City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **June 9, 2014**

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

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

SUBJECT: **Woodward Median Post Painting Project**

The City requested proposals to prepare and paint 104 light and traffic signal posts on Woodward Avenue between Oakland Avenue and 14 Mile Road. Five bids were received ranging from $22,440-$60,180. The majority of the posts are located in the center median island on Woodward Avenue. The last time the posts were painted was over 10 years ago.

DTE Community Lighting approached us after the bid process, to inform the City that they are the owner of 70 of the light posts and any work performed must be done by a DTE selected contractor. Seaway Painting, LLC is the current painting contractor for DTE which also bid on the entire project consisting of 104 posts at a bid amount of $23,825.00. In addition, DTE has funds available for the project and the City would contribute to the DTE managed project in order to accomplish this area. The total project cost for the 70 posts owned by DTE is $17,150.00. The share required of Birmingham is $9,293.00.

The City of Birmingham also recommends using Seaway Painting, LLC to paint the 34 remaining posts, as they are the lowest qualified bidder for the outstanding portion of this project. Plus, Seaway Painting has been the longstanding vendor for painting all posts in the City for over thirteen years.

In order to accomplish the additional portion of the project, the City would pay $6,675.00 to Seaway Painting, which matches the pricing provided in the original bid for the remaining 34 posts. The light fixtures do not need to be painted as part of this work.

The City's total purchase price to complete this entire project will be $15,968.00. This collaboration between the City of Birmingham and DTE will save the City $7,857.00. Money is budgeted in the following accounts: #202-449.003-937.0500 Streetlight CBD Maintenance-Woodward Avenue, #203-449.003-937.0500 Streetlight CBD Maintenance.

SUGGESTED RESOLUTION:
To approve the agreement with DTE Community Lighting for the painting of 70 light posts on Woodward Avenue in the amount of $9,293.00 from account #202-449.003-937.0500 ($4,325) and account #203-449.003-937.0500 ($4,968). To approve the agreement with Seaway Painting, LLC for the preparation and painting of the additional 34 posts in the amount of $6,675.00 from account #202-449.003-937.0500. Further, to authorize the Mayor and City Clerk to sign both agreements, upon receipt of all required insurances.

DTE Energy

February 28, 2014

Attn: Carrie Laird
City of Birmingham
Department of Public Services
851 S. Eton St.
Birmingham, MI 48009

Re: Woodward Avenue Light Post Painting Project

I have prepared a cost estimate for the painting of 70 light posts located in the Woodward Avenue median between Oakland Ave and 14 Mile Rd. DTE will furnish Seaway to paint the light posts with the project scope as follows:

- Apply the applicable Sherwin Williams Primer (B66A00310 Pro Industrial ProCryl Universal Gray Primer) or bonding agents to the poles by brush and roller.
- Apply the applicable Sherwin Williams Topcoat (B66T00304-Shre Cryl HPA High Performance Acrylic Gloss Coating Ultradeep/Clear Tint Base in Color: Sherwin Williams 4072 Cedar Green) to the poles by brush and roller.
- The substrate of the pole may require the coating to be changed. This change will be done in the field at the recommendation of the Manufacturer.
- All applicable Federal, State, Local and MIOSHA guidelines will be followed.
- The black crosswalk supports will not be painted.
- Birmingham will supply the proper MDOT Right of Way permit for Woodward Avenue. All work that can be accomplished off the roadway will be done on the median if available.
- The light fixture will not be painted, just the poles up to the light fixture.
- Prior to the start of the project, the City of Birmingham will arrange to have a crew trim trees that are encroaching on the work space of the light poles.

<u>Estimate Breakdown</u>

Project Cost:	$17,150
Less DTE Contribution towards project	$7,857
Contribution required from Birmingham	**$9,293**

The price quoted shall be in effect for a period of six months from today's date, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of requesting party. A PO will be issued for the appropriate Contribution amount.

Please feel free to call me should you have any questions.

Sincerely,

Joseph Honce IV

Joe Honce
Principal Account Manager
DTE Energy - Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 28, 2014 between The Detroit Edison Company ("Company") and City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated October 17, 2012 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	22501345	
2. Location where Equipment will be installed:	Woodward Avenue median between Oakland Ave and 14 Mile Rd, as more fully described on the maps attached hereto as Attachment 1.	
3. Total number of poles to paint:	70	
4. Description of Equipment to be installed (the "Equipment"):	• Apply the applicable Sherwin Williams Primer (B66A00310 Pro Industrial ProCryl Universal Gray Primer) or bonding agents to the poles by brush and roller. • Apply the applicable Sherwin Williams Topcoat (B66T00304-Shre Cryl HPA High Performance Acrylic Gloss Coating Ultradeep/Clear Tint Base in Color: Sherwin Williams 4072 Cedar Green) to the poles by brush and roller. • The substrate of the pole may require the coating to be changed. This change will be done in the field at the recommendation of the Manufacturer. • All applicable Federal, State, Local and MIOSHA guidelines will be followed. • The black crosswalk supports will not be painted. • Birmingham will supply the proper MDOT Right of Way permit for Woodward Avenue. All work that can be accomplished off the roadway will be done on the median if available. • The light fixture will not be painted, just the poles up to the light fixture. • Prior to the start of the project, the City of Birmingham will arrange to have a crew trim trees that are encroaching on the work space of the light poles.	
5. Estimated Total Annual Lamp Charges	N/A	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$9,293
	Credit for 3 years of lamp charges:	N/A
	CIAC Amount (cost minus revenue)	**$9,293**

7. Payment of CIAC Amount:	PO Terms 90 Days
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☐ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices N/A
10. Customer Address for Notices:	Carrie Laird Department of Public Services 851 S. Eton St. Birmingham MI 48012

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐YES ☒NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ___ posts and ___ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title:_____

Phone Number:_____ Email:_____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☐YES ☒NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	City of Birmingham
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title:_____

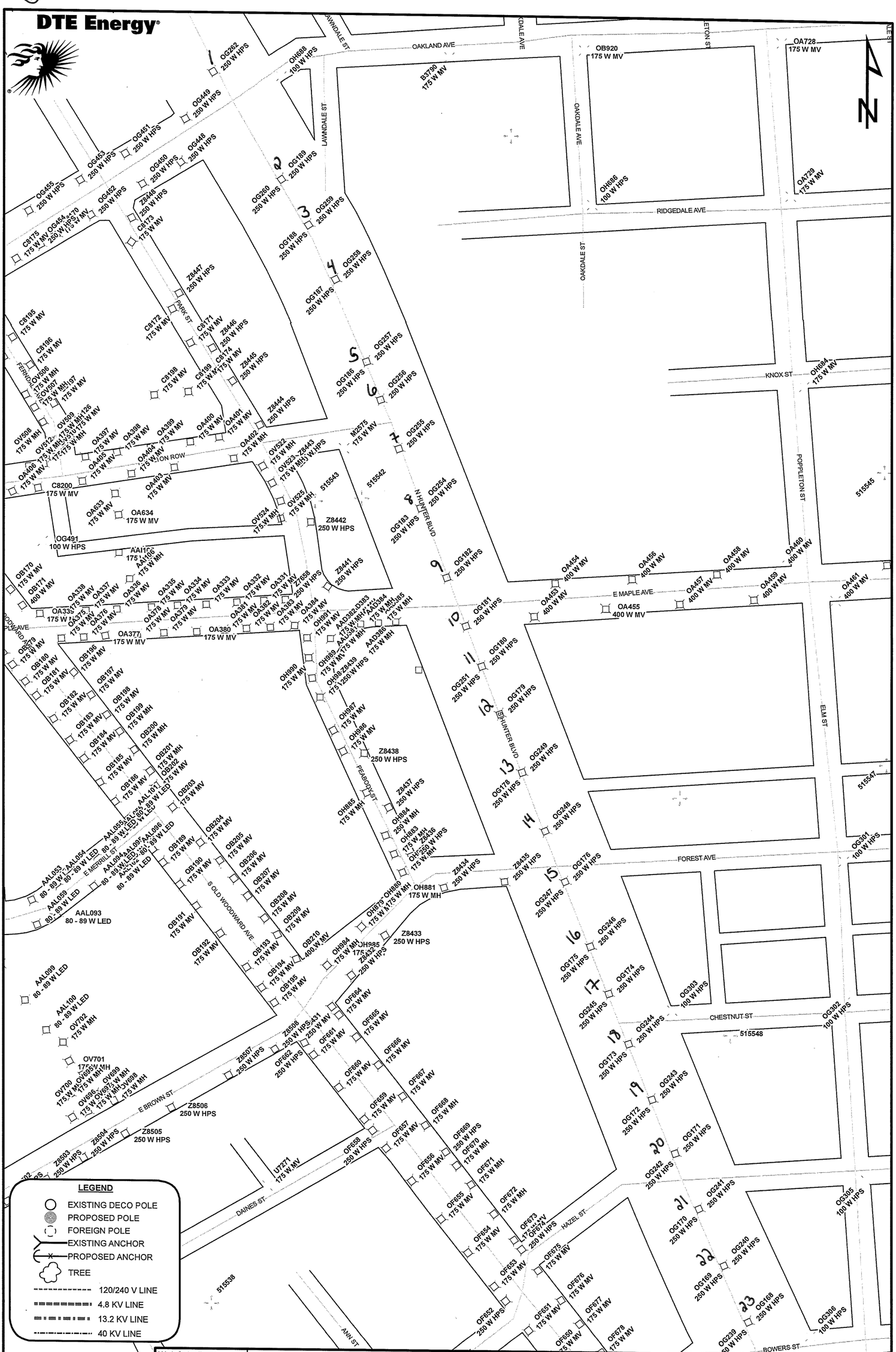
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

(1)

DTE Energy



Work Order #	Work Order Description		GIS-DSN	SRW	RSD	PH	PLC
WorkOrder	WorkOrder Description						
Service Center	Circuit #1	Circuit #2	COH	COS	CUG	CUL	CUS
Service Center	Circuit 1	Circuit 2					
Worksite City	Worksite Twp.	Worksite County					SCMAT
Worksite City Twp County							
Town Range Section Qtr	Planner Name		CUE Request #	Version	Plot Date	Scale	
Town Range Section	WorkOrder Owner		CUERegNum	DV	2/28/2014		

2

DTE Energy

OG168 250 W HPS
OG306 100 W HPS
BOWERS ST
U2586 175 W MV
N
OF679 175 W MV
OF681 175 W MV
OF680 250 W HPS
OF682 175 W MV
OF646 175 W MV
OF683 175 W MV
OF645 175 W MV
OF684 175 W MV
OF644 175 W MV
OF685 175 W MV
OF643 175 W MV
OF642 175 W MV
OF641 175 W MV
OF640 250 W HPS
OG167 250 W HPS
OG238 250 W HPS
OG166 250 W HPS
OG237 250 W HPS
OG236 250 W HPS
AAH861 80 - 89 W LED
AAH863 80 - 89 W LED
AAH864 80 - 89 W LED
AAH865 80 - 89 W LED
AAH866 80 - 89 W LED
AAH867 80 - 89 W LED
AAH868 80 - 89 W LED
AAH869 80 - 89 W LED
AAK074 80 - 89 W LED
AAK079 80 - 89 W LED
AAK084 80 - 89 W LED
AAK081 80 - 89 W LED
AAK082 80 - 89 W LED
AAK073 80 - 89 W LED
AAK078 80 - 89 W LED
AAK085 80 - 89 W LED
AAK077 80 - 89 W LED
AAK076 80 - 89 W LED
AAK075 80 - 89 W LED
AAK080 80 - 89 W LED
OG308 100 W LED
OG310 100 W HPS
OG235 250 W HPS
OG164 250 W HPS
OG163 250 W HPS
OG234 250 W HPS
OG233 250 W HPS
OG162 250 W HPS
ELM ST
HUNTER BLVD
515550
515551
OG232 250 W HPS
OG161 250 W HPS
V2283 175 W MV
GEORGE ST
OF639 250 W HPS
OG160 250 W HPS
OG231 250 W HPS
OG230 250 W HPS
OG159 250 W HPS
OF638 250 W HPS
WEBSTER AVE
WEBSTER ST
515549
R4619 175 W MV
OG229 250 W HPS
OG158 250 W HPS
ANN ST
OG228 250 W HPS
OG157 250 W HPS
OF637 250 W HPS
OG227 250 W HPS
S WORTH ST
515536
515535
PURDY ST
V2284 175 W MV
LANDON ST
OD995 175 W MV
S OLD WOODWARD AVE
OG155 250 W HPS
OG225 250 W HPS
OF636 250 W HPS
OG154 250 W HPS
OF635 250 W HPS
OG224 250 W HPS
OG153 250 W HPS
E LINCOLN ST
OD935 175 W MV
S WOODWARD AVE
OG151 250 W HPS

LEGEND

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

Work Order # WorkOrder	Work Order Description WorkOrder Description		GIS-DSN	SRW	RSD	PH	PLC
Service Center Service Center	Circuit #1 Circuit 1	Circuit #2 Circuit 2	COH	COS	CUG	CUL	CUS
Worksite City Worksite City Twp County		Worksite Twp.		Worksite County			SCMAT
Town Range Section Town Range Section		Planner Name WorkOrder Owner		CUE Request # CUEReqNum	Version DV	Plot Date 2/28/2014	Scale

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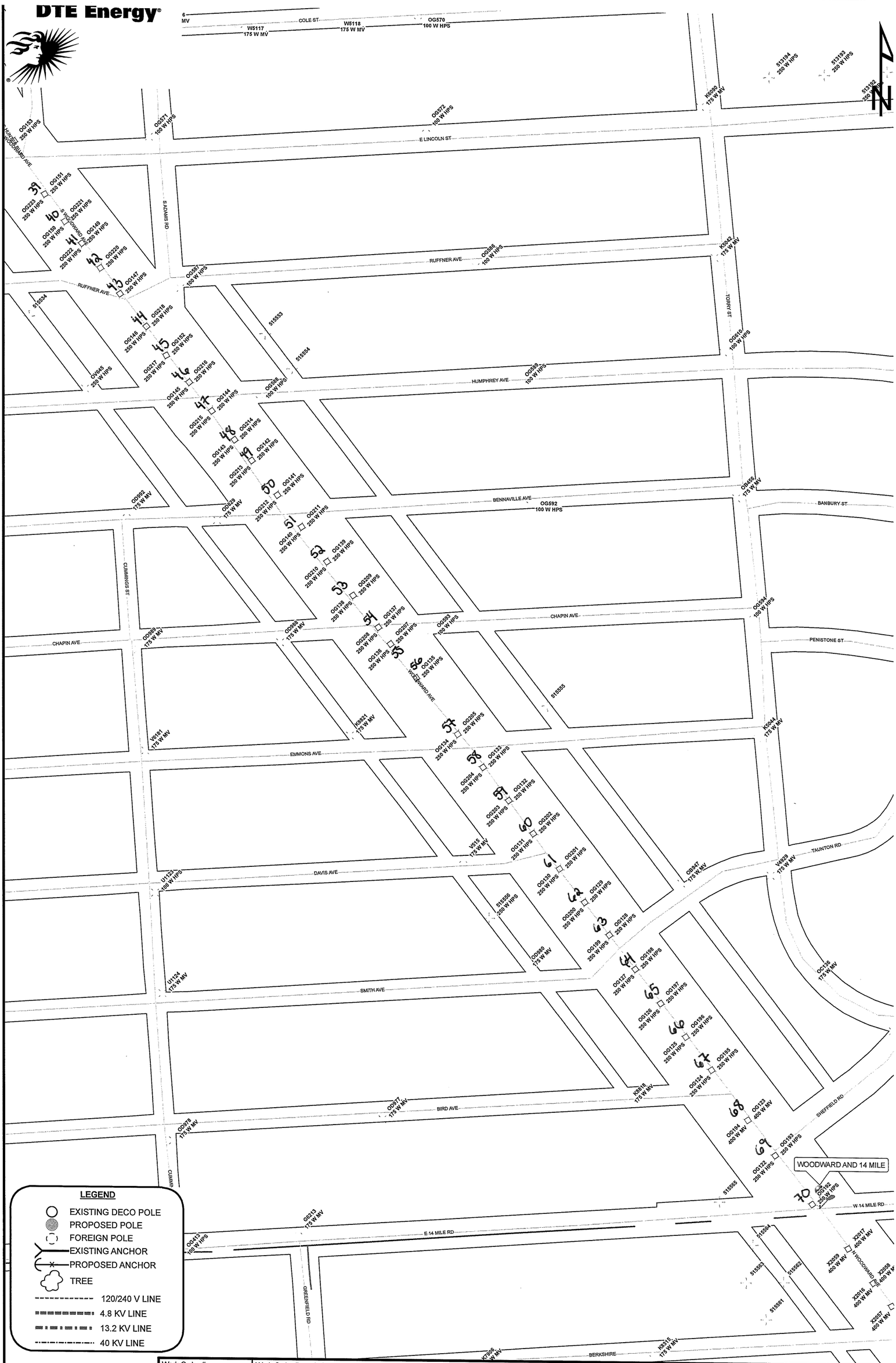
DTE Energy®



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Worksite City	Worksite Twp.		Worksite County				SCMAT
Worksite City Twp County							
Town Range Section Qtr	Planner Name		CUE Request #	Version	Plot Date		Scale
Town Range Section	WorkOrder Owner		CUEReqNum	DV	2/28/2014		

ATTACHMENT A - AGREEMENT
For Woodward Avenue Light Post Painting Project

This AGREEMENT, made this _____day of _____, 2014, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Seaway Painting, Inc., having its principal office at 31801 Schoolcraft, Livonia (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Public Service Department, is desirous of having 34 light and traffic signal posts prepped and painted in the City of Birmingham.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform the painting of 34 light and traffic signal posts located on Woodward Avenue between Oakland Avenue and 14 Mile Rd., 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 painting of the 34 light and traffic signal posts located on Woodward Avenue between Oakland Avenue and 14 Mile Rd.

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 the painting of 34 light and traffic signal posts located on Woodward Avenue between Oakland Avenue and 14 Mile Rd. and the Contractor's cost proposal dated August 20, 2013 ~~2014~~ 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 $6,675.00, as set forth in the Contractor's August 20, ~~2014~~ 2013 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.

4. 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.

5. 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.

6. 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.

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

City of Birmingham
Attn: Carrie Laird
Department of Public Services
851 S Eton St
Birmingham, MI 48009
(248) 530-1700

8. 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.

9. 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

Seaway Painting, L.L.C.

By: Irene Zannis

Its: Managing Member

CITY OF BIRMINGHAM

By: Scott D. Moore

Its: Mayor

By: Laura Pierce

Its: City Clerk

Approved:

Lauren A. Wood. Director Public Services
(Approved as to substance)

B. Sharon Ostin, Director of Finance
(Approved as to financial obligation)

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Valenti Trobec Chandler Inc
1175 W. Long Lake, Suite 200
Troy, MI 48098

CONTACT NAME: Lisa Gladstone
PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741
E-MAIL ADDRESS: lgladstone@vtcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster	
INSURER B: The Continental Insurance Co.	
INSURER C: LM Insurance Corp	27243
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Seaway Painting, LLC
31801 Schoolcraft Road
Livonia, MI 48150

COVERAGES CERTIFICATE NUMBER: 13/14 Master incl 9/1 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC			EPK101683	8/14/2013	8/14/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5095747470	8/14/2013	8/14/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$ 1,000
							Underinsured motorist	$ 1,000,000
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EFX100677	8/14/2013	8/14/2014	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
C	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		WC534S529328013	9/1/2013	9/1/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	POLLUTION LIABILITY			EPK101683	08/14/2013	08/14/2014	Limit per claim & aggregate	$2,000,000
B	Leased/Rented Equipment			C5095747436	08/14/2013	08/14/2014	Limit per Item/Per Occurrence	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Light pole painting.
The City of Birmingham, including all elected officials, all employee and volunteers, all boards, commission and/or authorities and board members, including employees and volunteers thereof are Additional Insured as respects to General Liability and Automobile Liability as required by written contract. General Liability & Automobile Liability coverage is afforded on a Primary & Non-contributory basis as required by written contract.

CERTIFICATE HOLDER

claird@bhamgov.org

City of Birmingham
Attn: Finance Director
PO Box 3001
151 Martin Street
Birmingham, 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

Alan Chandler/V92 Alan P. Chandler

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