City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **July 29, 2015**

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

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

SUBJECT: **Ice Arena Matting Project – Phase II**

The Department of Public Services (DPS) publicly opened bids for replacement of approximately 2,150 square feet of floor matting inside the main arena at the Birmingham Ice Sports Arena on July 14, 2015. Bid specifications were advertised with Michigan Intergovernmental Trade Network (MITN). One (1) vendor submitted a proposal, listed below.

Company	Total Bid Amount Includes Supply, Delivery and Installation
All-American Arena Products	**$29,885.00**

This project is phase II of the replacement of matting in the main arena. In 2014, 850 square feet of matting was replaced. The one bidder for this project performed the phase I part of this scope of work at the Ice Arena.

The rubber matting requested in the RFP is made of extremely tough material to withstand skate traffic, while maintaining its new appearance and reduces labor costs during cleaning. This is the same material specified and installed in the main arena at the Birmingham Ice Arena in 2014, as part of phase I.

The Department of Public Services is recommending All American Arena Products in an amount not to exceed $29,885.00. This award is based on their qualifications, previous experience installing this type of rubber matting at a variety of ice arenas in the U.S., including the Birmingham Ice Arena in 2014. The total cost of phase I was $13,615.00.

Money has been budgeted for this expenditure from the Capital Projects Fund-Ice Arena Restoration account #401-901.001-977.0000 in the amount of $40,000.00.

SUGGESTED RESOLUTION:
To award the contract to All-American Arena Products, of Little Canada, MN in the amount not to exceed $29,885.00, to be funded from Capital Projects Fund account 401-901.001-977.0000. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of all required insurances.

ATTACHMENT A - AGREEMENT

Purchase and Installation of Ice Skate Resistant Flooring in the Main Arena

This AGREEMENT, made this _____day of _____, 2015, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and All-American, Inc., having its principal office at ALDEN, MN (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Service Department, is desirous of having work completed to purchase and install ice skate resistant flooring in the main arena of the Birmingham Ice Sports Arena.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform installation of the matting 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 the installation of these services.

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 purchase and install ice skate resistant flooring in the main arena of the Birmingham Ice Sports Arena and the Contractor's cost proposal dated 7/13/_____, 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 29,885.00, as set forth in the Contractor's 7/13, 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 A. Wood
851 South Eton
Birmingham, MI 48009

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 Lee Sherman

Its: Mayor

_____

By:_____

Laura Pierce

Its: City Clerk

Approved:

Lauren A. 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)

Joseph A. Valentine, City Manager

(Approved as to substance)

ATTACHMENT C - COST PROPOSAL
Purchase and Installation of Ice Skate Resistant Flooring in the Main Arena

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)

COST PROPOSAL	
ITEM	**BID AMOUNT**
Removal of and disposal of existing matting	$ n/a
Prepping of floor prior to installation of new matting	$ Included
Supply, delivery, and installation of approximately 2,150 square feet of new Ice Skate resistant flooring in the main arena	$ 13.90 cost per square feet $ 29,885 total cost of matting
Miscellaneous (Attach Detailed Description)	$
TOTAL BID AMOUNT	$ 29,885.00

Firm Name All-American Arena Products

Authorized signature _____ Date 7/13/15

ATTACHMENT B - BIDDER'S AGREEMENT
Purchase and Installation of Ice Skate Resistant Flooring in the Main Arena

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.

Sean Passingham	7/13/15
BID PREPARED BY (Print Name)	**DATE**
President	7/13/15
TITLE	**DATE**
	sean@allamericanarena.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
All-American Arena Products	
COMPANY	
100 W. Main St	507-318-0730
ADDRESS Alden, MN 56009	**PHONE**
n/a	n/a
NAME OF PARENT COMPANY	**PHONE**
n/a	
ADDRESS	

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

Purchase and Installation of Ice Skate Resistant Flooring in the Main Arena

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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.

Sean Passingham	7/13/15
PREPARED BY (Print Name)	**DATE**
President	7/13/15
TITLE	**DATE**
	Sean@AllAmericanArena.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
All-American Arena Products	
COMPANY	
100 W. Main St	507-318-0730
ADDRESS Alden, MN 56009	**PHONE**
n/a	n/a
NAME OF PARENT COMPANY	**PHONE**
n/a	
ADDRESS	
47-1860571	
TAXPAYER I.D.#	

ATTACHMENT E - *COOPERATIVE AGREEMENT*

EXTENSION OF AWARD TO MITN PURCHASING COOPERATIVE

The City of Birmingham is a member of the MITN Purchasing Cooperative consisting of many cities, townships, counties and other governmental agencies throughout Michigan. If your company is awarded item(s) referenced in the bid, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately *to* the address indicated on the purchase order.

(X) If an award is made to All-American Arena Products, it is agreed that
(Company)
the contract will be extended to the MITN Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative_____
( ) Our company is NOT interested in extending the contract.

Company All-American Arena Products

City/State/Zip Alden, MN 56009

Representative/Title President

Telephone/Fax 507-318-0730

E-Mail Address/Website Sean@AllAmericanArena.com

Signature_____

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info

ALL★AMERICAN
ARENA PRODUCTS

Sean Passingham
Chief Operating Officer
120 E. County Road D
Little Canada, MN 55117
Cell (507) 318-0730
sean@allamericanarena.com

FLOORING REFERENCES

Wakota Arena
141 South 6th Street
South St. Paul, MN 55175
Jayson Dwelle
(651) 554-3330

RVK Architects
518 Trout Brook Road
Roberts, WI 54023
Dick Krumm
(612) 867-6394

NTPRD – Family Ice Arena
301 W. Main Street
Springfield, OH 45503
Don Rodgers
(614) 207-3940

Birmingham Ice Sports Arena
2300 East Lincoln
Birmingham, MI 48009
Connie Folk
(248) 530-1640

Aspen Ice Garden
233 W. Hyman
Aspen, CO 81611
Bryan Lee
(970) 429-1733

Ames/ISU Ice Arena
1500 Gateway Hills Park Drive
Ames, IA 50010
Amanda Moore
(515)239-5363

Willmar Civic Arena
2707 Arena Drive
Willmar, MN 56201
Troy Ciernia
(952) 452-1707

Fergus Falls Community Arena
340 Friberg Avenue
Fergus Falls, MN 56537
Dave Umlauf
(218) 332-5800

Northfield Ice Arena
1280 Hwy 3 South
Northfield, MN 55057
Allison Watkins
(507) 645-6556

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

The Contractor will not exceed the timelines established for the completion of this project.

COMPLETION DATE: August 14, 2015

A work schedule shall be provided to the Designated City Representative, Carrie Laird. The work schedule shall be approved by the Designated City Representative prior to the start of the work. Her decision as to acceptability shall be deemed in the City of Birmingham's best interest. The City of Birmingham is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notified to start work.

It is mandatory that the entire project is completed on or before **August 14, 2015**.

(X) Our company can meet the completion date.

( ) Our company cannot meet the completion date but offers:

_____

The reason our company cannot complete the work as required is as follows:

_____

_____

_____

Company Name: All-American Arena Products

OLD REPUBLIC SURETY COMPANY

1415 28th Street, Suite 420, West Des Moines, IA 50266
Phone (515) 221-1000 / FAX (515) 221-3900
www.orsurety.com

BID BOND
The American Institute of Architects.
AIA Document No. A310 (February. 1970 Edition)

Bid Bond Number: BID1507067
Contract Account Number: 4007664

KNOW ALL MEN BY THESE PRESENTS. that we ALL AMERICAN ICE. LLC
18588 680TH AVE
ALDEN. MN 56009

as Principal. hereinafter called the principal. and OLD REPUBLIC SURETY COMPANY
P O BOX 1976
DES MOINES. IA 50306

as Surety. hereinafter called the Surety. are held and firmly bound unto CITY OF BIRMINGHAM

as Obligee. hereinafter called the Obligee. in the sum of 5% OF THE ACCOMPANYING BID

Dollars ($ 5%).

for the payment of which sum well and truly to be made. the said Principal and the said Surety. bind ourselves. our heirs. executors. administrators. successors and assigns. jointly and severally. firmly by these presents.

WHEREAS. the Principal has submitted a bid for INSTALLATION OF ICE SKATE RESISTANT FLOORING IN THE MAIN ARENA BIRMINGHAM ICE SPORTS ARENA

NOW. THEREFORE. if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid. and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof. or in the event of the failure of the Principal to enter such Contract and give such bond or bonds. if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid. then this obligation shall be null and void. otherwise to remain in full force and effect.

Signed and sealed this 9TH day of JULY . 2015

Keren Johnson
Witness

ALL AMERICAN ICE. LLC
Principal (Seal)

President
Title

Leann K. Clemann
Witness

OLD REPUBLIC SURETY COMPANY
Surety

Susan L Oster
Attorney-In-Fact

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1901

ORSC 21328 (7-93)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SUSAN L. OSTER, LEANN K. CLEMANN, WILLIAM ROBERT BLAKE, OF GRINNELL, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS($100,000)———————— FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of JANUARY, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of JANUARY, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2014

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3548

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

Assistant Secretary

BIG M AGENCY INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (5-10)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/17/2015

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
Troy Thompson
1330 W MAIN STREET
ALBERT LEA MN 56007

CONTACT NAME: Kereen Johannsen
PHONE (A/C, No, Ext): (507) 377-2852 FAX (A/C, No): (507) 377-3301
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Integrity Mutual Insurance Co	14303
INSURER B: Grange Insurance Co Ohio	
INSURER C: Minnesota Workers' Compensation	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ALL AMERICAN ICE LLC
PO BOX 355
ALDEN MN 56009

COVERAGES CERTIFICATE NUMBER: CL1571700138 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CT 2272857	2/5/2015	2/5/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Expense constant	$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA 2646799	4/17/2015	2/5/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Bus Optimum Endt	$
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP 2647037	5/1/2015	2/5/2016	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC-22-04-230760-00	5/6/2015	5/6/2016	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 and included as addtional insureds under the commercial general liability portion of the excess liability policy and automobile liability policy for services performed by All American Ice LLC, as their interest may appear, if required by written contract with the named insured, subject to the terms and conditions of the policies.

CERTIFICATE HOLDER

City of Brimingham
Attn: Finance Director
P.O. Box 3001
151 Martin Street
Brimingham, MI 48012-3001

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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