City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **July 2, 2015**

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

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

SUBJECT: **Catch Basin Cleaning Program 2015**

Catch basin cleaning is a bi-annual maintenance procedure that keeps storm drains clean, flowing properly, and reduces stagnant water conditions that are perfect for breeding mosquitos associated with the spread of the West Nile Virus.

Sealed proposals were opened on Tuesday, April 7, 2015 for "Catch Basin Cleaning". The request for proposal (RFP) was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system and advertised in the Birmingham Observer Eccentric. Two (2) vendors responded submitting a total of two (2) bids.

Below is a summary of the submitted proposals.

Bidder	Price Per Basin	Jetting Per Foot	Total Cost (2,365 Basins)
United Resource, LLC	**$33.25**	**$.74**	**$78,636.25**
Greenscape	$65.00	$4.00	$153,725.00

Contractors were asked to submit bids based on 2,365 catch basins located on major and local streets. The bid proposal also requested pricing for jet cleaning leads to catch basins on an as needed basis. United Resource, LLC was the lowest qualified bidder and is recommended by the Department in an amount not to exceed $78,636.25 for the 2015 Catch Basin Cleaning Program. They were the successful bidder in 2013 and cleaned a total of 2090 catch basins for a total expenditure of $52,709. Funds for this year's project were budgeted within the major and local streets funds, account numbers 202/203-449.004-937.0400 in the amount of $70,000; therefore a budget amendment will be necessary for this purchase.

On an annual basis the City began having the catch basins cleaned by a Contractor beginning during 2003. Approximately four years ago, because of the improved conditions of the catch basins and with good street sweeping practices, the annual treatment was no longer warranted. The City crews do clean catch basins on an as needed basis in between such cleanings.

SUGGESTED RESOLUTION:
To award the contract to United Resource, LLC, of Livonia, MI in an amount not to exceed $78,636.25, to be funded from the Major and Local Streets Fund account #s 202/203-449.004-937.0400. Further, to authorize the Mayor and City Clerk to sign the contract on behalf of the City upon receipt of required insurances.

And to approve the appropriation and budget amendments to the fiscal year 2014-2015 budget as follows:

Local Roads Fund		
Revenues:		
Draw from fund balance	#203-000.000.400.000	$8,636.25
Total Revenue Adjustments		$8,636.25
Expenditures:		
Contract Maintenance	#203-449.003-937.0400	$8,636.25
Total Expenditure Adjustments		$8,636.25

ATTACHMENT A - AGREEMENT

For Catch Basin Cleaning

This AGREEMENT, made this 13th day of July, 2015, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and United Resource, LLC., having its principal office at Livonia, Michigan (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform cleaning of catch basins including hauling and disposing waste off site in accordance with MDEQ regulations and upon request, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform cleaning of catch basins including hauling and disposing waste off site in accordance with MDEQ regulations, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform cleaning of catch basins including hauling and disposing waste off site in accordance with MDEQ regulations and upon request, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet.

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 consisting of the Request for Proposal to perform cleaning of catch basins including hauling and disposing waste off site in accordance with MDEQ regulations and upon request, jet clean any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet and the Contractor's cost proposal dated April 7, 2015 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 the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $78,636.25, as set forth in the Contractor's April 7, 2015 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

5. 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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 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. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. 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.

I. 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.

J. 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.

K. 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.

13. 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 and 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.

14. 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.

15. 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.

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

City of Birmingham
Attn: Lauren Wood, Director of Public Services
851 S. Eton
Birmingham, MI 48009
248-530-1702

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. 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.

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

WITNESSES:

_____

CONTRACTOR

By: _____

Its: President

CITY OF BIRMINGHAM

_____

By: _____
Stuart Sherman
Its: Mayor

_____

By: _____
Laura Broski
Its: City Clerk

Approved:

_____
Lauren Wood, Director of Public Services
(Approved as to substance)

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

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

w/perm.
Mary M. Kucharek

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

ATTACHMENT B - BIDDER'S AGREEMENT

For Catch Basin Cleaning

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

David Guth	4/7/2015
BID PREPARED BY (Print Name)	**DATE**
President	4/7/2015
TITLE	**DATE**
	david@unitedresourcellc.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
United Resource, LLC	
COMPANY	
32940 Capitol Street, Livonia, MI 48150	(313) 449-9497
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For Catch Basin Cleaning

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

YEAR	PRICE PER BASIN	TOTAL PRICE PER YEAR BASED ON 2,365 CATCH BASINS/INTAKES
2015	$33.25	$78,636.25

ALTERNATE ITEM	LUMP SUM PRICE
Price Per Lineal Foot To Jet Clean Catch Basin Leads	$ .74 Per Lineal Foot

Firm Name United Resource, LLC

Authorized signature _____ Date 4/7/2015

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Catch Basin Cleaning

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

David Guth	4/7/2015
PREPARED BY (Print Name)	**DATE**
President	4/7/2015
TITLE	DATE
	david@unitedresourcellc.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
United Resource, LLC	
COMPANY	
32940 Capitol Street, Livonia, MI 48150	(313) 449-9497
ADDRESS	PHONE
N/A	
NAME OF PARENT COMPANY	PHONE
ADDRESS	
27-1511119	
TAXPAYER I.D.#	

Auto-Owners Insurance
Life Home Car Business

Bond Number 66205455

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that we, UNITED RESOURCE LLC of 32940 CAPITOL ST LIVONIA, MI 48150-1743 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of MICHIGAN, (hereinafter called the Surety), are held and firmly bound unto CITY OF BIRMINGHAM, 851 S ETON ST, BIRMINGHAM MI 48009-6870 (hereinafter called the Obligee), in the full and just sum of seventy eight thousand six hundred thirty seven and xx/100 dollars ($78,637.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 13th day of July, 2015 for CATCH BASIN CLEANING which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said contract, and their obligation thereunder, including the specifications therein referred to and made a part thereof, and such alteration as may be made in such specifications, as herein or therein provided for, then this obligation to be void, or otherwise to be and remain in full force, effect and virtue.

Signed and sealed this 26TH day of JUNE, 2015.

Patrick Algu
Witness

Principal

UNITED RESOURCE LLC President
Title

Auto-Owners Insurance Company

AUTO-OWNERS INSURANCE CO. Seal LANSING, MICH.

Amanda Lamp
Amanda Lamp Witness

Paul D. Oppenlander
Paul D. Oppenlander Attorney-in-Fact

Print Date: 06/26/2015 Print Time: 12:19:55 PM

Auto-Owners Insurance
Life Home Car Business

Bond Number 66205455

PAYMENT OR LABOR AND MATERIAL BOND

KNOW ALL BY THESE PRESENTS, that we, UNITED RESOURCE LLC of 32940 CAPITOL ST LIVONIA, MI 48150-1743 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of MICHIGAN, (hereinafter called the Surety), are held and firmly bound unto CITY OF BIRMINGHAM, 851 S ETON ST, BIRMINGHAM MI 48009-6870 (hereinafter called the Obligee), in the full and just sum of seventy eight thousand six hundred thirty seven and xx/100 dollars ($78,637.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 13th day of July, 2015 for CATCH BASIN CLEANING which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, it was one of the conditions of the award of the said Obligee, pursuant to which said contract was entered into, that these presents should be executed.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

NOW, THEREFORE, if the above Principal shall in all accordance with applicable Statutes, promptly have made payment to all persons supplying labor and material in the prosecution of the work provided for in said contract that may hereinafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

Signed and sealed this 26TH day of JUNE, 2015.

Patrick Alger
Witness

Principal

UNITED RESOURCE LLC President
Title

Auto-Owners Insurance Company

AUTO-OWNERS INSURANCE CO. Seal LANSING, MICH.

Amanda Lamp
Amanda Lamp Witness

Paul D. Oppenlander
Paul D. Oppenlander Attorney-in-Fact

Print Date: 06/26/2015 Print Time 12:19:55 PM

Auto-Owners Insurance
Life Home Car Business

Bond Number 66205455

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, that we, UNITED RESOURCE LLC of 32940 CAPITOL ST LIVONIA, MI 48150-1743 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of MICHIGAN, (hereinafter called the Surety), are held and firmly bound unto CITY OF BIRMINGHAM, 851 S ETON ST, BIRMINGHAM MI 48009-6870 (hereinafter called the Obligee), in the full and just sum of seventy eight thousand six hundred thirty seven and xx/100 dollars ($78,637.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 13th day of July, 2015 for CATCH BASIN CLEANING which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, said contract has been completed, and was approved on the 13th day of July, 2015.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of twelve months following completion of the contract, then this obligation shall be void, otherwise to remain in full force and effect, provided, however, any additional warranty or guarantee, whether expressed or implied, is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 26TH day of JUNE, 2015.

Patrick Algier
Witness

Principal

UNITED RESOURCE LLC President
Title

Auto-Owners Insurance Company

AUTO-OWNERS INSURANCE CO. Seal LANSING, MICH.

Amanda Lamp
Amanda Lamp Witness

Paul D Oppenlander
Paul D. Oppenlander Attorney-in-Fact

Print Date: 06/26/2015 Print Time: 12:19:55 PM

Auto-Owners Insurance
Life Home Car Business

Bond Number 66205455

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 26TH day of JUNE, 2015, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

AMANDA LAMP
NOTARY PUBLIC
COUNTY OF EATON
My Commission Expires
JANUARY 1, 2020
Acting in the County of
STATE OF MICHIGAN

Amanda Lamp

Amanda Lamp
Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Jan. 1, 2020

Print Date: **06/26/2015** Print Time: **12:19:56 PM**

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. 66205455

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014

Kenneth R. Schroeder — Senior Vice President

STATE OF MICHIGAN }ss.
COUNTY OF EATON

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

AMANDA LAMP NOTARY PUBLIC COUNTY OF EATON My Commission Expires JANUARY 1 2020 Acting in the County of STATE OF MICHIGAN

My commission expires January 1st, 2020.

Amanda Lamp — Notary Public

STATE OF MICHIGAN }ss.
COUNTY OF EATON

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 26th day of June, 2015

AUTO-OWNERS INSURANCE CO. Seal LANSING, MICH.

William F. Woodbury, Senior Vice President, Secretary and General Counsel

UNITE-2 OP ID: AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/06/2015

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
METRO AGENCY, Inc.
32646 Five Mile Road
Livonia, MI 48154
Aaron T. Moore

CONTACT NAME: Aaron T. Moore CIC
PHONE (A/C, No, Ext): 734-522-3900 FAX (A/C, No): 734-421-1777
E-MAIL ADDRESS: aaron@metroagency.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeowners Insurance Co.	26638
INSURER B : Auto Owners Insurance Co.	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
United Resource, LLC
United Resource Group, LLC
15500 Penn Dr
Livonia, MI 48154

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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	X	X	04027222	11/14/2014	11/14/2015	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
							Emp Ben.	$	1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	4900656100	11/14/2014	11/14/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	1,000,000
							PROPERTY DAMAGE (PER ACCIDENT)	$	
								$	
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	4900656101	11/14/2014	11/14/2015	EACH OCCURRENCE	$	5,000,000
							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	X	04066972	11/14/2014	11/14/2015	X 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
B	OCP Liability	X	X	0401128	07/13/2015	07/13/2016	OCP		3,000,000

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

The City of Birmingham, 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 coveerage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

CERTIFICATE HOLDER

BIRM-01

City of Birmingham
851 S. Eton St
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
Aaron T. Moore

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