

City of Marquette, MI



Meeting Agenda City Commission

**Monday, March 14, 2022
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment

Nathan Frischkorn, Planning Commission appointment to the Board of Zoning Appeals, for a term ending 02-15-23

Michelle Metz, Housing Commission, for a term expiring 06-14-26

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Presentation(s)

2. Guardian of the Quarter, Marlee Heslip

3. Marquette Area Wastewater Treatment Advisory Board, by Chair Brad Johnson

4. Consent Agenda

4.a. Approve the minutes of the February 28, 2022 Commission work session

4.b. Approve the minutes of the February 28, 2022 regular Commission meeting

4.c. Approve the total bills payable in the amount of \$1,130,352.37

4.d. Bridge Loading Analysis

4.e. Construction Materials Testing Services for 2022 City Construction Projects

4.f. Hypochlorite Generator Cell Replacement

4.g. KBIC Funding for the Community Foundation of Marquette County

4.h. KBIC Funding for the Hospitality House of the Upper Peninsula, Inc.

4.i. Peninsula Fiber Network Agreement

4.j. Request for License to Use City Property Adjacent to 122 N. Third Street

4.k. Sault Ste. Marie Tribe of Chippewa Indians Funding for the Community Foundation of Marquette County

4.l. Schedule Public Hearings for Fire and Life Safety Ordinances

4.m. Schedule Public Hearings for Recreation Grants

New Business

5. City Commission Sub Committee

6. Kids Cove Playground Update and Budget Amendment

7. MiNextCities

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Presentation(s)

Guardian of the Quarter, Marlee Heslip

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

Approve the minutes of the February 28, 2022 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Feb. 28 WS Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Monday, February 28, 2022

4:30 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Announcements

Mayor Smith had no announcements.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

There were no public comments at this point.

1. Water, Sewer and Stormwater Rate Discussion

Collin Drat, from Raftelis, joined the meeting via video conferencing and offered a presentation to the City Commission, focused on affordability of utility rates and strategies for planning ahead.

The presentation focused on the pros and cons of various strategies for assessing affordability, as well as on the importance of prudent planning and supporting customer assistance programs.

Following the presentation, City Manager Karen Kovacs said staff was hoping to get some City Commission feedback on the presentation and the future plans for utility rates.

Discussion ensued, with Commissioners generally indicating that they would like to see a rate plan with a longer time horizon, as that would allow for more consistency for both the City and residents.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

There were no public comments.

Adjournment

Mayor Smith adjourned the meeting at 5:53 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

Approve the minutes of the February 28, 2022 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Feb. 28 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, February 28, 2022
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Approval of the Agenda

Commissioner Fred Stonehouse moved to Approve the agenda as presented, seconded by Commissioner Sally Davis and Carried Unanimously.

Announcements

Mayor Smith had no announcements.

Boards and Committees

1. Appointment

Nathan Frischkorn, Planning Commission, for an unexpired term ending 02-15-25

Commissioner Jenn Hill moved to Approve the appointment as listed, seconded by Commissioner Evan Bonsall and Carried Unanimously.

2. Reappointments

Kristina Behrens, Marquette Public Art Commission, for a term expiring 02-26-25
Mark Schneider, Board of Review, for a term expiring 02-01-25

Commissioner Jessica Hanley moved to Approve the re-appointments as listed, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Margaret Brumm voiced concerns with various aspects of the memorandum of understanding listed on tonight's agenda.

Tony Boyle discussed the MOU and said he was expecting more detail in the document. Mike Smith discussed the benefits of utilizing a prevailing wage on a large-scale project.

3. Consent Agenda

Commissioner Sally Davis moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

3.a. Approve the minutes of the February 14, 2022 regular Commission meeting

3.b. Approve the minutes of the February 14, 2022 special Commission meeting

3.c. Approve the total bills payable in the amount of \$770,802.99

3.d. Computer Replacement Lease Agreement

3.e. KBIC Funding for the U.P. Children's Museum

3.f. Michigan Statewide Authoritative Imagery and LiDAR Program

3.g. Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum

New Business

4. Iron Ore Heritage Recreation Authority Millage - Roll Call Vote

Commissioner Fred Stonehouse moved to Approve the resolution supporting the City of Marquette's participation in the Iron Ore Heritage Recreation Authority and their upcoming ballot initiative, and authorize the Mayor to sign the resolution, seconded by Commissioner Jenn Hill and Carried Unanimously by Roll Call Vote.

5. Memorandum of Understanding- Former Hospital Redevelopment

Commissioner Fred Stonehouse moved to Approve the Memorandum of Understanding and authorize the Mayor and City Clerk to sign, seconded by Commissioner Sally Davis.

Commissioner Stonehouse called this proposal a once-in-a-century project to renovate the abandoned hospital structure, which has been largely vacant for several years.

Discussion ensued, with commissioners and staff talking about the nature of the MOU, City requirements relative to the partnership, the City's prevailing wage policy, affordable housing definitions, shared goals, project timelines and next steps.

Commissioner Hanley said that in addition to generating future tax revenue and providing a mechanism for remediating and developing the former hospital, this project would include direct public benefits and infrastructure improvements worth more than what is currently being paid in taxes on the property.

Mayor Pro Tem Cody Mayer then moved to amend the motion on the floor, to approve the Memorandum of Understanding, with the addition in Section 2(b)iii of a new item M: "Employment of apprenticeships through a licensed regional trades

program."

This motion carried 6-1, with Commissioner Sally Davis voting against it.

The Commission then voted on the main motion: to Approve the Memorandum of Understanding, as amended, and authorize the Mayor and City Clerk to sign. This motion carried unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Margaret Brumm took a picture of those present and said Commissioners will be unable to deny that they voted tonight to approve the MOU, which she said should have been negotiated differently.

Sheryl Feldman agreed with integrating local labor if possible. She voiced concerns regarding taxes, the cost of construction, and the ability of the workforce in the City to be able to afford housing.

Brian Kerrigan spoke about concerns on the timeline for the hospital project, as well as City commitments. He discussed equitable development, local work opportunities and dynamics created through previous large developments.

Tony Boyle talked about due diligence, Northern Michigan University and Duke LifePoint.

Michelle Metz said she is happy about the MOU, but that she shares the concerns mentioned tonight. She said there are a lot of people in the community who cannot afford to pay more for their housing and they shouldn't have to live in Ishpeming or Negaunee.

Matt Luttenberger said people who speak during public comment may not appreciate being publicly associated with their place of employment. He also talked about ideas for activities that may work in Lakeview Arena during the hockey off-season.

Comments from the Commission

Commissioner Davis said she appreciated the public engagement tonight, and she congratulated the Marquette Police Department on the recent re-accreditation with the Michigan Enforcement Accreditation Commission, and praised the leadership of Captain Grim and Officer Calzetta.

Commissioner Hanley provided clarifying information on some portions of the proposal for the old hospital. She said she is concerned that there are a lot of misconceptions on brownfield financing and this proposal provides several benefits to the City.

Mayor Pro Tem Mayer said the MOU is a good-faith document that will assist in efforts to obtain financing. He said this is a complicated project, but that he believes the NMU Foundation is being as transparent as possible.

Commissioner Hill talked about accountability, community benefit agreements, housing affordability and project timelines. She also thanked the local snow removal crews that have been dealing with the aftermath of a couple of large recent snow storms.

Commissioner Stonehouse said he supports the project discussed tonight in part because there has been no real interest in the hospital site in the years since it became largely vacant. He said NMU has more of an interest in finding affordable housing than maybe any institution in Marquette. He talked about public benefits that came from other brownfield projects in town, including roundabouts and road reconstruction, public boardwalks and the piers being built near the lower harbor. He also praised the UP200 and Meijer State Games of Michigan.

Commissioner Bonsall thanked everyone who attended tonight and shared opinions with the Commission. He discussed detailed of brownfield funding mechanisms and highlighted a need for people to be informed on this topic and for officials to effectively share this information.

Mayor Smith acknowledged the public feedback, and also offered praise on the recent UP200, as well as on the Meijer State Games of Michigan.

Comments from the City Manager

City Manager Karen Kovacs said her community office hours will be on March 9, which is the same day as the annual Pigs-N-Heat charity hockey game. She said the local plowing crews have been working nonstop and she hopes residents understand the effort they are putting in.

Adjournment

Mayor Smith adjourned the meeting at 7:48 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
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Agenda Date: 3/14/2022

Consent Agenda **Bridge Loading Analysis**

BACKGROUND:

The City of Marquette occasionally permits oversized and overweight loads to be transported through the City that meet the requirements of the City Code. To respond more efficiently to permit requests that involve bridge crossings, we are recommending that a consultant complete an analysis on Michigan design vehicles for allowable overweight loads based on various axle loadings. The City's current overweight load analysis data is limited. The bridges needing this updated analysis are:

1. County Road 550 Bridge crossing the Dead River
2. Lakeshore Boulevard Bridge crossing the Dead River
3. Lakeshore Boulevard arch culvert crossing the Whetstone Brook at Founders Landing.

Spicer Group was selected through an RFP process to inspect these bridges during the summer of 2021. Spicer Group submitted a proposal for this additional load analysis work at a cost of \$2,950.00. Staff recommends the selection of this firm based on their familiarity with the bridges and cost saving from the work that they have already completed that is needed for the analysis.

FISCAL EFFECT:

Funds for this work were included and approved in the FY 2022 budget.

RECOMMENDATION:

Approve the selection of Spicer Group of St. Johns, Michigan for professional services related to bridge load analysis as part of the Fiscal Year 2022 budget in an amount of \$2,950.00, and authorize \$1,000 in contingency funding for additional related work if required, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Professional Services Contract
- ▣ Spicer Proposal (Exhibit A)
- ▣ Insurance

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this 3/7/2022 between the City of Marquette, hereinafter called the "City" and Spicer Group, a Michigan corporation, hereinafter called "Consultant".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned the parties hereby agree as follows:

Article 1

Project Name

The name of the Project shall be City of Marquette Bridge Load Analysis.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to the City of Marquette dated January 19, 2022 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is June 1, 2022.

Article 4

Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to

each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$2,950.00.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

INDEMNITY:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

FORCE MAJEURE:

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

INSURANCE:

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability

The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:

The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

PURCHASING AGENT DESIGNATION AND AUTHORITY:

Mikael Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Consultant.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Signed this 7 day of March, 2022.

OWNER

CITY OF MARQUETTE, OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT

SPICER GROUP

Wendy L. Kathrens
Wendy Kathrens
Witness

Richard D. Kathrens
By: Richard D. Kathrens
Its: Project Manager
1400 2800 Drive
Address: St. Johns, MI 49079
Telephone #: 517-749-4274

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs
City Manager

Suzanne C. Larsen
City Attorney



January 19, 2022

Mik Kilpela, City Engineer & Jim Compton, Hydrology Engineer
City of Marquette
1100 Wright Street
Marquette, MI 49855

RE: Bridge Load Analysis for 3 City Bridges
City of Marquette

Mik:

This document contains Spicer Group's proposal for Bridge Load Analysis to assist the City of Marquette in determining whether to permit Overload Vehicles.

Project Understanding / Scope of Services

Spicer Group is MDOT prequalified for Bridge Load Rating Analysis, and we are pleased to provide you with a proposal for our services as outlined in this letter agreement.

Spicer's proposed services follow. This proposal will remain valid for 30 days.

During the Bridge Load Rating Evaluation phase, we will:

- Request City of Marquette typical Overload permit requests and determine if MDOT's standard overload vehicles classification process would work for the City.
- Develop an analysis model of the structures using AASHTO's Bridge Rating (BrR) or RISA 3D software.

Note: The shop drawings for the STR 13623 (ConSpan Culvert) would be needed to verify the capacity of this structure. If shop drawings are not available, assumptions for the internal reinforcement would be made based on experience with similar size structures of this type.

- Determine allowable overloads for each bridge.
- Prepare the report with information to allow the City to evaluate whether to issue permits for overload requests.

Cost Schedule

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services. If the fee is a lump sum, the amount will be based on the proportion of work completed during the billing period.

1. STR 6557, County Road 550 over Dead River	Lump Sum	\$ 710.00
2. STR 6624, Lakeshore Blvd. over Dead River	Lump Sum	\$ 710.00
3. STR 13623, Lakeshore Blvd. over Whetstone Creek	Lump Sum	\$ 1250.00
4. Summary Report of Results and Recommendations	Lump Sum	\$ <u>280.00</u>
TOTAL		\$ 2950.00

Stronger. Safer. Smarter. Spicer.

We have calculated these fees based on our understanding of the project. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

Project Schedule

- We anticipate this project to take no longer than 45 days once the proposal is accepted.
- We will complete final reporting and provide documentation to the City within 30 days of the accepted work. As requested, we can update the values in MiBRIDGE to be consistent with the load rating values determined.

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



Shawn P. Middleton, P.E., CFM
Principal



Richard D. Kathrens, P.E.
Project Manager

SPICER GROUP, INC
1400 Zeeb Drive
St. Johns, MI 48879
Phone: (989) 224-2355
Cell: (517) 749-4274
E-mail: rich.kathrens@spicergroup.com

Attachments:

- General Conditions

Cc: SGI File 131854SG2022

Above proposal accepted and approved
by Owner.

CITY OF MARQUETTE

By: _____
Authorized Signature

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 - Section Removed.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.3 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a minimum reserve in the amount of not less than 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.4 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Services of this Agreement.

3.5 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The PROFESSIONAL and its personnel have no authority to exercise

any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL, and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.6 Construction Observation. The PROFESSIONAL shall visit the site, if authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

3.8 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.9 Construction Layout. If requested by the Owner, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL. The cost for resetting the stakes be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL if Owner elects to do so, the Owner may look to the Contractor to pay the additional expense for restaking.

3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.11 Buried Utilities. OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2022

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 Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800)969-4041 FAX (A/C, No): (800)969-4081 E-MAIL ADDRESS: certs@pciaonline.com																					
INSURED Spicer Group, Inc. 230 S Washington Ave Saginaw MI 48607	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Indem. Co of America</td><td>25666</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity Co. of CT</td><td>25682</td></tr><tr><td>INSURER D:</td><td>Travelers</td><td>25682</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indem. Co of America	25666	INSURER B:	Travelers Indemnity Co	25658	INSURER C:	Travelers Indemnity Co. of CT	25682	INSURER D:	Travelers	25682	INSURER E:			INSURER F:		
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INSURER E:																						
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COVERAGES**CERTIFICATE NUMBER: 22-23****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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X, C, U ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		6806H0070012247	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			8103R4304652247	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP6C50490622	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB9J10139522	1/1/2022	1/1/2023	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Pollution Liability			106428805	1/1/2022 1/1/2022	1/1/2023 1/1/2023	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

City of Marquette is named as Additional Insured as respects to the General Liability Policy and would apply so long as required within a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette 850 W. Baraga Avenue Marquette, MI 49855	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 Mike Cosgrove/KATHRY <i>Michael Cosgrove</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD281 0205: PROFESSIONAL SERVICES EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services:

1. Inspection, supervision, quality control, architectural, engineering, or surveying activities done by or for you on a project on which you serve as construction manager.

2.

3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability: This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" due to the rendering of or failure to render any professional service. This endorsement will be shown in the Declarations

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring,

GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 680-6H007001-22-47
ISSUE DATE: 03/07/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD281 0205: PROFESSIONAL SERVICES EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

employment, training or monitor- ing of others by that insured.

CG D2 81 02 05

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its permission

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

Construction Materials Testing Services for 2022 City Construction Projects

BACKGROUND:

Construction materials incorporated into municipal projects require testing to ensure conformance with project specifications. City Engineering Technicians are certified in the testing of some materials, but some testing is beyond the scope of the Engineering Division and City owned testing equipment.

A request for proposals for construction materials testing was advertised. One firm responded. The proposal was evaluated to ensure that the scope of services meets City needs and that prices were reasonable and similar to recent years.

FISCAL EFFECT:

\$18,000 is included within the approved FY 2022 budget for this purpose. Sufficient funds for testing services are identified for each project.

RECOMMENDATION:

Approve the construction materials testing Professional Services Contract for 2022 construction projects with GEI Consultants of Michigan, P.C. for an amount not-to-exceed \$18,000, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Professional Services Contract
- ▣ Consultant Proposal - Exhibit A
- ▣ Insurance

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ between the City of Marquette, hereinafter called the “City” and GEI Consultants of Michigan, P.C., a Michigan professional service corporation, hereinafter called “Consultant”.

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned the parties hereby agree as follows:

Article 1

Project Name

The name of the Project shall be Construction Materials Testing Services 2022.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the City of Marquette dated February 18, 2022 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is December 1, 2022.

Article 4

Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done

on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$18,000.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

INDEMNITY:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

FORCE MAJEURE:

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

INSURANCE:

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability

The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a “Claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:

The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

PURCHASING AGENT DESIGNATION AND AUTHORITY:

Mikael H. Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Consultant.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Signed this _____ day of _____, 2021.

OWNER

CITY OF MARQUETTE, OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT

GEI Consultants of Michigan, P.C.

Witness

By: Chris R. Allen

Its: Vice President

Address: 109 W. Baraga Ave., Marquette, Mi
49855

Telephone #: 906-284-9044

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

Consulting
Engineers and
Scientists

February 18, 2022
Proposal No. 610043

Mr. Mikael Kilpela
City of Marquette Engineering Department
Municipal Service Center
1100 Wright Street
Marquette, Michigan 49855
mkilpela@marquettemi.gov

**RE: Proposal for Construction Material Testing Services 2022
Marquette, Michigan**

Dear Mr. Kilpela:

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide the City of Marquette (City) with this proposal to perform materials testing services. Included in this proposal is our scope of services, labor rates, and unit price rates. We have generated our scope of services and cost estimates based on our understanding of the project as stated in the Request for Proposals (RFP) received from the City of Marquette.

Introduction

Since 1970, GEI has provided a broad array of geotechnical, environmental, civil, and ecological science and engineering consulting services to clients nationwide. Our Midwest offices are currently in the states of Michigan, Illinois, and Wisconsin, consisting of approximately 235 full-time staff members, many of which are highly experienced geotechnical engineers and materials testing technicians that have extensive local experience in Marquette.

Our Marquette office also houses our primary Midwest AMRL/AASHTO accredited, and Army Corp of Engineers validated materials testing laboratory, which provides a broad range of soil and concrete testing services.

The specific GEI office locations are as follows:

Marquette, Michigan – Responsible Office

109 W. Baraga Avenue
Marquette, MI 49855
Phone (906) 451-4021
Fax (847) 984-3532

Green Bay, Wisconsin

3159 Voyager Drive, Suite A
Green Bay, WI 54311
Phone (920) 455-8200
Fax 847.984.3532

Iron Mountain, Michigan

617 N. Stephenson Avenue, Suite 110
Iron Mountain, MI 49801
Phone (906) 828-9303
Fax (847) 984-3532

Madison, Wisconsin

406 Science Drive, Suite 404
Madison, WI 53711
Phone (608) 620-1764
Fax 847.984.3532

Iron River, Michigan

990 Lalley Road
Iron River, MI 49935
Phone (906) 214-4140
Fax (906) 214-4141

Vernon Hills, Illinois

400 N. Lakeview Parkway
Vernon Hills, IL 60061
Phone (847) 984-3401
Fax (847) 984-3532

Lansing, Michigan

401 South Washington Sq, Ste 103
Lansing, MI 48933
Phone (517) 803-4600
Fax (847) 984-3532

Plymouth, Michigan

9282 General Drive, Suite 180
Plymouth, MI 48170
Phone (734) 680-1600
Fax (847) 984-3532

Statement of Project Understanding

Based on the RFP, we understand the City of Marquette has the following projects planned for the 2022 construction season:

- Front Street watermain crossings (in conjunction with MDOT US41 work);
- Lakeshore Boulevard Phase II;
- 200 Block of East Baraga;
- Sidewalk Repair, Replacement;
- SIMP and Sanitary Sewer Lateral Replacements; and
- Other projects if they become available.

The City intends to retain a materials testing consultant to provide on-call services on an as-needed basis throughout the course of the projects. Based on our employees' previous experience with these types of services for the City, we anticipate that the City of Marquette's on-site inspector for each project will contact us as needed to schedule our services.

Scope of Services

Based on our review of the RFP, the following scope of services will likely be needed for the City's 2022 projects:

- Laboratory Concrete Testing
- Laboratory Soil and Bituminous Testing
- Field Testing of Cast-in-Place Concrete
- Michigan Cone Compaction Testing of Utility Trench Backfill, Subgrade Materials, Granular Subbase and Aggregate Base Materials
- Hot Mix Asphalt (HMA) Density Testing

Testing will be performed in accordance with MDOT and/or the City of Marquette requirements. Materials testing services are anticipated to consist of field concrete testing, compaction testing on utility trench backfill, subgrade material, subbase, and aggregate base materials. Compaction testing is also anticipated to be performed on HMA. We anticipate laboratory testing will include concrete compressive strength testing, soil grain size analyses, and extraction/gradation of HMA materials.

The GEI laboratory performing the lab testing is housed in our Marquette, Michigan office. The Marquette laboratory is AMRL/AASHTO accredited, Army Corp of Engineers validated and is registered with the State of Michigan to perform laboratory concrete testing.

Upon arrival to the construction site, GEI technicians will coordinate with the City's project inspector to confirm the items to be observed and/or tested. After performing the field work, the technician will provide verbal results to the City representative prior to returning to the office. When applicable, the technician will also transport the appropriate samples to the laboratory during each visit. During construction site visits, GEI technicians will be completing Daily Field Reports, which will summarize observations and tests conducted during the site visit.

Field and laboratory test results will be submitted by transmittal as they become available. Deliverables will be addressed to you and, with your approval, can also be sent to the appropriate project team members. The services provided will be supervised by a Registered Professional Engineer.

Project Personnel

This project will be supervised by Mr. Chris Abraham, P.E. Mr. Abraham is a licensed Professional Engineer in Michigan and has over 24 years of experience in testing, managing, and overseeing large CQA projects. The day-to-day project activities will be managed by Mr. Jake Paquet, EIT. He will provide coordination, review daily field reports, and test results, and distribute results to the appropriate parties. Our field services will be provided by our experienced staff of technicians. Resumes for Messrs. Abraham and Paquet are attached to the proposal for your review. Other resumes can be provided upon request.

Our staff listing, applicable certifications and contact information for the staff anticipated to be involved with this project is provided below:

Staff Title	Staff Name	Phone Number	MDOT/ACI Concrete Cert.	MDOT Density Cert.	MDOT Aggregate Base Cert.
Project Supervisor	Chris Abraham, P.E.	(906) 284-9044	-	-	-
Laboratory Manager	Sarah Synnestvedt, EIT	(586) 292-0538	Level II	Yes	Yes
Assistant Project Manager	Jacob Paquet	(906) 458-2295	Level I	Yes	Yes
Engineering Technician	Bruce Peterson	(906) 869-0454	Level I	Yes	Yes
Engineering Technician	Josh Eckert	(608) 449-6585	Level I	Yes	Yes
Engineering Technician	Tom LaFave	(906) 362-1328	Level I	-	Yes
Engineering Technician	Tye Pennala	(810) 819-0100	Level I	-	-
Engineering Technician	Joseph Roell	(906) 282-6488	Level I	-	-

Project Costs

Our services will be billed on a time-and-expense basis utilizing the rates included on the attached "2022 City of Marquette Testing Services Request for Proposals" spreadsheet. Invoices for work performed will be sent on a monthly basis. The final invoice will be provided to the City of Marquette no later than December 1, 2022. Invoices will be itemized by services performed on a project basis.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call Chris Abraham at (906) 284-9044 if you have any questions.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Jacob Paquet, E.I.T.
Assistant Project Manager



Chris R. Abraham, P.E.
Branch Manager/Senior Consultant

JP/CRA:lmc

Enclosures:

- 2022 City of Marquette Testing Services Request for Proposals Spreadsheet
- Team Member Resumes
- Marquette Laboratory AMRL/AASHTO Certification
- Marquette Laboratory ACOE Validation

2022 City of Marquette Testing Services Request for Proposals Spreadsheet

2022 City of Marquette Testing Services Request for Proposals

Company: GEI Consultants of Michigan, P.C.

Service	Rate	Comments*
1) Technician rate	\$61/hour	Technicians performing the work will be licensed to operate a Nuclear Density Gauge and will also hold ACI and MDOT Concrete Testing certifications.
2) Mileage	N/C	Mileage will not be charged for work performed within the Marquette City limits.
3) Compaction		
Michigan Cone Test	N/C	The cost of this test is included in the Technician hourly rate.
Density Nuclear Gauge	N/C	The cost of this test is included in the Technician hourly rate.
4) Concrete		
Field Testing	N/C	The cost of this test is included in the Technician hourly rate.
Compressive Strength	\$21/cylinder	For specimens that undergo compressive strength testing only.
Hold	\$10/cylinder	Hold or Spare cylinders that are not tested will be charged at this rate.
		(Field Testing Line Item Includes air, slump, and cylinders)
5) Aggregate		
Sieve Analysis - Sand	\$103/test	
Sieve Analysis - Gravel	\$133/test	
6) HMA		
Extraction with Gradation	\$360/test	Includes crush count
Density Nuclear Gauge	N/C	The cost of this test is included in the Technician hourly rate
7) Reporting		
Administration Staff	\$61/hour	Describe Reporting: Reports will generally be prepared by the Project Manager with assistance from Administrative Staff as necessary.
Project Manager	\$95/hour	All reports will be reviewed by a licensed Professional Engineer prior to transmittal.
8) Expenses	Cost +10%	List Expenses: There are no expenses anticipated for this project.
9) Overtime		
Over 8 hours	1.25 x hourly rate	
Saturdays	"	
Sundays/Holidays	"	
10) Other*	N/A	

* Use this space and other blank lines to include any other information needed to clarify services, rates, etc.

Team Member Resumes

Chris R. Abraham, P.E.
Project Manager

Chris Abraham is a Project Manager with geotechnical engineering experience providing overall project management, geotechnical engineering analysis, foundation subgrade evaluations, and design and construction recommendations to a wide variety of clients. He has managed subsurface exploration programs and prepared geotechnical engineering analysis reports for clients in the municipal, commercial, industrial, and transportation market sectors.

Mr. Abraham also has a wealth of experience in the construction quality assurance and quality control field of materials testing and construction oversight. He has performed or managed staff performing materials testing and construction oversight services such as caisson construction observation, driven pile observation, foundation subgrade observation and testing, field compaction testing of structural fill materials, site balancing observation and testing, concrete, mortar and grout testing, structural steel observation and testing, and sprayed fire resistive material observation and testing.

PROJECT EXPERIENCE

Soo Locks Approach Wall Construction, Kokosing Alberici LLC, Sault Ste. Marie, MI. Project Manager.

Boney Falls Hydroelectric Project PMF and Seepage Improvements Upper Peninsula Power Co., WEC Energy Group Company (Integrys), Cornell, MI.

Beaver Dam Breach Mitigation and Seepage Assessment, Energies, Crystal Falls, WI.

Cataract Penstock Replacement Project, Renewable World Energies, Marquette County, MI.

Cataract Hydroelectric Project, Renewable World Energies Operations, LLC, Gwinn, MI. Project Manager.

Humboldt Mill Rail Spur Assessment, A Lindberg & Sons, Inc., Marquette County, MI. Project Manager.

Coarse Ore Storage Building, A Lindberg & Sons, Inc., Humboldt, MI. Project Manager.

Moccasin and Holm Penstock Condition Evaluation, CH2M HILL, Inc., San Francisco Public Utilities Commission, Tuolumne County, CA.

Boney Falls Dam Seep Investigation, Upper Peninsula Power Co., WEC Energy Group Company (Integrys), Cornell, MI.



EDUCATION

B.S., Civil Engineering, Michigan Technological University

EXPERIENCE IN THE INDUSTRY
20 years

EXPERIENCE WITH GEI
9 years

REGISTRATIONS AND LICENSES

Professional Engineer, WI No. 42133
Professional Engineer, MI No. 6201054903
Professional Engineer, KS No. 22605

CERTIFICATIONS

Mine Safety and Health Administration (MSHA)

PROFESSIONAL ASSOCIATIONS

American Society of Professional Engineers (ASPE)

Orchard Beach State Park Erosion Control and Geotechnical Study, State of Michigan Department of Technology, Management, and Budget, Manistee, MI.

Project Hoover Switch, Inc., Switch, Inc., Atlanta, GA.

Crystal Falls Rehabilitation Project, City of Crystal Falls, Crystal Falls, MI. Project Manager.

Alliant Prairie du Sac Dam Spillway Remediation Final Design, Nicholson Construction Company, Wisconsin Power & Light, Prairie du Sac, WI.

Intermountain Power Station Coal Ash Impoundment Inspection and Dam Safety Assessment, U.S. Environmental Protection Agency, Kansas and North Dakota.

High Falls Hydroelectric Project, WEC Energy Group Company (Integrus), Marinette County, WI.

Silo, Western Lime Corporation, Gulliver, MI. Project Manager.

Marquette Hospital Transportation Improvement Project, DLZ Michigan, Inc., Michigan Department of Transportation (MDOT), Marquette, MI. Project Manager and project engineer responsible for performing the geotechnical evaluation along approximately 1 mile of US-41 and associated City of Marquette streets. The project entails the construction of three new roundabouts, two new culvert crossings, numerous new light pole bases, and changes to the existing alignment along the MDOT right-of-ways and associated side streets. The scope of services included coordinating the drilling program and generating a geotechnical report complete with culvert and light pole foundation design and construction recommendations.

Eagle Mine Cemented Rock Backfill Testing Services, Marquette County, MI. Project Manager and project engineer responsible for overseeing and coordinating the Cemented Rock Fill quality control testing for material used to backfill stopes within the underground mine that had been successfully mined. Services also included developing concrete mix designs and performing trial batches at the laboratory to determine the functionality of the mix.

Michigan Department of Transportation (MDOT) US-2 Bridge Reconstruction Concrete Testing Services, Escanaba, MI. Project Manager and project engineer responsible for overseeing and coordinating the concrete quality control testing related to the reconstruction of a large, four-lane bridge over the Escanaba River.

Keweenaw Bay Indian Community Casino Expansion, Champion, Inc., Marquette, MI. Project Manager and project engineer. Responsible for developing, coordinating, and overseeing the subsurface exploration and providing the geotechnical design and construction recommendations during the design phase of the project. The project entailed a large expansion to the existing casino, a new hotel, and a new water tower. Additional services also included directing and coordinating field construction monitoring services, including compaction testing of structural fill, foundation subgrade observation and testing, concrete and masonry testing, and structural steel observation and testing.

Alpena Airport Hangar, Burns & McDonnell, Alpena, MI. Project Manager responsible for developing, coordinating, and overseeing the subsurface exploration and providing the geotechnical design and construction recommendations during the design phase of the project. The project entailed a large, new airport hangar being constructed to house US Military aircraft.

Smyrna Retail Center Rock Wall Mapping Project, Kimley Horn Associates, Inc., Smyrna, MI. Project Manager and project engineer. Responsible for overseeing the geologic hazard mapping services for a large rock outcrop near the existing commercial retail structure. At the completion of the rock mapping activities, a report was issued providing our analysis of the rock wall and recommendations for preventative measures in the areas where rock fall was a concern.

Michigan Department of Transportation (MDOT) Transportation Improvement Concrete Testing Services, Marquette, MI. Project Manager and project engineer responsible for overseeing the concrete quality control testing along approximately 1 mile of US-41 and associated City of Marquette streets.

Marquette Meijer Superstore Project, Rockford Construction, Marquette, MI. Project Manager and project engineer. Responsible for directing and coordinating field construction monitoring services, including compaction testing of structural fill, foundation subgrade observation and testing, concrete and masonry testing, and structural steel observation and testing.

Marquette Hospital Relocation Project, Skanska/Closner, Marquette, MI. Project Manager and project engineer. Responsible for directing and coordinating field construction monitoring services, including undercut observation and documentation, compaction testing of structural fill, foundation subgrade observation and testing, concrete and masonry testing, structural steel testing, and Sprayed Fire Resistive Material Testing and Firestop observation and testing.

Aldi Retail Store Project, Gestra Engineering, Inc., Escanaba, MI. Project Manager and project engineer. Responsible for directing and coordinating field construction monitoring services, including compaction testing of structural fill, foundation subgrade observation and testing, and concrete and masonry testing.

Calumet New Medical Building Project, Duke Lifepoint Hospital, Calumet, MI. Project Manager and project engineer. Responsible for directing and coordinating field construction monitoring services, including undercut observation and documentation, compaction testing of structural fill, foundation subgrade observation and testing, and concrete and masonry testing.

Heavy Haul Pavement Assessment and Analysis, Vic's Crane & Heavy Haul, Inc., Marquette, MI. Project Manager and project engineer. Responsible for developing, coordinating, and overseeing a pre- and post-haul pavement and utility assessment project along a designated route where three large natural gas generators, each weighing over 800,000 pounds, were planned to be transported. The project entailed performing observation of all the pavement and below grade utilities along the generator delivery route both before and after the delivery took place to document any newly caused distress to the pavement or utilities. It also included performing engineering analysis of the stresses on the existing below grade utilities to assess the risk of damage during the hauling activities.

Municipal Service Center, Champion, Inc., Marquette, MI. Project Manager and project engineer. Responsible for developing, coordinating, and overseeing the subsurface exploration and providing the geotechnical design and construction recommendations during the design phase of the project. Also responsible for directing and coordinating field construction monitoring services, including compaction testing, foundation subgrade observation and testing, concrete testing, and structural steel testing.

Wolf Creek Nuclear Power Plant Essential Service Water Project, Bechtel Power Corporation, Burlington KS. Project coordinator responsible for directing and coordinating field and laboratory construction monitoring services for a \$600M nuclear facility upgrade project. Was responsible for building and maintaining a full-service soils and concrete testing laboratory to service the project. The laboratory was staffed with as many as six technicians during peak construction and was in operation 24 hours per day, seven days a week for nearly two years. Services provided included compaction testing, foundation subgrade observation and testing, and concrete, grout, and mortar testing. Staff for this project were also responsible for developing and trial batching new concrete mix designs for the project.

Colbert Fossil Plant Ash Pond No. 4 East Dike Seismic Improvement Project, Tennessee Valley Authority, Tuscumbia, AL. Project coordinator responsible for directing and coordinating field construction monitoring services for construction of Deep Mix Method (DMM) walls to stabilize approximately 3100 feet of

foundation alluvium and wet sluiced ash dike material. Services Mr. Abraham's staff provided included DMM drill rig construction observation and documentation, observation of dike raising construction activities, compaction testing, and soil-cement mixture sampling and testing.

Cell 9 Landfill Construction, Georgia-Pacific Corporation, Savannah, GA. Project coordinator responsible for directing and coordinating field construction monitoring services for construction of a new 60-acre landfill and liner cover. Services included compaction testing, geo-membrane liner installation observation, and inspection and laboratory testing of materials used during the project.

Callaway Nuclear Plant Flex Building, Planet Forward Energy Solutions, Ameren, Fulton, MO. Project coordinator responsible for directing and coordinating field construction monitoring services, including compaction testing, foundation subgrade observation and testing, and concrete testing.

Twin Falls Powerhouse, Black & Veatch Corporation, Iron Mountain, MI. Project Manager responsible for coordinating and performing the instrumentation installation and monitoring during rock blasting activities. Also developed and managed the project budget and was responsible for directing and coordinating field construction monitoring services, including compaction testing, foundation subgrade observation and testing, and concrete testing for more than 16,000 cubic yards of concrete associated with dam and spillway construction and the new powerhouse.

Upper Peninsula Health Plan New Office Building Seismic Monitoring, Miron Construction Company, Inc., Marquette, MI. Project Manager and engineer. Responsible for developing and implementing a seismic monitoring program to monitor vibrations during soldier pile and lagging earth support system installation activities. The monitors continuously recorded vibrations near existing structures during pile installation. A summary report was provided at the end of the project.

Houghton Portage Township Schools Track and Parking Lot Reconstruction Project, Johnson Controls, Inc., Houghton, MI. Project Manager and engineer. Responsible for developing and implementing a soil boring exploration program to evaluate the existing subgrade conditions within both the track and field and parking lot areas at the school. At the completion of the exploration, the results of the exploration were evaluated, and pavement design and reconstruction recommendations were provided for each entity.

Eagle Mine Pavement Evaluation, Eagle Mine LLC, Marquette County, MI. Project Manager and engineer. Responsible for developing and implementing a pavement analysis program to evaluate the performance and anticipated lifespan of Portland Cement Concrete Pavement currently in use at the mine. Site specific evaluations were performed including AASHTO and Finite Element Analysis of the existing reinforced and non-reinforced pavement and the underlying subgrade.

City of Marquette Materials Testing Services to 2011-2016 and 2018, Marquette, MI. Project Manager for each season's project. Responsible for directing and coordinating field construction monitoring services, including compaction testing on soil and bituminous materials, field and laboratory concrete testing, and laboratory soil testing.

Marquette General Hospital Replacement Facility, Lifepoint Hospitals, Marquette, MI. Project Manager and project engineer. Responsible for developing, coordinating, and overseeing the subsurface exploration and providing the geotechnical design and construction recommendations during the design phase of the project. The project entailed a new eight-story hospital, three-story medical office building, and three-story precast parking structure. Specialized pressuremeter testing was utilized during the subsurface exploration activities to further evaluate the subsurface soil conditions. This pressuremeter testing program allowed the foundations for each structure to be designed utilizing a higher bearing capacity resulting in smaller foundations and construction cost savings.

Best Buy Rock Wall Stabilization Project, Marquette, MI. Project Manager and project engineer. Responsible for overseeing the geologic hazard mapping services for a large rock outcrop near the existing commercial structure. At the end of the rock mapping activities, analysis, and reporting, high hazard areas of the rock outcrop were removed under the observation of GEI field engineers. After removing the high hazard areas of rock, Mr. Abraham oversaw and managed the design and construction of a rock anchor system consisting of both passive and active anchors, parapet walls and rock fracture grouting and sealing to minimize the risk of future rock falls. All construction activities were overseen by Mr. Abraham's field engineers.

Hand Auger Probes – Seismic Study, Marquette County, MI. Project Manager and project engineer. Responsible for overseeing the advancement of hand auger probe boreholes to depths of up to 10 feet below the existing ground surface. Managed a staff of up to 10 technicians working seven days a week to perform approximately 2,000 boreholes and set casings in anticipation of the setting of charges to perform geophysical mapping activities in an area that was approximately 4.8 square miles in size.

Brookridge Heights Additions, Integrated Designs, Inc., Marquette, MI. Project Manager and project engineer. Responsible for performing the geotechnical evaluation for two new additions, including generating a geotechnical report complete with site balancing and development recommendations and foundation design and construction recommendations.

Numerous Michigan Department of Transportation (MDOT) Bridge and Highway Reconstruction Projects, Various Locations, Upper Michigan. Project Manager for dozens of projects over the past 10 years. Responsible for developing an MDOT Quality Control Plan for concrete testing services as well as coordinating technicians to perform the site concrete testing services in the field and the laboratory concrete testing.

M-38 Cofferdam Design, Hebert Construction Company, Ontonagon County, MI. Project Manager. Responsible for overseeing the design of a sheet pile cofferdam to facilitate a bridge replacement project. The cofferdam was constructed within low strength soils and designed in a manner to support a temporary road and bridge to maintain traffic during the bridge reconstruction project.

Veterans Administration Hospital Surgery Addition and Renovation Project, Affiliated Western, Inc., Iron Mountain, MI. Project Manager and project engineer. Responsible for coordinating and performing the subsurface exploration and providing the geotechnical design and construction recommendations during the design phase of the project. Also developed the project budget and was responsible for directing and coordinating field construction monitoring services, including compaction testing, foundation subgrade observation and testing, and concrete testing.

Ishpeming High School Addition and Renovation Project, Ishpeming, MI. Project Manager and project engineer. Responsible for coordinating and performing the subsurface exploration and providing the geotechnical design and construction recommendations during the design phase of the project. Also developed and managed the project budget and was responsible for directing and coordinating field construction monitoring services, including compaction testing, foundation subgrade observation and testing, and concrete testing.

Thomas Theatre, Champion, Inc., Marquette, MI. Project Manager and project engineer. Responsible for directing and coordinating field construction monitoring services, including compaction testing, foundation subgrade observation and testing, concrete testing, and structural steel testing for a new eight-screen theatre structure.

Meijer Superstore, Greenfield, WI. Project Manager and project engineer. Responsible for developing and managing the geotechnical evaluation for the new facility, including generating a geotechnical report complete with site balancing and development recommendations and foundation design and construction

recommendations. Due to challenging site conditions, belled caisson foundations extending below unsuitable fill and organic materials were recommended and designed for the project.

Biron Dam Boil, Wisconsin Rapids, WI. Served as project engineer and performed Quality Control Inspection Plan services on a grouting operation to reduce the flow of seepage water below a non-overflow section of concrete gravity dam. At the start of the project, the flow of water was approximately 230 gallons per minute (gpm), and at the completion of the grouting program, the flow was reduced to approximately 8 gpm.

Biron Dam Gate Inspection, Wisconsin Rapids, WI. As project engineer, performed visual gate inspection services as part of a two-person team on 22 existing radial gates. At the completion of the visual inspections, a summary report was prepared for inclusion in the 2010 Part 12 Dam Safety Inspection Report for this project.

Silver Lake Dam Reconstruction Project, Marquette County, MI. Project engineer. Responsible for overseeing field exploration activities including monitoring drilling operations with multiple drill rigs performing standard penetration testing and rock coring activities. Additional responsibilities included overseeing test pit operations to identify suitable borrow areas for embankment material. Also assisted with developing the project budget to implement the Quality Control Inspection Plan and served as the construction services coordinator responsible for directing and coordinating as many as four field technicians to perform field construction monitoring services, including observation and testing of foundations, embankments, reinforcing steel, and cast-in-place concrete. Also supervised the laboratory testing services required for this project.

Stevens Point Dam Gate Inspection, Stevens Point, WI. As project engineer, performed visual gate inspection services as part of a two-person team on 15 existing radial gates. At the completion of the visual inspections, a summary report was prepared for inclusion in the 2010 Part 12 Dam Safety Inspection Report for this project.

Humboldt Mine Processing Facility, Humboldt, MI. Project Manager and project engineer. Responsible for developing and implementing a soil boring exploration and geotechnical evaluation program at an abandoned raw ore processing facility during the process of reopening and expanding the facility to process and concentrate ore from the Eagle Mine site in Marquette County, Michigan. The exploration is currently on-going. Design and construction recommendations are anticipated to include both shallow and deep foundation recommendations for various new structures that will be constructed at the site.

Eagle Mine, Marquette County, MI. Project engineer. Responsible for developing and implementing a soil boring exploration program for various aspects of a new below surface mine that is proposed in northern Marquette County, Michigan. At the completion of the exploration, the results of the exploration were transmitted to the client and additional explorations are currently under consideration for surface structures that will be associated with the mine.

Marquette General Hospital, West Addition, Marquette, MI. Served as Project Manager and project engineer and developed project budget. Responsible for directing and coordinating field construction monitoring services, including compaction testing, foundation subgrade observation and testing, concrete testing, structural steel testing, and sprayed fire-resistant material testing. The project entailed the construction of a four-story addition to the existing hospital. Specialized pressuremeter testing was also performed at the beginning of the project to further evaluate site soil conditions. This additional testing allowed the foundations to be redesigned and a cost savings of approximately \$50,000 was realized by the hospital.

Upper Peninsula Medical Center, South Addition, Marquette, MI. Project Manager and project engineer. Responsible for coordinating and performing the subsurface exploration and providing the geotechnical design and construction recommendations during the design phase of the project. Also developed the project budget and was responsible for directing and coordinating field construction monitoring services, including compaction

testing, foundation subgrade observation and testing, and concrete testing. The project entailed the construction of a 4-story addition to the existing hospital.

Woodland Road, Marquette, MI. Project Manager and project engineer. Responsible for coordinating an extensive test pit and soil boring exploration program for a new 25-mile roadway through raw wilderness. The test pit exploration program consisted of performing test pits along the proposed alignment and within proposed borrow areas to evaluate the suitability of subgrade soils and borrow areas of use in the construction of the project. Additionally, soil borings were performed at seven separate proposed bridge locations along the alignment.

New Bell Memorial Hospital, Ishpeming, MI. Project Manager and project engineer. Responsible for performing a geotechnical evaluation of a heavily wooded 40-acre site with significant grade changes, including generating a geotechnical report complete with site balancing and development recommendations and foundation design and construction recommendations. Also developed the project budget and served as the Project Manager and engineer responsible for directing and coordinating field construction monitoring services, including observation and testing of site balancing activities, compaction testing on structural fill, foundation subgrade observation and testing, concrete testing, structural steel testing, and testing of sprayed fire resistive material testing.

LS&I Condos, Marquette, MI. Project Manager and project engineer. Responsible for coordinating the drilling services and generating the geotechnical reports complete with foundation, construction, and site development recommendations for a heavily loaded condominium facility. Specialized pressuremeter testing was performed to further evaluate this site due to challenging design criteria limitations, limited surface area for construction of new foundations, and other challenging site conditions. Also developed the project budget and was responsible for directing and coordinating field construction monitoring services, including observation of the removal of unsuitable soils, compaction testing on structural fill, foundation subgrade observation and testing, and concrete testing.

Jacob Paquet, E.I.T.
Staff Professional

Jacob Paquet is a Staff Professional in GEI's Marquette, Michigan, office with experience in construction observation services and materials testing and AutoCAD design activities. Mr. Paquet serves as a Field Technician performing foundation subgrade observation and testing, structural fill compaction testing, and concrete testing. He also has experience in laboratory materials testing. Mr. Paquet has experience in completing civil engineering designs, performing drawing edits within the AutoCAD and Civil 3D platforms.

PROJECT EXPERIENCE

Numerous MDOT Bridge Projects, Michigan DOT, Various Locations, Upper Michigan. Served as a field technician for many projects over the past two years. Responsible for testing concrete in the field and performing laboratory testing on cylinder specimens.

USAC Kaukauna Gate Replacement, Strata and USACOE, Kaukauna, WI. Served as a field technician testing concrete in the field in support of the construction of new fusegates.

TVA Coffeeville Substation Expansion, Tennessee Valley Authority, Coffeeville, MS. Provided material testing and construction observation activities including observation of proofroll activities, undercutting to remove unsuitable soils, and subgrade stabilization activities. Mr. Paquet also performed field density testing on the structural fill material used to balance the site. After the site was balanced, he observed the installation of stone columns per the engineer's design. All activities were documented daily with field observation reports, test reports and photographs.

TVA Weyerhaeuser Substation Expansion, Tennessee Valley Authority, Weyerhaeuser, MS. Provided material testing and construction observation activities including observation of proofroll activities, undercutting to remove unsuitable soils, and subgrade stabilization activities. Mr. Paquet also performed field density testing on structural fill material used to balance the site. All activities were documented daily with field observation reports, test reports and photographs.

California DWR – Oroville Spillway Recovery, Oroville, CA. Provided AutoCAD design support related to the reconstruction of the dam's earth embankment. Services included re-creating the dam's drawings from the 1960s in AutoCAD.

GEI Design Integration Initiative, Marquette, MI. Responsible for developing over 700 details in AutoCAD for use in GEI's Design Integration Initiative. The project consisted of developing and converting AutoCAD details from all regions and offices within GEI to GEI's design standards. After the details were fully completed, they were organized and uploaded onto GEI's server for use by designers company-wide.



EDUCATION

B.S., Civil Engineer, Michigan Technological University

EXPERIENCE IN THE INDUSTRY

2 years

EXPERIENCE WITH GEI

2 years

TRAINING AND CERTIFICATIONS

ACI Concrete Field Testing Technician Grade 1

ACI Concrete Strength Testing

MCA Concrete Level 1

OSHA 10 Hour Construction Program

American Red Cross CPR/AED

APNGA Portable Nuclear Gauge Safety &

U.S. D.O.T. Hazmat Certification

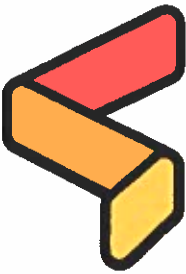
Thomson Development Spill Capacity Improvements, Duluth, MN. Provided AutoCAD design support for both phases of the project. Phase I of the project included developing design documents to raise the reservoir rim and stabilizing structures. Phase II is to develop designs to add additional spillway capacity.

Carp River Cofferdam Design, Marquette, MI. Provided AutoCAD design support for cofferdams designed to facilitate the design of a new bridge crossing.

Cedar Cliff Spillway Upgrade, Jackson County, NC. Provided AutoCAD design support for the structural design of new fusegates for in support of the spillway upgrade project.

Soo Locks Approach Channel Deepening, Sault Ste. Marie, MI. Provided AutoCAD design support for cofferdams designed in the support of the deepening of the upstream channel.

Marquette Laboratory AMRL/AASHTO Certification



AASHTO
ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION
OF STATE HIGHWAY AND
TRANSPORTATION OFFICIALS

AASHTO

GEI Consultants of Michigan, P.C.

in

Marquette, Michigan, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).


Jim Tymon,
AASHTO Executive Director


Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 05/19/2021 at 6:27 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



SCOPE OF AASHTO ACCREDITATION FOR:
GEI Consultants of Michigan, P.C.
in Marquette, Michigan, USA

Quality Management System

Standard:		Accredited Since:
R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	07/24/2015
C1077 (Aggregate)	Laboratories Testing Concrete and Concrete Aggregates	07/24/2015
D3740 (Soil)	Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	05/02/2016
E329 (Aggregate)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	05/02/2016
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	05/02/2016



AASHTO
ACCREDITED

SCOPE OF AASHTO ACCREDITATION FOR:

GEI Consultants of Michigan, P.C.

in Marquette, Michigan, USA

Soil

Standard:	Accredited Since:
D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	10/05/2018
D422 Particle Size Analysis of Soils by Hydrometer	07/24/2015
D698 The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	07/24/2015
D1140 Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve	10/05/2018
D1557 Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/24/2015
D2216 Laboratory Determination of Moisture Content of Soils	07/24/2015
D4318 Determining the Liquid Limit of Soils (Atterberg Limits)	07/24/2015
D4318 Plastic Limit of Soils (Atterberg Limits)	07/24/2015



SCOPE OF AASHTO ACCREDITATION FOR:

GEI Consultants of Michigan, P.C.
in Marquette, Michigan, USA

Aggregate

Standard:	Accredited Since:
C40 Organic Impurities in Fine Aggregates for Concrete	07/24/2015
C117 Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	07/24/2015
C127 Specific Gravity and Absorption of Coarse Aggregate	07/24/2015
C128 Specific Gravity (Relative Density) and Absorption of Fine Aggregate	07/24/2015
C136 Sieve Analysis of Fine and Coarse Aggregates	07/24/2015
C142 Clay Lumps and Friable Particles in Aggregate	07/24/2015
C702 Reducing Samples of Aggregate to Testing Size	07/24/2015
D75 Sampling Aggregate	07/24/2015



USACE CERTIFICATE
OF
LABORATORY VALIDATION



GEI Consultants of Michigan, PC
109 West Baraga Avenue
Marquette, MI,
Chris Abraham
(906) 451-4021

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:

16 JUN 2021 AT 14:24 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 02/16/2023

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: <https://mtc.erdcdren.mil>

A handwritten signature in black ink, appearing to read "Chad A. Gartrell".

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

AGGREGATE

Aggregate - C 40 - Opt - Organic Impurities
Aggregate - D 75 - Opt - Sampling
Aggregate - C 117 - Req - Material Finer than 75 µm (No. 200) Sieve
Aggregate - C 127 - Req - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Req - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 136 - Req - Sieve Analysis of Aggregates
Aggregate - C 142 - Opt - Clay Lumps
Aggregate - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 702 - Opt - Reducing Samples to Testing Size
Aggregate - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)

CONCRETE

Concrete - C 31 - Req - Making and Curing Test Specimens in the Field
Concrete - C 39 - Req - Compressive Strength of Cylindrical Specimens
Concrete - C 138 - Req - Unit Weight and Air Content by Gravimetric
Concrete - C 143 - Req - Slump
Concrete - C 172 - Req - Sampling
Concrete - C 231 - Req - Air Content by Pressure ***required if C173 not performed***
Concrete - C 470 - Opt - Molds for Forming Concrete Test Cylinders Vertically
Concrete - C 511 - Opt - Moist Cabinets, Moist Rooms, Water Storage Tanks
Concrete - C 1064 - Req - Temperature of Concrete
Concrete - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Concrete - C 1231 - Opt - Unbonded Caps

MASONRY

Masonry - C 109 - Req - Compressive Strength of Cement Mortars Using Cube Specimens
Masonry - C 1019 - Req - Sampling and Testing Grout

ROCK

Rock - D 4543 - Req - Preparing Rock Core Specimens and Determining Tolerances
Rock - D 7012 - Req - Compressive Strength & Elastic Moduli of Rock Core Specimens

SOILS

Soils - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 - Req - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 - Req - Particle Size Analysis
Soils - D 698 - Req - Compaction Characteristics by Standard Effort
Soils - D 1140 - Req - Material Finer than 75 μ m (No. 200) Sieve
Soils - D 1557 - Req - Compaction Characteristics by Modified Effort
Soils - D 2216 - Req - Water Content
Soils - D 3740 - Opt - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4318 - Req - Liquid & Plastic Limits & Plasticity Index
Soils - D 6938 - Req - Density and Water Content by Shallow Depth Nuclear Method



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2022

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 have **ADDITIONAL INSURED** provisions or 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 MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 Attn: Hartford.certrequest@Marsh.com	CONTACT NAME: Alicia M. Lynde PHONE (A/C, No, Ext): 860-709-7498 E-MAIL ADDRESS: Alicia.M.Lynde@marsh.com	FAX (A/C, No):
INSURED GEI Consultants, Inc (4300) dba GEI Consultants of Michigan P.C. 109 West Baraga Ave Marquette, MI 49855	INSURER(S) AFFORDING COVERAGE	
CN102051728-GEI1-GAWUP-22-23	INSURER A : National Union Fire Ins. Co. of Pittsburgh, PA	NAIC # 19445
	INSURER B : Navigators Specialty Insurance Company	36056
	INSURER C : AIU Insurance Co	19399
	INSURER D : Allied World Surplus Lines Insurance Company	24319
	INSURER E : Allied World Assurance Company (U.S.) Inc.	19489
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-010839791-09 **REVISION NUMBER:** 0

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL 518-02-76	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 296-17-05 (AOS) CA 296-17-04 (MA) \$5,000 Medical Payments - ea.person	03/01/2022 03/01/2022	03/01/2023 03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$250/\$250
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NY22EXRZ0AQL4IC	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A 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	WC 012-01-6047 (AOS) WC 012-01-6046 (CA)	03/01/2022 03/01/2022	03/01/2023 03/01/2023	☒ PER STATUTE ☐ 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
D	A&E CONTR. PROF LIAB.			0312-7531	03/01/2022	03/01/2023	Each Claim / Aggr. 1,000,000
E	CONTR. POLLUTION LIAB.			0312-7536	03/01/2022	03/01/2023	Each Claim / Aggr. 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1803506 The certificate holder (City of Marquette) is an additional insured on the General, Automobile, Contractors Pollution and Excess Liability policies where required by written contract or agreement subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Marquette 300 W. Baraga Avenue Marquette, MI 49855	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 <i>Marsh USA Inc.</i>
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ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. CA 296-17-05 issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

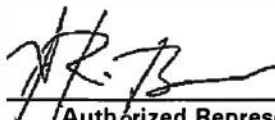
SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01A.M. 03/01/2022 forms a part of

policy No. CA 296-17-05 issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

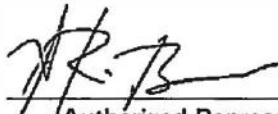
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

Policy No. CA 296-17-05 issued to GEI CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

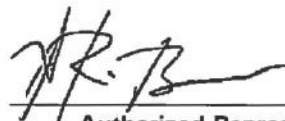
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. CA 296-17-05 issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. CA 296-17-04 issued to GEI CONSULTANTS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

AS REQUIRED UNDER CONTRACT OR AGREEMENT

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. –Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 1. The coverage and/or limits of this policy, or
 2. The coverage and/or limits required by said contract or agreement.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. CA 296-17-04 issued to GEI CONSULTANTS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. CA 296-17-04 issued to GEI CONSULTANTS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. CA 296-17-04 issued to GEI CONSULTANTS, INC.

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION
[SCHEDULED NOTICE]
[Massachusetts-Specific]

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

NOTICE WILL BE MAILED TO:

TO THE ATTENTION OF:

COMMON POLICY CONDITIONS, A. – Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. **Thirty (30)** days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. **Thirty (30)** days before the effective date of cancellation if we cancel for any other reason.

In the event this policy is cancelled for any reason other than non-payment of premium, notice will be provided as set out in this endorsement to those Scheduled entities.

The notice period provided shall not be less than that required by applicable state law(s).



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. **Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out

of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
GEI CONSULTANTS, INC.

Endorsement Effective Date: 03/01/2022

SCHEDULE

Scheduled Railroad	Designated Job Site
ANY RAILROAD ORGANIZATION WHOM	
HAS GRANTED YOU AN EASEMENT FOR	
ANY JOB SITE TO PERMIT YOU TO	
PERFORM WORK AS A RESULT	
OF ANY WRITTEN CONTRACT OR	
AGREEMENT YOU HAVE ENTERED INTO.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BARTON MALOW HOLDINGS	26500 AMERICAN DRIVE, SOUTHFIELD, MI 48034
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
**ANY AND ALL STATE OR POLITICAL SUBDIVISIONS CONTRACTUALLY REQUIRING
 ADDITIONAL INSURED STATUS IN CONNECTION WITH ISSUANCE OF PERMITS TO
 YOU, RELATING TO PREMISES.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. GL 518-02-76 issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

☐ Per Project General Aggregate Limit	\$
☐ Per Location General Aggregate Limit	\$
☒ Per Project and Per Location General Aggregate Limit	\$ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 10,000,000
Each Occurrence Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 4,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Expense Limit	\$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	\$ 4,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:

ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

Designated Job Site:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01A.M. 03/01/2022 forms a part of

Policy No. **GL 518-02-76** issued to **GEI CONSULTANTS, INC.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

"WHO IS AN INSURED" IS AMENDED TO INCLUDE A PERSON OR ORGANIZATION FOR YOUR WORK AND INCLUDED IN THE PRODUCTS COMPLETED OPERATIONS HAZARD AND THERE IS A WRITTEN CONTRACT WHICH REQUIRES CG 2037 (10/1), OR IT'S EQUIVALENT, TO ADD SUCH PERSONS OR ORGANIZATION AS ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE LOCATION(S) SPECIFIED IN SUCH WRITTEN CONTRACT.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

policy No. GL 518-02-76 issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

"WHO IS AN INSURED" IS AMENDED TO INCLUDE A PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED IS PERFORMING OPERATIONS AND THERE IS A WRITTEN CONTRACT WHICH REQUIRES CG 2010 (10/1), OR IT'S EQUIVALENT, TO ADD SUCH PERSONS OR ORGANIZATION AS ADDITIONAL INSUREDS, BUT SOLELY WITH RESPECT TO THE LOCATION(S) SPECIFIED IN SUCH WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.



**Authorized Representative or
Countersignature (in States Where
Applicable)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Designation Of Premises (Part Leased To You):
ANY PREMISES OR PART THEREOF LEASED TO YOU.

Name Of Person(s) Or Organization(s) (Additional Insured):
ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO
MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO
INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY
LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.

Additional Premium: \$ INCLUDED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the

Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
VENDORS WHO SELL OR DISTRIBUTE YOUR PRODUCTS	ALL PRODUCTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business,

in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 03/01/2022 forms a part of

Policy No. GL 518-02-76 issued to GEI CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

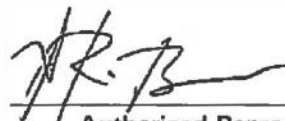
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to GEI Consultants, Inc. of Massachusetts
(Motor Carrier name) (Motor Carrier state or province)

Dated at 10:45 am on this 1st day of February, 2022

Amending Policy Number: CA 2961705 Effective Date: 03/01/2022

Name of Insurance Company: National Union Fire Insurance Company of Pittsburgh, PA

Countersigned by: 
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 913-495-4065.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to GEI Consultants, Inc. of Massachusetts
(Motor Carrier name) (Motor Carrier state or province)

Dated at 10:45 am on this 1st day of February, 2022

Amending Policy Number: CA 2961704 Effective Date: 03/01/2022

Name of Insurance Company: National Union Fire Insurance Company of Pittsburgh, PA

Countersigned by: _____

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 913-495-4065.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

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DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2022 forms a part of Policy No. WC 012-01-6047

Issued to GEI CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM

forms a part of Policy No. WC 012-01-6047

03/01/2022 Issued to GEI CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We

will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer

Address

**State of Special
or Temporary
Employment**

ANY ALTERNATE EMPLOYER OF YOUR EMPLOYEES

WC 00 03 01
(Ed. 04/84)

Countersigned by _____

Page 1 of 1
Page 98 of 158



Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 03/01/2022 forms a part of Policy No. WC 012-01-6047

Issued to GEI CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 03/01/2022 forms a part of Policy No. WC 012-01-6046

Issued to GEI CONSULTANTS, INC.

By AIU INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM forms a part of Policy No. WC 012-01-6046

03/01/2022 Issued to GEI CONSULTANTS, INC.

By A I U INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda
Hypochlorite Generator Cell Replacement

BACKGROUND:

The City of Marquette Water Filtration Plant utilizes hypochlorite generation for disinfection as a requirement to meet Safe Drinking Water Standards. As part of the system, an electric cell is utilized to make the hypochlorite. The cell has failed and needs to be replaced. This is an unexpected failure and was not included in the FY 21-22 budget, therefore a budget adjustment may be required in the water utility fund to cover the cost.

FISCAL EFFECT:

This purchase will require a budget amendment of \$25,508.

RECOMMENDATION:

Approve the purchase of one hypochlorite generator cell from DE NORA Water Tech LLC, for an amount not-to-exceed \$25,508.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Quote

QUOTATION	NUMBER 20026259	DATE 03/01/2022	Page 1 of 2
CUSTOMER REFERENCE			CURRENCY USD



SHIPPING METHOD COURIER		END OF VALIDITY 04/30/2022	
PAYMENT TERMS Net 30 days		SHIPPING POINT ADDRESS DE NORA WATER TECH LLC. 1110 Industrial Boulevard Sugar Land, TX 77478 USA	PACKAGING Included
INCOTERMS EXW - Ex Works			
DE NORA CONTACT Cheryl Sandoval ph: mail: cheryl.sandoval@denora.com		SOLD TO PARTY 30009454 MARQUETTE WATER FILTRATION PLANT 300 W. BARAGA AVENUE MARQUETTE, MI 49855 USA	
SHIP TO PARTY 30009454			

ITEM / CODE / DESCRIPTION	U.M	QTY	PRICE	CURRENCY	AMOUNT
FREIGHT NOT INCLUDED IN QUOTE					
10 47002204 CELL, H1, RIO Series (R-Series) Legacy Part Number: 201-01011-06	PC	1	25,508.00	USD	25,508.00
Quote Valid: 60 Days from March 1, 2022 Old style cells and parts availability is limited to stock on hand; any order received after current stock is consumed will not be filled PARTS AVAILABILITY SUBJECT TO PRIOR SALE. MINIMUM ORDER REQUIREMENT: \$50.00 USD STANDARD DOCUMENTATION AND PACKAGING ARE PROVIDED. MILITARY/OTHER PACKING NOT AVAILABLE. BAR-CODING NOT AVAILABLE. NOTE: MATERIAL CERTIFICATES, SHELF LIFE CERTIFICATES, TEST REPORTS ARE NOT PROVIDED AS STANDARD AND ARE SUBJECT TO A SURCHARGE, IF AVAILABLE FROM THE MANUFACTURER/SUPPLIER. LEAD TIMES QUOTED MAY BE AFFECTED AND WILL BE REVISED ACCORDINGLY. A DNWT CERTIFICATE OF CONFORMANCE IS AVAILABLE UPON REQUEST FOR A FLAT FEE OF \$50.00 USD PER CERTIFICATE, IF REQUESTED WITH PURCHASE ORDER. IF THE CERTIFICATE IS REQUESTED AFTER THE ORDER HAS BEEN SHIPPED, THE FEE OF \$100.00 USD PER CERTIFICATE WILL BE ASSESSED. SUBJECT TO DNWT GENERAL TERMS & CONDITIONS (ATTACHED)					

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
25,508.00 USD	0.00 USD	25,508.00 USD	0.00 USD	25,508.00 USD

De Nora Water Technologies LLC., 1110 Industrial Boulevard, Sugar Land, TX 77478 USA
TIN: 23-2259749, Tel: 1-281-240-6770 Fax: 1-281-274-8492 Web: www.denora.com

QUOTATION	NUMBER 20026259	DATE 03/01/2022	Page 2 of 2
CUSTOMER REFERENCE			CURRENCY USD



INCOTERMS: EXW SUGAR LAND, TEXAS 77478 USA

CUSTOMER'S ACCEPTANCE OF THIS QUOTATION IS EVIDENCED BY THE SIGNATURE APPLIED HERETO AND CONSTITUTES A CONTRACT TO PURCHASE SUBJECT ONLY TO THE TERMS AND CONDITIONS PROVIDED HERewith. ANY CONFLICTING TERMS AND CONDITIONS PROVIDED BY BUYER ARE EXPRESSLY DISCLAIMED.

SIGNATURE

DATE

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at <http://www.denora.com/products.html> (the "Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora, regardless of, and fully notwithstanding, De Nora's supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora.

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
25,508.00 USD	0.00 USD	25,508.00 USD	0.00 USD	25,508.00 USD

De Nora Water Technologies LLC., 1110 Industrial Boulevard, Sugar
Land, TX 77478 USA

TIN: 23-2259749, Tel: 1-281-240-6770 Fax: 1-281-274-8492 Web:

www.denora.com

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

KBIC Funding for the Community Foundation of Marquette County

BACKGROUND:

Recently the Community Foundation of Marquette County asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for \$50,000 for construction of an all-inclusive playground in Elwood Mattson Park. In consideration of the City agreeing to act as a pass-through, the Community Foundation agrees to dedicate any funds from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Community Foundation.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for KBIC funding of \$50,000 for the Community Foundation for construction of an all-inclusive playground in Elwood Mattson Park, and authorize the City Manager to sign the attached Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Community Foundation Letter of Request
- ▣ Community Foundation Agreement



Vision: to bring the community together to design a playground for all, utilizing universal design to create a place that our community will treasure and where everyone can play together. Visit www.kidscovemqt.com

**PLAYGROUND FOR ALL
COMMITTEE**

Nheena Weyer Ittner
Chairperson

Luanne Peterson
Vice Chairperson

Barb Coleman
Treasurer

Theresa King
Secretary

Christine Zenti
Emmendorfer
Ad Hoc Ex. Bd. Member

Committee Members:

Susan Anderson
Robert Chapman
Lora Kinnunen
Leah Nygard
Karen Ogle
Richard Orr
Alice Reynolds

Partners:

Jon Swenson
City of Marquette
Zosia Eppensteiner
Community Foundation of
Marquette County

Consultants:

Bill Sanders
Sanders and Czapski
Associates
John Bennett
Bennett Media

February 22, 2022

Mayor Smith
c/o Manager Karen Kovacs
Marquette City Hall
300 W. Baraga Avenue
Marquette, Michigan 49855

Dear Mayor Smith,

The Community Foundation of Marquette County, in partnership with the Playground for All Committee, would like to submit a request to the Keweenaw Bay Indian Community for its 2% disbursement through the City of Marquette and seeks the Commission's approval of such action.

The Community Foundation of Marquette County is requesting \$50,000 for the All-Inclusive Playground, which is replacing the decaying Kids Cove in Elwood Mattson Park. We are happy to provide a copy of the full proposal to the city, if needed.

The Playground for ALL Committee and the City of Marquette have partnered with the Community Foundation of Marquette County to raise funds for this project. The Community Foundation of Marquette County, a Michigan 501(c)(3) Non-Profit Corporation, is the fiscal agent for this project. All donations are made to the Community Foundation of Marquette - Playground for ALL Fund.

Sincerely,

Zosia Eppensteiner, CEO
Community Foundation of Marquette County



community foundation

of Marquette County

For good. For ever.™

www.kidscovemqt.com Jon Swenson City of Marquette Parks and Recreation Dept. 906-228-0460

A project in partnership with the Community Foundation of Marquette County, 228 W. Washington St. Marquette, MI 49855, 906-226-7666, <https://cfomc.org/>,
Zosia Eppensteiner, CEO. All donations made in support of this project go directly to the Community Foundation of Marquette County earmarked "Kids Cove"

AGREEMENT

This Agreement is entered into this _____ day of _____, 2022, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the COMMUNITY FOUNDATION OF MARQUETTE COUNTY, a Michigan nonprofit corporation, located at 228 W. Washington Street, Suite 6, Marquette, MI 49855 (hereinafter referred to as "Foundation").

WHEREAS, the Foundation, in partnership with the Playground for All Committee, provides financial assistance for the construction of an all-inclusive playground in Elwood Mattson Park,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the Foundation in providing for an all-inclusive playground, are a valid purpose under the Charter and is willing to enter into this Agreement with Foundation for the support of this program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

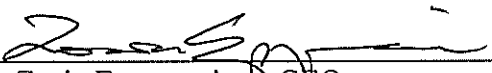
1. That for and in consideration of the payment by the City to the Foundation of the sum of \$50,000 from the Keweenaw Bay Indian Community, the Foundation will accept said money from the City and dedicate it solely to the use of an all-inclusive playground within the City benefiting the general public.
2. That the parties further understand and agree that the payment of the sum of \$50,000 by the City to the Foundation as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Foundation.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____, 2022

By: Karen M. Kovacs
Marquette City Manager

Dated: 3/2 _____, 2022



By: Zosia Eppensteiner, CEO
Community Foundation of Marquette County

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

KBIC Funding for the Hospitality House of the Upper Peninsula, Inc.

BACKGROUND:

Recently the Hospitality House of the Upper Peninsula, Inc., asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for \$10,000 to provide support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics. In consideration of the City agreeing to act as a pass-through, the Hospitality House agrees to dedicate any funds received from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Hospitality House.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for KBIC funding of \$10,000 to assist the Hospitality House of the Upper Peninsula, Inc. with funding for public peace and health.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Hospitality House KBIC Request
- ▢ Hospitality House Agreement

Since 2002

.....
Provided over
324,000
Guest Nights
.....



Beacon House
Hospitality House
of the Upper Peninsula

EIN
38-3633276

.....
Supportive

& Compassionate

Services for

Medical Patients

and their

Families

.....
Hospitality House
of the Upper Peninsula
200 S. Seventh Street
Marquette, MI 49855

Beacon House
Cancer Patient Wig Salon
Hospitality Gifts
Coffee for a Cause

www.upbh.org
906.225.7100

Mary Dowling
CEO

March 3, 2020

Ms. Karen Kovacs
City Manager
City of Marquette
300 W. Baraga St.
Marquette, MI 49855

Dear Ms. Kovacs,

Please accept this letter as our formal request for consideration of the Hospitality House of the Upper Peninsula, Inc., dba "Beacon House", as an approved agency to receive a grant from casino profits distributed by the Keweenaw Bay Indian Community's Tribal Council during its next distribution to local municipal and county governments.

From 2002 to 2019, Beacon House programs provided over 324,000 guest nights to people from every county of the Upper Peninsula. Thirty-seven (37%) percent of our guests came from Baraga, Houghton and Keweenaw. We have now opened the new Steve Mariucci Family Beacon House next to the new hospital. Our mission continues! In our first two months we've provided over 1,000 overnight stays to 270 individuals needing our support in their medical crisis.

We are submitting a new grant request for additional financial support for program to support patients and families receiving treatment for serious illnesses, injuries or other chronic medical conditions at Marquette area hospitals and clinics .

We will be sending a request to KBIC's treasurer seeking \$10,000 to support the operations of the new Beacon House. The public health and safety benefit we provide is a vital one, and we hope that you'll consider us eligible for this opportunity to receive these funds.

Please feel free to call with any questions, at 906-225-7100. We appreciate your assistance!

Best regards,

Mary Tavernini Dowling, CEO

AGREEMENT

This Agreement is entered into this _____ day of _____, 2022, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and Hospitality House of the Upper Peninsula, Inc., a Michigan nonprofit corporation, with offices located at 200 S. Seventh Street, Marquette, MI 49855 (hereinafter referred to as "Hospitality House").

WHEREAS, Hospitality House operates the "Beacon House," which provides support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics; and

WHEREAS, Marquette City Charter Section 2-12 states: "The city commission shall see that provision is made for the public peace and health, and for the safety of persons and property;" and

WHEREAS, the Marquette City Commission, having determined that Hospitality House assists the City in carrying out its obligation to provide for the public peace and health of persons and is a valid purpose under the Charter, is therefore willing to enter into this Agreement with Hospitality House upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to Hospitality House of the sum of \$10,000 from the Keweenaw Bay Indian Community, Hospitality House will accept said money from the City to assist the City in carrying out its obligation to provide for the public peace and health of persons.
2. That the parties further understand and agree that the payment of the sum of \$10,000 by the City to Hospitality House as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to Hospitality House.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: 3/3/2022

By: Mary Tavernini Dowling, CEO
Hospitality House of the Upper Peninsula, Inc.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda **Peninsula Fiber Network Agreement**

BACKGROUND:

In 2011, the City selected Peninsula Fiber Network (PFN) as the vendor for core internet access and entered into a telecommunications agreement for voice and data.

In March of 2012, the City granted a license to PFN to install fiber infrastructure under City-owned property in the public corridor (former railroad grade) running approximately parallel to and located between West Spring Street and West Main Street. The license was entered into in consideration of a discount on monthly internet service.

The recent sale of this property led to the termination of the existing license and of the related discount. Due to these changes, the City and PFN have worked to negotiate a new service agreement. This agreement is mutually beneficial to both parties and results in no increased cost to the City, and is represented by a pair of proposed 60-month service orders.

FISCAL EFFECT:

This cost has been budgeted in the FY 21-22 budget.

RECOMMENDATION:

Approve the two service orders with Peninsula Fiber Network for telecommunication services, and authorize the City Manager or her designee to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ PFN Quote
- ▣ Service Order - MQC 24
- ▣ Service Order - MQC 21



Shannon Black 2/17/2022
 Regional Sales Director
 Peninsula Fiber Network
 906-360-0729
sblack@pfnlc.net

**City of Marquette
 Proposal Quote**

**PFN Services Quote for review
 60 month term pricing**

The following services are all quoted as individual services and can be bought as needed. However, the initial "fiber drop" below is necessary for any service to be installed.

PFN Service	Current Circuit Size	Current Monthly	CCF Discount	Monthly	Proposed Circuit size	Proposed Pricing	CCF Discount	Proposed Monthly	Current Term Expiration	Current Pricing Notes
PFN HyperPort Core Internet Access-Aggregate 250M total	250M	\$ 1,325.00	\$ 198.00	\$ 1,127.00	1G	\$ 1,325.00	\$ 198.00	\$ 1,127.00	5/28/2021	Aggregate BW assignments 135M at City Hall
Tourist Park HyperPort Core Aggregate	20M	\$ 100.00	\$ 15.00	\$ 85.00	TBD	\$ 50.00	\$ 7.50	\$ 42.50	6/29/2023	Season Services- 20M for tourist park
Tourist Park MetroPath (pt. to pt.)	10M	\$ 500.00	\$ 75.00	\$ 425.00	10M	\$ 250.00	\$ 37.50	\$ 212.50	6/29/2023	Season Services
Property License Discount (lost the right of way)		\$ (119.00)		\$ (119.00)						
HyperLine PRI*		\$ 674.00	\$ -	\$ 674.00		\$ 530.00	\$ -	\$ 530.00	6/1/2018	*this includes : includes 24 directory listings HyperLine service control 161 additional DID numbers and end user complex line port
Monthly Totals		\$ 2,480.00	\$ 288.00	\$ 2,192.00		\$ 2,155.00	\$ 243.00	\$ 1,912.00		

NOTE: Property License Discount of \$ 119 goes away

NOTE: Taxes surcharges etc not included in Hyperline PRI *

Billed at 6mo. Service time frame (6mo. On/6mo. Off)

Billed at 12mo. Service time frame (service stays on year round)

Notes: PFN to provide IP addresses
 (Due to the shortage of IP addresses, we need a justification form for address quantities over 1, PFN will assist with this)
 HyperPort is symmetrical, core service, full availability
 Service can be split into smaller ports delivered to any PFN on-net site
 Service delivered on PFN *fully redundant, ring protected* backbone network

Service Order

PFN Order #:

Order Type:

Account Dir:

Order Date:

Customer Information

Customer:

Billing Address:

Billing Address:

Billing Address:

City, State, Zip:

Main Phone #:

REQUESTED DUE DATE:

Order Contact:

Contact Phone #:

Email Address:

Billing Contact:

Service Order Details

Location A:

Address:

City, State, Zip:

Lat/Long:

Location Z:

Address:

City, State, Zip:

Site Phone #:

Lat/Long:

Product Type:

Service Type:

Customer PON:

Inter/Intrastate:

A Loc Tech Contact:

Contact Phone #:

Email Address:

A Loc Site Phone #:

Z Loc Tech Contact:

Contact Phone #:

Email Address:

IPv4 Addresses:

Switch Info:

Construction:

Notes:

Service Ordered	Speed	Price	Quantity	Term	Monthly	Construction NRC	Service NRC
Total							

Customer Signature:

PFN Signature:

Date:

Date:

FOR PFN USE ONLY

BAN: _____ **Circuit ID:** _____

Completed Date: _____ **WOJO#:** _____

Billing Effective Date: _____ **Elation Order #:** _____

Service Order

PFN Order #:

Order Type:

Account Dir:

Order Date:

Customer Information

Customer:

Billing Address:

Billing Address:

Billing Address:

City, State, Zip:

Main Phone #:

REQUESTED DUE DATE:

Order Contact:

Contact Phone #:

Email Address:

Billing Contact:

Service Order Details

Location A:

Address:

City, State, Zip:

Lat/Long:

Location Z:

Address:

City, State, Zip:

Site Phone #:

Lat/Long:

Product Type:

Service Type:

Customer PON:

Inter/Intrastate:

Notes:

A Loc Tech Contact:

Contact Phone #:

Email Address:

A Loc Site Phone #:

Z Loc Tech Contact:

Contact Phone #:

Email Address:

IPv4 Addresses:

Switch Info:

Construction:

Service Ordered	Speed	Price	Quantity	Term	Monthly	Construction NRC	Service NRC
Total							

Customer Signature:

PFN Signature:

Date:

Date:

FOR PFN USE ONLY

BAN:

Circuit ID:

Completed Date:

WOJO#:

Billing Effective Date:

Elation Order #:

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

Request for License to Use City Property Adjacent to 122 N. Third Street

BACKGROUND:

W&S Real Estate Holdings, LLC has purchased the building located at 122 N. Third Street. The previous owner held a license to use City property in order to place a ramp in the Third Street right-of-way. W&S Real Estate Holdings needed to submit a new application for this property use due to the change in ownership. The previous license holder installed the ramp and it has been utilized for six years with no reported issues.

FISCAL EFFECT:

The one-time fee for a License is \$255 and the fee has been paid.

RECOMMENDATION:

Approve the request, authorize the Mayor and Clerk to sign the License, and terminate the prior License according to its terms.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Application for License_W&S Real Estate_122 N Third St
- ▣ License Agreement

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT
OF CITY OWNED PROPERTY



FEE \$255

CITY STAFF USE

Date Submitted: 2-18-22 Parcel ID#: 0150620 File #: _____

Property Address/Location: 122 N. Third Street

Adequate Legal Description Submitted: Y/N Anticipated Hearing Date: _____
ck# 0102 rec. 819517

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: WBS Real Estate Holdings, LLC
Address: 122 N 3rd St
City, State, Zip: Marquette, MI, 49855
Phone #: 906-458-3852
Fax #: _____
Email: stdsh@wsrealestatemi.com

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT'S REPRESENTATIVE

Name: Jacie Duranso
Address: 122 N 3rd St
City, State, Zip: Marquette, MI, 49855
Phone #: 715-904-0673
Fax #: _____
Email: admin@wsrealestatemi.com

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

What is the street address, or nearest street address, to the location of the requested license/easement?

122 N 3rd St Marquette MI 49855

Please describe the reason or necessity for the requested license/easement for use of the City property:

WBS is requesting this license as a continuation of the license for barrier free access ramp that was granted to the previous owner, Sue Micklow, by the City of Marquette on December 3, 2015. WBS would like to continue to use and maintain this ramp space via the approval of this requested license by the City of Marquette.

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: Please reference previously approved site plan drawings attached.

LEGAL DESCRIPTION

Legal description of the license/easement area:

The 36 acre plat, the north 75 feet of
lot 4, block 12

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: 

Date: 2-16-2022

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, the "City", and W&S Real Estate Holdings, LLC, a Michigan limited liability company of 122 N. Third Street, Marquette, MI 49855, "W&S", licensee, enter into this agreement on _____, 2022 subject to the following conditions:

1. Background. The City owns the public right-of-way corridor of Third Street, in the City of Marquette, and State of Michigan. W&S desires to construct an access ramp ("Ramp") to provide barrier free access to its business located on Third Street, on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of the payment to the City of \$255.00 by W&S, the City grants to W&S the right to construct the Ramp on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. W&S shall construct, and at all times while this License is in effect, maintain the Ramp in good repair. W&S shall be responsible for all fees and expenses related to the construction of, maintenance of, and snow removal from the Ramp and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Ramp except as may be necessary to repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, W&S shall be responsible for any removal of, repair to or replacement of the Ramp in connection with utility work. W&S shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right-of-way corridor of Third Street.
5. Reimbursement for damages. W&S shall reimburse the City for any physical damages to the City's public right-of-way corridor caused by W&S's use on the real estate. W&S, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability (whether absolute, accrued, contingent or otherwise), cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City, directly or indirectly, by reason of or resulting from or relating to the Ramp.
6. Revocation. This License may be revoked by either party at any time by providing at least 30 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, W&S shall remove the Ramp from the real estate, at its own expense. W&S shall not be entitled to a reimbursement for any portion of the annual fee previously paid to the City.
7. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

By: Jennifer A. Smith
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____,
2022, by Jennifer A. Smith, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan
municipal corporation.

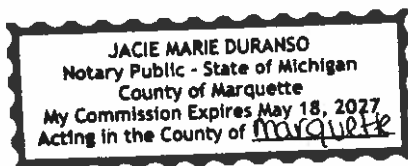
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette

W&S REAL ESTATE HOLDINGS, LLC

By: Logan Stauber
Its: Logan Stauber

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

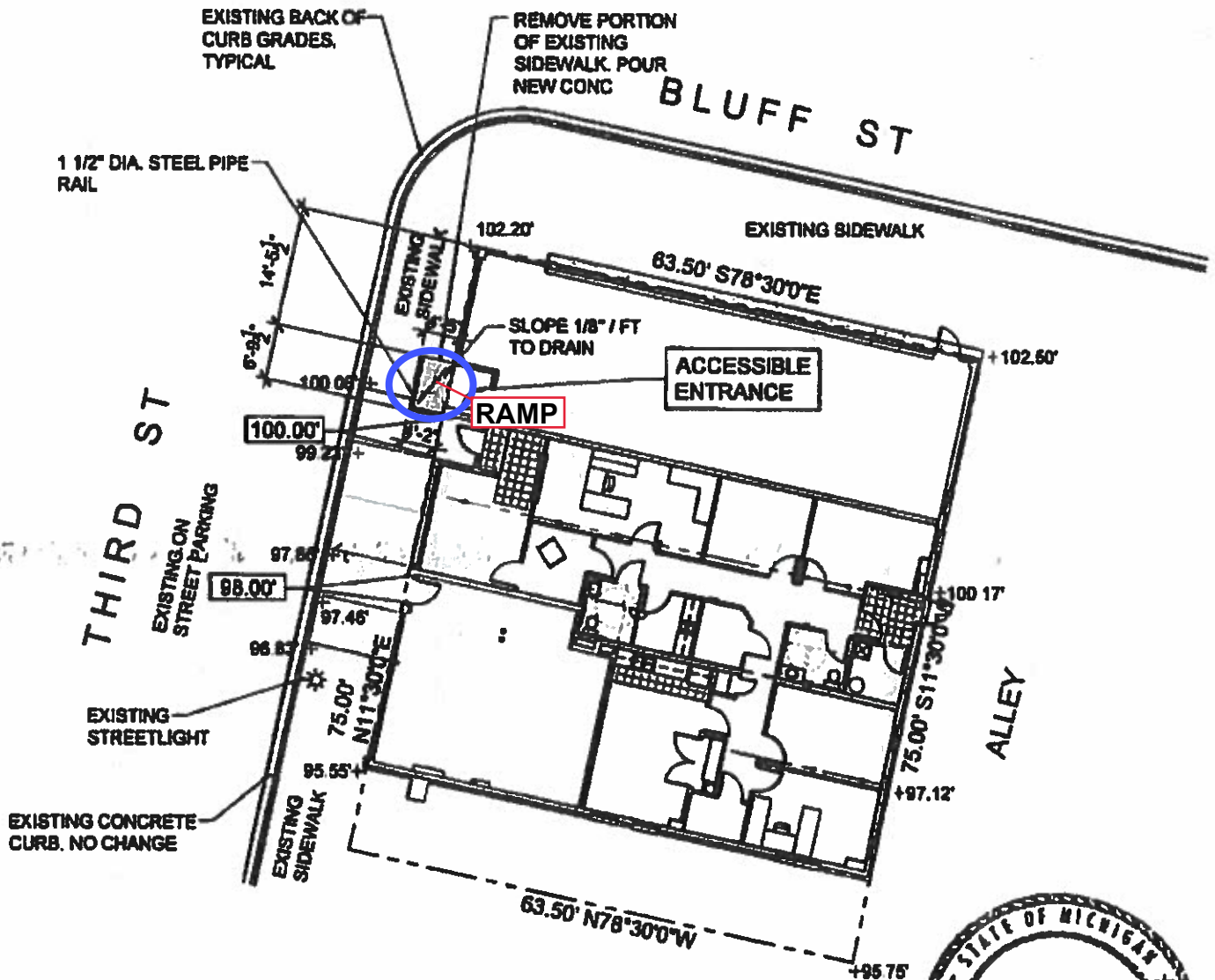
Acknowledged before me in Marquette County, Michigan, on March 4,
2022, by Logan Stauber, owner of W&S Real Estate Holdings, LLC, on
behalf of the company.



Jacie Marie Duranso
Jacie Marie Duranso, Notary Public
State of Michigan, County of Marquette
My Commission Expires: May 18, 2027
Acting in the County of Marquette

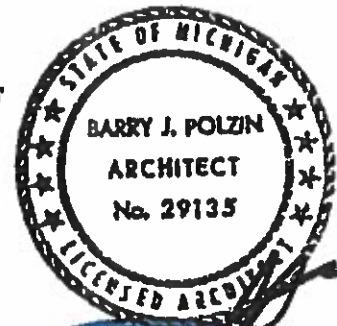
LEGAL DESCRIPTION

THE 36 ACRE PLAT, THE NORTH 75 FEET OF LOT 4, BLOCK 12.



SITE PLAN

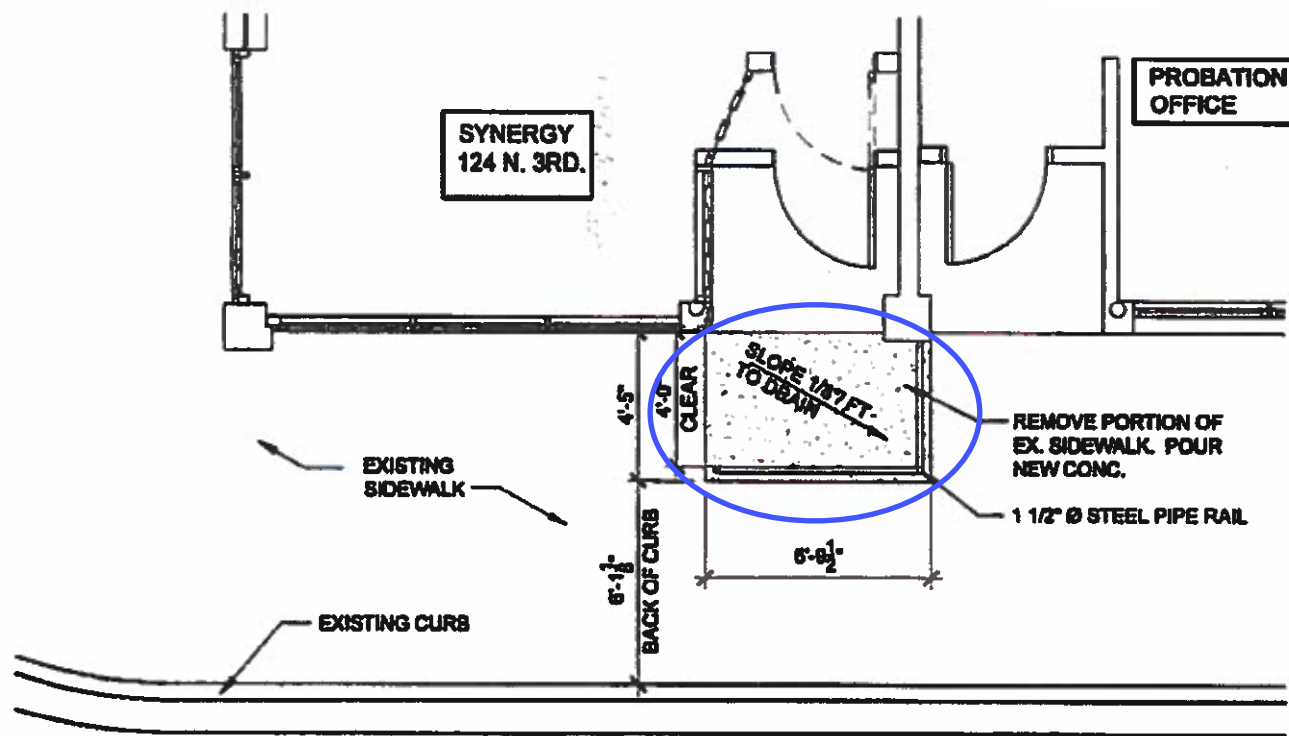
SCALE: 1" = 20'-0"



ATTACHMENT: SHEET 1 OF 2

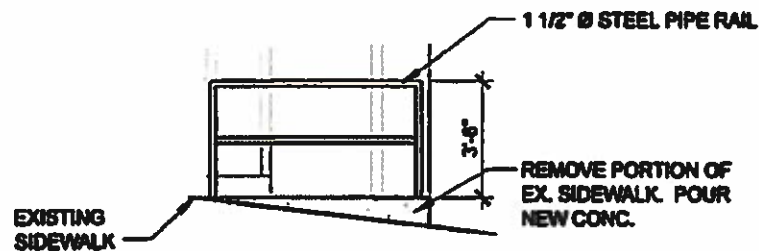
122 N. THIRD STREET

MARQUETTE, MICHIGAN
OCTOBER 13, 2015



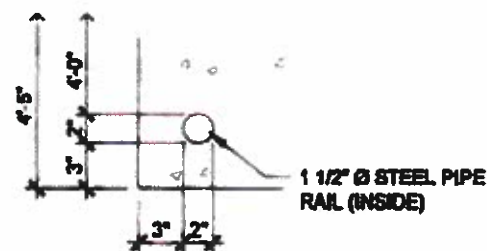
FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"



RAILING ELEVATION

SCALE: 3/16" = 1'-0"



RAILING DETAIL

SCALE: 1" = 1'-0"



ATTACHMENT: SHEET 2 OF 2

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

Sault Ste. Marie Tribe of Chippewa Indians Funding for the Community Foundation of Marquette County

BACKGROUND:

Recently the Community Foundation of Marquette County asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for \$50,000 for construction of an all-inclusive playground in Elwood Mattson Park. In consideration of the City agreeing to act as a pass-through, the Community Foundation agrees to dedicate any funds from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Community Foundation.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of \$50,000 for the Community Foundation for construction of an all-inclusive playground in Elwood Mattson Park, and authorize the City Manager to sign the attached Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ❑ Community Foundation Letter of Request
- ❑ Community Foundation Agreement



Vision: to bring the community together to design a playground for all, utilizing universal design to create a place that our community will treasure and where everyone can play together. Visit www.kidscovemqt.com

**PLAYGROUNDS FOR
ALL COMMITTEE**

Nheena Weyer Ittner
Chairperson

Luanne Peterson
Vice Chairperson

Barb Coleman
Treasurer

Theresa King
Secretary

Christine Zenti
Emmendorfer
Ad Hoc Ex. Bd. Member

Committee Members:

Susan Anderson
Robert Chapman
Lora Kinnunen
Leah Nygard
Karen Ogle
Richard Orr
Alice Reynolds

Partners:

Jon Swenson
City of Marquette
Zosia Eppensteiner
*Community Foundation of
Marquette County*

Consultants:

Bill Sanders
*Sanders and Czapski
Associates*
John Bennett
Bennett Media

February 22, 2022

Mayor Jenna Smith
c/o Manager Karen Kovacs
Marquette City Hall
300 W. Baraga Avenue
Marquette, MI 49855

Dear Mayor Smith,

The Community Foundation of Marquette County, in partnership with the Playground for ALL Committee, would like to submit a request to the Sault Ste. Marie Tribe of Chippewa Indians for its 2% disbursement through the City of Marquette and seeks the Commission's approval of such action.

The Community Foundation of Marquette County is requesting \$50,000 for the all-inclusive playground to replace the decaying Kids Cove in Elwood Mattson Park. We are happy to provide a copy of the full proposal to the city, if needed.

The Playground for All Committee and the City of Marquette have partnered with the Community Foundation of Marquette County to raise funds for this project. The Community Foundation of Marquette County, a Michigan 501(c)(3) Non-Profit Corporation, is the fiscal agent for this project. All donations for this project are to be made to the Community Foundation of Marquette County - Playground for ALL Fund.

Please let me know if you have any questions or require additional information. Thank you very much for your assistance with this request.

Sincerely,

Zosia Eppensteiner, CEO
Community Foundation of Marquette County



AGREEMENT

This Agreement is entered into this _____ day of _____, 2022, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the COMMUNITY FOUNDATION OF MARQUETTE COUNTY, a Michigan nonprofit corporation, located at 228 W. Washington Street, Suite 6, Marquette, MI 49855 (hereinafter referred to as "Foundation").

WHEREAS, the Foundation, in partnership with the Playground for All Committee, provides financial assistance for the construction of an all-inclusive playground in Elwood Mattson Park,

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the Foundation in providing for an all-inclusive playground, are a valid purpose under the Charter and is willing to enter into this Agreement with Foundation for the support of this program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the Foundation of the sum of \$50,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the Foundation will accept said money from the City and dedicate it solely to the use of an all-inclusive playground within the City benefiting the general public.

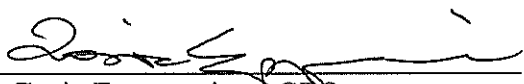
2. That the parties further understand and agree that the payment of the sum of \$50,000 by the City to the Foundation as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Foundation.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____, 2022

By: Karen M. Kovacs
Marquette City Manager

Dated: March 2, 2022



By: Zosia Eppensteiner, CEO
Community Foundation of Marquette County

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

Schedule Public Hearings for Fire and Life Safety Ordinances

BACKGROUND:

To ensure the safety of residents and visitors of Marquette, staff is recommending the City Commission adopt the most current versions of the NFPA Life Safety Code and the NFPA Fire Code.

These codes are nationally recognized standards promulgated by the National Fire Protection Association, an international nonprofit, established in 1896 and devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.

The NFPA 1 Fire Code is intended to advance fire and life safety for public and first responders, as well as property protection, by providing a comprehensive, integrated approach to fire code regulation and hazard management.

Similarly, the NFPA 101 Life Safety Code is the most widely used source for strategies to protect people based on building construction, protection, and occupancy features that minimize the effects of fire and related hazards. Unique in the field, it is the only document that covers life safety in both new and existing structures.

Proposed ordinance #703 would adopt the most current version of these two codes as the standards for the City of Marquette, and will ensure that both commercial properties and rental units will be in compliance with industry best practices into the future.

Additionally, proposed ordinances #704 and #705 would provide for a local and consistent appeals process for both commercial and residential rental properties.

Per City Charter, an ordinance may not be enacted at the meeting in which it is introduced. Staff is recommending a public hearing at the next regular meeting to consider adoption of these ordinances.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule public hearings to consider Ordinances #703, #704, and #705 for the March 28, 2022 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 703 - Adoptions by Reference
- ▣ 704 - RFS Appeals
- ▣ 705 - CFS Appeals

ORDINANCE #703
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 26 – FIRE PREVENTION AND PROTECTION, IN
ORDER TO UPDATE CODES ADOPTED BY REFERENCE

INTENT

The purpose of this ordinance is to adopt by reference the most recent versions of relevant national fire and life safety codes.

The City of Marquette Ordains:

SECTION 1. Repeal.

Chapter 26 – Fire Prevention and Protection, Article II. – Life Safety Code is hereby repealed.

SECTION 2. Adoption.

New Chapter 26 – Fire Prevention and Protection, Article II. –Fire Prevention Code is here by adopted as follows:

Sec. 26-19. - Adoption by reference.

The current NFPA-1 Fire Code and documents adopted by chapter 2, including all amendments, supplements, and revisions thereto, and the current NFPA-101 Life Safety Code and documents adopted by chapter 2, including all amendments, supplements, and revisions thereto, are hereby adopted as the Fire Prevention Code of the City of Marquette.

Copies the applicable codes will be kept on file and open to inspection by the public in the Office of the Marquette City Fire Department, the Marquette City Clerk, and the Peter White Public Library.

State Law reference – Authority to adopt technical codes by reference, MCL 117.3(k)

Sec. 26-20. - Penalty.

A person who violates the codes adopted by reference in this article is responsible for a municipal civil infraction.

Secs. 26-21—26-43. – Reserved.

SECTION 3. Effective Date.

This ordinance shall take effect ten days after adoption but not before publication.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

ORDINANCE #704
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 26 – FIRE PREVENTION AND PROTECTION, IN
ORDER TO CLARIFY THE RENTAL FIRE SAFETY CODE
APPEALS PROCESS

INTENT

The purpose of this ordinance is to clarify the local appeals process laid out in Chapter 26, Article III, and to make minor grammatical and formatting adjustments.

The City of Marquette Ordains:

SECTION 1. Repeal.

Chapter 26 – Fire Prevention and Protection, Article III. – Rental Fire Safety Code is hereby repealed.

SECTION 2. Adoption.

New Chapter 26 – Fire Prevention and Protection, Article III. – Rental Fire Safety Code is hereby adopted as follows:

Sec. 26-44. - Purpose.

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe residential rental structures, and for improving rental arrangements within the city. Such standards are an important factor supportive of the general health, safety, and welfare of all its citizens and visitors. This article is designed to promote the continuing maintenance of quality and safe rental properties, and to enhance and maintain property values.

Sec. 26-45. - Scope.

- (a) This article shall apply to any structure or part thereof, which is let for occupancy by persons pursuant to any oral or written rental or lease agreement or other valuable compensation, or to any occupant therein. Such structures shall include, but not be limited to, single-family dwellings, multiple-family dwellings, single housekeeping units, or bedrooms as defined in the International Property Maintenance Code (IPMC) in its most recent version adopted by the city.
- (b) This article does not apply to jails, nursing homes, school dormitories, hospitals or other health care facilities provided by legal not-for-profit agencies that are inspected, certified and/or licensed by the state, nor federally licensed and inspected properties.

Sec. 26-46. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adopted Code means any of the codes adopted under Marquette City Code Secs. 10-40 and 26-19.

Bedroom means any room or space used or intended to be used for sleeping purposes.

Board of Appeals means the city board of zoning appeals, with the addition of the Fire Chief as an ex officio member, acting as the city rental code appeals board.

Certificate of compliance means a certificate issued by a city fire inspector denoting that the structure has undergone a fire/life safety inspection performed by a city fire inspector and the structure is in compliance with applicable codes.

Certificate of compliance stipulation means a condition or requirement that is specified or required by any city department that must be adhered to by the property owner to maintain the certificate of compliance.

Certificate of registration means a certificate issued by city fire inspectors, which denotes that the holder has registered the structure as a rental property within the city.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Family means a) any group of individuals living together as a single housekeeping unit or the functional equivalent of a family, where the residents are a close group with social, economic, and psychological commitments to each other; b) not more than four unrelated persons living together as a single housekeeping unit; c) the tenants of a short-term rental property for which a valid permit has been issued by the fire department; d) the "functional equivalent of a family" shall not include any organization such as a club, fraternity, lodge, monastery, or intentional community, nor any individuals whose association is seasonal or for limited durations defined by their occupation/jobs or educational pursuits, nor shall it include a group who share a dwelling unit explicitly for financial or philosophical reasons, or include any state-licensed facility except to the extent permitted by law.

Fire inspector means the fire department personnel appointed by the fire chief, who are charged with the administration and enforcement of this article, authorized by the fire chief under section 26-82.

Habitable space means space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Homestay means an owner occupied single-family home, dwelling unit in a duplex or multifamily dwelling structure, or any other dwelling unit, in which as many as three single bedrooms [with] bathroom access for overnight accommodations may be rented for periods as short as one overnight stay. Meals are not provided with rental, but kitchen and/or dining facilities may be available for guests to prepare their own meals. Only properties that have received approval of a rental registration application are recognized as a homestay for purposes of complying with City of Marquette ordinances.

Let for occupancy or *let* means to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or

unwritten lease, agreement, or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Long-term rental means a residential rental structure which may be rented for periods of 30 days or more.

Occupancy means the purpose for which a building or portion thereof is utilized or occupied.

Occupant means any individual living or sleeping in a building or having possession of a space within a building.

Operator means any duly authorized person who has charge, care or control of a structure or premises which is let or offered for occupancy. Owners must officially notify the city of any operator authorized to act on his behalf; as required in section 26-47(6), some owners are required to use an operator. In some situations, the owner could also be the operator.

Owner means any person having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Posting. Certificates of registration and compliance shall be permanently affixed to an interior wall, in a conspicuous and readable place; completely protected from the elements; and with a transparent protective cover. Certificates must be posted in a street side (address side) common entryway, except if there is no street side common entryway, then in the main common entryway, or in the case of separate private entrances, then in each private entrance to meet this requirement.

Rental structure means an existing or new occupancy let to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Revocation. A certificate of compliance, revoked for cause, will render the structure unfit for human habitation, upon the exhaustion of due process remedies. Certificates of compliance will be reinstated when a structure's condition is brought back into compliance with this article.

Right of entry. A fire inspector is authorized to enter the structure or premises at reasonable times to inspect, subject to constitutional restrictions on unreasonable searches and seizures. If entry is not obtained, the fire inspector is authorized to pursue administrative warrants, or any other recourse as provided by law.

Short-term rental means a residential rental property for which a dwelling unit or rooms may be rented for overnight accommodations, for periods as short as one overnight stay. Meals are not provided with rental, but kitchen and/or dining facilities customarily are available for guests to prepare their own meals. Homestays and vacation home rentals, as defined in this chapter, are the two types of short-term rentals permitted in the City of Marquette.

Single housekeeping unit means one person or two or more individuals living together sharing household responsibilities and activities, which may include sharing

expenses, chores, eating meals together and participating in recreational activities and having close social, economic and psychological commitments to each other.

Structure means that which is built or constructed, or a portion thereof.

Vacation home rental means a single-family home, or a dwelling unit in a duplex or multi-family dwelling structure, or any other dwelling unit, in which up to four bedrooms are rented by a single lessee or renter for overnight accommodations, for periods as short as one overnight stay. Meals are not provided with rental, but kitchen and/or dining facilities are available for guests to prepare their own meals. The property owner may or may not live in the dwelling unit for part of the year, but the property owner may not live in the unit concurrently with any lessee. Only properties that have received approval of a rental registration application are recognized as a vacation home rental for purposes of complying with City of Marquette ordinances.

Sec. 26-47. - Registration.

(a) All dwelling units in rental structures are required to be registered pursuant to this article and shall comply with the following:

- (1) All newly constructed rental structures and their dwelling units shall be registered prior to any use or occupancy as a rental structure.
- (2) All existing non-rental structures which are legally converted to rental structures shall be registered, along with their dwelling units, prior to the date on which the property is first occupied for rental purposes.
- (3) All existing rental structures, occupied by tenants, which are sold, transferred, or conveyed from the previous owner must be registered by the new owner within 30 days of the date of the sale/closing.
- (4) The city treasurer or designee shall determine if the applicant owes to the city any taxes or other indebtedness, and if no such indebtedness exists, shall so indicate their findings in writing. A certificate of compliance shall not be issued for dwelling units in rental structures with outstanding indebtedness to the city.
- (5) The city zoning official or designee shall determine if the application for the proposed rental use is in compliance with the zoning ordinance and shall indicate their findings in writing. A certificate of registration shall not be issued for rental structures and dwelling units if the application for the proposed rental use is not in compliance with the zoning ordinance.
- (6) A local operator for every rental unit is required if the owner(s) (at least one of multiple individuals) does not reside in the county. A local operator is also required when the owner is a corporation or other legal entity. The owner is required to notify the city of the identity of the person they have designated to be their operator (and alternate operators where that is so desired).
- (7) No owner or operator shall lease or rent a rental dwelling unit unless there is a valid certificate of registration in the name of the owner. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit.

Sec. 26-48. - Registration forms.

- (a) An application for a certificate of registration shall be made in such form and in accordance with such instructions as may be provided by the fire inspectors designated by the city and shall include, but not be limited to, the following information:
- (1) Rental property information containing the following:
 - a. Rental property address.
 - b. Tax parcel ID number.
 - c. Actual or estimated year the property became a rental.
 - d. Number of dwelling units contained within.
 - (2) Owner information containing the following for each owner:
 - a. Owner name (if the owner is a corporation, the name of an authorized representative).
 - b. Owner address.
 - c. Home or cell phone.
 - d. Work/business phone.
 - e. Signature of the owner or authorized representative.
 - f. Date.
 - g. Email address.
 - (3) Local operator information (when utilized by owners) containing the following:
 - a. Local operator's name.
 - b. Address.
 - c. Home or cell phone.
 - d. Work/business phone.
 - e. Signature of the operator.
 - f. Date.
 - g. Email address.
 - (4) Required attachments, including the following:
 - a. A photocopy of the owner's current government issued identification, with a legible birth date, or, in the case of corporate ownership, a photocopy of the current government issued identification of the authorizing officer, with a legible birth date.
 - b. A photocopy of the local operator's current government issued identification with a legible birth date.
- (b) The application shall not be considered complete and shall not be processed until all required information is received.
- (c) It shall be the responsibility of the owner to advise the fire department in writing of any changes to their address, phone number, email address, or similar changes concerning their local operator. Notification of changes must be made within 30 days.
- (d) After registration, the fire department shall schedule a compliance inspection within three years of the registration. Compliance inspection shall be scheduled in a

reasonable manner with respect to the fire inspector and the owner's or operator's schedule.

Sec. 26-49. - Compliance inspection.

- (a) The fire inspector shall inspect rental structures on a periodic basis of once every three years; upon completion of the registration and receipt of the fee, the fire inspector shall schedule a compliance inspection within three years of the registration. Efforts shall be made to schedule each compliance inspection at a reasonable time with respect to the fire inspector and the owner and/or operator.
- (b) Non-periodic inspections, specified in subsections (b)(1) through (4) of this section, will be scheduled as soon as practicable by the fire department:
 - (1) Upon receipt of a complaint from an owner, operator, occupant, or citizen who would have occasion to be aware that the premises are in violation of this article. If a fire inspector determines that a complaint was filed without a factual basis and such inspection is made on a complaint basis, a municipal civil infraction shall be charged to the complainant.
 - (2) Upon receipt of a report or a referral from the police department, fire department, community development department, public or private school or another public agency.
 - (3) Upon receipt of knowledge that a rental unit is not registered with the city as required by this article.
 - (4) Upon evidence of an existing property maintenance code violation observed by or brought to the attention of the fire inspector.
- (c) The fire inspector is empowered to enter at any/all reasonable times upon and into any premises, building or structure for, examining and inspecting the same (see section 26-82).
- (d) Upon satisfactory completion of the compliance inspection, and upon receipt of the fee, the fire inspector will issue a certificate of compliance.
- (e) If a dwelling unit should fail the regular inspection, a subsequent re-inspection will be required.
 - (1) With a failure of the regular inspection, the fire inspector will establish clear requirements of what steps must be undertaken by the owner or operator, and in what timeframe to (first) schedule the reinspection, and (second) permit issuing a certificate of compliance when those requirements have been met.
 - (2) The fire inspector must indicate whether the conditions are such that the rental dwelling unit must be vacated, or whether steps to bring the unit up to code may continue while the unit continues to be rented by tenants.
- (f) If a dwelling unit is required to undergo a non-regular inspection pursuant to any of the items under subsection (b) of this section, the inspection will be based on the same criteria as the regular inspections, and failure to pass will lead to a fire inspector nullifying the previous certificate of compliance. The fire inspector will also establish clear requirements of what must be undertaken by the owner or operator, and in what timeframe, to schedule a re-inspection, and where warranted to re-issue the certificate of compliance. Further, the fire inspector must indicate whether the conditions are such that the rental unit must be vacated, or whether steps to

bring the unit up to code may continue while the unit continues to be rented by tenants.

- (1) If the rental unit that undergoes a non-regular inspection passes the inspection, there will be no fee for this inspection.
 - (2) If the rental unit that undergoes a non-regular inspection fails to pass the inspection, there will be a fee for the non-regular inspection, as well as a fee for the reinspection required to establish compliance with this article.
 - (3) If alterations are made to a rental structure after certification, a new inspection and subsequent certification will be required. There will be a fee for this new inspection.
- (g) Violations of this article, the remedies, and stated deadlines shall be mailed by first class mail to the owner or the operator within seven business days after the inspection. The notice of violation shall state the right of appeal and the instructions for making such an appeal.
- (h) Rental registration fees are required to be paid at the time of application. Registration fee payment shall be paid at or mailed to: The Marquette Fire Department, 418 S. Third St. Marquette, MI 49855. Attention Rental Program. Checks shall be made payable to the City of Marquette. Cash will be accepted but must be the exact amount and is discouraged.
- (i) The City of Marquette Fire Department will mail out all compliance inspection related billing and the City of Marquette Finance Department will receive the payment of inspection related fees. The invoice for the compliance inspection shall be mailed to the property owner or the designated property management company after the completion of the inspection.

Sec. 26-50. - Certificate of compliance required.

- (a) The fire inspector must inspect rental premises before the certificate of compliance is initially issued. Upon failure of the fire inspector to conduct an inspection, after registration and prior to occupancy, the owner or operator may rent a long-term rental property until a fire inspector has conducted an inspection, and the owner or operator will not be deemed in violation during that time. If, however, the fire inspector's inability to inspect the premises is due to the owner's or operator's action, failure to act, or inability to arrange an inspection after reasonable notice of the intent to inspect, the owner or operator shall not rent the property without a current certificate of compliance as required. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit.
- (b) Before the expiration date of the certificate of compliance, the city will arrange with the owner or operator for an inspection date and time and said notice shall be by either email or first-class mail to the address as provided by the owner and/or operator.
- (c) The fire inspector shall attempt to inspect the premises before the certificate of compliance expires. Upon failure of the fire inspector to conduct an inspection prior to expiration of the certificate of compliance, the owner or operator may rent the property until the fire inspector has conducted an inspection, and the owner or operator will not be deemed in violation during that time. If, however, the fire inspector's inability to inspect is due to the owner's or operator's action, failure to

act, or refusal to permit an inspection after reasonable notice of the intent to inspect, the owner or operator shall not rent the property without a current certificate of compliance as required. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit. A certificate of compliance shall expire three years from the date of issuance.

Sec. 26-51. - Additional—Short-term rental specifics.

- (a) No more than 250 approved short-term rental registrations will be issued at one time in the City of Marquette. Properties may not advertise for or be used as short-term rentals without first receiving a registration certificate and receiving a certificate of compliance from the City of Marquette.
- (b) No owner or operator shall advertise, lease, or rent a short-term rental dwelling unit, unless there is a valid certificate of compliance issued by a fire inspector in the name of the owner. If tenants are utilizing the dwelling unit, the fire chief is authorized to require vacation of the dwelling unit. The certificate shall be issued after registration and inspection by a fire inspector to determine that each rental dwelling unit complies with the provisions of the codes of the city.
- (c) Advertising a property as a residential short-term rental shall constitute prima facie evidence of the operation of a residential rental and, if in violation of city code, may be grounds for citation, and/or denial, suspension, or revocation of a certificate of compliance. Advertised occupant capacity shall constitute prima facie evidence of the operation of a residential rental at that capacity and, if in violation of city code, may be grounds for citation for an overcapacity violation, and/or denial, suspension, or revocation of a certificate of compliance. The burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal residential rental or is not in operation.
- (d) Escape plan.
 - (1) It shall be the responsibility of the property owner to create a legible escape plan showing primary and secondary exits. All escape plans shall be approved by the fire inspector at the time of the compliance inspection.
 - (2) The plan shall be posted in each bedroom of the short-term rental unit, where it is easily visible.
- (e) A maximum occupant capacity for the property shall be calculated at the time of the compliance inspection, using the method detailed in the IPMC and shall be listed on the certificate of compliance.

Sec. 26-52. - Penalty.

- (a) In the event the owner or operator does not correct a violation of any provision of this article, or fails to comply with certificate of compliance stipulations, a fire inspector may revoke any existing certificate of compliance and may bring an action to seek the enforcement of this article by an appropriate legal remedy. Any structure not in compliance with this article is deemed a nuisance per se. Fees and fines will be set forth in the city fee schedule as established by resolution of the city commission.

- (b) Any owner of a rental dwelling unit who fails to register or who fails to obtain a certificate of compliance for each rental dwelling unit shall be responsible for a municipal civil infraction.
- (c) An owner or operator may be charged with more than one violation of the provisions of this article in a single complaint or municipal civil infraction provided each violation so charged, relates to the same property.
- (d) A violation of any provision of this article shall be a municipal civil infraction, assessed against the owner or operator of the rental structure. Each day that a violation exists shall be considered a separate punishable offense.

Sec. 26-53. - Appeal.

- (a) Procedure. Any person with standing shall be permitted to appeal a notice of violation from the City of Marquette Fire Department to the Board of Appeals, when it is claimed that any one or more of the following conditions exist:
 - (1) The true intent of the Adopted Code has been incorrectly interpreted.
 - (2) The provisions of the Adopted Code do not fully apply.
 - (3) A decision is unreasonable or arbitrary as it applies to new alternatives or materials.
- (b) An appeal shall be submitted to the City of Marquette Fire Department in writing within 21 calendar days of the day the notice of violation is served. Failure to file the written notice of appeal within the 21-day period shall be deemed a waiver of the person's right to a hearing or to otherwise contest the notice of violation. An application for appeal shall be accompanied by a fee as set forth in the city fee schedule to cover the city's cost of handling said appeal. The appeal shall outline all of the following:
 - (1) The name, address, and phone number of the appellant.
 - (2) The Adopted Code provision(s) from which relief is sought.
 - (3) A statement indicating which conditions of Sec. 26-53(a) apply.
 - (4) The requested remedy.
 - (5) Justification for the requested remedy stating specifically how the Adopted Code is complied with, public safety is secured, and fire fighter safety is secured.
- (c) Upon timely receipt of an appeal, the City of Marquette Fire Department shall set a time for a hearing before the Board of Appeals and shall give the appellant written notice of the date, time, and location for the hearing. Documentation supporting an appeal shall be submitted to the City of Marquette Fire Department and the Board of Appeals at least 7 calendar days before the appeals board meeting. No information shall be submitted to review by the Board of Appeals without the information being submitted to the City of Marquette Fire Department for their review prior to the hearing date.
- (d) Hearings. Hearings shall be commenced within a reasonable time after an appeal has been filed. At such hearings, the appellant shall be given an opportunity to be heard and to show cause why the notice of violation should be modified or withdrawn. The fire inspector shall be given opportunity to provide information relative to and supportive of charging the violation.

- (e) Decisions and powers of city board of zoning appeals acting as rental code appeal board.
- (1) The Board of Appeals shall provide for the reasonable interpretation of the provision of the Adopted Code and issue rulings on appeals of the decisions of the City of Marquette Fire Department.
 - (2) The ruling of the Board of Appeals shall be consistent with the Adopted Code or when involving issues of clarity, ensuring that the intent of the Adopted Code is met with due consideration for public safety and fire fighter safety.
 - (3) The Board of Appeals shall have the authority to grant alternatives of modifications through procedures outlined in the NFPA-1 Fire Code.
 - (4) The Board of Appeals shall not have the authority to waive the requirements of the Adopted Code, except as specified by the Stille-Derossett-Hale Single State Construction Code Act 230 of 1972.
 - (5) The Board of Appeals decisions shall not be precedent setting.
 - (6) Any Board of Appeal decision will be for this article only and shall not and cannot waive the requirements and provisions of any other ordinance, code, or law.
 - (7) A decision of the Board of Appeals to modify an order of the City of Marquette Fire Department shall be in writing and shall specify the manner in which such modification is made, the conditions upon which it is made, the reasons therefore, and justification linked to specific code sections.
 - (8) A copy of the decision will be sent by mail or delivered in person to the appellant and a copy shall be publicly posted in the office of the City of Marquette Fire Department for 2 weeks after filing.
 - (9) If a decision of the Board of Appeals reverses or modifies a refusal, order, or disallowance of the City of Marquette Fire Department , or varies the application of any provision of the Adopted Code, the City of Marquette Fire Department shall take action immediately in accordance with such decision.
 - (10) The failure of the appellant or his representative to appear and state his case at the hearing shall have the same effect as if no appeal was filed and the board shall proceed to deny the appeal and affirm the notice of violation.
- (f) Meetings. The Board of Appeals shall meet in a fixed place and all meetings shall be open to the public. The board shall keep a record of its proceedings, showing the actions of the board and the vote of each member upon each question considered. These records shall be considered public records.
- (g) Appeal of board decision. The decision of the Board of Appeals shall be final. However, a party aggrieved by the order or decision may appeal the decision to a court of competent jurisdiction as provided by state statutes and court rule.

Secs. 26-54—26-77. - Reserved.

SECTION 3. Effective Date.

This ordinance shall take effect ten days after adoption but not before publication.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

ORDINANCE #705
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 26 – FIRE PREVENTION AND PROTECTION, IN
ORDER TO ESTABLISH A COMMERCIAL FIRE INSPECTION
APPEALS PROCESS

INTENT

The purpose of this ordinance is to establish a local appeals process for commercial fire inspections in the City of Marquette.

The City of Marquette Ordains:

SECTION 1. Adoption.

New Chapter 26 – Fire Prevention and Protection, Article V. – Commercial Fire Safety Code is hereby adopted as follows:

Sec. 26-113. – Purpose.

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe commercial structures. Such standards are an important factor supportive of the general health, safety, and welfare of all its citizens and visitors. This article is designed to promote the continuing maintenance of quality and safe commercial properties, and to enhance and maintain property values.

Sec. 26-114. - Scope

This article shall apply to any premises, structure or part thereof, or equipment being used for commercial purposes.

Sec. 26-115. - Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adopted Code means any of the codes adopted under Marquette City Code Secs. 10-40 and 26-19.

Board of Appeals means the city board of zoning appeals, with the addition of the Fire Chief as an ex officio member, acting as the city fire prevention codes appeals board.

Fire inspector means the fire department personnel appointed by the fire chief, who are charged with the administration and enforcement of this article, authorized by the fire chief under section 26-82.

Tenant means a person who occupies the premises, but is not the legal owner of record thereof.

Sec. 26-116. – Penalty

- (a) Any premises, structure or part thereof, or equipment not in compliance with this article is deemed a nuisance per se.
- (b) An owner or tenant may be charged with more than one violation of the provisions of this article in a single complaint or municipal civil infraction provided each violation so charged, relates to the same property.
- (c) A violation of any provision of this article shall be a municipal civil infraction, assessed against the owner or tenant of the premises, structure or part thereof, or equipment. Each day that a violation exists shall be considered a separate punishable offense. Repeat violations, failure to repair or eliminate imminently dangerous or life-threatening situations may be cited as misdemeanors.

Sec. 26-117. – Appeals

- (a) Procedure. Any person with standing shall be permitted to appeal a notice of violation from the City of Marquette Fire Department to the Board of Appeals, when it is claimed that any one or more of the following conditions exist:
 - (1) The true intent of the Adopted Code has been incorrectly interpreted.
 - (2) The provisions of the Adopted Code do not fully apply.
 - (3) A decision is unreasonable or arbitrary as it applies to new alternatives or materials.
- (b) An appeal shall be submitted to the City of Marquette Fire Department in writing within 21 calendar days of the day the notice of violation is served. Failure to file the written notice of appeal within the 21-day period shall be deemed a waiver of the person's right to a hearing or to otherwise contest the notice of violation. An application for appeal shall be accompanied by a fee as set forth in the city fee schedule to cover the city's cost of handling said appeal. The appeal shall outline all of the following:
 - (1) The name, address, and phone number of the appellant.
 - (2) The Adopted Code provision (s) from which relief is sought.
 - (3) A statement indicating which conditions of Sec. 26-117(a) apply.
 - (4) A requested remedy.
 - (5) Justification for the requested remedy stating specifically how the Adopted Code is complied with, public safety is secured, and fire fighter safety is secured.
- (c) Upon timely receipt of an appeal, the City of Marquette Fire Department shall set a time for a hearing before the Board of Appeals and shall give the appellant written notice of the date, time, and location for the hearing. Documentation supporting an appeal shall be submitted to the City of Marquette Fire Department and the Board of Appeals at least 7 calendar days before the appeals board meeting. No additional information shall be submitted to review by the Board of Appeals without the information being submitted to the City of Marquette Fire Department for their review prior to the hearing date.
- (d) Hearings. Hearings shall be commenced within a reasonable time after an appeal has been filed. At such hearings, the appellant shall be given an opportunity to be heard and to show cause why the notice of violation should be modified or withdrawn. A fire inspector shall be given opportunity to provide information relative to and supportive of charging the violation.

- (e) Decisions and powers.
 - (1) The Board of Appeals shall provide for the reasonable interpretation of the provision of the Adopted Code and issue rulings on appeals of the decisions of the City of Marquette Fire Department.
 - (2) The ruling of the Board of Appeals shall be consistent with the letter of the Adopted Code or when involving issues of clarity, ensuring that the intent of the Adopted Code is met with due consideration for public safety and fire fighter safety.
 - (3) The Board of Appeals shall have the authority to grant alternatives of modifications through procedures outlined in the NFPA-1 Fire Code.
 - (4) The Board of Appeals shall not have the authority to waive the requirements of the Adopted Code, except as specified by the Stille-Derossett-Hale Single State Construction Code Act 230 of 1972.
 - (5) The Board of Appeals decisions shall not be precedent setting.
 - (6) Any Board of Appeal decision will be for this article and shall not and cannot waive the requirements and provisions of any other ordinance, code, or law.
 - (7) A decision of the Board of Appeals to modify an order of the City of Marquette Fire Department shall be in writing and shall specify the manner in which such modification is made, the conditions upon which it is made, the reasons therefore, and justification linked to specific code sections.
 - (8) A copy of the decision will be sent by mail or delivered in person to the appellant and a copy shall be publicly posted in the office of the City of Marquette Fire Department for 2 weeks after filing.
 - (9) If a decision of the Board of Appeals reverses or modifies a refusal, order, or disallowance of the City of Marquette Fire Department, or varies the application of any provision of the Adopted Code, the City of Marquette Fire Department shall take action immediately in accordance with such decision.
 - (10) The failure of the appellant or his representative to appear and state his case at the hearing shall have the same effect as if no appeal was filed and the board shall proceed to deny the appeal and affirm the notice of violation.
- (f) Meetings. The Board of Appeals shall meet in a fixed place and all meetings shall be open to the public. The board shall keep a record of its proceedings, showing the actions of the board and the vote of each member upon each question considered. These records shall be considered public records.
- (g) Appeal of board decision. The decision of the Board of Appeals shall be final. However, a party aggrieved by the order or decision may appeal the decision to a court of competent jurisdiction as provided by state statutes and court rule.

Secs. 26-118—26-141. - Reserved.

SECTION 3. Effective Date.

This ordinance shall take effect ten days after adoption but not before publication.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

Consent Agenda

Schedule Public Hearings for Recreation Grants

BACKGROUND:

Many of the improvements to park infrastructure in recent years have been accomplished utilizing Michigan Department of Natural Resources grant funding matched with local fundraising or City funds. Recreation grant applications are due April 1, 2022 for the current grant cycle.

The City is submitting two grant applications this year. One is a Recreation Passport Grant on behalf of the Marquette Lions Club to renovate Lions Lakeside Park on Front Street next to Father Marquette Park. The other is a Land and Water Conservation Grant to construct a day use access road and parking area at Tourist Park. Neither will require general fund contributions.

Each application requires a public hearing and resolution of support.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Schedule a public hearing to consider the grant application for Lions Lakeside Park and a public hearing to consider the grant application for Tourist Park, both for the March 28, 2022 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

New Business **City Commission Sub Committee**

BACKGROUND:

On January 31, the Northern Michigan University (NMU) Foundation provided an update at a Special Meeting of the City Commission regarding due diligence findings and opportunities for redevelopment at the former UP Health System - Marquette Hospital Site. The City Commission approved a Memorandum of Understanding with the NMU Foundation supporting the redevelopment project at their February 28 regular meeting.

In discussions with the NMU Foundation, they have offered to include a three-member sub-committee of the City Commission as observers in their review of the proposals that will identify a master developer for the project. This sub-committee would serve in a consulting capacity to both the NMU Foundation and City Commission throughout the development process.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Authorize the Mayor to appoint three City Commissioners to the hospital redevelopment sub-committee.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

New Business

Kids Cove Playground Update and Budget Amendment

BACKGROUND:

At the March 30, 2020 meeting the City Commission authorized submitting a Michigan Natural Resources Trust Fund grant application for replacement of Kids Cove playground with a fully inclusive universal design playground. The grant was awarded in the amount of \$300,000 with a \$300,000 match. Marquette Playgrounds for All (MPFA) committed to raising all matching funds as per the attached letter.

On April 12, 2021, the City Commission awarded the professional services contract to Sanders & Czapski Associates in the amount of \$77,000. Throughout the design process, it has become apparent that replacing Kids Cove with a completely accessible playground of the size and scope necessary to meet the community's expectations would be significantly more expensive.

Current estimates have the construction and demolition costs at \$1,350,505. Sanders & Czapski Associates will also be seeking a change order to design the ADA restroom portion of the project, bringing their total fee to \$80,200. The total project cost at this time is estimated to be \$1,430,705.

The MPFA, in partnership with the Community Foundation of Marquette County, has raised more than \$600,000, for a total of \$900,000 including grant funding, and is well on their way to securing funding for the entire project.

The FY '22 budget requires amendment to account for both the additional expenses and the additional revenues from MPFA fundraising reimbursements. This would result in no additional expense to the general fund. A not-to-exceed amount of \$1,500,000 for total expense and revenues should cover estimated costs and unforeseen changes.

MPFA, Sanders & Czapski Associates, and the Community Foundation will present the current design to the Commission. Once the budget is amended to accommodate current estimated costs, staff will submit the design to the State of Michigan Department of Natural Resources for review prior to bidding out construction. Construction is currently planned for the summer of 2022.

FISCAL EFFECT:

MPFA has committed to raising all additional funds resulting in no change to general fund contributions by the City. A budget amendment is required to account for the additional expenditures and revenues.

RECOMMENDATION:

Approve the budget amendment for Kids Cove Inclusive Playground and amend the budget to reflect \$1,500,000 in expenditures and \$1,500,000 in revenues.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ MPFA Letter of Commitment for additional funds
- ▣ Community Foundation Statement of Funds Raised

Marquette Playgrounds for All
UP Children's Museum
123 W Baraga
Marquette, MI 49855

Re: Michigan Department of Natural Resources – Trust Fund Grant

Dear Michigan Department of Natural Resources,

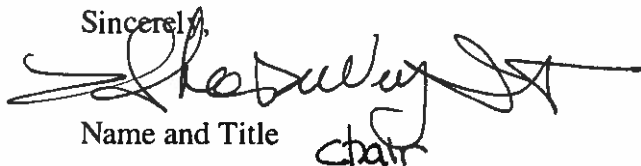
The Marquette Playgrounds for All organization is in full support of the City's Michigan Natural Resources Trust Fund grant application through the Michigan Department of Natural Resources to replace Kids Cove Playground at Mattson park.

Because of the value and importance of this project the Marquette Playgrounds for All organization commits to providing all matching funds for this project.

In 2019, the City completed a 5-Year Parks and Recreation Master Plan prioritizing accessible playground equipment in the parks. This universally accessible playground will service Mattson Park, Cinder Pond Marina, Marquette citizens, visitors and the many special events that take place at the park. The City of Marquette 5-Year Recreation Master Plan lists this project as a high priority.

It is without hesitation that the Marquette Playgrounds for All supports the City's Trust Fund Grant application to the Michigan Department of Natural Resources to assist in making this needed improvement a reality in our community.

Sincerely,


Name and Title chair

Community Foundation Playground For All - Kids Cove Fund

Beginning Balance Dec. 31, 2021	\$130,016.28
Contributions received	\$276,545.00
Outstanding Pledges Receivable	\$227,500.00
Ending Balance March 9, 2022	\$634,061.28

City of Marquette

City of Marquette DNR Grant	\$300,000.00
City of Marquette Office of Arts and Culture	\$10,000.00
	\$310,000.00

TOTAL	\$944,061.28
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In-kind donations and pledges	\$55,393.00
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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/14/2022

New Business **MiNextCities**

BACKGROUND:

As Michigan moves toward carbon neutrality, forward-looking cities ready to integrate energy solutions backed by thorough research, ambitious policy, and thoughtful urban planning will be critical. The MiNextCities program, developed by NextEnergy, is engaging stakeholders statewide to identify and deploy tailored solutions that improve energy solutions backed by research, policy, and urban planning for a broad spectrum of residents. MiNextCities is working on a roadmap for small to midsize cities to make Michigan a leader in the deployment of smart city solutions and one of the first states to fully capture the benefits promised by convergence of next-generation smart energy and mobility solutions.

The goals over the three-year project are to identify and deploy tailored smart city solutions, ensure benefits are equitably distributed among residents, and provide a roadmap to implement similar solutions across the state. In addition to NextEnergy, the program is being supported by Public Sector Consultants, a nonpartisan public policy research and consulting firm, and an advisory group composed of several entities including the Michigan Department of Environment, Great Lakes, and Energy, the Michigan Department of Transportation, the Michigan Economic Development Corporation, the Michigan Municipal League, and others.

The City of Marquette will work with NextEnergy to explore current and existing city initiatives that work to improve energy efficiency, reliability, and safety, conduct public outreach, and identify financial assistance tools to formulate technology solution deployments. Year one will be centered around community engagement and strategy design and years two and three will be the implementation and data gathering phase.

This Memorandum of Understanding is in accordance with the priorities set in the City of Marquette strategic plan and the recently passed resolution for Climate Action.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Authorize the Mayor and City Clerk to sign the Memorandum of Understanding with NextEnergy Center.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Program
- ▣ MOU

NextEnergy is developing MiNextCities one smart city at a time.

As Michigan moves toward carbon neutrality, forward-looking cities ready to integrate energy solutions backed by thorough research, ambitious policy, and thoughtful urban planning will be critical. The MiNextCities program is engaging stakeholders statewide to identify and deploy tailored solutions that improve energy efficiency, reliability, sustainability, safety, and quality of life for a broad spectrum of residents. MiNextCities is working on a roadmap for small to midsize cities to make Michigan a leader in the deployment of smart city solutions and one of the first states to fully capture the benefits promised by convergence of next-generation smart energy and mobility solutions.

Program goals

- Identify and deploy tailored smart city solutions
- Ensure the benefits are equitably distributed among residents
- Provide a roadmap for implementing similar solutions across the state

Smart city solutions use information and communication technologies to improve the efficiency and performance of interconnected infrastructure.

MiNextCities can help you deliver solutions such as:

- Fleet/building electrification
- Land use/building envelope strategies
- Shared mobility
- Smart parking/curb management
- Microgrids and distributed renewable resources
- Grid-interactive buildings

Research, development, deployment, and analysis

This three-year initiative will dream up, design, and drive input for an ultimate smart city roadmap that will serve as a consistent process any community can use to create successful, sustainable solutions.

Year one: Support community engagement and design custom, city-specific strategies

Years two and three: Implement deployments, gather and analyze data and program metrics, and collect and assess community input



The work begins in Dearborn, Flint, and Marquette.

Support community outreach and engagement

- Explore current city initiatives and plans that work to improve energy efficiency, reliability, sustainability, and safety
- Engage and listen to community stakeholders to ensure inclusive and equitable participation
- Establish community-based project teams to help set goals and objectives
- Implement smart city and mobility best practices

Initiate solutions deployment

- Identify specific solutions tailor-made for each city's objectives and capacity constraints using community-defined goals as a guide
- Develop comprehensive implementation, contracting, and financing plans
- Deploy technologies at scale and on a timeline that is appropriate for each city

Meet the team

NextEnergy is a leader in deploying smart city technologies in real-world environments and has a proven track record of quickly scaling solutions. With its extensive technical expertise and a wide network of partners with industry knowledge and investment, NextEnergy serves as the prime program contractor and will spearhead program management, solution deployment, and research.

Public Sector Consultants is a nonpartisan public policy research and consulting firm with vast experience in stakeholder and community engagement to support program development and facilitation, research, and community outreach. The firm has developed numerous roadmaps and best practice guides for multistakeholder and community initiatives.

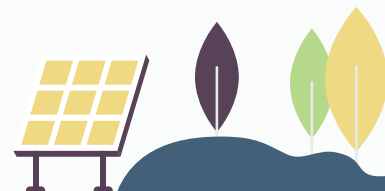
An **advisory group** composed of state government entities, industry representatives and statewide associations will meet on a regular basis to provide ongoing strategic guidance, input, and feedback on program design and serve as program ambassadors.

ADVISORY GROUP

Consumers Energy
DTE Energy
Michigan Department of Environment, Great Lakes, and Energy
Michigan Department of Transportation
Michigan Economic Development Corporation
Michigan Energy Innovation Business Council
Michigan Municipal Electric Association
Michigan Municipal League

Local project teams will be composed of elected officials, city staff, and community leaders representing sectors such as economic and community development and environmental justice who will offer community-specific strategic guidance to help identify and determine the best path forward for selected technical solutions, financing, installation, and operation.

The MiNextCities program is made possible through funding and support from the Department of Energy, and the Michigan Department of Environment, Great Lakes and Energy.



For more information, visit MiNextCities.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MARQUETTE, MICHIGAN

and

NEXTEnergy CENTER

1. **Parties.** The Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Marquette, a Michigan municipal corporation whose address is 300 W Baraga Ave, Marquette, MI 49855, and NextEnergy Center, a Michigan not for profit corporation, whose address is 461 Burroughs, Detroit, MI 48202.
2. **Purpose.** This MOU, between the above-named parties, is entered into to provide some assurance that both parties will work to collaborate and execute project tasks for the timely implementation of the MiNextCities program in the City of Marquette, Michigan, as described within Appendix A.
3. **Term of MOU.** This MOU shall commence upon the day last signed and executed by the duly authorized representative of the parties to this MOU and shall remain in full force and effect until terminated. Termination of this MOU may be made without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities.** Responsibilities of NextEnergy Center and the City of Marquette shall be described in Appendix B.
6. **General Provisions.**
 - A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties, shall be incorporated by written instrument, executed and signed by all parties to the MOU.
 - B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Michigan and the State of Michigan shall have jurisdiction over any action arising out of this MOU and over the parties.
 - C. **Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
 - D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU.
 - E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or conditions of this MOU or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

NEXTENERGY CENTER

CITY OF MARQUETTE

Signature Date

Jim Saber
President & CEO

Signature Date

Jennifer A. Smith
Mayor

CITY OF MARQUETTE

Kyle Whitney
Clerk

Approved as to substance:

Approved as to form

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

APPENDIX A

NextEnergy is developing MiNextCities one smart city at a time.

As Michigan moves toward carbon neutrality, forward-looking cities ready to integrate energy solutions backed by thorough research, ambitious policy, and thoughtful urban planning will be critical. The MiNextCities program is engaging stakeholders statewide to identify and deploy tailored solutions that improve energy efficiency, reliability, sustainability, safety, and quality of life for a broad spectrum of residents. MiNextCities is working on a roadmap for small to midsize cities to make Michigan a leader in the deployment of smart city solutions and one of the first states to fully capture the benefits promised by convergence of next-generation smart energy and mobility solutions.

Program goals

Identify and deploy tailored smart city solutions

Ensure the benefits are equitably distributed among residents

Provide a roadmap for implementing similar solutions across the state

Smart city solutions use information and communication technologies to improve the efficiency and performance of interconnected infrastructure.

MiNextCities can help you deliver solutions such as:

- Fleet/building electrification
- Land use/building envelope strategies
- Shared mobility
- Smart parking/curb management
- Microgrids and distributed renewable resources
- Grid-interactive buildings

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APPENDIX B
JOINT AND ORGANIZATIONAL RESPONSIBILITIES WITHIN MINEXTCITIES
BETWEEN
CITY OF MARQUETTE AND NEXTENERGY CENTER

Joint Responsibilities

- Both parties will work together in executing the MiNextCities program through tasks that will include:
 - Exploring current and existing city initiatives that work to improve energy efficiency, reliability, sustainability, safety, etc. that may influence program direction.
 - Conducting public outreach and supporting on-the-ground marketing and communication efforts.
 - Identifying financial assistance tools and capacity constraints to ensure technology solution deployments are well positioned for technical and financial success.

City of Marquette Responsibilities

- Provide support for the timely execution of the MiNextCities program by connecting NextEnergy with key city officials and scheduling and attending regular program meetings and check-ins.
- Identifying/appointing local stakeholders for creation of local project team.
- Help local project team identify which issue areas and solutions are top priorities to pursue based on community needs and alignment with existing and/or proposed sustainability/climate planning projects and initiatives.
- Work with NextEnergy to formalize contracts and agreements for technology solution deployments.

NextEnergy Responsibilities

- Lead the development and execution of MiNextCities project plan to include:
 - Executing resident engagement plan and leading meetings with local project team and city officials to ensure inclusive, equitable participation.
 - Designing city-specific strategies and solutions.
 - Defining community-specific technology requirements using community-defined goals as a guide.
 - Identifying high-potential technology solutions, partners, and providers.
 - Initiating solutions deployment.
 - Collecting and analyzing deployment data and community impacts.
 - Drafting contracting and risk management plans for solutions deployments, etc.
 - Executing other general MiNextCities program management tasks.