City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **October 14, 2014**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**

SUBJECT: **Lawn Care Maintenance Contract – Two Year Extension**

The existing Agreement for lawn care maintenance services expires November 15, 2014. This concludes a four year contract with Birmingham Lawn. The Agreement between the City and the Contractor was entered in 2011, and provided for an optional two (2) year extension upon agreement of the parties. The City and Contractor are desirous of extending the Agreement for the optional two (2) year period. The scope of services covered under the bid includes the following items.

This service agreement includes mowing approximately 200 acres of City owned property. It includes the lawn maintenance of parks, City facilities, street right-of-ways and well sites. Section 2 of the bid includes the landscape maintenance, mowing, fertilizing and weed control for the enhanced area along Woodward Median. Section 3 is the mowing of grass and noxious weeds for small and large residential lots in violation of City ordinance. Section 4 is for Fertilizing and Weed Control to be initiated by the City only on an as needed basis. The services provided for Section 3 and 4 are on a per diem basis, at the City's request. These services generally cost annually about $2,000 and $13,000; respectively.

Attached is the letter from the Contractor requesting a contract extension, the reference to pricing for the gardening portion refers to the enhanced areas of Woodward Avenue. After my discussion with Birmingham Lawn, the price for this work will remain the same. Also, attached you will find copies of the bid sheets listing the pricing of contract year 4 for the services provided by Birmingham Lawn. The City of Birmingham has been very satisfied with the services and performance of the contractor. Funds are available from a variety of accounts for the performance of these services.

SUGGESTED RESOLUTION:
To approve the Amendment to the Lawn Care Maintenance Agreement Extension with Birmingham Lawn, for two years commencing on April 15, 2015 and ending on November 15, 2016, in the amount set forth in the bid form for the total contract amount of $291,380 plus Sections 3 and 4. Funds are available in the following accounts for these services: Local Streets Maintenance 203-2557-777.31-25; Major Streets Maintenance 202-2557-777.31-25; General Fund Recreation and Parks 101-2556-776.30-22; General Fund City Owned Property Maintenance 101-2551-771.30-22; Wells and Controls 591-2511-761.30-22. Further, to authorize the Mayor and City Clerk to sign the Lawn Care Maintenance Agreement Extension upon receipt of the required insurances.

BIRMINGHAM LAWN

2934 Frembes • Waterford, MI 48329
248-673-1740

October 6, 2014

City of Birmingham
Attn: Lauren Wood
851 South Eaton
Birmingham, MI 48021

Re: Current Lawn Mowing Contract Extension

Dear Ms. Wood,

Birmingham Lawn has provided lawn mowing services for the city for the past four seasons. We have enjoyed an excellent working relationship with the DPW staff.

At this time, we would like to inquire about extending our current contract. The pricing for the mowing would remain the same. We would like to discuss an increase in price for the gardening portion of the contract. Please feel free to contact me at 586-531-1927.
Your consideration would be greatly appreciated!

Sincerely,

Adam Janusch

Adam Janusch
Owner

BID SHEET ATTACHMENTS

BID SHEET - CONTRACT YEAR 4

	PER CUT $	X 30 cuts
ALLEN AND HUNTER HOUSE PROPERTY	$99.00	$2970.00
ICE ARENA	$179.00	$5370.00
PENISTONE ALLEY	$16.00	$480.00
BLACKBURN PROPERTY	$41.00	$1230.00
WILLITS LOT	$35.00	$1050.00
LAWNDALE PROPERTY	$8.00	$240.00
BUCKINGHNAM LOT	$19.00	$570.00
LINDEN-HAWTHORNE ISLAND	$13.00	$390.00
ATEN COURT ISLAND	$7.00	$210.00
GLENHURST & ARGYLE ISLAND	$14.00	$420.00
AVON & RADNOR ISLAND	$14.00	$420.00
WOODLEA DEAD END	$16.00	$480.00
LATHAM-NORTHLAWN ISLAND	$16.00	$480.00
NORFOLK ISLAND	$11.00	$330.00
KENWOOD COURT	$12.00	$360.00
STANLEY ISLANDS	$116.00	$3480.00
NORTH OLD WOODWARD ISLANDS	$10.00	$300.00
WOODWARD & WORTH ISLAND	$10.00	$300.00
MAPLE & LARCHLEA ISLAND	$10.00	$300.00
MAPLE & RADNOR ISLAND	$10.00	$300.00
MAPLE PARKWAYS	$71.00	$2130.00
LINCOLN ISLANDS SOUTHFIELD TO CRANBROOK	$116.00	$3480.00
GLENHURST & MIDVALE ISLAND	$15.00	$450.00
WOODWARD PARKWAY	$10.00	$300.00
ADAMS PARKWAYS	$24.00	$720.00
SOUTHFIELD PARKWAYS	$119.00	$3570.00
SOUTHFIELD LOT	$31.00	$930.00
MAPLE LOT	$47.00	$1410.00
OAKLAND-WOODWARD ISLAND (WEST OF WOODWARD)	$12.00	$360.00
555 ISLANDS	$31.00	$930.00
REDDING ISLAND	$16.00	$480.00
SHEPARDBUSH LOT	$27.00	$810.00
TOTTENHAM LOT	$11.00	$330.00

ADD PEMBROKE CT $15.00

ADD BUSINESS DISTRICT (Gallery)

BID SHEET ATTACHMENTS

BID SHEET - CONTRACT YEAR 4

	PER CUT $	X 30 cuts
CRESTVIEW PARK	$89.00	$2670.00
HOWARTH PARK	$58.00	$1740.00
KENNING PARK	$26.00	$780.00
LINDEN PARK	$160.00	$4800.00
PEMBROKE PARK	$129.00	$3870.00
POPPLETON PARK	$379.00	$11,370.00
QUARTON LAKE	$247.00	$7410.00
WATERFALL PARK	$39.00	$1170.00
ST. JAMES	$173.00	$5190.00
LINN SMITH PARK	$35.00	$1050.00
ADAMS SCHOOL PARK	$39.00	$1170.00
MANOR PARK	$143.00	$4290.00
QUARTON TENNIS COURTS	$32.00	$960.00
BARNUM PARK	$263.00	$7890.00
MARTHA BALDWIN PARK	$84.00	$2520.00
LOWER BALDWIN	$150.00	$4500.00
WAKEFIELD WELL	$21.00	$630.00
REDDING WELL	$16.00	$480.00
DERBY TANK SITE	$109.00	$3270.00
SOUTH WELL SITE	$29.00	$870.00
LINCOLN WELL TENNIS COURTS	$71.00	$2130.00
BALDWIN WELL	$16.00	$480.00
Fairway Park	$49.00	$1470.00
WOODWARD MEDAIN 14-16 MILE	**SEE NEXT SECTION ATTACHED pg 19**	
WOODWARD MEDIAN "ENHANCED" AREA	**SEE NEXT SECTION ATTACHED pg 20-27**	

ADD FAIRWAY

TOTAL ANNUAL PRICE BASED ON 30 CUTS $107,070.00

BID SHEET ATTACHMENTS

WOODWARD MEDIAN 14-16 MILE (**EXCLUDING ENHANCED AREA**)

	Per Cut	X 30 Cuts
YEAR 1	$ 217.00	$ 6510.00
YEAR 2	$ 217.00	$ 6510.00
YEAR 3	$ 217.00	$ 6510.00
YEAR 4	$ 217.00	$ 6510.00

Woodward Median ENHANCED AREA Maintenance Year 4				
Quantity	Item/Description	Frequency	Total $	Notes
4 c.y.	Tree Mulch Rings Mulch ring Supplement	Annual	$180.00	
240 flats	Annual Plantings To be determined	Annual	$5800.00	
20 c.y.	Annual Maintenance Compost Supplement	Annual	$420.00	
LS	Pre-emergent Weed Control (annuals)	Annual	$175.00	
LS	Fertilizing (annuals)	Monthly	$400.00	
LS	Fall removal of annuals	Annual	$600.00	
LS	Weeding	Bi-Weekly	$3600.00	For season
	Perennial Mulch Area			
12 c.y.	Mulch Beds	Annual	$540.00	
LS	Weed Control- Post Emergent Spot Spray	Bi-Weekly	Included	
LS	Daylily dead heading Stella D'Oro Daylilies	As Needed	$600.00	
LS	Daylily fall leaf removal Stella D'Oro Daylilies	Annual	$600.00	

BID SHEET ATTACHMENTS

Woodward Median ENHANCED AREA Maintenance Year 4				
LS	Fountain Grass Cutback	Annual	$255.00	
Quantity	Item/Description	Frequency	Total $	Notes
	Lawn Area			
2940 s.y. per cut	Mowing	Weekly	$48.00	
Per applicat.	Fertilizer/Weed Control Weed and Feed	2 applc. fertilizer 2 applic weed control	$325.00	
	General			
LS	Spring Cleanup	Annual	$75.00	
LS	Trash and Debris Pickup	Weekly	$5.00	
NOTES				

LAWN CARE MAINTENANCE BID FORM TOTALS
March 8, 2011

Company: Birmingham Lawn Maintenance

Did a representative from your Company attend the Pre-Bid Meeting?
Circle: YES NO

Did a representative from your Company visit all sites?
Circle: YES NO

Please total all columns from the bid sheets (attached) and fill in below:

(Section 1) Lawn Maintenance Total:
4 YEAR TOTAL Based on 30 Cuts per Year: $428,280.00
FOR ALL PROPERTIES OTHER THAN WOODWARD

Woodward Median (14 mile to 16 mile) EXCLUDING Enhanced area:

4 YEAR TOTAL Based on 30 Cuts per Year: $26,040.00

(Section 2) Woodward Median (ENHANCED AREA ONLY) Maintenance Totals:

4YEAR TOTAL: $13,780.00
(Include Mowing, Fertilization, Weed Control and All Other Maintenance)

4 YEAR TOTAL FOR ALL PROPERTIES, INCLUDING WOODWARD MEDIAN "ENHANCED AREA" AND WOODWARD MEDIAN:
$468,100.00

(Section 3) Grass and Noxious Weeds

	Year 1	Year 2	Year 3	Year 4
Small lot **per cut**: (< = 50 linear ft)	$27.00	$27.00	$27.00	$27.00
Large lot **per cut**: (> than 50 linear ft)	$39.00	$39.00	$39.00	$39.00

seperate

(Section 4) Fertilizing and Weed Control:
Price **per acre** for
Fertilizer application ONLY: $71.00 Weed control ONLY: $51.00

Both Fertilizer and Weed Control: $122.00

ot by
ass
ust
'perate
nvoice

LAWN CARE MAINTENANCE AGREEMENT EXTENSION

This **AGREEMENT EXTENSION (AGREEMENT)**, made this _____ day of _____, 2014, by and between the **CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI 48012 (hereinafter "CITY"), and Birmingham Lawn, (hereinafter "CONTRACTOR ") having its principal office at 2934 Frembes Waterford, MI 48329, provides as follows:

WITNESSETH:

WHEREAS, the CITY and Contractor entered a Lawn Care Maintenance Agreement in 2011, and the parties wish to extend that Agreement for two years, and,

WHEREAS, the CITY, through its Department of Public Service, desires to have the grass mowed and trimmed along the CITY's right-of-ways, parks and other public properties, as well as having the grass mowed and trimmed for certain private lots that are determined by the Department of Public Services to be in violation of the CITY's Grass and Noxious Weeds ordinance, performed on its behalf and in connection therewith, had prepared a request for sealed proposals (RFP) endorsed "Lawn Care Maintenance" in 2011, which included certain instructions to bidders and specifications, and, in connection therewith, had advertised for and sought sealed proposals endorsed "Lawn Care Maintenance" in 2011 which included certain qualifications, instructions to bidders, specifications, and General Contract Conditions (collectively the "RFP"), and,

WHEREAS, the CONTRACTOR had made a bid ("Bid") to provide lawn care maintenance services in accordance with the RFP, in the amount set forth in its bid form, and which bid has been accepted by the CITY, and,

WHEREAS, the Agreement between City and Contractor was entered in 2011, and provided for an optional two (2) year extension upon agreement of the parties, and,

WHEREAS, the City and Contractor are desirous of extending the Agreement for the optional two (2) year period.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. It is mutually agreed by and between the parties that the documents submitted in 2011 consisting of the RFP documents, Bid, and all bid bonds required for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP documents, then the Bid.

2. The CONTRACTOR agrees to provide the labor, material supplies and equipment necessary to perform the grass mowing and trimming services in accordance with the specifications and conditions contained in the RFP documents for an extended period of two (2) years/mowing seasons, commencing on April 15, 2015 and ending November 15, 2016.

3. The City shall have the right to terminate this Agreement prior to the end of the extended term without cause. If the City terminates this Agreement prior to the end of the extended term, the City shall provide Contractor with 10 days written notice of the early termination. Any claims or fees that Contractor is working on collecting on behalf of the City after receiving notice of early termination of this Agreement remain the property of the City, and Contractor shall continue to collect such fees and process same pursuant to the terms and conditions of this Agreement through the date of notice of early termination.

4. The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amounts set forth in the CONTRACTOR's bid for the total contract amount of $291,380.00 plus Sections 3 and 4.

5. The CONTRACTOR agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

6. The CONTRACTOR shall employ personnel of good moral character and fitness in performing all services under this Agreement.

7. The CONTRACTOR and the CITY agree that the CONTRACTOR is acting as an independent contractor with respect to the CONTRACTOR's role in providing services to the CITY pursuant to this Agreement, and as such, shall be liable for its own actions and neither the CONTRACTOR nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the CITY nor the CONTRACTOR shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The CONTRACTOR shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

8. The CONTRACTOR acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The CONTRACTOR recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONTRACTOR agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONTRACTOR shall inform its

employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONTRACTOR further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

9. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONTRACTOR agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

10. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

11. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the CONTRACTOR without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

12. The CONTRACTOR agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The CONTRACTOR shall inform the CITY of all claims or suits asserted against it by the CONTRACTOR's employees who work pursuant to this Agreement. The CONTRACTOR shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

13. The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. The CONTRACTOR shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

14. To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

15. If, after the effective date of this Agreement, any official of the CITY, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the CONTRACTOR, the CITY shall

have the right to terminate this Agreement without further liability to the CONTRACTOR if the disqualification has not been removed within thirty (30) days after the CITY has given the CONTRACTOR notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

16. If CONTRACTOR fails to perform its obligations hereunder, the CITY may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Lauren A. Wood
Director of Public Services
151 Martin Street
Birmingham, MI 48012-3001
248.530.1702

CONTRACTOR
Attn:

19. Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all applicants. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

20. CONFORMANCE TO IRAN ECONOMIC SANCTIONS ACT

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

B. Each Contractor submitting a bid on this project shall include a letter with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the CONTRACTOR is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that CONTRACTOR is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

CITY OF BIRMINGHAM

Scott D. Moore, Mayor

Laura M. Pierce, City Clerk

Joseph A. Valentine
City Manager
as to Substance

B. Sharon Ostin
Director of Finance
as to Financial Obligation

CONTRACTOR

By:
Its:

Lauren A. Wood
Director of Public Services
as to Substance

Timothy J. Currier
City Attorney
as to Form

ACORD

BIRMI-1 OP ID: SS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2014

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
Dudek Insurance Agency Group
38120 Green Street
New Baltimore, MI 48047
Dave Dudek

CONTACT NAME: Dave Dudek
PHONE (A/C, No, Ext): 586-725-0030 FAX (A/C, No): 586-725-4676
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Insurance Company	18988
INSURER B: Home Owners Insurance Company	26638
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Birmingham Lawn Maintenance
& Snow Removal Inc
9926 Marine City Hwy
Casco, MI 48064

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		04016892	02/12/2014	02/12/2015	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4854700601	02/12/2014	02/12/2015	COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	1,000,000
							BODILY INJURY (Per accident)	$	1,000,000
							PROPERTY DAMAGE (PER ACCIDENT)	$	1,000,000
								$	
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			4804244801	02/12/2014	02/12/2015	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04006489	04/03/2014	04/03/2015	WC STATU-TORY LIMITS X OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

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

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers are included as additional insureds under the commercial general liability portion of the excess liability policy and automobile liability policy for services performed by

CERTIFICATE HOLDER

CITYBIR

CITY OF BIRMINGHAM
ATTN: FINANCE DIRECTOR
151 MARTIN STREET, PO BOX 3001
BIRMINGHAM, MI 48012

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NOTEPAD:

HOLDER CODE CITYBIR BIRMI-1 PAGE 2
INSURED'S NAME Birmingham Lawn Maintenance OP ID: SS Date 10/14/2014

Birmingham Lawn Maintenance & Snow Removal Inc., as their interests may appear, if required by written contract with the named insured, subject to the terms and conditions of the policies. 30 day notice of cancellation.