City of Birmingham
A Walkable Community

MEMORANDUM

Fire Department

DATE: **March 9, 2015**

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

FROM: **Michael P. Metz, Fire Chief**
John Connaughton, Assistant Fire Chief

SUBJECT: **2015 Fireworks Display**

The 2014 annual Fireworks Display at Lincoln Hills was very successful. There was a large, enthusiastic crowd that enjoyed the show. If the City wants to continue the annual show, we should start planning the event now. I would like to present suggestions for a successful show in the year 2015.

1. Begin the fireworks display at dusk (approximately 10:00 P.M.) on Friday July 3, 2015 at the Lincoln Hills Golf Course. In the event of undesirable weather conditions a rain date for the event would be scheduled on Sunday July 5, 2015. The gates will open at approximately 7:30 P.M.

2. Due to the inherent dangers of fireworks displays, I would suggest that we use Colonial Fireworks Company. Birmingham has worked with Colonial since 1990 and have found them to be very safety conscious and willing to work with the various city departments to insure the safety of the viewing public. It is important to secure the shooter for our date as soon as possible. Colonial has many years of experience in Birmingham and has complied with all of the restrictions and insurance requirements.

3. In 2014 we again adjusted the safety zone to adapt to the current weather conditions and make sure we did not endanger the public attending the show. We will continue to review this on a yearly basis and will alter it as needed. Even with a large safety zone, we still had plenty of room on the course for safe viewing.

4. The cost of the show in 2014 was $15,000 for the fireworks and $5,055.00 for the insurance fee. We raised $10,600 in donations creating a difference of $8,812. The cost of the same show for 2015 will remain at $15,000 with the insurance estimated at $5,500.

5. Beier Howlett has reviewed and approved of the proposed contract language.

SUGGESTED RESOLUTION:

To authorize the City to enter into a contract with Colonial Fireworks for providing a fireworks display on July 3, 2015 (July 5 rain date) at Lincoln Hills for the sum of $15,000, and further authorizing the administration to secure the necessary insurance. This would be contingent upon the vendor meeting all state and local laws, City requirements, and insurance requirements.

MPM JAV 2015 FIREWORKS DISPLAY

CONTRACT WITH COLONIAL FIREWORKS COMPANY, INC.
FOR 2015 FIREWORKS DISPLAY

This Contract is entered into this _____ day of _____, 2015, by and between Colonial Fireworks Co. of Clayton, Michigan (hereinafter called the "Contractor") and the **CITY OF BIRMINGHAM,** a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

RECITALS:

WHEREAS, the City wishes to provide a fireworks display at Lincoln Hills Golf Course; and,

WHEREAS, Contractor is a fireworks company willing and able to provide the materials, labor and experience for such a fireworks display;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR agrees to sell, furnish and deliver to the City, products and services as mutually agreed to via written instruments such as program outlines or display synopsis which is incorporated herein and attached hereto as "Exhibit A" on the date of:

Display date:	**July 3, 2015.**
Postponement date:	**July 5, 2015.**

2. CONTRACTOR further agrees to provide the required equipment, trained personnel, product and insurance to properly present the program as defined.

3. ***Indemnification.*** 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 OF BIRMINGHAM 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 its elected

or appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM.

4. ***Insurance.*** The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the CITY OF BIRMINGHAM.

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 employee 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 by 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.

5. ***Nepotism.*** Subsequent to entering into this Contract, if any City official, his or her spouse, child or parent shall become directly or indirectly interested in the Contract, the City shall have the right to terminate the Contract without further liability if

the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

6. ***Settlement of Disputes.*** 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.

7. ***Code Compliance.*** The Contractor agrees that it shall comply with all applicable standards of the National Fire Protection Association including specifically, chapters 1123, 1124, of the 1995 edition and the Michigan Complied Laws, in particular, MCL 750.243a-e, as it relates to the safe operation of a fireworks display.

8. ***Subcontracting.*** Contractor shall not subcontract any part of this Contract without the prior written approval of the City.

9. ***Authority.*** The City Fire Chief shall be the authority having jurisdiction on all matters pertaining to spectator locations, fire protection, display site, and shall have the authority to cancel the display at any time it deems necessary to protect life and property.

10. ***Grounds.*** The Contractor shall be responsible for the dismantling and repair of any holes, trenches or other landscaping modifications arising out of the fireworks display and this Contract. Following completion of the program, the City is solely responsible for all clean-up and policing of the program area, including but not limited to the removal of all trash, sets, lumber, frames and confetti products which may be used during the event.

11. ***Laws.*** This Contract shall be construed in accordance with the laws of the State of Michigan.

12. ***Modification.*** No modification of the Contract shall be binding upon the parties unless in writing and signed by both parties.

13. ***FAIR PROCUREMENT OPPORTUNITY***: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

14. The CITY agrees to a contract amount of $15,000, with 50% due upon signing of this Contract and the balance due within 15 days of the completion of the services. All payments are to be made by purchase order, bank draft or certified check payable to Colonial Fireworks. All payments, notices and other correspondences shall be forwarded to Colonial Fireworks, 5225 Telegraph Road, Toledo, Ohio 43612. If monies due under the terms of this contract become in arrears of 30 days or more, CONTRACTOR is entitled to the recovery of all past due amounts plus 1.5% interest, per month on all amounts past due after 30 days.

15. In the event the program is canceled, in whole or in part, due to force majeure or any other cause beyond the CITY's reasonable control ("Force Majeure"), CONTRACTOR and the CITY shall have good faith negotiations to determine an adjustment of CONTRACTOR'S payment to reflect the services actually provided. However, if the Program is cancelled in its entirety on the display date due to Force Majeure, then Contractor's fee shall be equivalent to services actually incurred. Every effort will be made to conduct all events on the display date and time in the appropriate manner as designed.

16. Should inclement weather prevent the firing of the display on the display date, the parties agree to a mutually convenient rain date as stated above. The determination to cancel the display due to inclement weather shall rest within the sole discretion of Contractor. In the event the City does not choose to reschedule the event or cannot agree to a mutually convenient date with Contractor, the Contractor shall be entitled to thirty percent (30%) of the contract price for full settlement of the Agreement.

17. Prior to, during and following the event, the City agrees to the responsibility of keeping all persons out of the designated display area as defined by Contractor's technicians in conjunction with NFPA 1123 & 1126. This is with exception of Contractor's employees and designees.

18. Contractor solely reserves the right to make minor modifications to the program content, provided that those changes do not adversely affect the material content, pricing level of the program, display performance or character of the event.

19. Contractor holds the right to cancel any program at its discretion due to unforeseen safety issues which may go uncorrected or unattended to. This cancellation will be discussed with the City and every attempt will be made to correct any issues. All final decisions will be made on the side of safety. If cancellation occurs for said reasons, the City will pay Contractor for all reasonable costs for the delivery and return of display.

20. With the exception of paragraph 16, above, in the event of fire, accident, strike, delay, floods, acts of God or other causes beyond the control of Contractor, which prevent the delivery of the program, the parties hereto release each other from any and all performances of the articles contained herein and from damages resulting from the breach of this contract.

21. To provide a safe and suitable location to display the event. With regard to indoor events, it is also agreed upon that a safe haven, by means of a locked room or secure area, will be provided to prepare the effects to be used during the event. Access will be allowed to Contractor's personnel only during the course of the event. The proper amount of preparatory time will be allowed so the event can be safely set-up, tested and fired as outlined in NFPA 1123 & 1126.

22. 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 parties execute this Contract.

WITNESSES:

Lisa Mahlerwein

COLONIAL FIREWORKS CO.

By: Jason Lynch

Its: BUSINESS MANAGER

Colonial Fireworks Co.
6480 Tomer Road
Clayton, MI 49235

CITY OF BIRMINGHAM

_____

By: _____
Stuart L. Sherman
Its: Mayor

_____

By: _____
Laura Pierce
Its: City Clerk

Approved:

Joseph A. Valentine, City Manager
(Approved as to substance)

Michael P. Metz, Fire Chief
(Approved as to substance)

Timothy J. Currier, City Attorney
(Approved as to form)

Mark Gerber, Director of Finance
(Approved as to financial obligation)

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized agent of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the City of Birmingham Fireworks Display Contract (the "Contract"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned Contract, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or any entity, including all successors, parent companies, subsidiaries and companies under common control, engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, including providing of products used to construct or maintain oil or liquefied natural gas pipelines.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the City's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:
COLONIAL FIREWORKS CO. Name of Contractor

By: Jason Lynch

Its: BUSINESS MANAGER

Date: 2/17/15

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2015

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
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest National Insurance Company	10120
INSURER C : Axis Surplus Ins Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Colonial Fireworks Company
6480 Tomer Road
Clayton MI 49235

COVERAGES **CERTIFICATE NUMBER:** 1028992768 **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			SI8ML00094-151	2/15/2015	2/15/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
B	AUTOMOBILE LIABILITY			SI8CA00045-151	2/15/2015	2/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			EAU705977	2/15/2015	2/15/2016	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

SHOW NO: 2015-021 DISPLAY DATE: JULY 3, 2015 RAIN DATE: 07/05/15
LOCATION: LINCOLN HILLS GOLF COURSE BIRMINGHAM MI
ADDITIONAL INSUREDS: FARGO GOLF COMPANY; CITY OF BIRMINGHAM, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, 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 BY PRIMARY, CONTRIBUTING OR EXCESS.

CERTIFICATE HOLDER

CITY OF BIRMINGHAM FIRE DEPT
572 SOUTH ADAMS
BIRMINGHAM MI 48009

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2015

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
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest National Insurance Company	10120
INSURER C : Axis Surplus Ins Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Colonial Fireworks Company
6480 Tomer Road
Clayton MI 49235

COVERAGES CERTIFICATE NUMBER: 1028992768 REVISION NUMBER:

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	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY			SI8CA00045-151	2/15/2015	2/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			EAU705977	2/15/2015	2/15/2016	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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CERTIFICATE HOLDER

CITY OF BIRMINGHAM FIRE DEPT
572 SOUTH ADAMS
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AUTHORIZED REPRESENTATIVE

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PRODUCER
Ann Arbor Insurance Centre, Inc.
2621 Carpenter Rd

Ann Arbor MI 48108

CONTACT NAME: Kristine Reed
PHONE (A/C, No, Ext): (734) 973-9444 FAX (A/C, No): (734) 973-8318
E-MAIL ADDRESS: kreed@annarborinsurancecentre.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LM Insurance Corporation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Colonial Fireworks Company, Inc.
5225 Telegraph Road

Toledo OH 43612

COVERAGES CERTIFICATE NUMBER: CL14111205651 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.

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	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		WC534S508166032	11/30/2014	11/30/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Excluded: Gregory Tremonte							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Show#: 2015-021
Show Date: July 3, 2015
Rain Date: July 5, 2015

CERTIFICATE HOLDER

City of Birmingham Fire Department
572 South Adams
Birmingham, MI 48009

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

Kristine Reed/KRRE Kristine J. Reed

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2015

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
Ann Arbor Insurance Centre, Inc.
2621 Carpenter Rd

Ann Arbor MI 48108

CONTACT NAME: Kristine Reed
PHONE (A/C, No, Ext): (734) 973-9444 FAX (A/C, No): (734) 973-8318
E-MAIL ADDRESS: kreed@annarborinsurancecentre.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LM Insurance Corporation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Colonial Fireworks Company, Inc.
5225 Telegraph Road

Toledo OH 43612

COVERAGES CERTIFICATE NUMBER: CL14111205651 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		WC534S508166032	11/30/2014	11/30/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Excluded:Gregory Tremonte							

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Kristine Reed/KRRE Kristine J. Reed

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