFICATE

TOWN OF KIAWAH ISLAND

4475 BETSY KERRISON PKWY
KIAWAH ISLAND, SC 29455
Phone: (843) 768-9166 FAX (843) 768-4764

Artigues Landscape and Maintenance
PMB 187, 295 Seven Farms Drive Suite C
Charleston, SC 29492

2024

BUSINESS NAME:

Artigues Landscape and Maintenance

BUSINESS DESCRIPTION:

Landscape Architectural /
Design

BUSINESS OWNER:

Maurice Artigues

Class
5

BUSINESS LOCATION:

PMB 187, 295 Seven Farms Drive Suite C
Charleston, SC 29492

NAICS CODE:
541320

BUSINESS LICENSE NUMBER: SBL20-000676

Account Number: 20-004377

Business License Number: SBL20-000676

Effective Date: 08/01/2024

Expiration Date: 04/30/2025

RESIDENT BUSINESS MUST POST IN A CONSPICUOUS PLACE. NON RESIDENT BUSINESS MUST KEEP IN POSSESSION. NOTIFY THE BUSINESS LICENSE OFFICE OF ANY CHANGES IN LOCATION OR OWNERSHIP.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2024

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

PRODUCER Taylor Agency PO Box 30609 Charleston SC 29417		CONTACT NAME: Summer Griffith PHONE (A/C, No, Ext): (843) 762-1805 E-MAIL ADDRESS: sgriffith@tayloragency.com FAX (A/C, No): (843) 795-3193	
INSURED		INSURER(S) AFFORDING COVERAGE	
ARTIGUES LANDSCAPE & MAINTENANCE LLC 295 SEVEN FARMS DR PMB 187 DANIEL ISLAND SC 29492-8001		INSURER A: Selective of the Southeast	NAIC # 39926
		INSURER B: Builders Mutual Ins. Co.	10844
		INSURER C: Evanston Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2462122831 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	S 2233205	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP0037852 02	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			S 2233205	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
B	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 Y	N/A	WCP1085650 02	06/28/2024	06/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Herbicide/ Pesticide			S 2233205	06/30/2024	06/30/2025	Per Occurrence \$300,000 Aggregate \$300,000	

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

Town of Kiawah Island, the owner, the architect, and the architect's consultants are included as additional insured in regards to General Liability on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

Town of Kiawah Island 4475 Betsy Kerrison Parkway Johns Island SC 29492	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

20000FS 2233205 999

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION

PAGE FOUND

Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"> • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits 	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 1 of 10

INSURED'S COPY

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

- (2) A watercraft you do not own that is:
- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
 - (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

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B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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

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

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

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

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2233205

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

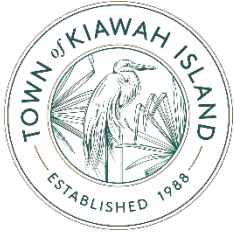
ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.



TOWN OF KIAWAH ISLAND

REQUEST FOR PROPOSAL Comprehensive Landscape Maintenance and Related Services

1. OVERVIEW

The Town of Kiawah Island, South Carolina ("Town"), is requesting sealed Proposals from qualified firms to provide Comprehensive Landscape Maintenance and Related Services (the "Services" or "Project") for all town-owned properties and facilities, emphasizing environmental stewardship and sustainability.

2. SCOPE OF SERVICES. The Scope of Services and required Equipment are outlined in Exhibits A and B, respectively. Services consist of comprehensive and regular landscape maintenance and related tasks including, but not limited to:

- Mowing
- Weeding
- Edging
- Trimming
- Pruning
- Mulching
- Fertilizing
- Pesticide treatment
- Hurricane/storm preparation and recovery services (on-demand)

The Town reserves the right to accept and award any or all of the Services to multiple firms on a nonexclusive basis.

3. ENVIRONMENTAL PRIORITIES. In alignment with the Town's environmental priorities, contractors are expected to:

1. The Town mandates the use of electric leaf blowers. Bidders are encouraged to propose and list any additional electric-powered equipment they plan to use for the Services at the commencement of the contractor phased-in. Proposals demonstrating a broader use of electric-powered equipment will factor in the scoring criteria.
2. Support the Grow Native initiative, which aims to increase the use of native plants in landscaping projects across the island. This includes (a) prioritizing native plants in all new plantings and replacements, (b) using the Grow Native Plant Database for plant selection, (c) proposing native alternatives for replacements and new plantings, and (d) adapting maintenance practices to support native plants.

Bidders should demonstrate their ability to meet these requirements in their proposals.

4. SUBMISSION INSTRUCTIONS

4.1. Proposal Submission

- Submit four (4) printed copies and one electronic version of the completed proposal.
- **Deadline: 2:00 pm on Friday, November 15, 2024**
- Address: Town of Kiawah Island, 4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455
- Mark sealed envelopes: "Town of Kiawah Island Landscape Services"
- Email electronic version to Petra Reynolds, Town Clerk, at preynolds@kiawahisland.org

4.2. Inquiries

Direct all questions to Brian Gottshalk, Public Works Director:

- Email: bgottshalk@kiawahisland.org
- Phone: (843) 768-9166

4.3. Proposal Requirements

- Complete all pages of the 'Submittal Forms' (Exhibit C) and provide all requested information.
- Price schedule (Exhibit D)
- Incomplete proposals may be declared non-responsive and rejected.
- The Town reserves the right to reject any or all proposals, waive irregularities, and accept the proposal deemed in the best interest of the Town.
- The Town is not obligated to select the lowest bid.

4.4. Pre-Proposal Conference and Site Visit

- **Date: Friday, November 1, 2024**
- Time: 11:00 a.m.
- Attendance is encouraged but not mandatory.
- All attendees will receive answers to questions asked or submitted.
- Proposers must visit all service areas before submission to familiarize themselves with the landscapes and conditions that may affect the required services.

5. GENERAL TERMS AND CONDITIONS. The successful Bidder(s) will be required to enter into the Town's standard form of contract reflecting the Scope of Services herein and other relevant terms and conditions.

5.1. Contract Duration

The successful bidder contract will run for three (3) years (January 1, 2025 - December 31, 2027), with an option to extend for two (2) additional one-year periods if both parties mutually agree.

5.2. General Information

- (a) During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers or to allow correction of errors or omissions.
- (b) The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions in the Request for Proposals unless clearly and expressly noted in the proposal submitted and confirmed in any resulting contract between the Town of Kiawah Island and the firm selected.
- (c) There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

5.3. Submission and Withdrawal of Proposals

- (a) Proposals are to be submitted in sealed envelopes, marked, and addressed as directed in this RFP. Failure to do so may result in premature or failure to open such proposals.
- (b) Sealed proposals shall be submitted by mail or in-person to Petra Reynolds, Town Clerk for the Town of Kiawah Island, at 4475 Betsy Kerrison Parkway, Kiawah Island, SC, 29455.
- (c) Bidders mailing proposals should allow sufficient mail delivery time to ensure the Town receives them in a timely manner. Any proposals received after the scheduled deadline on the closing date will be immediately disqualified.
- (d) If erasures or other changes appear on the document, the person signing the proposal must initial each erasure or change.
- (e) Proposals may be withdrawn by written request received from the Bidder prior to the submittal deadline. If not withdrawn by the Bidder, all bids and content therein will be valid for 30 days from the submittal deadline.

5.4. Preparation of Proposal

- (a) All proposals should be complete and carefully worded and must convey all the information requested by the Town. If errors or exceptions are found in the Bidder's proposal, or if the proposal fails to conform to the requirements of the RFP, the Town will be the sole judge as to whether that variance is significant enough to reject the proposal.
- (b) The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and any supplementary presentation (including any oral presentation) requested by the Town.
- (c) Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to bind the business entity submitting the proposal legally.
- (d) The Town prefers a single, qualified company or entity to be responsible for providing the services described herein.

5.5 Non-Collusion Oath

Every Proposal must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or, in the case of a corporation, by a duly authorized representative of the said corporation. The Non-Collusion Oath is provided herein. (See Submittal Forms).

5.6 Addendums and Changes

No oral interpretation will be made to any Respondent regarding the meaning of the Documents or any part thereof. All requests for interpretation must be submitted in writing to the Town of Kiawah Island, ATTN: Brian Gottshalk, 4475 Betsy Kerrison Parkway, Kiawah Island, South Carolina, 29455. Questions may be emailed to bgottshalk@kiawahisland.org, but it is the sender's responsibility to confirm receipt by the Town. Only written inquiries received ten (10) or more working days prior to the RFP opening date will receive a response.

5.7 Ownership of Documents

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the Town pursuant to this RFP including correspondence relating to this RFP) shall, upon delivery to the Town, become the property of the Town.

5.8 Selection Process

- (a) All proposals received shall be subject to an evaluation by a review committee of the Town, which will review and analyze all submittals to rate the firms and make a recommendation to the Ways and Means Committee, the Mayor, and the Town Council. The selection shall be made in order of preference based on the criteria included in this RFP.
- (b) Each submittal will be evaluated based on the following factors:

Category	Maximum Points
Price	50
Electric Equipment	20
References & Professional Experiences	30
Total	100

- (c) The Town may request oral presentations or discussions with any or all Bidders to clarify or amplify the material presented in any part of the proposal. However, Bidders are cautioned that this provision is not mandatory; therefore, all cost and technical proposal sections should be complete, concise, and reflect the most favorable terms available from the Bidder.
- (d) Any or all submittals may be rejected in whole or in part as may be specified in this RFP when it is in the best interest of the Town.
- (e) During the review process, the Town may request additional financial information from all Bidders.

5.9 Award

The award shall be made to the responsible Bidder whose proposal is the most advantageous to the Town of Kiawah Island, considering the evaluation factors outlined in this RFP.

5.10 Notice of Award of Contract

- (a) A written Notice of Award of Contract will notify the successful Bidder of acceptance of its proposal. The successful Bidder shall not undertake any work, and the Town will not be responsible for payment of any work whatsoever undertaken by the successful Bidder prior to issuance of the Notice to Proceed.
- (b) The successful Bidder shall be required to execute the Town's standard form of contract before work can proceed.

5.11 Notice to Proceed

A "Notice to Proceed" will be issued only after the mayor and the successful Bidder have executed the contract and have submitted acceptable Insurance Certificate(s) and Endorsement(s), as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

5.12 Bidder Representations

By submitting a proposal, each Bidder represents that:

- (a) The Bidder has read and understood this RFP (including all specifications and attachments) and that his proposal is made in accordance therewith.
- (b) The Bidder has reviewed the RFP, become familiar with the local conditions under which the work is to be performed, and correlated personal observations with the proposal's requirements.
- (c) The proposal is based on the terms, materials, systems, and equipment this RFP requires, without variance.
- (d) The Bidder is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so professionally and timely using the successful Bidder's best skill and attention.

5.13 Equipment and Staffing

- (a) Equipment, materials, and supplies are to be a part of the service provided (Exhibit B); all equipment, materials, and supplies incorporated in work covered by the RFP and provided by the successful Bidder are to be the most suitable grade for the purpose intended. When requested, the successful Bidder shall furnish the Town with the name of the manufacturer, the model number, and other identifying data and information respecting the equipment's performance, capacity, nature, and rating for approval.

- (b) By signing its proposal, the successful Bidder will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this RFP and warrants that it will use its best skill and attention to provide the above-described work in a professional, timely manner.

5.14 Insurance Requirements

At its own expense, the successful bidder shall keep in force and always maintain the insurance requirements outlined in this RFP during the term of any contract resulting from this RFP. (See Submittal Forms)

The successful bidder shall provide an acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful Bidder's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town must be advised immediately of any changes in required coverage(s).

5.15 Rejection of Proposals

The Town reserves the right, without prejudice, to reject, in whole or in part, any proposals received, waive all technicalities, or negotiate any term(s) or provision(s) of such proposals. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the Town. It also reserves the right to be the sole judge of the suitability of any and all proposals for use by the Town.

The Town reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications.

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Exhibit A – Scope of Services

SCOPE OF SERVICES

Covered Areas

1. Municipal Center grounds at 4475 Betsy Kerrison Pkwy
2. Kiawah Island Parkway and leisure trail
3. Beachwalker Drive and leisure trail ending at Beachwalker County Park
4. The Flagpole area and Roundabout at Freshfields Village
5. The Flagpole area and surrounding median located before the intersection of Kiawah Island Parkway and Beachwalker Drive
6. The landscape ‘triangle’ area within the intersection of Kiawah Island Park and Beachwalker Drive
7. Town’s rights of way area along on Beachwalker Drive and Kiawah Island Parkway
8. Sora Rail (Solid Waste and Recycling Center)

MAINTENANCE REQUIREMENTS

The routine landscape maintenance required varies by season and must include the following for all Covered Areas:

Year-round – January through December

1. **Edging** (Weekly)
 - Maintain clean and smooth edges for all roadways and path edges
2. **Mowing** (Weekly)
 - Mow lawn areas
3. **Weed and Invasive Vines Control** (Weekly as needed)
 - Submit product information for all herbicides used in plant beds
 - Organic weed products preferred
 - Hand-pull weeds in flowering perennial beds to protect pollinators
4. **Trash and Debris Removal** (3 times per week) – Preferred schedule: Monday, Thursday, and Saturday
 - Empty trash cans and pick up litter/debris in all areas. Remove all debris, disposing of it offsite (not in marsh or woods)
 - Blow roadways, parking lots, and leisure trails
 - Keep roadways and leisure trails free from dirt, mulch, pine straw, and other debris. Remove all debris, disposing of it offsite (not in marsh or woods)
 - Check catch basins as requested and after storms
5. **Pruning** (As needed)
 - Prune for plant health and vehicular and pedestrian safety
 - Maintain the natural shape of existing trees, shrubs, and grasses

Growing Season – April through October

6. Fertilization (As needed)

- Submit recommended fertilization schedule for all beds and lawn areas
- Provide product information for pollinator-friendly fertilizers
- Organic fertilizers preferred

7. Chemical Applications to Turf (As needed)

- Submit lawn care schedule and product information
- Ensure treatments are not detrimental to pollinators or surrounding landscapes
- Organic lawn care products preferred

Dormant Season – November-March

8. Chemical Applications to Turf (As needed)

- Submit lawn care schedule and product information
- Ensure treatments are not detrimental to pollinators or surrounding landscapes
- Organic lawn care products preferred

Additional maintenance requirements

9. Irrigation System Management

- a. Contractor is responsible for maintenance, repairs, and timing of irrigation systems
- b. Monthly inspections for broken heads, lines, valves, timers, and water coverage patterns
- c. Make repairs and adjustments with Town approval
- d. Promptly report malfunctioning valves, pumps, drip lines, spray heads, or timers to the Town
- e. Provide material pricing for approval before repairs
- f. Conduct initial system inspection within 45 days of contract start, reporting any existing damage or incorrect operation
- g. Keep records of routine inspections as well as issues and repairs that can be sent to an authorized representative of the Town

10. Plant Warranty

- a. Warranty of all plant material within landscape beds and sod for the contract duration
- b. Include both plant cost and labor for replacements
- c. Excludes damage from "Acts of God"

11. Turf Aeration

- a. Perform annually for all turf areas

12. Tree Management

- a. Remove accessible palm fronds, dead, broken, or unsightly tree limbs
- b. Remove invasive vines

- c. Conduct semi-annual inspections (Spring & Fall) of all trees in Covered Areas
- d. Present maintenance recommendations to the Town

13. Soil Testing

- a. Provide annual soil testing for each area (max 50 locations)
- b. Test locations must be representative, field-identified, and Town-approved
- c. Use results to guide fertilizer and chemical applications
- d. Provide certified horticulturalists recommendations for chemical applications

14. Post-Storm Clean Up

a. Major Events:

- Definition: Events that cause widespread damage, requiring a coordinated, large-scale response
- Examples: Hurricanes, tropical storms, severe flooding, or other disasters that affect a significant portion of the Town
- Response: The town will activate FEMA emergency response contracts

b. Minor Events:

- Definition: Localized or less severe weather events that cause limited damage
- Examples: Thunderstorms, minor flooding, high wind events, or small-scale incidents affecting Town property
- Response: Contractor to respond within 24 hours (or when safe)
 - Clear roadways and leisure trails of debris
 - Remove fallen trees, branches, palm fronds, and other debris from Town property to the Contractor's debris reduction or disposal site
 - Restore all affected areas to pre-existing conditions
 - Conduct irrigation inspection on all Town property

c. Determination of Event Scale:

- The Town's Public Works Director or designated official will make the final determination on whether an event is classified as "major" or "minor"
- This determination will be communicated to the contractor as soon as possible following the event

d. Contractor's Responsibilities:

- Be prepared to respond to both types of events
- Maintain open communication with Town officials before, during and after any weather event
- For major and minor events, document all work performed and additional costs incurred for potential reimbursement

Property Specific Requirements

1. Municipal Center

- 21-acre site, Town's main office

- Landscape: Grasses, roses, perennials, lawn areas, and trees surrounding the center and parking area
 - Maintenance: Follow the above maintenance requirement schedule
 - Additional:
 - Apply pine straw to all bed areas twice per year
 - Empty 3 trash cans according to the trash removal schedule. The 45-gallon trash receptacles are located at the main entrance, the egress to council chambers on the Southeast portion of the building, and by the contractor lobby on the North side of the building
2. **Flagpole and Roundabout (Circle)**
- Features: Native perennial/grass bed in center island, turf, trees, and four island beds along road accesses
 - Maintenance: Follow the above maintenance requirement schedule
 - Additional:
 - Annual application of 2" double-shredded hardwood mulch to all bed areas
 - Quarterly mulch applications in washout areas (upon Town authorization)
3. **Kiawah Island Parkway**
- Approximately 2.4-mile island causeway with leisure trail
 - Extends from Roundabout to Beachwalker Drive intersection, including raised landscaped medians
 - Features: Planting beds, trees and turf areas on both sides
 - Special areas:
 - Two annual planting beds requiring biannual change-out:
 1. In front of the Town sign near the roundabout
 2. In front of the Kiawah Island sign in the median before the intersection of Kiawah Island Parkway and Beachwalker Drive
 - Maintenance: Follow the above maintenance requirement schedule
 - Additional:
 - Annual application of 2" double-shredded hardwood mulch to all bed areas
 - Empty 3 trash cans according to the trash removal schedule located at the marsh access by the Kiawah River Bridge and two others on the leisure trail along the Kiawah Island Parkway
4. **Beachwalker Drive**
- Approximately one (1) mile long
 - Features: Several landscape beds on both sides of the roadway, trees, and shrubs
 - Maintenance: Follow the above maintenance requirement schedule
 - Additional:
 - Apply pine straw to all bed areas twice per year
 - Empty 1 trash can according to the trash removal schedule

5. **Sora Rail (trash and recycling center)**

- Clean-up Schedule:
 - Twice Weekly
 - Pick up litter and debris from the entire site
 - Sweep or blow clean concrete dumpster pad and recycled asphalt apron
 - Trim and maintain vegetation around the perimeter of the site

Exhibit B – Equipment Requirements

Equipment Requirements

Proposers should outline their plan for using electric-powered equipment to perform the required services. This should include:

- Electric-leaf blowers are mandatory
- A list of electric equipment to be used
- A timeline for transitioning to electric equipment, if not already implemented
- Any anticipated challenges and proposed solutions for using electric equipment



Exhibit C – RFP Checklist and Submittal Forms

NOTE: These items are the criteria for evaluating your proposal. Please make sure that the following items are included with your submittal:

- Submittal Form (Required)
- Non-Collusion Oath (Required)
- Documentation of Insurance Coverage (Required)
- Copy of Business License (If applicable)
- Minority/Women-Owned Business Certification (Preferred but not required)
- Organization Information – (Required)
- Personnel List (i.e., names of persons to be used in this engagement) (Required)
- Equipment List - List equipment to perform the scope of work.
- References (Required)

You do not have to submit the Bidder's Checklist, which is included for your convenience. However, you must provide all required information.

Failure to submit the required items may deem your submittal to be non-responsive.

DATE: _____, 2024

ORGANIZATIONAL INFORMATION

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

BY SUBMITTING THIS PROPOSAL, THE UNDERSIGNED BIDDER REPRESENTS:

1. The Bidder has carefully examined specifications for the Services;
2. The Bidder is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the Bidder will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. The Bidder understands the Town reserves the right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event the Project is canceled, postponed, or if it is in the best interest of Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as specified in the Request for Proposal;
6. The Bidder is legally able to enter into and perform a contract, if awarded;
7. The Bidder is current on all taxes and fees owed to the Town, as applicable;
8. The Bidder has provided proof of insurance as required by the Town.

II. **EXPERIENCE (Continued):**

2. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

3. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

4. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

5. **COMPANY NAME:** _____
Contract Title _____
Contract Period: From _____ To _____
Geographic Area Served _____
Scope of Work: _____
Contracting Office: _____
Contact Name: _____
Title: _____
Address: _____
City _____ State: _____
Telephone: _____
Email: _____

BUSINESS LICENSE:

The Bidder is not required to have a valid business licenses to submit a Proposal. However, the Bidder must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

___ Yes ___ No If yes, list the number _____

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

The successful Bidder, at his own expense, shall keep in force and at all times and maintain during the term of any contract resulting from this RFP the insurance requirements as outlined below.

GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.

AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.

WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law and employer's liability limits of \$100,000 per accident.

The successful Bidder shall provide an acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful Bidder's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the Bidder hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The Bidder expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Bidder, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to Bidder's employees and any person directly or indirectly employed by the Bidder (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits a notice, the Bidder shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ___ Yes ___ No

If so, are you certified? ___ Yes ___ No

If you are certified, you must furnish a copy of your certificate with your submittal.

NON-COLLUSION OATH

COUNTY OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Bidder herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2024

Authorized Signature for Bidder

Please print Bidder's name and address:

PRINT NAME: _____

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

Exhibit D – Price Schedule

Routine Landscape Maintenance (excluding mulch and pine straw)	Annual Cost
Kiawah Island Parkway and Leisure Trail	
Roundabout (Circle)	
Municipal Center	
Beachwalker Drive and Leisure Trail	
Irrigation Maintenance/Monitoring/Quarterly Inspections for all areas	
Annual aeration of all turf areas within the contract	
Tree Management	
Warranty for all plant material (includes plants and installation)	
Soil testing	
Subtotal	

Mulch and Pinestraw	Quantity per application	Annual Cost
Kiawah Island Parkway and Bike Path (double shredded hardwood mulch 1x)	Cubic Yards	
Roundabout (double shredded hardwood mulch 1x)	Cubic Yards	
Municipal Center (Longleaf pine straw 2x per year)	Bales	
Beachwalker Drive and Bike Path (Longleaf pine straw 2x per year)	Bales	
Subtotal		

Total Cost	
-------------------	--

Additional Pricing for Reference	Cost
Double-shredded hardwood mulch per cubic yard (installed)	
Longleaf pine needles per bale (installed)	
Laborer hourly rate	
Supervisor hourly rate	
Subtotal	

NAME OF COMPANY: _____

By: _____
Signature Print Name

Title: _____ (i.e., Owner, Partner, Corporate Officer, etc.)

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Business Fax Number: _____

Is your firm a _____ Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

FEIN or SSN: _____