

City of Marquette, MI



Meeting Agenda City Commission

**Monday, March 25, 2024
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(s)

Robbi Marcelain to the Board of Review for an unexpired term ending 02-01-27

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

Presentation(s)

2. Presque Isle Park Advisory Committee, by Dan LaBar

3. Consent Agenda

3.a. Approve the minutes of the March 11, 2024 Commission work session

3.b. Approve the minutes of the March 11, 2024 regular Commission meeting

3.c. Approve the total bills payable in the amount of \$1,080,256.04 which excludes \$758.32 in City Commission travel reimbursement, this reimbursement will be New Business item #4.

3.d. Carden International Circus, Inc. - Amended Special Event Permit

3.e. Materials Testing Services for 2024 City Construction Projects

3.f. Ordinance 729 - Downtown Development Authority TIF

3.g. Proclamation- Strengthening Families Month

3.h. Tourist Park Playground - Bid Award, Contract approval and Budget Adjustment

New Business

4. Mayor Davis Travel Reimbursement

5. Presque Isle Bandshell - Design Bid Award and Contract Approval

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

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

Consent Agenda

Approve the minutes of the March 11, 2024 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ March 11, 2024 WS Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Monday, March 11, 2024

4:30 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Ottaway, Schloegel, Smith

Absent: Mayer

Announcements

Mayor Davis had no announcements.

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

Margaret Brumm spoke about trade-offs, and said that if you look at the benefits to be realized from a decision, you need to know what will be lost.

Sheryl Feldman asked how long the TIF will be for.

Fred Stonehouse said this whole thing should be carefully considered, and that the City and DDA should have a closer relationship.

Jen Tucker said the City Commission should remember that place is more important than potholes, and that people come to downtown Marquette because of the place that has been created.

Demetri Kaltsas said the TIF will be for 30 years.

Jim Johnson said this TIF expansion is vital for the future of Third Street.

1. Downtown Development Authority Tax Increment Financing Plan

Assistant City Manager Sean Hobbins offered a brief presentation detailing the current TIFs in the DDA district and of the City's active brownfield projects.

The City Commission touched on their support for the DDA's mission, and Commissioners followed up with questions about timelines, next steps and alternatives, use of TIF funds.

Staff said this plan accomplishes the goals as laid out in the DDA Master Plan, and said the DDA would have the ability to partner with the city for some of the major infrastructure projects in the district. Staff also said the length of the TIF allows for bonding in the long term.

Some Commissioners indicated that while they support extending the TIF district,

they have concerns about the fact that all increased property values since the establishment of the existing TIFs have gone to the DDA; the amount of property taxes received by the city was capped at the time the districts were created (in 1984 and 1992).

Mayor Davis and Commissioner Ottaway indicated a willingness to extend the TIF as requested, but shared a desire to evaluate the future goals and plans for the DDA, to ensure that it has the resources needed, while not taking too much from the City budget. Commissioner Ottaway said he would like to see a conversation about using revenue sharing with the DDA as a way to balance the equation a bit. Mayor Davis said the issue is that the city in 2054 may still be collecting taxes at the 1992 level.

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

Geraldine Nault worried about the length of the plan and said this sounds like a subsidy of the DDA.

Sheryl Feldman said all of this will fall on the citizens, and that 30 years is too long.

Margaret Brumm said tonight's presentation didn't hold her attention.

Demetri Kaltsas said this discussion is new and so people are skeptical. He spoke about zoning and land use.

Fred Stonehouse talked about the difficulty in making future plans to revisit documents, and talked about natural turnover of the city commission. He suggested extending the TIF for a period of one year.

Adjournment

Mayor Davis adjourned the meeting at 5:48 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

Consent Agenda

Approve the minutes of the March 11, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ March 11, 2024 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, March 11, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Ottaway, Schloegel, Smith
Absent: Mayer

Mayor Pro Tem Jessica Hanley moved to excuse Commissioner Cody Mayer due to personal reasons, seconded by Commissioner Jerney Ottaway and Carried Unanimously

Approval of the Agenda

Commissioner Jennifer Smith moved to Approve the agenda as presented, seconded by Commissioner Paul Schloegel and Carried Unanimously.

Announcements

Mayor Davis had no announcements.

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

Margaret Brumm invited the public to an event that will be held in the lower harbor, commemorating the beginning of the Covid-19 pandemic four years ago. She then advocated for the city to plant clover, rather than grass.

Public Hearing(s)

1. Downtown Development Authority TIF Plan - Roll Call Vote

Mayor Davis opened the public hearing, inviting comment from interested members of the audience.

Jen Tucker provided support for the recommendation to approve the TIF and she praised the DDA. She said that 30 years may seem like a long time, but it's really not. She said this is about the future of the district, and the City.

Nichole Durley-Rust supported the plan, and talked about downtown statistics and district needs. She highlighted the increased traffic to the downtown.

Geraldine Nault talked about the City's budget concerns. She said she lives on a fixed income, and this TIF seems like a subsidy for the DDA, but no one is

subsidizing her budget. She said the length of a 30-year TIF concerns her. Wes Pernsteiner spoke about the DDA's role in the increased vibrancy of the downtown area. He said the current TIF plan has diverted some DDA revenue away from the areas around Washington and Spring streets and into the Third Street corridor. He said that isn't equitable in the long-term and a failure to extend the TIF along Third Street would be an indication of the City's priorities. Margaret Brumm commented about the cleanliness of DDA streets, which she said could be better, and spoke about the cost of items at the farmers market. She recommended the City Commission postpone a decision on this item. Sheryl Feldman spoke about home ownership. She said she wouldn't mind extending the TIF district for a year or two, and said she thinks too much focus is placed on tourism. Libby Nelson, representing The Bodega, said the restaurant's support system is local residents, not tourists. She said tourists may not live here and may not contribute to the community year-round, but that they do provide an environment that supports the locals, including the staff at The Bodega. Fred Stonehouse said 30 years is a long time and said there is no direct connection between a tourist visiting the city and the budget of the city. Meagen Morrison expressed support for the TIF plan. She said she is a homeowner in Marquette and that she chooses to live in the city in part due to the vibrant downtown. Erica Smith said she recently closed her shop on Washington Street and said that it is clear that the Third Street corridor gets neglected, when compared to Washington. She said she supports the TIF extension. Janelle Buttery, representing Kognisjon Bryggeri, voiced support for the TIF. She said their business is focused on the locals, the residents and the community, and the tourism is a bonus.

With no one else looking to comment, Mayor Davis closed the public hearing. Commissioner Jerney Ottaway moved to approve the Downtown Development Authority TIF Plan #4 with a term ending in 2036; waive the development area citizens council requirement; direct the creation of an ad hoc committee to include City Commissioners and DDA board members, as well as City and DDA staff, to develop a revenue sharing plan prior to amending and extending the current TIF plan to 2054; and to direct the Mayor and Clerk to sign the resolution. Commissioner Paul Schloegel seconded the motion. Discussion ensued, with commissioners praising the work of the DDA and talking about the best way to facilitate an equitable TIF structure that supports the entirety of the district, while also finding a balance between the growth of the DDA and the long-term budgetary needs of the City. Commissioners noted that much of the original TIF was established more than 30 years ago, meaning that the amount of tax revenue received by the City for the existing TIF district has remained unchanged for decades. Commissioners discussed options that could help the City's general fund to realize some revenue from the area without undermining the DDA's tax capture. Following discussion, Commissioner Jennifer Smith made a motion to amend the motion on the floor to read as follows: Approve the Downtown Development Authority TIF Plan #4, however with a term ending in 2036 to match the existing timeline of the plan approved in 2010, and to further waive the development area

citizens council requirement and direct city staff to work with DDA staff and to bring back a plan to the city commission to amend and extend the TIF plan to 2054, and to direct the Mayor and City Clerk to sign the resolution.

Commissioner Paul Schloegel seconded the motion to amend, which carried unanimously.

The commission then voted on the amended motion, which carried unanimously by roll call vote.

2. Consent Agenda

Commissioner Michael Larson moved to Approve the Consent Agenda as written, seconded by Commissioner Paul Schloegel and Carried Unanimously.

2.a. Approve the minutes of the February 20, 2024 regular Commission meeting

2.b. Approve the total bills payable in the amount of \$2,980,512.56

2.c. Carden Circus - Special Event Permit

2.d. Door and Glass Purchase

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

2.f. KBIC Funding for the Marquette City Fire Department

2.g. KBIC Funding for the U.P. Children's Museum

2.h. Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

2.i. Sault Ste. Marie Tribe of Chippewa Indians Funding for the Hospitality House of the Upper Peninsula, Inc.

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

2.k. Schedule Public Hearing - Rezoning of 756 W. Washington Street

2.l. SIMP and Front/Crescent Street Sewer Extension Project

2.m. Superior Watershed Partnership Funding

New Business

3. Purchase Agreement Extension - 600 W. Spring Street

Mayor Pro Tem Jessica Hanley moved to Approve the addendum to the purchase agreement with Habitat for Humanity, and authorize the Mayor and Clerk to sign, seconded by Commissioner Michael Larson 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 referred to her prior comment, when she said the DDA streets should be cleaner. She said that, after being challenged on that point, she will now be very happy to share with the City Commission how dirty the streets are.

Patricia Sala said she works downtown and does not see a lot of trash or litter. She praised the DDA for the work that they do, including trash and snow removal.

Comments from the Commission

Commissioner Ottaway had no comment.

Mayor Pro Tem Hanley said it was a good work session and meeting, and asked if the City Manager could share an update on the Cliffs-Dow site.

Commissioner Schloegel said he thought the meetings tonight were engaging and well-thought out.

Commissioner Smith said she was thinking about all the times this TIF conversation has come up previously. She said she is happy to finally take steps on this, and not kick the can down the road.

Commissioner Larson said, in response to a public comment from earlier in the meeting, that this plan is not being "pushed through". Rather, this has been a long and public process. He said the DDA has been planning for years, and this is the next step.

Mayor Davis said this was a very difficult, but very rewarding, meeting, and she said the topic had consumed her for the last week. She acknowledged that it has been four years since the Covid pandemic was declared.

Comments from the City Manager

City Manager Karen Kovacs discussed the TIF and commended the DDA and City staff for the work done to this point. Regarding the Cliffs-Dow site, she said the City had been negotiating with the state, working toward a plan that would site a new home for veterans on the property, and city representatives thought they were making some progress. She said the City was seeking compromise on a few points, including the ability to provide some protection to the City from any future third party liability, well as a desire to define the responsibility for any contaminated materials found on the site. She said the state is operating on a tight timeline that involves state and federal funding schedules, and representatives from the state indicated today that the plan would not be moving forward on the City property. She said the City supports the state in their future efforts to find a location for the home.

Adjournment

Mayor Davis adjourned the meeting at 7:19 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

Consent Agenda

Carden International Circus, Inc. - Amended Special Event Permit

BACKGROUND:

The Carden International Circus, Inc. initially requested a Special Event Permit for City Parks, Streets, Buildings and Grounds to use the Russell Arena within Lakeview Arena for the Carden Circus May 25 and May 26, 2024. The event reached out to staff to amend the dates to May 10 and May 11, 2024. Use details are included in the revised agreement. Staff has worked with the City Attorney and user group to develop the revised permit.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$3,600 plus miscellaneous reimbursements.

RECOMMENDATION:

Approve the revised Special Event Permit for City Parks, Streets, Buildings and Grounds with the Carden International Circus, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit and Insurance

**SPECIAL EVENTS PERMIT FOR CITY PARKS,
STREETS, BUILDINGS AND GROUNDS**

THIS AGREEMENT, made this _____ day of _____, 2024 between CITY OF MARQUETTE, a Municipal Corporation of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and CARDEN INTERNATIONAL CIRCUS, INC., a Missouri corporation of 3901 W. State Highway 0, Springfield, MO 65803, hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

- (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

RUSSELL ARENA

- (2) Term. The term of this Permit shall be for May 10, 2024 from 6:00 a.m. until May 11, 2024 at 11:00 p.m.
- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"CARDEN CIRCUS"

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

- (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

Russell Arena	\$1,800.00/Day
Staging/Stairs	\$25.00/Section
Chairs	\$2.00/per chair User set up
	\$5.00/per chair Arena Staff set up
Tables	\$5.00/per table User set up
	\$10.00/per table Arena Staff set up

Pipe and Drape	\$12.50/section
Genie Boom	\$80.00/hour (equipment only)
Service Personnel (i.e. equipment operator, etc.)	\$45.00/hour w/ 2 hr minimum*

- (6) **Clean-up, Repairs, Maintenance and Damage.** PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall remove all of its belongings from the premises and complete all clean-up and repairs no later than 48 hours after the end of the Term. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

- (7) **Clean-up and Damage Bond.** PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of \$250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;

(c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and

(d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

- (8) **Electrical Permits.** For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

- (9) **All Utilities.** The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY's electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY's electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE'S sole expense.

- (10) **Reimbursement of Utility Costs.** PERMITTEE shall reimburse the CITY the sum of \$500.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.
- (11) **Signs.** PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.
- (12) **Insurances.** CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

- **General Liability**

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

☐ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

☐ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of \$500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than \$500,000 insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of food on the premises.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

■ Other insurance.

If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its

operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

- (14) **Right of Inspection and Access.** The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) **Compliance With Rules and Regulations.** PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) **Concessions.** PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
 - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
 - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
 - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
 - (iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

- ☐ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;
from _____ a.m. / p.m. until _____ a.m. / p.m. on _____ 20__;

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from _____ a.m. / p.m. until _____ a.m. / p.m. on _____, 20__. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

- (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.

- (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.

- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.
- ☐ (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- ☐ (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:

- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.
- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping

fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

- (a) Name and address of the owners of the tent or air supported structure.
- (b) Date the fabric was last treated with flame resistant solution.
- (c) Trade name of kind of chemical used in treatment.
- (d) Name of person or firm treating the material.
- (e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

■ (29) Fire.

- (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
- (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
- (c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

- (30) **Music.** PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

- (31) **Conditions/Requirements.** Additional conditions and requirements of this permit are as follows:

Lakeview Arena must be vacated each night – no people or animals may be housed in the facility at night.

- (32) **Cancellation or Modification.** It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.

- (33) **Duplicate Original Copies.** This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

- (34) **Governing Law.** This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

- (35) **Paragraph Headings.** The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

- (36) **Entire Agreement.** This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERNING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

CARDEN INTERNATIONAL
CIRCUS, INC.

Sally Davis, Mayor



By:
Its:

Kyle Whitney, City Clerk



By:
Its:

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



CARDINT-01

MCHUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2024

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
Johnson, Kendall & Johnson, Inc.
109 Pheasant Run
Newtown, PA 18940

CONTACT
NAME
PHONE
(A/C No. Ext) (215) 968-4741 FAX
(A/C No.) (215) 968-0973
E-MAIL
Address Info@jkj.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Accredited Surety and Casualty Company, Inc. 26379

INSURED

Carden International Circus, Inc.
3901 W. State Highway 0
Springfield, MO 65803

INSURER B.

INSURER C

INSURER D

INSURER E

INSURER F

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	1-TRE-MO-17-01338681-00	8/22/2023	8/22/2024	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (E.C. 1003.01) \$ 2,000,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMPOPA \$ 2,000,000
						COMBINED SINGLE LIMIT (E.C. 1003.01) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTIONS				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EMPLOYEE OFFICER/DIRECTOR (Mandatory in NH)	N/A				PER STATUTE \$
	If any description under DESCRIPTION OF OPERATION					FL DISEASE - EA EMPLOYEE \$
						FL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
Elephant, Camel and Pony acts and rides. Moonbounces and Face painting, Circus acts and production. The following are named as additional insured:
Lakeview Arena; and the City of Marquette
Dates: May 10th & 11th, 2024

CERTIFICATE HOLDER

CANCELLATION

City of Marquette
300 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

ACORD 25 (2016/03)

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

Consent Agenda

Materials Testing Services for 2024 City Construction Projects

BACKGROUND:

Construction materials used on City projects often require testing to ensure conformance with project plans and specifications. City Engineering technicians complete a portion of this testing but some is beyond the scope of City owned equipment and expertise. The City has annually hired outside consulting firms for this type of testing.

A request for proposals for construction materials testing was advertised. Three firms responded and their proposal were evaluated and scored by Engineering staff. Average scores are summarized below.

Consultant Score (max 100)

GEI Consultants 93

Coleman Engineering 88

Benesch Engineering 68

FISCAL EFFECT:

\$17,000 is included within the approved FY 2024 budget for this purpose. Sufficient funds for testing services are identified for each project.

RECOMMENDATION:

Approve the construction materials testing Professional Services Contract for 2024 construction projects with GEI Consultants of Michigan, P.C. for an amount not-to-exceed \$17,000, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Professional Services Contract GEI
- ▣ Insurance
- ▣ RFP
- ▣ GEI Proposal
- ▣ Coleman Proposal

▢ Benesch Proposal

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 2024

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 6, 2024 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is December 1, 2024.

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 \$17,000.00.

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.

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 _____, 20__.

OWNER

CITY OF MARQUETTE, OWNER

Witness

Sally Davis, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT

GEI Consultants of Michigan, PC

Witness

By: _____

Its: Vice President

Address: 109 W. Baraga Ave

Telephone #: 906-284-9044

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2024

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 LLC. 1166 Avenue of the Americas New York, NY 10036-2774	CONTACT NAME: Christopher Freund PHONE (A/C, No, Ext): 973 401 5110 E-MAIL ADDRESS: Christopher.M.Freund@marsh.com FAX (A/C, No):
CN102051728-COD-GAWUP-24-25	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Insurance Company INSURER B : N/A INSURER C : Arch Indemnity Insurance Company INSURER D : Allied World Specialty Insurance Company INSURER E : INSURER F :
INSURED GEI Consultants Inc. (4300) 109 W. Baraga Avenue Marquette, MI 49855	NAIC # 11150 N/A 30830 16624

COVERAGES **CERTIFICATE NUMBER:** NYC-010872465-13 **REVISION NUMBER:** 8

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 <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	11PKG1998000 SIR - \$500,000 (Included in Limit) 11UFP1998000 (EXCESS GENERAL LIABILITY) (\$3,000,000 OCC / \$6,000,000 AGG)	01/01/2024 01/01/2024	01/01/2025 01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	11PKG1998000 (AOS) 11CAB1998100 (MA)	01/01/2024 01/01/2024	01/01/2025 01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Ded \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	14WC1998300 (AOS) 11WC1998200 (FL)	01/01/2024 01/01/2024	01/01/2025 01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 CONTRACTORS PROFESSIONAL LIABILITY			0312-7531	05/01/2023	05/01/2024	EACH CLAIM \$ 3,000,000 AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Construction Material Testing Services 2024 (Abraham)

CERTIFICATE HOLDER City of Marquette 1100 Wright Street 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 of Marsh USA LLC <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED GEI Consultants Inc. (4300) 109 W. Baraga Avenue Marquette, MI 49855
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

CONTRACTORS POLLUTION LIABILITY:
 ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.
 POLICY NUMBER: 0312-7536
 EFFECTIVE: 05/01/2023 - 05/01/2024
 EACH CLAIM / AGGREGATE: \$10,000,000

The General Liability, Automobile Liability, Contractors Pollution and Excess Liability policies provide Additional Insured status where required by written contract or agreement subject to policy terms, conditions, and exclusions.

This Insurance is Primary and Non-contributory on the General Liability, Automobile Liability, Contractors Pollution and Excess Liability subject to the policy terms, conditions, and exclusions.

Severability of interest applies where required by written contract or agreement with regards to General Liability

The General Liability, Automobile Liability, Workers Compensation, Contractors Pollution and Excess Liability policies provide Waiver of Subrogation where required by written contract or agreement.

The General Liability, Automobile Liability, Contractors Pollution and Excess Liability policies provide Additional Insured status where required by written contract or agreement subject to policy terms, conditions, and exclusions.

This Insurance is Primary and Non-contributory on the General Liability, Automobile Liability, Contractors Pollution and Excess Liability subject to the policy terms, conditions, and exclusions.

Severability of interest applies where required by written contract or agreement with regards to General Liability

The General Liability, Automobile Liability, Workers Compensation, Contractors Pollution and Excess Liability policies provide Waiver of Subrogation where required by written contract or agreement.

THE PROFESSIONAL ENVIRONMENTAL CONSULTANTS LIABILITY POLICY EVIDENCED ON THIS CERTIFICATE IS A COMBINED POLICY, POLLUTION COVERAGE IS INCLUDED.

The City of Marquette, its agents, representatives, directors, officials, and employees are listed as additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 11PKG1998000

Named Insured: GLOBAL INFRASTRUCTURE SOLUTIONS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2024

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
All parties where required by a written contract.	As required by written contract.
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 – 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
All parties where required by a written contract.	As required by written contract.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 11PKG1998000

Named Insured: GLOBAL INSTRUCTURE SOLUTIONS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2024

**THE CITY OF MARQUETTE
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MATERIAL TESTING SERVICES 2024**

Intent

The City of Marquette is requesting proposals to be used to select a firm to perform construction material testing services for various construction projects throughout the 2024 construction season.

The City has specific needs for these types of services on an intermittent basis and would like to contract with a firm to provide these services on a as needed basis.

Proposed Projects

Projects proposed for the 2024 construction season area as follows:

Lakeshore Boulevard Phase II
Front/Crescent Street Sewer Extension
SIMP and Sanitary Sewer Lateral Replacements
Sugarloaf Multiuse Path Extension
Dead River Mouth Dredging
Other projects if they become available

Submittals

The consultant's proposals can be delivered to Mikael Kilpela, Engineering Department, Municipal Service Center, 1100 Wright Street, Marquette, Michigan by **10:00 A.M. Thursday, February 15th, 2024.**

Proposals can also be emailed to Mikael Kilpela mkilpela@marquettemi.gov prior to the deadline.

Proposals must contain the following:

- Company legal name, addresses, phone/fax numbers and email address of each office.
- Testing Technician and Project Manager's experience, applicable certifications, and contact information.
- Statement of understanding of the work requested.
- Scope of testing services and cost per service.
- If applicable, hourly rates of personnel expected to be charged to the City.
- If applicable, mileage rates and mileage expected to be charged to the City.

Please complete all the fields on the testing services spreadsheet provided and include it with your proposal.

Proposal Selection

Proposals will be reviewed and evaluated by the City Engineer, Assistant Engineer, and the Staff Engineer. Proposals will be selected based on the above submitted content and past customer service satisfaction. A copy of the scoring sheet has been provided for your information.

Construction Testing Services Required

The services required of the selected firm include, but are not limited to:

Materials Testing: The Consultant will be required to perform necessary materials and density testing services for the HMA, concrete, backfill, embankment, subbase, aggregate shoulders, and aggregate base. Additional items requiring testing may be added on a project-by-project basis.

- Aggregate Testing
- Density Testing
- HMA Testing
- Portland Cement Concrete Testing

Certifications: Technicians assigned to these projects will need to have the following minimum certification for the work operations listed.

- Density (Earthwork or HMA Paving)
 - NRC Nuclear Density Gauge License
 - MDOT Density Technology Certification
 - Michigan Certified Bituminous Laboratory Technician (Level 1)
 - Michigan Bituminous QC/QA Technician (Level 2)

- Concrete Testing and Sampling
 - Michigan Concrete Field Testing – Level 1 (MCA or MCPA)
 - ACI Concrete Strength Testing Technician

- Aggregate Testing and Sampling
 - Michigan Certified Aggregate Technician Level one and Two

Test Data: Test results will be presented on MDOT standard forms and noted as a “pass” or “fail” when applicable.

Invoice Deadline: All invoices for work performed should be sent on a month by month basis. The final invoice shall be received by the City of Marquette no later than **December 1, 2024** unless special circumstances dictate and approved by the City Engineer. Invoices will be broken down by services performed on a project basis.

Note: Services are needed on an “on call” basis. The City will try its best to provide 24-hour notice, but there will be times when due to construction activities the notice will be shorter.

By submitting a proposal, the consultant agrees to use the Professional Services Contract as provided by the City of Marquette. Contract is attached for your review with a “Do Not Exceed” cost.

A copy of the “Consultant Proposal Evaluation and Scoring” sheet has been attached for your information on the scoring criteria.

The selected consultant will be required to submit the proof of insurance per the proposed contract to the City of Marquette prior to the award of the construction contract by the City Commission.

2024 City of Marquette Testing Services Request for Proposals

Company: _____

Service	Rate	Comments*
1) Technician rate		
2) Mileage		
3) Compaction		
Michigan Cone Test		
Density Nuclear Gauge		
4) Concrete		
Field Testing		(Includes air, slump, and cylinders)
Compressive Strength		
Hold		
5) Aggregate		
Sieve Analysis - Sand		
Sieve Analysis - Gravel		
6) HMA		
Extraction with Gradation		
Density Nuclear Gauge		
7) Reporting		Describe Reporting:
8) Expenses		List Expenses:
9) Overtime		
Over 8 hours		
Saturdays		
Sundays/Holidays		
10) Other*		

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

THE CITY OF MARQUETTE

CONSTRUCTION MATERIAL TESTING SERVICES

2024

CONSULTANT PROPOSAL EVALUATION AND SCORING

The submittal shall be selected based on the testing service costs and the scope of the services being rendered.

Company Name: _____

- 1) Company legal name, address, phone/fax numbers and email address of each office involved were submitted:

Notes:

1a) Score (0-10)

- 2) Provided testing technician(s) and project manager's experience, required certifications, and contact information:

Notes:

2a) Score (0-10)

- 3) Contractor understood the statement of understanding for the work requested:

Notes:

3a) Score (0-10)

- 4) Scope of Testing Services and Cost Per Service:

Notes:

4a) Score (0-30):

- 5) Hourly Rates of Personnel Expected to be Charged to the City.

Notes:

5a) Score (0-30)

- 6) Past Customer Service Satisfaction:

Notes:

6a) Score (0-10):

Total Score ($1a + 2a + 3a + 4a + 5a + 6a$):
--

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ between the City of Marquette, hereinafter called the “City” and _____ 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 .

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 _____ (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is _____.

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 \$_____.

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 _____, 20__.

OWNER
CITY OF MARQUETTE, OWNER

Witness

Sally Davis, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT

Witness

_____,

By: _____
Its: _____
Address: _____
Telephone #: _____

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

February 6, 2024
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 2024
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 300 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

Houghton, Michigan

616 Sheldon Avenue, Suite 211
Houghton, MI 49931
Phone (906) 451-4021
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

Chicago, Illinois

8615 W. Bryn Mawr Ave, Suite 406
Chicago, IL 60631
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 2024 construction season:

- Lakeshore Boulevard Phase II;
- Front/Crescent Street Sewer Extension;
- SIMP and Sanitary Sewer Lateral Replacements;
- Sugarloaf Multiuse Path Extension;
- Dead River Mouth Dredging; 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 2024 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

The services required for this project will be provided by GEI personnel. This project will be supervised by Mr. Chris Abraham, P.E and Mr. Chad Helppi, P.E. Mr. Abraham is a licensed Professional Engineer in Michigan and has over 26 years of experience in testing, managing, and overseeing large CQA projects. Mr. Helppi is also a licensed Professional Engineer in Michigan and has 5 years of field-testing experience and has participated in various project oversight roles. Mr. Helppi will both provide coordination, review daily field reports, and test results, and distribute results to the appropriate parties. The remainder of the testing will be provided by our experienced and certified technicians and/or engineering staff.

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	-	-	-
Project Manager	Chad Helppi, P.E.	(906) 370-1499	Level I	Yes	Yes
Laboratory Manager	Sarah Grant, EIT	(586) 292-0538	Level II	Yes	Yes
Engineering Technician	Bruce Peterson, EIT	(906) 869-0454	Level I	Yes	Yes
Engineering Technician	Josh Eckert	(608) 449-6585	Level I	Yes	Yes
Engineering Technician	Jon Wright	(906) 373-7203	Level I	-	Yes
Engineering Technician	Jacob Nabozny	(517) 518 2526	Level I	-	-
Engineering Technician	Joseph Roell, EIT	(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 "2024 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, 2024. Invoices will be itemized by services performed on a project basis.

We look forward to working with you. If you have any questions with regard to this proposal, please contact Chris Abraham at (906) 284-9044 or Chad Helppi at (906) 370-1499.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Chad Helppi, P.E.
Project Manager



Chris R. Abraham, P.E.
Vice President

CEH/CRA:lmc

Enclosures:

2024 City of Marquette Testing Services Request for Proposals Spreadsheet

2024 City of Marquette Testing Services Request for Proposals Spreadsheet

2024 City of Marquette Testing Services Request for Proposals

Company: GEI Consultants of Michigan, P.C.

Service	Rate	Comments*
1) Technician rate	\$74/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	\$25/trip	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	\$24/cylinder	For specimens that undergo compressive strength testing only.
Hold	\$12/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	\$115/test	
Sieve Analysis - Gravel	\$145/test	
6) HMA		
Extraction with Gradation	\$500/test	Includes crush count
Density Nuclear Gauge	N/C	The cost of this test is included in the Technician hourly rate
7) Reporting		Describe Reporting: Reports will generally be prepared by the Project Manager with assistance from Administrative Staff as necessary.
Administration Staff	\$78/hour	All reports will be reviewed by a licensed Professional Engineer prior to transmittal.
Project Manager	\$122/hour	
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.



COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440

February 6, 2024

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

Re: Construction Materials Testing
2024 Construction Projects
Marquette, Michigan

Dear Mr. Kilpela:

In response to your recent Request for Proposal, Coleman Engineering Company (CEC) is pleased to submit this cost proposal for Construction Materials Testing services for the 2024 construction season for the City of Marquette.

We have prepared the attached scope of testing services based on our understanding of the types of projects contemplated by the City. All services will be provided through our Iron Mountain, Michigan laboratory.

If you have any further questions or comments regarding this matter, please contact me at this office 906-774-3440 or by email at dedlebeck@coleman-engineering.com.

Sincerely,

COLEMAN ENGINEERING COMPANY

Dave Edlebeck
Laboratory Manager

DE/lp



COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801
PHONE: 906-774-3440 • FAX: 906-774-7776

Cost Proposal Construction Materials Testing 2024 Construction Projects Marquette, Michigan

General Company Information

Coleman Engineering Company (CEC) is a corporation licensed to conduct business in the State of Michigan. The construction materials laboratory is pre-qualified through the Michigan Department of Transportation (MDOT) and maintains national accreditation as an AASHTO Material Reference Laboratory. CEC plans on utilizing the personnel identified below:

Dave Edlebeck – Laboratory Manager
635 Circle Drive
Iron Mountain, Michigan 49801
(906) 774-3440 office
(906) 774-7776 fax
(906) 282-1915 cell
dedlebeck@coleman-engineering.com

Teidra Fuson – Laboratory Supervisor
635 Circle Drive
Iron Mountain, Michigan 49801
(906) 774-3440 office
(906) 774-7776 fax
(906) 396-2643 cell
tfuson@coleman-engineering.com

Jeremy MacDonald – Testing Technician
635 Circle Drive
Iron Mountain, Michigan
(906) 774-3440 office
(906) 448-8162 cell
jmacdonald@coleman-engineering.com

Taylor Follrath – Testing Technician
635 Circle Drive
Iron Mountain, Michigan
(906) 774-3440 office
(231) 233-8748 cell
tfollrath@coleman-engineering.com

Dylan Bousley – Testing Technician
635 Circle Drive
Iron Mountain, Michigan
(906) 774-3440 office
(906) 221-4126 cell
dbousley@coleman-engineering.com

Requested field and laboratory services shall be performed through our Iron Mountain laboratory.

Statement of Understanding

CEC understands that the City will contract with a firm to provide construction materials testing services for multiple projects listed below. This testing will be on an as-needed basis at the direction of the City's on-site representative per MDOT frequency requirements. Testing will be conducted per MDOT or City specifications and will be presented on MDOT standard forms. Results will be noted "pass" or "fail" as applicable. CEC will provide our services on a time and materials / "on-call" basis. We request 24 hours' notice but realize that is not always feasible. Additionally, CEC will make every effort to confirm that work is ready prior to leaving to the site if inclement weather is impending.

Proposed Projects

- Lakeshore Boulevard Phase II;
- Front / Crescent Street Sewer Extension;
- SIMP and Sanitary Sewer Lateral Replacements;
- Sugarloaf Multiuse Path Extension;
- Dead River Mouth Dredging;
- Other projects if they become available

Scope of Testing Services

Based on our previous experience with similar projects, the scope of testing will include density control of compacted soils, aggregate mixtures, Hot Mix Asphalt (HMA) and testing of fresh concrete for road and utility projects. Laboratory testing includes mechanical analysis of soils and aggregates, compressive strength of cylindrical concrete specimens and quantitative extraction / mechanical analysis of HMA mixtures. The specific test methods that will be utilized for the project are listed below.

➤ Concrete Testing

- MTM 205 Michigan Test Method for Consolidation Method of Concrete Cylinder Test Specimens
- MTM 206 Michigan Test Method for Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
- MTM 207 Michigan Test Method for Testing Concrete

➤ Aggregates

- MTM 107 Michigan Test Method for Sampling Aggregates
- MTM 108 Michigan Test Method for Materials Finer than No. 75µm (No. 200) Sieve in Mineral Aggregates by Washing
- MTM 109 Michigan Test Method for Sieve Analysis of Fine, Dense Graded, Open Graded and Coarse Aggregates in the Field
- MTM 110 Michigan Test Method for Determining Deleterious and Objectionable Particles in Aggregates

➤ Hot Mix Asphalt

- MTM 311 Michigan Test Method for Determining Aggregate Gradation for HMA Mixture
- MTM 313 Michigan Test Method for Sampling HMA Paving Mixtures
- MTM 314 Michigan Test Method for Theoretical Maximum Specific Gravity and Density of HMA Paving Mixtures
- MTM 315 Michigan Test Method for Bulk Specific Gravity and Density of Compacted HMA Mixtures Using Saturated Surface-Dry Specimens
- MTM 319 Michigan Test Method for Determination of Asphalt Content From Asphalt Paving Mixtures By the Ignition Method
- MTM 320 Michigan Test Method for Determining Specific Gravity and Absorption of Coarse Aggregates
- MTM 321 Michigan Test Method for Determining Specific Gravity and Absorption of Fine Aggregates
- MTM 324 Michigan Test Method for Sampling HMA Paving Mixtures Behind the Paver
- MTM 325 Michigan Test Method for Quantitative Extraction of Bitumen from HMA Paving Mixtures

➤ Compaction

- ASTM D6938 In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods
- ASTM D2950 Density of Hot Mix Asphalt Concrete in Place by Nuclear Methods
- MDOT Density Control Handbook One Point Cone / T-99 Modified T-180

Out of Scope Services

Out of Scope Services include testing services not identified in the above scope of work and include but are not limited to:

- Testing of engineered fill to replace deleterious soils identified during foundation excavation.
- Time spent on-site waiting for work to be completed for initial testing.
- Time spent on-site for retesting.
- Scheduled trips resulting in no work completed due to changed schedules or work cancelled without prior notification.
- All work described in the Scope of Testing Services will be completed within a normal 5 day/40-hour work week.
- Your construction representative and our field technician prior to completing any out of scope work will sign a Field Change Order. The Field Change Order will be utilized to prepare a work order to the contract.

2024 City of Marquette Testing Services Request for Proposals

Company: Coleman Engineering Company (CEC)

Service	Rate	Comments*
1) Technician rate	\$87.00 / hr	Portal to Portal, includes all field testing equipment
2) Mileage	\$0.75 / mile	
3) Compaction	\$87.00 / hr	Portal to Portal
Michigan Cone Test	\$87.00 / hr	Testing will be completed in the field under the hourly service rate and reported on MDOT Form 0582B
Density Nuclear Gauge	\$60.00 / day	
4) Concrete		
Field Testing	\$87.00 / hr	Testing will be completed in the field under the hourly service rate and reported on MDOT Form 1174R/1174S
Compressive Strength	\$25.00 / cyl	Reported on CEC Cylinder forms
Hold	\$10.00 / cyl	
5) Aggregate		
Sieve Analysis - Sand	\$115.00 / ea	Reported on MDOT Forms 1900 / 1901
Sieve Analysis - Gravel	\$145.00 / ea	Reported on MDOT Forms 1900 / 1901
6) HMA		
Extraction with Gradation	\$87.00 / hr	Testing will be completed at the contractor's on-site QC laboratory, per MDOT special provision. Reported on MDOT Forms 1903B / 1912
Density Nuclear Gauge	\$60.00 / day	
7) Reporting		Describe Reporting:
Admin Staff	\$87.00 / hr	Preliminary test results will be provided verbally at the completion of testing.
Project Manager	\$110.00 / hr	Typed testing reports will be submitted on appropriate forms via email, after Project Manager's review.
8) Expenses		List Expenses:
		None anticipated, but will advise and request approval prior to occurrence
9) Overtime		Overtime will be authorized prior to occurrence
Over 8 hours	\$130.50 / hr	
Saturdays	\$130.50 / hr	
Sundays/Holidays	\$130.50 / hr	
10) Other*		

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



DAVID EDLEBECK, Laboratory Manager

Education: Northeast Wisconsin Technical Institute, A.S. - Civil Engineering Technology, 1987

Experience:

2011-Present	Coleman Engineering Company
2000-2011	Dickinson County Road Commission
1997-2000	Niagara Mill
1990-1997	Coleman Engineering Company
1987-1990	Twin City Testing & Engineering Labs, Inc.

Certifications:

- MDOT Aggregate Sampling
- MCA Certified Concrete Field Testing Technician Level 1
- ACI Concrete Field Testing Technician Grade 1
- ACI Concrete Strength Testing Technician
- WisDOT Aggregate Technician I
- WisDOT Nuclear Density Technician I
- WisDOT Grading Technician I
- Radiation Safety Officer
- Coleman Engineering Company Nuclear Gauge Training

Mr. Edlebeck is a senior level engineering technician managing the geotechnical and construction materials testing operation at CEC's Iron Mountain Laboratory. Dave has extensive practical experience in the field of geotechnical and construction materials. Dave has performed technical support for major projects throughout the Upper Peninsula and Northern Wisconsin. Through his career with Coleman Engineering as well as other consultants and governmental agencies, he has developed a wealth of experience in civil engineering and construction fields. He is familiar with a variety of civil works related construction projects. He is an expert on the testing and measurement of physical properties of various construction materials and provides testing on a variety of construction materials which include soils, aggregates, concrete, HMA paving mixtures as well as other specialty testing and inspections.

Dave's management responsibilities include developing realistic testing programs, preparing cost proposals, assigning appropriate technical staff for projects, performing field and laboratory testing, monitoring the testing as the project progresses, reviewing test reports, preparing test reports, quality assurance of testing procedures, training personnel on testing procedures and maintaining the quality management system for the laboratory.

He is the resident expert for field and laboratory testing of soils for geotechnical purposes. He reviews all geotechnical information included for geotechnical investigations, provides confirmation of soil classifications, prepares final boring logs for preparation of geotechnical recommendations, completes necessary laboratory strength and index tests and prepares summary reports.

Through his extensive efforts he has built a significant reputation regarding the quality of testing offered through the laboratory operation. Currently the Iron Mountain laboratory maintains a national accreditation through AASHTO:resource, is a validated laboratory through the US Army Corps of Engineers and has qualified status with WisDOT and MDOT.

Related Project Experience:

LP Sagola Siding Conversion, Sagola, Michigan. Project Manager for project consisting of a conversion to Louisiana Pacific's existing facility which includes multiple building additions and equipment modifications, site work and rail construction. Performed DCP Testing, Soil Density Testing, Concrete and High Strength Grout Testing.

Quality Assurance Quality Control A. Lindberg and Son, Ishpeming, Michigan. Completed numerous laboratory testing projects associated with process control in the production of construction aggregates. Testing included particle size analysis, abrasion resistance and soundness testing as well as determination of deleterious and objectionable particles.

County Road 424, Iron County, Michigan. Project Manager for Quality Assurance Testing of Hot Mix Asphalt crushing, reshaping and resurfacing, and aggregate shoulder project.

Menominee County Road Commission, Marquette, Michigan. Project Manager for the construction materials testing throughout the county. Conducted field and laboratory strength testing of concrete and completed numerous laboratory testing projects associated with process control in the production of construction aggregates.

Iron County Road Commission, Iron County, Michigan. Project Manager for construction materials testing throughout the county, Provided density assurance testing of soils, subbase, aggregate base, and testing of hot mix asphalt placed on various county highways throughout the construction season.

US-2 over Big Cedar River, Menominee County, Michigan. Project Manager for construction materials testing for a Bridge replacement with 27-inch prestressed concrete box beam including cofferdams, steel piling, underdrains, hot mix asphalt road resurfacing, concrete curb and gutter, guardrail and pavement work on US-2 over Big Cedar River, Menominee County.

V.A. Hospital, Iron Mountain, Michigan. Project Manager for hospital expansion consisting of constructing an addition to the existing Community living Center. The new structure will be a one-story building with a small second story and a partial basement enclosing over 11,000 square feet of floor space. Construction will include frost depth foundations, foundation walls, concrete masonry walls, slabs-on-grade, elevated concrete floors, spray applied fireproofing, concrete patios, concrete anti-ram barriers, concrete sidewalks, curb and gutter, earthwork, and hot mix asphalt paving.

Michigan Concrete Association

Certification Board of Examiners

Hereby certifies that on 12/2/2022

Dave Edlebeck

did, by written and performance examinations, complete the requirements for

Concrete Field Testing Technician Level I

This certification expires on 4/15/2026

MCA Certification Board of Examiners

Michigan Department of Transportation

ACI – Greater Michigan Chapter

ACI – West Michigan Chapter

Alpena Community College



MCA Assistant Director of Training & Certification



Executive Director-Daniel DeGraaf



Examiner-William Foster

AMERICAN CONCRETE INSTITUTE

This is to certify that

DAVID R EDLEBECK

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Concrete Field Testing Technician – Grade I

Certified Date: 12/02/2022 Expires: 12/01/2027

Examiner of Record: William L Foster



ACI Managing Director of Certification

The Authenticity of this certification can be verified at [www. ACICertification .org/verify](http://www.ACICertification.org/verify)

AMERICAN CONCRETE INSTITUTE

This is to certify that

DAVID R EDLEBECK

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Concrete Strength Testing Technician

Certified Date: 11/29/2022

Expires: 11/28/2027

Examiner of Record: William L Foster



ACI Managing Director of Certification

The Authenticity of this certification can be verified at [www. ACICertification .org/verify](http://www.ACICertification.org/verify)



TEIDRA FUSON, Laboratory Supervisor

Education:	Bay College	2017-2018
	Northern Michigan University	2019
Experience:	2015 - Present	Coleman Engineering Company
Certifications:	MDOT Certified Hot Mix Asphalt QC/QA Technician	
	MDOT Level I / II Aggregate Technician	
	MDOT Density Technology	
	MCA Concrete Field Testing Technician Level I	
	ACI Concrete Field Testing Technician Level I	
	ACI Concrete Strength Testing Technician	
	WisDOT Nuclear Density Technician Level I	
	WisDOT Portland Concrete Cement Technician Level I	
	WisDOT Aggregate Technician Level I	
	WisDOT Concrete Strength Technician	
	Hazmat Certification	
	Nuclear Density Gauge Safety Certification	

Ms. Fuson is the Laboratory Supervisor at the Iron Mountain, Michigan laboratory. Her supervisory responsibilities include the laboratory activities associated with testing of soils and various construction materials. Her job description includes assigning work, outlining procedures to be used by technicians, performing training for new employees, and conducting periodic evaluations of technicians. Her responsibilities also include testing of hot mix asphalt (HMA) paving mixtures and applying formulas for the interpretation and calculation of test results and makes determinations regarding compliance. Construction materials routinely tested under her supervision include soils, construction aggregates, concrete (fresh and hardened) and hot mixed asphalt (HMA) mixtures. The testing procedures include field sampling and testing as well as laboratory-controlled testing activities.

Ms. Fuson has had an abundance of experience with testing HMA paving mixtures on airport projects, the Michigan Department of Transportation Bit Lab as well as local agencies. She has proven herself as being qualified on a variety of projects, requiring little supervision.

Related Project Experience:

Michigan Department of Transportation, As-Needed Inspection and Testing, Various Cities, Michigan. Performed as-needed laboratory testing of soils on a variety of MDOT projects throughout the Upper Peninsula. Work also included as-need field and laboratory testing of concrete to determine slump, temperature, and air content as well as strength determination.

Testing of Aggregates Little Bay Concrete Products, Gladstone, Michigan. Performed annual quality control testing of concrete aggregates utilized for precast concrete products. Laboratory testing included particle size analyses of fine and coarse concrete aggregates.

Iron County Road Commission, Iron County, Michigan. Provided density assurance testing of soils, subbase, aggregate base, and testing of hot mix asphalt placed on various county highways throughout the construction season.

City of Escanaba Stephenson Avenue Improvement Project, Escanaba, Michigan. Provided Quality Assurance Testing of in-place subgrade and basecourse material. Laboratory testing of aggregate included particle size analysis tests of dense graded aggregate to confirm compliance with project specifications. Testing also included field testing of HMA and HMA Mixture testing.

Sawyer International Airport, Gwinn, Michigan. Work consisted of acceptance testing on subgrade, sand subbase, recycled aggregate base course, and P-401/P-403 HMA pavement.

Dickinson County Airport Runway Rehabilitation, Iron Mountain, Michigan. Completed laboratory testing of subgrade and aggregate base materials as part of a pavement evaluation study for runway rehabilitation. Tests performed include FAA prerequisites Laboratory Compaction Characteristics of Soil, and particle size analyses.

Marquette County Road Commission, Marquette, Michigan. Work included determining asphalt content, particle size, and theoretical maximum density of hot mix asphalt from various locations throughout the county.

Eagle Mine ZLD Building, Champion, Michigan. Performed field density testing of compacted fill for site grading, building foundations, concrete slabs using nuclear testing methods. Conducted field and laboratory testing of cast-in-place concrete for footings, foundation walls and slabs

LP Sagola Siding Conversion, Sagola, Michigan. Conducted field and laboratory testing of cast-in-place concrete for footings, foundation walls and slabs for the conversion to Louisiana Pacific's existing facility which includes multiple building additions and equipment modifications, site work and rail construction.

US-2 over Big Cedar River, Menominee County, Michigan. Provided field and laboratory testing of concrete for a Bridge replacement with 27-inch prestressed concrete box beam including cofferdams, steel piling, underdrains, hot mix asphalt road resurfacing, concrete curb and gutter, guardrail and pavement work on US-2 over Big Cedar River, Menominee County.

As-Needed HMA Inspection and Testing, Gladstone, Michigan. Provided full-time HMA materials testing, reporting and record keeping, sampling verification for testing and obtaining HMA samples.

Michigan Concrete Association Certification Board of Examiners

Hereby certifies that on 4/8/2022

Teidra L Fuson

did, by written and performance examinations, complete the requirements for

Concrete Field Testing Technician Level I

This certification expires on 4/15/2025

MCA Certification Board of Examiners

Michigan Department of Transportation

ACI – Greater Michigan Chapter

ACI – West Michigan Chapter

Alpena Community College



MCA Assistant Director of Training & Certification



Examiner-William Foster



Executive Director-Daniel DeGraaf

AMERICAN CONCRETE INSTITUTE

This is to certify that

TEIDRA L FUSON

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Concrete Field Testing Technician – Grade I

Certified Date: 04/06/2022 Expires: 04/05/2027

Examiner of Record: David R Cook



ACI Managing Director of Certification

The Authenticity of this certification can be verified at [www. ACICertification .org/verify](http://www.ACICertification.org/verify)

AMERICAN CONCRETE INSTITUTE

This is to certify that

TEIDRA L FUSON

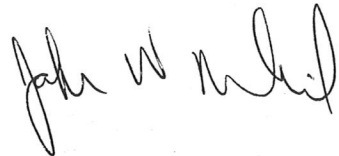
*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Concrete Strength Testing Technician

Certified Date: 11/10/2021

Expires: 11/09/2026

Examiner of Record: William L Foster


ACI Managing Director of Certification

The Authenticity of this certification can be verified at www.ACICertification.org/verify



FERRIS STATE UNIVERSITY
Institute for Construction Education and Training



HEREBY CERTIFIES THAT

Teidra Fuson

Has demonstrated through written and performance examinations
the ability and understanding necessary for classification as a

**MICHIGAN CERTIFIED AGGREGATE
TECHNICIAN LEVEL ONE**

And is therefore qualified to perform the following tests:

- ◆ Sampling
- ◆ Sample Reduction, Loss by Wash and Sieving
- ◆ Crush Particle Pick

EXPIRES: March 31, 2027

ENDORSEMENTS: ABC IDENTIFICATION NUMBER: 104260-0327

Doug Needham, President
Michigan Aggregate
Association

Kevin Kennedy
Pavement Operations Engineer
Michigan Department of Transportation

David Faber, Program Coordinator
Institute for Construction Education and Training
Ferris State University



FERRIS STATE UNIVERSITY

Institute for Construction Education and Training



HEREBY CERTIFIES THAT

Teidra Fuson

Has demonstrated through written and performance examinations
the ability and understanding necessary for classification as a

**MICHIGAN CERTIFIED AGGREGATE
TECHNICIAN LEVEL TWO**

And is therefore qualified to perform the following tests:

- ♦ Sampling
- ♦ Sample Reduction, Loss by Wash and Sieving
- ♦ Crush Particle Pick
- ♦ Deleterious Particle Pick
- ♦ Flat and Elongated Particles in Coarse Aggregate
- ♦ Fine Aggregate Angularity
- ♦ Fine and Coarse Aggregate Specific Gravity and Absorption

Expires: December 31, 2028

Endorsements: ABCDEFG

Identification Number: 104260-1228

Doug Needham, President
Michigan Aggregate
Association

Kevin Kennedy
Pavement Operations Engineer
Michigan Department of Transportation

David Faber, Program Coordinator
Institute for Construction Education and Training
Ferris State University



FERRIS STATE UNIVERSITY
Institute for Construction Education and Training



HEREBY CERTIFIES THAT

Teidra Fuson

has demonstrated, through a written and practical examination,
the knowledge and ability to perform tests as a

**MICHIGAN CERTIFIED HOT MIX ASPHALT
QC/QA TECHNICIAN**

and is hereby awarded this certificate of certification.

David Faber, Program Coordinator
Institute for Construction Education and Training
Ferris State University

Brett Stanton
Executive Director
Michigan Asphalt Paving Association

Kevin Kennedy
Pavement Operations Engineer
Michigan Department of Transportation

Qualification number: 0719-0325

Expires: March 31, 2025



FERRIS STATE UNIVERSITY

Institute for Construction Education and Training



HEREBY CERTIFIES THAT

Teidra Fuson

Has demonstrated the ability and understanding of Density Technology,
and is therefore qualified to perform the following tests:

- ♦ Density In-Place (Nuclear)
- ♦ One-Point Michigan Cone
- ♦ One Point T-99
- ♦ Michigan Modified T-180
- ♦ Speedy Moisture Gauge (Clay and Granular)

EXPIRES: May 31, 2027

IDENTIFICATION NUMBER: 12858-0527

Justin Foster, Compaction Control Specialist
Construction Field Services
Michigan Department of Transportation

David Faber, Program Coordinator
Institute for Construction Education and Training
Ferris State University



JEREMY J. MACDONALD, Construction Materials Testing Technician

Experience: 2014 - Present Coleman Engineering Company
1996 - 2017 Michigan Army National Guard
2010 – 2013 Michigan Army National Guard Recruiter

Certifications: MCA Concrete Field Testing Technician Level I
ACI Concrete Field Testing Technician Level I
MDOT Density Technology
MDOT HMA Paving Operations
MDOT Aggregate Tech Sampling
Troxler Nuclear Gauge Safety Certification
Hazmat Certification

Mr. MacDonald is a field and laboratory technician with Coleman Engineering Company based in our Iron Mountain, Michigan laboratory. His primary responsibility is to provide field and laboratory testing of various construction materials. He has provided construction testing throughout the Upper Peninsula of Michigan and northern Wisconsin for earthwork projects, concrete testing of foundations, floors, curb and gutter, elevated slabs, and field density control of Hot Mixed Asphalt (HMA) paving mixtures.

Mr. MacDonald has gained solid experience in laboratory and field construction quality assurance testing for industrial and commercial construction projects since joining Coleman Engineering Company. He has demonstrated talents in testing and has taken on assignments with enthusiasm.

Related Project Experience:

Michigan Department of Transportation, As Needed Testing - Various Locations, Michigan. Performed field testing of concrete and density of soil and hot mix asphalt per MDOT specifications.

M-35 over Portage Creek, Delta County, Michigan. Provided field testing of concrete for concrete deck and brush block patching, per MDOT specifications.

US-2 over Whitefish River, Delta County, Michigan. Provided field testing of concrete for concrete deck and brush block patching, per MDOT specifications.

City of Escanaba Stephenson Avenue Improvement Project, Escanaba, Michigan. Provided Quality Assurance Testing of in-place subgrade and basecourse material. Testing also included field testing of basecourse and top course HMA placed.

Dickinson County Road Commission Various Projects, Marquette, Michigan. Provided nuclear density testing on pulverized hot mix asphalt base course being placed, following MDOT Density and Inspection standards. This project was administered by the MDOT Local Agency Program.

County Road 424, Iron County, Michigan. Provided nuclear density testing of pulverized Hot mix asphalt aggregate base being placed, following MDOT Density and Inspection standards. This project was administered by the MDOT Local Agency Program.

Michigan Concrete Association Certification Board of Examiners

Hereby certifies that on 2/26/2021

Jeremy MacDonald

did, by written and performance examinations, complete the requirements for

Concrete Field Testing Technician Level I

This certification expires on 4/15/2024

MCA Certification Board of Examiners

Michigan Department of Transportation

ACI – Greater Michigan Chapter

ACI – West Michigan Chapter

Alpena Community College



MCA Director of Technical Services/Training



Examiner-William Foster



Executive Director-Daniel DeGraaf

AMERICAN CONCRETE INSTITUTE

This is to certify that

JEREMY J MACDONALD

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Concrete Field Testing Technician – Grade I

Certified Date: 02/24/2021 Expires: 02/23/2026

Examiner of Record: William L Foster



ACI Managing Director of Certification

The Authenticity of this certification can be verified at [www. ACICertification .org/verify](http://www.ACICertification.org/verify)



FERRIS STATE UNIVERSITY

Institute for Construction Education and Training



HEREBY CERTIFIES THAT

Jeremy MacDonald

Has demonstrated the ability and understanding of Density Technology,
and is therefore qualified to perform the following tests:

- ◆ Density In-Place (Nuclear)
- ◆ One-Point Michigan Cone
- ◆ Speedy Moisture Gauge (Clay and Granular)
- ◆ One Point T-99
- ◆ Michigan Modified T-180

EXPIRES: January 31, 2025

IDENTIFICATION NUMBER: 11536-0125

Justin Foster, Compaction Control Specialist
Construction Field Services
Michigan Department of Transportation

David Faber, Program Coordinator
Institute for Construction Education and Training
Ferris State University

Michigan Certified
Aggregate Technician

This certificate is issued by the
Aggregate Board of Examiners
to attest that

Jeremy MacDonald

has demonstrated through a written and practical
examination the required knowledge to be
designated as a

**Michigan Certified Aggregate
Technician Sampling**

104587-1127

Certification Number

A

Endorsements

06/30/27

Expires

Aggregate Board of Examiners

American Public Works Association
Asphalt Paving Association Of Michigan
Consulting Engineers Council Of Michigan
Federal Highway Administration
Ferris State University
Michigan Aggregate Association

Michigan Concrete Association
Michigan Concrete Paving Association
Michigan Infrastructure & Transportation Association
Michigan Municipal League
Michigan Society of Professional Engineers
Michigan Technological University

Report Address Change to:

FERRIS STATE UNIVERSITY
Institute for Construction Education and Training
1018 Maple Street
Big Rapids, MI 49307-1649
Telephone: 231.591.5826

FERRIS STATE UNIVERSITY
STUDENT SERVICES DEPARTMENT



TAYLOR FOLLRATH, Construction Materials Testing Technician

Education: Grand Valley State University, B.S. Criminal Justice, 2020

Experience: 2022-Present Coleman Engineering Company

Certifications: ACI Concrete Field Testing Technician Grade I
MCA Concrete Field Testing Technician Level I
MDOT Aggregate Technician Level I
WisDOT Aggregate Technician I
Troxler Nuclear Gauge Safety Training
Hazmat Certification

Mr. Follrath is a geotechnical technician that provides support to the geotechnical and construction materials laboratory in Iron Mountain, Michigan. His responsibilities include a variety of technical support tasks associated with geotechnical investigations, geotechnical laboratory testing, and construction materials testing. Since joining Coleman Engineering, he has taken on numerous opportunities to get involved with varied projects and tasks.

His experience also includes providing construction materials testing throughout the Upper Peninsula and northern Wisconsin for earthwork projects, underground utility construction, concrete testing of foundations, floors, curb and gutter and elevated slabs.

Related Project Experience:

Wells Street / Structure 27 Riser FNDS, Marinette, Wisconsin. Provided field and laboratory testing of concrete according to ATC concrete construction specifications for the placement of thermal concrete.

Marquette Area WWTF Biosolids Improvement Project, Marquette, Michigan. Provided field and laboratory testing of concrete according to project specifications. Technician also performed compaction testing on foundation backfill.

Marquette Shooting Range, Marquette, Michigan. Provided field and laboratory testing of concrete according to project specifications.

LP Sagola Siding Conversion, Sagola, Michigan. Conducted field and laboratory testing of cast-in-place concrete for footings, foundation walls and slabs for the conversion of Louisiana Pacific's existing facility which included multiple building additions and equipment modifications, site work and rail construction.

US-2 over Big Cedar River, Menominee County, Michigan. Provided field and laboratory testing of concrete for a Bridge replacement with 27-inch prestressed concrete box beam including cofferdams, steel piling, underdrains, hot mix asphalt road resurfacing, concrete curb and gutter, guardrail and pavement work on US-2 over Big Cedar River, Menominee County.

VA Medical Center Expanded Primary Care, Iron Mountain, Michigan. Provided field and laboratory testing of concrete for the 10,000 square feet addition to the main hospital.

Michigan Concrete Association Certification Board of Examiners

Hereby certifies that on 12/2/2022

Taylor Follrath

did, by written and performance examinations, complete the requirements for

Concrete Field Testing Technician Level I

This certification expires on 4/15/2026

MCA Certification Board of Examiners

Michigan Department of Transportation

ACI – Greater Michigan Chapter

ACI – West Michigan Chapter

Alpena Community College



MCA Assistant Director of Training & Certification



Executive Director-Daniel DeGraaf



Examiner-William Foster

AMERICAN CONCRETE INSTITUTE

This is to certify that

TAYLOR J FOLLRATH

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Concrete Field Testing Technician – Grade I

Certified Date: 12/02/2022 Expires: 12/01/2027

Examiner of Record: William L Foster



ACI Managing Director of Certification

The Authenticity of this certification can be verified at [www. ACICertification .org/verify](http://www.ACICertification.org/verify)



HEREBY CERTIFIES THAT

Taylor Follrath

Has demonstrated through written and performance examinations
the ability and understanding necessary for classification as a

**MICHIGAN CERTIFIED AGGREGATE
TECHNICIAN LEVEL ONE**

And is therefore qualified to perform the following tests:

- ♦ Sampling
- ♦ Sample Reduction, Loss by Wash and Sieving
- ♦ Crush Particle Pick

EXPIRES: December 31, 2028

ENDORSEMENTS: ABC

IDENTIFICATION NUMBER: 104962-1228

Doug Needham, President
Michigan Aggregate
Association

Kevin Kennedy
Pavement Operations Engineer
Michigan Department of Transportation

David Faber, Program Coordinator
Institute for Construction Education and Training
Ferris State University



Dylan Bousley, Construction Materials Testing Technician

Education: Northeast Wisconsin Technical College, 2023-present

Experience: 2022-Present Coleman Engineering Company

Certifications: ACI Concrete Field Testing Technician Grade I
MCA Concrete Field Testing Technician Level I
MDOT Aggregate Technician Sampling
Troxler Nuclear Gauge Safety Training
Hazmat Certification

Mr. Bousley is a testing technician that provides support to construction materials laboratory in Iron Mountain, Michigan. His experience includes providing construction materials testing throughout the Upper Peninsula and northern Wisconsin for earthwork projects, and concrete testing of foundations, floors, curb and gutter and elevated slabs.

Dylan has an excellent work ethic and is eager to take on any tasks asked of him.

Related Project Experience:

Wells Street / Structure 27 Riser FNDS, Marinette, Wisconsin. Provided field and laboratory testing of concrete according to ATC concrete construction specifications for the placement of thermal concrete.

Marquette Area WWTF Biosolids Improvement Project, Marquette, Michigan. Provided field and laboratory testing of concrete according to project specifications. Technician also performed compaction testing on transfer pad subgrade material.

Eagle Mine, Big Bay, Michigan. Providing quality control testing of cemented rock fill (CFR) material used in the backfilling of mine excavations. Field testing of concrete includes slump, air content, temperature testing, unit weight, and casting compressive strength specimens.

Marquette Shooting Range, Marquette, Michigan. Provided field and laboratory testing of concrete according to project specifications.

LP Sagola Siding Conversion, Sagola, Michigan. Conducted field and laboratory testing of cast-in-place concrete for footings, foundation walls and slabs for the conversion of Louisiana Pacific's existing facility which included multiple building additions and equipment modifications, site work and rail construction.

VA Medical Center Expanded Primary Care, Iron Mountain, Michigan. Provided field and laboratory testing of concrete for the 10,000 square feet addition to the main hospital.

Escanaba Lead Service Line Replacement, Escanaba, Michigan. Provided field and laboratory testing of concrete according to project specifications for the replacement of multiple blocks of curb and sidewalks throughout the city.

Michigan Concrete Association

Certification Board of Examiners

Hereby certifies that on 12/2/2022

Dylan Bousley

did, by written and performance examinations, complete the requirements for

Concrete Field Testing Technician Level I

This certification expires on 4/15/2026

MCA Certification Board of Examiners

Michigan Department of Transportation
ACI – Greater Michigan Chapter
ACI – West Michigan Chapter
Alpena Community College



MCA Assistant Director of Training & Certification



Examiner-William Foster



Executive Director-Daniel DeGraaf

AMERICAN CONCRETE INSTITUTE

This is to certify that

DYLAN R BOUSLEY

*has demonstrated knowledge and ability by
successfully completing the ACI Certification
requirements and is hereby recognized as an*

ACI Concrete Field Testing Technician – Grade I

Certified Date: 12/02/2022 Expires: 12/01/2027

Examiner of Record: William L Foster



ACI Managing Director of Certification

The Authenticity of this certification can be verified at [www. ACICertification .org/verify](http://www.ACICertification.org/verify)

MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 70 and 71, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations, and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee 1. Coleman Engineering Company 2. 635 Circle Dr. Iron Mountain, MI 49801		In accordance with application dated May 05, 2023, 3. License No.: 21-16955-01 is renewed in its entirety to read as follows:	4. Expiration Date: November 30, 2038 5. Docket No.: 030-11942 Reference No.:
6. Byproduct, source, and/or special nuclear material A. Cesium-137 B. Americium-241/Beryllium C. Cesium-137	7. Chemical and/or physical form A. Sealed Sources (AEA Technology/QSA, Inc., Model CDCW556; Isotope Product Laboratories, Model HEG-137) B. Sealed Sources (AEA Technology/QSA, Inc., Model AMNV.997; Isotope Product Laboratories, Model Am1.NO2, 3021, 3027) C. Sealed Sources (CPN, Model CPN-131)	8. Maximum amount that licensee may possess at any one time under this license A. 9 millicuries per source and 27 millicuries total B. 44 millicuries per source and 132 millicuries total C. 10 millicuries per source and 50 millicuries total	9. Authorized use A. For use in Troxler Electronic Laboratories Model 3400 Series portable gauging devices for measuring physical properties of materials. B. For use in Troxler Electronic Laboratories Model 3400 Series portable gauging devices for measuring physical properties of materials. C. For use in CPN International Division of InstroTek, Inc. Model MC Series PORTAPROBE portable gauging devices for measuring physical properties of materials.

**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

License No.: 21-16955-01

Docket or Reference No.:
030-11942

Amendment No. 23

- | | | | |
|---|--|--|--|
| 6. Byproduct, source, and/or special nuclear material | 7. Chemical and/or physical form | 8. Maximum amount that licensee may possess at any one time under this license | 9. Authorized use |
| D. Americium-241/
Beryllium | D. Sealed Sources (CPN, Model CPN-131) | D. 50 millicuries per source and 250 millicuries total | D. For use in CPN International Division of InstronTek, Inc. Model MC Series PORTAPROBE portable gauging devices for measuring physical properties of materials. |



**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

License No.: 21-16955-01

Amendment No. 23

Docket or Reference No.:
030-11942**CONDITIONS**

10. Licensed material shall be used or stored at the licensee's facilities located at:

A. 635 Circle Dr., Iron Mountain, Michigan, 49801

B. 200 E Ayer St., Ironwood, Michigan, 49938

Licensed material may be used at temporary job sites of the licensee anywhere in the United States where the U.S. Nuclear Regulatory Commission maintains jurisdiction for regulating the use of licensed material, including areas of exclusive Federal jurisdiction within Agreement States. If the jurisdiction status of a Federal facility within an Agreement State is unknown, the licensee should contact the Federal agency controlling the job site in question to determine whether the proposed job site is an area of exclusive Federal jurisdiction. Authorization for use of radioactive materials at job sites in Agreement States not under exclusive Federal jurisdiction should be obtained from the appropriate state regulatory agency.

11. Licensed material shall only be used by, or under the supervision and in the physical presence of, individuals who have received the training described in the application dated May 5, 2023. The licensee shall maintain records of individuals designated as users for 3 years following the last use of licensed material by the individual.

12. The Radiation Safety Officer (RSO) for this license is David R. Edlebeck.

**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

License No.: 21-16955-01

Docket or Reference No.:
030-11942

Amendment No. 23

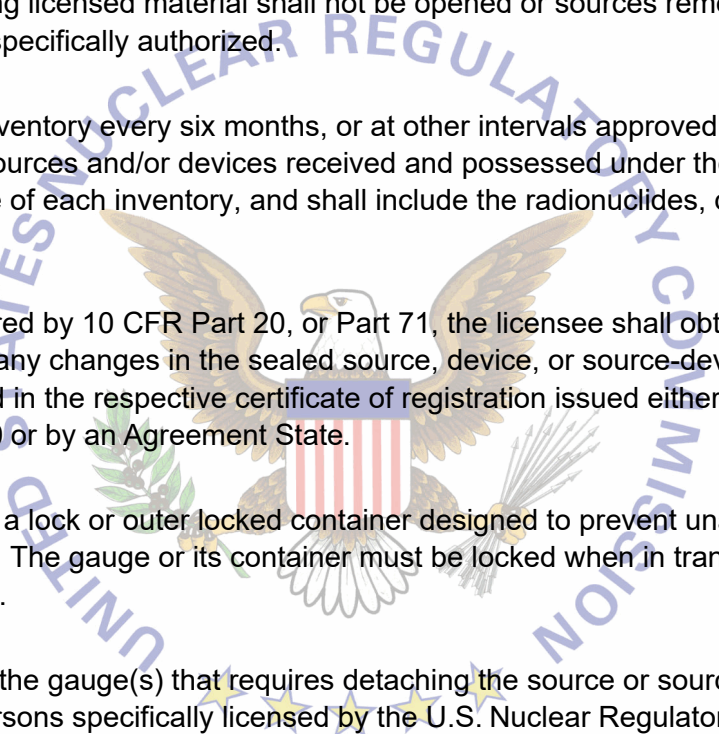
13. A. Sealed sources and detector cells shall be tested for leakage and/or contamination at intervals not to exceed the intervals specified in the certificate of registration issued by the U.S. Nuclear Regulatory Commission under 10 CFR 32.210 or by an Agreement State. In the absence of a registration certificate, sealed sources shall be tested for leakage and/or contamination at intervals not to exceed six months, or at such other intervals as specified.
- B. In the absence of a certificate from a transferor indicating that a leak test has been made within the intervals specified in the certificate of registration issued by the U.S. Nuclear Regulatory Commission under 10 CFR 32.210 or by an Agreement State, prior to the transfer, a sealed source received from another person shall not be put into use until tested and the test results received.
- C. Sealed sources need not be tested if they are in storage and are not being used. However, when they are removed from storage for use or transferred to another person, and have not been tested within the required leak test interval, they shall be tested before use or transfer. No sealed source shall be stored for a period of more than 10 years without being tested for leakage and/or contamination.
- D. The leak test shall be capable of detecting the presence of 185 becquerels (0.005 microcuries) of radioactive material on the test sample. If the test reveals the presence of 185 becquerels (0.005 microcuries) or more of removable contamination, a report shall be filed with the U.S. Nuclear Regulatory Commission in accordance with 10 CFR 30.50(c)(2), and the source shall be removed immediately from service and decontaminated, repaired, or disposed of in accordance with Commission regulations.
- E. Analysis of leak test samples and/or contamination shall be performed by persons specifically licensed by the U.S. Nuclear Regulatory Commission or an Agreement State to perform such services. The licensee is authorized to collect leak test samples but not perform the analysis.
- F. Records of leak test results shall be kept in units of becquerels (microcuries) and shall be maintained for three years.

**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

License No.: 21-16955-01

Docket or Reference No.:
030-11942

Amendment No. 23

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14. Sealed sources or source rods containing licensed material shall not be opened or sources removed from source holders or detached from source rods by the licensee, except as specifically authorized.
15. The licensee shall conduct a physical inventory every six months, or at other intervals approved by the U.S. Nuclear Regulatory Commission, to account for all sealed sources and/or devices received and possessed under the license. Records of inventories shall be maintained for three years from the date of each inventory, and shall include the radionuclides, quantities, manufacturer's name and model numbers, and the date of the inventory.
16. Except for maintaining labeling as required by 10 CFR Part 20, or Part 71, the licensee shall obtain authorization from the U.S. Nuclear Regulatory Commission before making any changes in the sealed source, device, or source-device combination that would alter the description or specifications as indicated in the respective certificate of registration issued either by the U.S. Nuclear Regulatory Commission pursuant to 10 CFR 32.210 or by an Agreement State.
17. Each portable nuclear gauge shall have a lock or outer locked container designed to prevent unauthorized or accidental removal of the sealed source from its shielded position. The gauge or its container must be locked when in transport or storage, or when not under the direct surveillance of an authorized user.
18. Any cleaning, maintenance, or repair of the gauge(s) that requires detaching the source or source rod from the gauge shall be performed only by the manufacturer or by other persons specifically licensed by the U.S. Nuclear Regulatory Commission or an Agreement State to perform such services.

**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

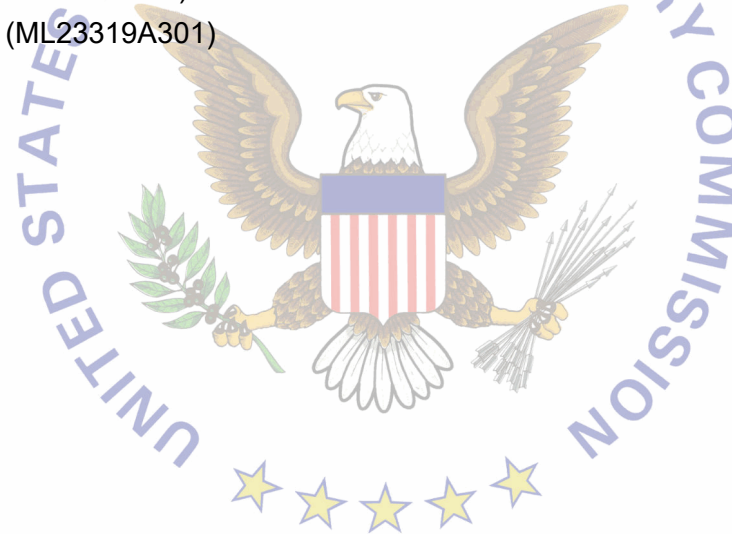
License No.: 21-16955-01

Docket or Reference No.:
030-11942

Amendment No. 23

19. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents, including any enclosures, listed below. This license condition applies only to those statements, representations, and procedures that are required to be submitted in accordance with the regulations. The U.S. Nuclear Regulatory Commission's regulations shall govern unless the statements, representations, and procedures in the licensee's application and correspondence impose on the licensee requirements that are more restrictive than or in addition to the regulations.

- A. Application dated May 5, 2023 (ML23128A035)
- B. Letter dated November 15, 2023 (ML23319A301)



FOR THE U.S. NUCLEAR REGULATORY COMMISSION

Date: November 22, 2023By: _____
Frank P. D. Tran
Region 3



STATEMENT OF QUALIFICATIONS

Construction Material Testing Services 2024

City of Marquette

FEBRUARY 15, 2024

February 15, 2024

Mikael Kilpela
City Engineer
Engineering Department, Municipal Service Center
1100 Wright Street
Marquette, MI 49855

RE: **City of Marquette - Construction Material Testing Services 2024**

Dear Mr. Kilpela,

This material testing service contract will require a team that is knowledgeable in all facets of materials testing, is local to the project sites and brings a proven history of delivering these services. **Benesch** is proud to present such a team, having previously completed construction engineering and inspection services for clients around the Superior Region. We believe the following benefits set us apart to successfully deliver the material testing services for the City:

- ✓ **Local Marquette Team with Statewide Support:** With an office in Marquette, we are a team committed to serving the City of Marquette and supporting their construction program in the 2024 construction season. We have had a strong presence in the Upper Peninsula (UP) for many years, serving the three MDOT TSCs in the Superior Region. Our construction team in Marquette is supported by a strong presence across the state of Michigan with experience working in all seven of the MDOT Regions, as well as for local agencies around the state. Our close proximity will enable us to quickly respond to changing project needs, maintain efficient access to project locations and effectively utilize the technology and equipment available to the project team.
- ✓ **Superior Region Materials Experts:** The Benesch Team has worked extensively with the MDOT team in and around the Superior Region. We have performed testing needs for all three of the MDOT TSCs and have a good working relationship with the TSC Construction teams as well as the MDOT Region Materials Engineer. Benesch has worked closely with MDOT, performing aggregate sampling and analysis, concrete testing and compressive strength testing and density testing. Our trusted teaming partner, **Soils and Structures**, will support the project team and provide HMA testing needs.

Thank you for the opportunity to submit our qualifications for this exciting contract. We trust that you will find that Benesch, along with our subconsultant, is more than qualified to provide the requested materials testing services for the City of Marquette and we look forward to the opportunity to serve your community.

Sincerely,



David Guastella, PE
Michigan Division Manager, Senior Vice President

Table of Contents

Cover Letter

Section 1	//	Company Information.....	4
Section 2	//	Project Understanding and Approach	5
Section 3	//	Project Staff	6
		Organization Chart.....	6
		Key Staff Resumes	7
Section 4	//	Hourly Rates.....	19
Section 5	//	Past Customer Service Satisfaction	23

FIRM INFORMATION

Legal Name: Alfred Benesch & Company

Lab Office

386 Silver Street.
Negaunee, MI 49866
P: 906-259-9465

VALUE FOCUSED.

COMMUNITY MINDED.

QUALITY DRIVEN.

Since our founding in 1946, Benesch has grown into a mid-sized firm nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength. Today, we are ranked among the Top 500 Design Firms in the country by Engineering News-Record.

Our full-time construction staff comprised of professional engineers, inspectors and more, specializes in overseeing contractors, coordinating sub-consultants, testing materials and executing in the field complex staging plans. We continuously monitor all phases of a project's development, from data collection and field surveys through contract documents and construction engineering and inspection.

Our projects range from multi-million-dollar, high-profile urban transportation assignments to smaller-scale projects. But no matter the size, we are sensitive to the impact each project has on local residents and businesses. We take everything from private driveways to major access roads into consideration, doing everything possible to minimize disruption to local residents, businesses and the traveling public. Our team assesses project site mobility during all stages of construction, all while making the safety, health and welfare of all project stakeholders a high priority.

WHAT WE DO



Transportation

Aviation | Bridges | Railroads | Roads | Transit



Community Development

Civil/Site | Planning | Facilities | Parks & Recreation



Environmental & Water

NEPA | Potable Water | Stormwater | Wastewater

SERVICES

Alternate Delivery | Asset Management | CE&I | Design Feasibility/
Environmental Studies | Geotechnical Inspection | Landscape
Architecture | Master Planning | MEP | Operational Analysis |
Planning | Program Management | Public Involvement | Public
Finance | Survey Traffic & Safety | Value Methodology



Michigan Office Locations:

**11008 Cornerstone Drive, Suite C
Marquette, MI 49855**

P: 906-259-9465

10484 Citation Drive, Suite 200
Brighton, MI 48116
P: 810-588-4696

4660 S. Hagadorn Road, Suite 315
East Lansing, MI 48823
P: 517-482-1682

3358 Eagle Run, N.E., Suite A
Grand Rapids, MI 49525
P: 616-214-8117

1155 Brewery Park Blvd, Suite 240
Detroit, MI 48207
P: 313-963-0612

INTRODUCTION

The City of Marquette is embarking on an exciting journey through the 2024 construction season, marked by a diverse array of projects aimed at enhancing infrastructure and public amenities. With a focus on quality and reliability, Benesch will play a crucial role in ensuring the integrity and safety of various construction ventures. Completion of the proposed projects identified will promise significant advancements in transportation, sanitation and recreational facilities. The City of Marquette anticipates partnering with a dedicated firm to fulfill its construction material testing needs on an as-needed basis, facilitating the seamless realization of its vision for a vibrant and resilient community. Benesch is that local and trusted partner to the City to support their construction program in 2024.

PROJECT APPROACH

Materials Management & Testing

If the City of Marquette requests field or contractor/supplier pit testing services under this contract, our staff will perform all reporting, measurement, computation and documentation required by: the specifications; plans; proposal; Michigan Construction Manual; MDOT Materials Sampling Guide; and any other applicable references, guidelines and procedures manuals required for the inspection and testing for construction of these projects.

Benesch has the Superior Region testing facilities, equipment and certifications necessary to fulfill all testing and inspection requirements under the RFP. The Benesch lab is fully equipped to perform both aggregate gradations as well as concrete strength testing.



For aggregate testing, we have a 7.0 cubic foot drying oven, double burner hot plate, floor model sample splitter, a Gilson Silent Sifter sieve shaker, tabletop aggregate washer and a AND GP-100KS precision balance. Our equipment allows Benesch to be able to handle a large volume of samples in a short amount of time as necessary due to our large capacity oven and hot plate combination, allowing us to process up to 14 samples at one time.

For concrete testing, we use a Forney Variable Drive automatic compression testing machine. We have four large capacity water bath tanks for cylinder storage during curing time. This allows Benesch to be able to handle a large quantity of concrete testing. Benesch participates in annual proficiency tests for both aggregate and concrete testing.

Materials Testing Equipment

Benesch's materials testing equipment is calibrated, serviced and recorded on equipment logs to maintain a high level of field-testing accuracy that is in accordance with MDOT equipment standards and procedures:

- Troxler density gauges (calibrated annually and serviced as necessary)
- Field density kits (scales, screen, T-99/T-180 hammers, etc.)
- Humboldt pressure air meters (meet ASTM C231, calibrated and serviced)
- Concrete slump cone kits (plate, rod, etc.)

In addition, we have the ability on our NRC license and/or vendor supply accounts to quickly secure additional testing equipment when the need arises on the projects.

Material Reporting

The Benesch Team will utilize the following material test reports to track all elements of each project:

- "Moisture and Density Determination, Nuclear Method," Form 582B
- Inspector's Report of Concrete Placed – Roadway (1174R)
- Inspector's Report of Concrete Placed – Structures (1174S)

Our inspectors are all certified in the required materials testing categories, allowing our staff to fill multiple roles on the project if needed, providing added efficiency within our team.

Our team can provide all necessary services with concrete and aggregate laboratory testing for QA acceptance on cylinders and aggregate samples collected in the field. We will perform these duties at our Negaunee facility.

HMA Testing

Hot Mix Asphalt testing will include visual inspection in the field along with loose thickness check of the paved mat and surface temperature monitoring with infra red thermometers. Field density tests will be performed with a nuclear densometer at the specified intervals and the results will be summarized in a daily field observation report and report of in place density testing.

Samples of HMA will be obtained either from the plant directly or at the construction site via mini stockpile. They will be returned to Soils and Structures' Rudyard, Michigan laboratory for extraction and gradation testing to verify their conformity with the job mix formula. Coring and bulk density testing can be provided at the same daily technician rate as needed if determined to be necessary by the City.

Organization Chart



STAFF EDUCATION AND EXPERIENCE REPORT

EMPLOYEE NAME	TITLE	ROLE ON PROJECT	COMPANY NAME
Kurt Kivisto, PE	Resident Project Manager	Project Manager	Benesch
YEARS WITH COMPANY	TOTAL YEARS EXPERIENCE	LICENSES/REGISTRATIONS/TRAINING (TYPE, YEAR, STATE, NUMBER)	
9	15	Professional Engineer: MI (6201060443)	
EDUCATION			
M.S., Civil Engineering, 2009, Michigan State University, East Lansing, MI; B.S., Civil Engineering, 2008, Michigan State University, East Lansing, MI			
EXPERIENCE & QUALIFICATIONS			
Mr. Kivisto is an experienced civil engineer who has worked on various aspects of highway design and construction engineering. He has experience on both roadway and bridge construction projects handling everything from project administration duties in the office, to hands on field inspection roles. Mr. Kivisto has experience with all aspects of construction engineering from field inspection and materials testing to project engineering and project management. He has experience with both MDOT and local agency clients and projects.			
Certifications & Training: • FieldManager • MDOT Certified Office Technician • Michigan Certified Aggregate Technician Level I • Michigan Concrete Association Field Testing - Level 1 • ACI - I • MDOT Density Technology Certification • Troxler Radiation Safety & HazMat Training • MDOT Bridge Paint School • MDOT/ACEC Materials Acceptance Process Course • MDEQ Storm Water Operator/SESC Inspector • MDEQ Comprehensive SESC • MDOT Prevailing Wage Training • MDOT Bridge Deck Construction Inspection & Bridge Rehab Inspection • Nuclear Gauge Safety Certification • Metro Region Field Engineering Workshop • MDOT HMA Qualified Sampling Behind the Paver • Michigan Certified Hot Mix Asphalt Local Agency Sampling • MDOT Bridge Painting Lead Awareness Training • MDOT Concrete Paving Inspection			
SPECIFIC PROJECT EXPERIENCE DETAILS			
M-117 FROM US-2 TO THE MACKINAW COUNTY LINE (CS 49031 – 203783)			
Assistant Engineering: Mr. Kivisto was responsible for QA/QC reviews and some assistant engineering tasks on this project consisting of 9.97 miles of hot mix asphalt crushing, shaping and resurfacing, drainage, signal work and pavement markings on M-117 from US-2 to the north Mackinac County line, Mackinac County. Mr. Kivisto was responsible for managing the quality management plans for Benesch services; assigning staff resources based on schedule demands and conducting QA/QC reviews of field staff inspection and testing reports, site visits and providing engineering and technical assistance to the MDOT Project Team. He also assisted with project documentation and file management as Benesch performed the office engineering duties on this project.			
DATES	CLIENT	COST	
05/23 - Ongoing	MDOT, Mike Lusk, 906-293-3879	Const: \$7,493,273.32	
M-77 FROM ALGER COUNTY LINE TO BRAZIEL STREET (CS 02051 – JN 208865)			
Assistant Engineering: Mr. Kivisto was responsible for QA/QC reviews and some assistant engineering tasks on this project consisting of 12.97 miles of single course hot mix asphalt overlay with cold milling by existing curb and gutter, sidewalk ramps, guardrail, delineators, shoulder and centerline corrugations, shoulder aggregate and pavement markings on M-77 from the Alger County line to Braziel Street, Alger and Schoolcraft Counties. Mr. Kivisto was responsible for managing the quality management plans for Benesch services; assigning staff resources based on schedule demands and conducting QA/QC reviews of field staff inspection and testing reports, site visits and providing engineering and technical assistance to the MDOT Project Team. He also assisted with project documentation and file management as Benesch performed the office engineering duties on this project.			
DATES	CLIENT	COST	
05/23 - Ongoing	MDOT, Mike Lusk, 906-293-3879	Const: \$2,875,917.75	
COUNTY ROAD 492 OVER THE CARP RIVER (CS 52000 – JN 209864)			
Project Engineer/Project Manager: Mr. Kivisto was the project engineer on this Local Agency bridge rehabilitation project consisting of partial cleaning and coating of structural steel, concrete deck patching and guardrail work on County Road 492 over Carp River in the city of Negaunee, Marquette County. Mr. Kivisto managed the Benesch team on this Full CE project. He facilitated shop drawing reviews and fabrication inspection for structural steel elements, worked through changed field conditions related to the scope of work, and managed stakeholder communication and coordination. He worked with the City, MDOT, and the contractor on schedule changes as the project was moved to the following construction season due to delays in the award of the project.			
DATES	CLIENT	COST	
05/23 - Ongoing	City of Negaunee, Mark Daavettila, 906-458-0582	Const: \$232,503	

SPECIFIC PROJECT EXPERIENCE DETAILS		
NORTH N-3 OVER LITTLE RIVER AND BELGIUMTOWN OVER LITTLE CEDAR RIVER (CS 55000 – JN 209869, 209871)		
Project Engineer/Project Manager: Mr. Kivisto was the project engineer on this Local Agency project consisting of bridge removal and replacement with approach work on Belgiumtown Road over Little Cedar River and North N-3 Lane over Little River, Menominee County. Mr. Baker was involved in all aspects of this project. He performed shop fabrication inspection for the precast concrete box culverts, led field inspection duties, and assisted with office technician duties.		
DATES 05/22 - Ongoing	CLIENT Menominee CRC, Darrell Cass, 906-39-6534	COST Const: \$2,568,048
US-41 FROM BIG CREEK TO M-28 (CS 52000 – JN 132762)		
Project Engineer/Project Manager: Mr. Kivisto was responsible for all aspects of construction on this project consisting of 3.02 mi of multiple course hot mix asphalt resurfacing, cold milling, joint repairs, intersection improvements, carpool parking lot resurfacing, guardrail replacement, signal upgrades and pavement markings on US-41 from Big Creek Road north to the intersection of M-28 and Cherry Creek Road in Marquette County. Benesch administered this project as a full CE under an as-needed contract. Mr. Kivisto was responsible for full construction administration on this project for the MDOT Ishpeming TSC, including project documentation and file management, facilitating progress meetings, materials approval and pay item review, and overseeing materials lab testing reports. He also managed Benesch's quality management plans, staffing resources and conducting QA/QC reviews of field staff inspection and testing reports. Mr. Kivisto provided technical assistance to the project team throughout the project.		
DATES 05/2022 – Ongoing	CLIENT MDOT, Alan Anderson, 906-485-4270	COST Const: \$3,070,015
I-69 WB FROM M-19 TO TAYLOR ROAD (CS 77023 – JN 201409)		
Project Manager: Mr. Kivisto was responsible for QA/QC reviews and some assistant engineering tasks on this project consisting of 9.60 miles of three course hot mix asphalt overlay, selective hot mix asphalt reconstruction, concrete curb and gutter replacement, culvert upgrades, sewer, drainage, guardrail, signing and pavement markings on I-69 WB from M-19 to Taylor Road, St. Clair County. Mr. Kivisto was responsible for managing the quality management plans for Benesch services; assigning staff resources based on schedule demands and conducting QA/QC reviews of field staff inspection and testing reports, site visits and providing engineering and technical assistance to the MDOT Project Team. Mr. Kivisto also coordinated multiple subconsultants performing work on the project team.		
DATES 04/23 - Ongoing	CLIENT MDOT, Craig Innis, 989-233-4778	COST Const: \$26,817,671.69
M-28 IN MUNISING (CS 02041 – JN 126912)		
Project Engineer/QA/QC & Engineering Assistance: Mr. Kivisto was responsible for QA/QC reviews and some assistant engineering tasks on this project consisting of 4.69 mi of hot mix asphalt roadway reconstruction, drainage upgrades, water main improvements, ADA ramps, signing, pavement markings, street scaping and shared use path on M-28 from east of Christmas to the railroad south of Munising and M-28 from Spruce Street to Onota Street and on the north side of M-28 from Bayview Drive easterly to east of Cedar Street in the City of Munising in Alger County. Benesch provided inspection, materials testing, and office tech services to the Newberry TSC on this as-needed contract. Mr. Kivisto provided QC reviews of Benesch field material reports, QC reviews of material laboratory reports, wrote contract modifications, assisted with file documentation cleanup, and worked to resolve quantity disputes. He managed Benesch's quality management plans, staffing resources and conducting QA/QC reviews of field staff inspection and testing reports.		
DATES 05/2020 – Ongoing	CLIENT MDOT, Mike Lusk, 906-293-3879	COST Const: \$15,455,871
US-2 IN NAUBINWAY (CS 49022 - JN 120031)		
Assistant Project Engineer: This project consisted of 8.19 mi of hot mix asphalt cold milling and resurfacing with asphalt stabilized crack relief layer and shoulder reconstruction on US-2 from west of West Beach Rd. easterly to Borgstrom Rd., Mackinac County. This project includes a 3 year materials and workmanship pavement warranty. Mr. Kivisto performed a wide variety of roles on this project from as the assistant project engineer, performing the office tech duties, as well of providing field inspection. In his role as the assistant project engineer, Mr Kivisto facilitated progress meetings, identified and resolved project challenges and technical issues, and coordinated staffing between Benesch field staff and a sub-consultant. Mr. Kivisto also performed all office documentation duties in reviewing IDRs, reviewing material reports, preparing generating contract modifications and bi-weekly pay estimates. During peak periods, Mr Kivisto also provided field inspection duties on the project.		
DATES 07/2019 – 2/2020	CLIENT MDOT Newberry TSC, Mike Lusk, 906-293-5168	COST Const: \$7,634,588

STAFF EDUCATION AND EXPERIENCE REPORT

EMPLOYEE NAME	TITLE	ROLE ON PROJECT	COMPANY NAME
Matthew Baker, EIT	Construction Representative	Testing Technician	Benesch
YEARS WITH COMPANY	TOTAL YEARS EXPERIENCE	LICENSES/REGISTRATIONS/TRAINING (TYPE, YEAR, STATE, NUMBER)	
3	3		
EDUCATION			
BS, Civil Engineering, Lawrence Technological University			
EXPERIENCE & QUALIFICATIONS			
<p>Mr. Baker is a qualified senior field inspector and project engineer with great career experience handling a variety of road construction engineering inspection duties. He has taken on lead roles on projects overseeing road reconstruction and underground utility work in urban settings, to reconstruction of box culvert replacements and HMA paving. He is certified in many industry courses in road/bridge inspection; including holding materials testing certifications in concrete, density and hot mix asphalt paving. He has a solid understanding of inspection practices and materials testing procedures that gives the client the flexibility to work on a team or independently on a project.</p> <p>Certifications and Training: FieldManager Training • Michigan Certified Aggregate Technician • Michigan Concrete Association Field Testing - Level 1 • MDOT Density Technology Certification • Troxler Radiation Safety & HazMat Training • MDOT Bridge Paint School • MDEQ Storm Water Operator/SESC Inspector • MDOT HMA Qualified Sampling Behind the Paver</p>			
SPECIFIC PROJECT EXPERIENCE DETAILS			
M-41/M-28 FROM IROQUOIS DRIVE TO NORTHWOODS DRIVE (CS 52042 – JN 201201)			
<p>Field Inspector: Mr. Baker provided field inspection on this project consisting of 6.22 miles of hot mix asphalt shallow depth cold milling and resurfacing, full depth joint repairs, add left turn lanes, truck loon construction, signal upgrades, drainage and pavement markings on US-41/M-28 from east of Iroquois Drive to east of Northwoods Drive and from west of Heritage Drive to east of Pond Road, Marquette County. Mr. Baker led the HMA paving operations help to run the HMA paving book with tasks including collecting tickets and checked yields, documented mix temperatures and lane widths, while also performing HMA sampling and core layout.</p>			
DATES	CLIENT	COST	
08/23 - Ongoing	MDOT, Alan Anderson, 906-485-4270	Const: \$5,734,233.45	
M-183 FROM S OF US-2 TO THE VILLAGE OF GARDEN (CS 21041 – JN 213471)			
<p>Field Inspector: Mr. Baker provided lead field inspection on this project consisting of 6.84 miles of hot mix asphalt micro cold milling, resurfacing and shoulder widening, overband crackfill, paver placed surface seal, concrete sidewalk ramps, shoulder gravel, guardrail and pavement markings on M-183 from south of US-2 southerly to Fayette Avenue in the village of Garden, Delta County. Mr. Baker led all aspects of project inspection with duties including performing mean texture depth measurements during the micro milling operation. He also inspected the trenching and widening, performing density testing during that work. Mr. Baker performed all inspection of the overband crack filling as well as the paver placed surface seal. During this time he also monitored MOT setups and mobility on the project.</p>			
DATES	CLIENT	COST	
06/23 - 07/23	MDOT, Steve Cadeau, 906-630-0558	Const: \$2,283,288.08	
M-117 FROM US-2 TO THE MACKINAW COUNTY LINE (CS 49031 – 203783)			
<p>Field Inspector/Tester: Mr. Baker provided field inspection during pulverizing and HMA paving on this project consisting of 9.97 miles of hot mix asphalt crushing, shaping and resurfacing, drainage, signal work and pavement markings on M-117 from US-2 to the north Mackinac County line, Mackinac County. Mr. Baker was a key inspector during HMA crushing and shaping operations with tasks including density testing and verifying grading of the pulverized material prior to paving. During paving, Mr. Baker helped to run the HMA paving book with tasks including collecting tickets and checked yields, documented mix temperatures and lane widths, while also performing HMA sampling and core layout.</p>			
DATES	CLIENT	COST	
07/23 - 08/23	MDOT, Mike Lusk, 906-293-3879	Const: \$7,493,273.32 Fee:	

SPECIFIC PROJECT EXPERIENCE DETAILS		
M-28 IN MUNISING (CS 02041 – JN 126912)		
Lead Inspector and Office Tech: Mr. Baker was the lead inspector on this project consisting of 4.69 mi of hot mix asphalt roadway reconstruction, drainage upgrades, watermain improvements, ADA ramps, signing, pavement markings, streetscaping and shared use path on M-28 from east of Christmas to the railroad south of Munising and M-28 from Spruce Street to Onota Street and on the north side of M-28 from Bayview Drive easterly to east of Cedar Street in the City of Munising in Alger County. Benesch provided inspection, materials testing, and office tech services to the Newberry TSC on this as-needed contract. Mr. Baker provided lead inspection on all aspects of the reconstruction project, performed materials testing, performed laboratory materials testing, performed survey tasks in the field. In the office documentation role, he wrote contract modifications, assisted with file documentation cleanup, and worked to resolve quantity disputes during project closeout.		
DATES 05/2020 – Ongoing	CLIENT MDOT, Mike Lusk, 906-293-3879	COST Const: \$15,455,871
AS-NEEDED CONSTRUCTION SERVICES TO BE PERFORMED FOR CONSTRUCTION FILE REVIEWS OF VARIOUS LOCATIONS IN THE NORTH REGION (CS VARIOUS - JN VARIOUS)		
Office Technician: As-Needed Construction Services to be performed for construction file reviews of various locations in the North Region. Mr. Baker was part of the Benesch team on this contract, performing interim and final project reviews in the North Region.		
DATES 03/2020 – Ongoing	CLIENT Jeffrey T. Hill, PE, MDOT, 231-340-9500	COST Fee: \$164,249
AS-NEEDED CONSTRUCTION SERVICES TO BE PERFORMED FOR CONSTRUCTION FILE REVIEWS OF VARIOUS LOCATIONS IN THE GRAND REGION (CS VARIOUS - JN VARIOUS)		
Office Technician: As-Needed Construction Services to be performed for construction file reviews of various locations in the Grand Region. Mr. Baker assisted the Benesch team in interim and final project reviews on this contract.		
DATES 10/2019 – Ongoing	CLIENT Chris VanNorwick, PE, MDOT, 616-451-3519	COST Fee: \$367,976
AS-NEEDED CONSTRUCTION SERVICES TO BE PERFORMED FOR CONSTRUCTION FILE REVIEWS OF VARIOUS LOCATIONS IN THE SUPERIOR REGION (CS VARIOUS - JN VARIOUS)		
Office Technician: As-Needed Construction Services to be performed for construction file reviews of various locations in the Superior Region and the Newberry TSC. Mr. Baker assisted the Benesch team on this contract, performing interim and final project reviews on MDOT projects for the Newberry TSC.		
DATES 08/2021 – Ongoing	CLIENT Mike Lusk, PE, MDOT, 906-293-5168	COST Varies by Project
US-41 FROM BIG CREEK TO M-28 (CS 52000 – JN 132762)		
Office Technician: Mr. Baker was assisted with office technician duties on this project consisting of 3.02 mi of multiple course hot mix asphalt resurfacing, cold milling, joint repairs, intersection improvements, carpool parking lot resurfacing, guardrail replacement, signal upgrades and pavement markings on US-41 from Big Creek Road north to the intersection of M-28 and Cherry Creek Road in Marquette County. Benesch administered this project as a full CE under an as-needed contract. Mr. Baker's responsibilities included project documentation and file management, materials approval and pay item review, materials lab testing and overseeing materials lab testing reports, preparing contract modifications, reviewing prevailing wage compliance, and project closeout. He also managed Benesch's quality management plans, staffing resources and conducting QA/QC reviews of field staff inspection and testing reports.		
DATES 05/2022 – Ongoing	CLIENT MDOT, Alan Anderson, 906-485-4270	COST Const: \$3,070,015
NORTH N-3 OVER LITTLE RIVER AND BELGIUMTOWN OVER LITTLE CEDAR RIVER (CS 55000 – JN 209869, 209871)		
Office Technician/Field Inspector: Mr. Baker was assisted with office technician duties on this Local Agency project consisting of bridge removal and replacement with approach work on Belgiumtown Road over Little Cedar River and North N-3 Lane over Little River, Menominee County. Mr. Baker was involved in all aspects of this project. He performed shop fabrication inspection for the precast concrete box culverts, led field inspection duties, and assisted with office technician duties.		
DATES 05/2022 – Ongoing	CLIENT Menominee CRC, Darrell Cass, 906-39-6534	COST Const: \$2,568,048

STAFF EDUCATION AND EXPERIENCE REPORT

EMPLOYEE NAME	TITLE	ROLE ON PROJECT	COMPANY NAME
Mark Anderson	Construction Representative	Testing Technician	Benesch
YEARS WITH COMPANY	TOTAL YEARS EXPERIENCE	LICENSES/REGISTRATIONS/TRAINING (TYPE, YEAR, STATE, NUMBER)	
4	4		

EDUCATION

BS, Civil Engineering, Michigan Technological University, 2021

EXPERIENCE & QUALIFICATIONS

Mr. Anderson is a qualified field inspector and project engineer with great career experience handling a variety of road construction engineering inspection duties. He has taken on lead roles on projects overseeing road reconstruction and underground utility work in urban settings, to leading HMA paving, as well as being well versed in materials testing. He is certified in many industry courses in road/bridge inspection; including holding materials testing certifications in concrete, density and hot mix asphalt paving. He has a solid understanding of inspection practices and materials testing procedures that gives the client the flexibility to work on a team or independently on a project.

Certifications and Training: FieldManager Training • Michigan Certified Aggregate Technician • Michigan Concrete Association Field Testing - Level 1 • MDOT Density Technology Certification • Troxler Radiation Safety & HazMat Training • MDOT Bridge Paint School • MDEQ Storm Water Operator/SESC Inspector • MDOT HMA Qualified Sampling Behind the Paver

SPECIFIC PROJECT EXPERIENCE DETAILS

M-77 FROM ALGER COUNTY LINE TO BRAZIEL STREET (CS 02051 – JN 208865)

Field Inspector: Mr. Anderson was the lead field inspector on this project consisting of 12.97 miles of single course hot mix asphalt overlay with cold milling by existing curb and gutter, sidewalk ramps, guardrail, delineators, shoulder and centerline corrugations, shoulder aggregate and pavement markings on M-77 from the Alger County line to Braziel Street, Alger and Schoolcraft Counties. On this project Mr. Anderson worked to identify changes and lay out non-vibratory exclusion areas prior to paving. He inspected ADA sidewalk ramp upgrades as well as some changes related to that work. He led the HMA paving operation, tracking multiple mixes on the project daily due to the vibratory exclusion areas.

DATES	CLIENT	COST
05/23 - Ongoing	MDOT, Mike Lusk, 906-293-3879	Const: \$2,875,917.75

M-35 FROM SMITH STREET TO THE E. BRANCH OF THE ESCANABA RIVER (CS52032 – JN 204069)

Field Inspector: Mr. Anderson was a field inspector on this project consisting of 0.66 mi of hot mix asphalt reconstruction, concrete curb, gutter and sidewalk ramps, storm sewer, drainage repairs, bridge approaches, water main, sanitary sewer and pavement markings on M-35 from Smith Street to the east branch of the Escanaba River, Marquette County. Mr. Anderson provided density testing along with inspection of various items of work on this project.

DATES	CLIENT	COST
08/23 - Ongoing	MDOT, Alan Anderson, 906-485-4270	Const: \$4,363,140.96

M-50 MILLING AND OVERLAY (CS 58032 – JN 201009)

Field Inspector: Mr. Anderson was the lead field inspector on this project consisting of 1.62 mi of hot mix asphalt cold milling and resurfacing, joint repairs, sidewalk ramps and pavement markings on M-50 from Ann Arbor Road easterly to the village limits of Dundee in Monroe County. Benesch provided full CE services for this project. Mr. Anderson was responsible for full field inspection and testing on this project for the MDOT Brighton TSC. Tasks included layout of detail 7 repairs, inspection and concrete testing of curb and gutter and ADA sidewalk ramp upgrades, inspecting brick paver replacements, as well as milling and paving inspection. Mr. Anderson also performed density testing and concrete testing in the field.

DATES	CLIENT	COST
06/22 - 07/22	MDOT, James Daavettila, PE, 810-225-2601	Const: \$1,104,580

SPECIFIC PROJECT EXPERIENCE DETAILS

US-41 FROM KUNDE TO BIG CREEK (CS 52043 – JN 214487)

Field Inspector: Mr. Anderson was the lead field inspector on this project consisting of 2.93 miles of hot mix asphalt cold milling and resurfacing, concrete curb and gutter, gravel shoulder, centerline and shoulder corrugations, guardrail and pavement markings on US-41 from north Kunde Road to Big Creek Road, Marquette County. Benesch administered this project as a full CE under an as-needed contract. Mr. Anderson provided field inspection and testing for the MDOT Ishpeming TSC, with tasks including inspecting the leading the milling and HMA paving operations. Mr. Anderson performed HMA sampling, performed density testing, and tested concrete in the field on this project. He was also tasked with reviewing MOT setups on the project.

DATES	CLIENT	COST
09/22 - Ongoing	MDOT, Alan Anderson, 906-485-4270	Const: \$1,243,421.15

US-41 FROM BIG CREEK TO M-28 (CS 52000 – JN 132762)

Field Inspector: Mr. Anderson was the lead field inspector on this project consisting of 3.02 mi of multiple course hot mix asphalt resurfacing, cold milling, joint repairs, intersection improvements, carpool parking lot resurfacing, guardrail replacement, signal upgrades and pavement markings on US-41 from Big Creek Road north to the intersection of M-28 and Cherry Creek Road in Marquette County. Benesch administered this project as a full CE under an as-needed contract. Mr. Anderson provided field inspection and testing for the MDOT Ishpeming TSC, with tasks including inspecting the signal upgrades, leading the milling and HMA paving operations as well as the fog seal. Mr. Anderson performed HMA sampling, performed density testing, and tested concrete in the field on this project.

DATES	CLIENT	COST
05/22 - Ongoing	MDOT, Alan Anderson, 906-485-4270	Const: \$3,070,015

M-28 IN MUNISING (CS 02041 – JN 126912)

Field Inspector: Mr. Anderson provided support inspection in the field as well as assisted with project documentation and closeout on this project consisting of 4.69 mi of hot mix asphalt roadway reconstruction, drainage upgrades, water main improvements, ADA ramps, signing, pavement markings, street scaping and shared use path on M-28 from east of Christmas to the railroad south of Munising and M-28 from Spruce Street to Onota Street and on the north side of M-28 from Bayview Drive easterly to east of Cedar Street in the City of Munising in Alger County. Benesch provided inspection, materials testing, and office tech services to the Newberry TSC on this as-needed contract. Mr. Anderson provided inspection on various aspects of the reconstruction project, performed materials testing and performed laboratory materials testing. In the office documentation role he assisted with file documentation cleanup, and worked to resolve quantity disputes during project closeout.

DATES	CLIENT	COST
05/20 - Ongoing	MDOT, Mike Lusk, 906-293-3879	Const: \$15,455,871

US-41/M-28 IN MARQUETTE (CS 52042 – JN 128702)

Field Inspector/Tester: Mr. Anderson provided support inspection and testing services in the field on this project consisting of 2.76 miles of hot mix asphalt resurfacing, joint repairs, concrete pavement, curb and gutter and sidewalk ramps, storm sewer repairs, drainage repairs, guardrail, signing and pavement markings on US-41/M-28 from Front Street to Altamont Street and from west of Grove Street to County Road 492 in the city of Marquette, Marquette County. Mr. Anderson worked on a variety of operations on this project, with duties including density testing and concrete field testing. He inspected curb and gutter replacement and assisted with grading and HMA paving operations.

DATES	CLIENT	COST
06/21 - 08/21	MDOT, Alan Anderson, 906-485-4270	Const: \$3,070,015

STAFF EDUCATION AND EXPERIENCE REPORT

EMPLOYEE NAME	TITLE	ROLE ON PROJECT	COMPANY NAME
Derek Carter	Construction Tech Representative	Testing Technician	Benesch
YEARS WITH COMPANY	TOTAL YEARS EXPERIENCE	LICENSES/REGISTRATIONS/TRAINING (TYPE, YEAR, STATE, NUMBER)	
3	4		
EDUCATION			
A.S., Mechanical Engineering, Geogebic Community College			
EXPERIENCE & QUALIFICATIONS			
<p>Mr. Carter is a skilled construction representative with expertise in Auto CAD and Solidworks. He excels both in group settings and working independently, adapting quickly to new technology. With meticulous attention to detail and a quick learning ability, he consistently delivers high-quality work. Mr. Carter's strong work ethic and dedication to excellence make him a valuable asset to any construction team.</p> <p>Certifications and Training: Michigan Certified Aggregate Technician Level I • Michigan Concrete Association Field Testing - Level 1 • ACI - I • MDOT Density Technology Certification • Troxler Radiation Safety & HazMat Training • MDOT Bridge Paint School • MDEQ Storm Water Operator/SESC Inspector • MDEQ Comprehensive SESC • Nuclear Gauge Safety Certification • MDOT HMA Qualified Sampling Behind the Paver • Michigan Certified Hot Mix Asphalt Local Agency Sampling • MDOT Concrete Paving Inspection</p>			
SPECIFIC PROJECT EXPERIENCE DETAILS			
M-117 FROM US-2 TO THE MACKINAW COUNTY LINE (CS 49031 – 203783)			
<p>Field Inspector/Tester: Mr. Carter provided field inspection during HMA paving on this project consisting of 9.97 miles of hot mix asphalt crushing, shaping and resurfacing, drainage, signal work and pavement markings on M-117 from US-2 to the north Mackinac County line, Mackinac County. Mr. Carter was a key inspector during HMA crushing and shaping operations with tasks including density testing and verifying grading of the pulverized material prior to paving. During paving, Mr. Carter help to run the HMA paving book with tasks including collecting tickets and checked yields, documented mix temperatures and lane widths, while also performing HMA sampling and core layout.</p>			
DATES	CLIENT	COST	
07/23 - Ongoing	MDOT, Mike Lusk, 906-293-3879	Const: \$7,493,273.32	
M-77 FROM ALGER COUNTY LINE TO BRAZIEL STREET (CS 02051 – JN 208865)			
<p>Field Inspector: Mr. Carter provided field inspection during HMA paving on this project consisting of 12.97 miles of single course hot mix asphalt overlay with cold milling by existing curb and gutter, sidewalk ramps, guardrail, delineators, shoulder and centerline corrugations, shoulder aggregate and pavement markings on M-77 from the Alger County line to Braziel Street, Alger and Schoolcraft Counties. On this project Mr. Carter assisted with the HMA paving operation, tracking multiple mixes on the project daily due to the vibratory exclusion areas. He performed HMA sampling and core layout on the project.</p>			
DATES	CLIENT	COST	
05/23 - 06/23	MDOT, Mike Lusk, 906-293-3879	Const: \$2,875,917.75	
M-48 FROM MACKINAC TRAIL TO M-129 (CS 17042 – JN 208643)			
<p>Field Inspector: Mr. Carter provided lead inspection in the on this project consisting of 11.10 miles of hot mix asphalt cold milling and resurfacing, centerline and shoulder corrugations, guardrail and pavement markings on M-48 from Mackinac Trail to M-129, Chippewa County. Mr. Carter lead all aspects of the field inspection, including leading all aspects of the HMA paving operation as he collected tickets and checked yields, documented mix temperatures and lane widths, while also performing HMA sampling and core layout. He also inspected shouldering operations, including aggregate sampling and performing density testing in the field.</p>			
DATES	CLIENT	COST	
06/22 - 07/22	MDOT, Mike Lusk, 906-293-3879	Const: \$1,964,182.38	

SPECIFIC PROJECT EXPERIENCE DETAILS

M-189 FROM THE WISC/MI STATE LINE TO HIAWATHA ROAD (CS 36031 – JN 208602)

Field Inspector/Tester: Mr. Carter provided lead inspection in the on this project consisting of 6.55 mi of hot mix asphalt cold milling and resurfacing, aggregate shoulders and pavement markings on M-189 from the Wisconsin/Michigan state line northerly to north of Hiawatha Road in the cities of Caspian and Iron River, Iron County. Mr. Carter lead field inspection and testing on this project for the Crystal Falls TSC. Mr. Carter lead all aspects of the HMA paving operation as he collected tickets and checked yields, documented mix temperatures and lane widths, while also performing HMA sampling and core layout. He also inspected shouldering operations and performing density testing in the field. He also laid out and inspected the installation of centerline corrugations and sinusoidal shoulder corrugations.

DATES

07/22 - 08/22

CLIENT

MDOT, Steve Cadeau, 906-630-0558

COST**Const:** \$1,470,199.06

M-28 IN MUNISING (CS 02041 – JN 126912)

Field Inspector/Tester: Mr. Carter provided support inspection in the field as well as assisted with project documentation and closeout on this project consisting of 4.69 mi of hot mix asphalt roadway reconstruction, drainage upgrades, water main improvements, ADA ramps, signing, pavement markings, street scaping and shared use path on M-28 from east of Christmas to the railroad south of Munising and M-28 from Spruce Street to Onota Street and on the north side of M-28 from Bayview Drive easterly to east of Cedar Street in the City of Munising in Alger County. Benesch provided inspection, materials testing, and office tech services to the Newberry TSC on this as-needed contract. Mr. Carter provided inspection on various aspects of the reconstruction project, performed materials testing and performed laboratory materials testing. In the office documentation role he assisted with file documentation cleanup, and worked to resolve quantity disputes during project closeout.

DATES

05/20 - Ongoing

CLIENT

MDOT, Mike Lusk, 906-293-3879

COST**Const:** \$15,455,871

US-41/M-28 IN MARQUETTE (CS 52042 – JN 128702)

Field Inspector/Tester: Mr. Carter provided support inspection and testing services in the field on this project consisting of 2.76 miles of hot mix asphalt resurfacing, joint repairs, concrete pavement, curb and gutter and sidewalk ramps, storm sewer repairs, drainage repairs, guardrail, signing and pavement markings on US-41/M-28 from Front Street to Altamont Street and from west of Grove Street to County Road 492 in the city of Marquette, Marquette County. Mr. Carter worked on a variety of operations on this project, with duties including density testing and concrete field testing. He inspected curb and gutter replacement and assisted with grading and was an integral part of the HMA paving operations and inspection.

DATES

06/21 - 09/21

CLIENT

MDOT, Alan Anderson, 906-485-4270

COST**Const:** \$3,070,015

NORTH N-3 OVER LITTLE RIVER AND BELGIUMTOWN OVER LITTLE CEDAR RIVER (CS 55000 – JN 209869, 209871)

Field Inspector/Tester: Mr. Carter provided support inspection and testing services in the field on this project consisting of Local Agency project consisting of bridge removal and replacement with approach work on Belgiumtown Road over Little Cedar River and North N-3 Lane over Little River, Menominee County. Mr. Carter was assisted with HMA paving operations on this project. He also provided inspection for the placement of shoulder gravel while also performing density testing. He inspected and documented other work including signing and pavement markings.

DATES

11/22

CLIENT

Menominee CRC, Darrell Cass, 906-39-6534

COST**Const:** \$2,568,048

Matthew McClendon

mmcclendon@soilsandstructures.com • soilsandstructures.com

POSITION: Bituminous QA/QC Lab Technician

SPECIALIZATION: Pavement, HMA, Aggregate, Materials Laboratory Testing

QUALIFICATIONS: WCCT – Alpena Community College – 2006
Associates in Applied Sciences

REGISTRATION: M.D.O.T. Certified HMA Hot Mix Sampling
M.D.O.T. Certified HMA QC/QA Technician
M.D.O.T. Certified Aggregate Level One
M.D.O.T. Certified Aggregate Level Two
Mix Design Technology Certified
Michigan Superpave Mix Design Certified
ACI Aggregate Level II

EXPERIENCE: 2019 to Present – Soils & Structures, Inc.
2015 to 2019 – Soils Materials Engineers
2013 to 2015 – Superior Asphalt Inc.
2008 to 2013 – Soils Materials Engineers
2006 to 2008 – Finrock Precast
2004 to 2006 – Lafarge North America

PROJECT EXPERIENCE: **LABORATORY TESTING**

Ford Proving Grounds – Vehicle Dynamics Pad
Surprise, Arizona

James Street (70000-200542)
Holland, Michigan

120th Avenue (70141-129682)
Holland, Michigan

Exchange Street from Jackson Street to Elm Street (70000-130780)
Spring Lake, Michigan

Fuller Avenue Resurfacing Project
Grand Rapids, Michigan

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SOILS & STRUCTURES

Tyler Christensen

tchristensen@soilsandstructures.com • soilsandstructures.com

POSITION:	Field Manager Engineering/Lab Technician
SPECIALIZATION:	Construction Material Testing
REGISTRATION:	M.D.O.T. HMA Laboratory Technician Level I Michigan Concrete Association – Level I ACI – Level I ACI – Concrete Strength Testing Michigan Aggregate – Level I M.D.O.T. Density
EXPERIENCE:	2023 to Present – Soils & Structures, Inc. 2017 to 2022 – Tester Construction Inspection Services
PROJECT EXPERIENCE:	<u>CONCRETE</u> Woods Restaurant Renovation Mackinaw Island, MI I-75 Highway and Ramp Repairs St. Ignace, MI Soo Locks Sault Ste Marie, MI <u>COMPACTION</u> St. Ignace Kewadin St. Ignace, MI City Of Sault Ste. Marie Road Projects Sault Ste Marie, MI Straits State Park St. Ignace, MI

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SOILS & STRUCTURES

Jake Walcott

jwalcott@soilsandstructures.com • soilsandstructures.com

POSITION: Engineering Technician

SPECIALIZATION: Construction Material Testing

QUALIFICATIONS: High School Diploma

REGISTRATION: ACI – Level I
M.D.O.T. Certified Density Technician
Michigan Concrete Association – Level I

EXPERIENCE: 2022 to Present – Soils & Structures, Inc.
2018 to 2022 – Clint Melcher Plumbing

PROJECT EXPERIENCE: **CONCRETE**
Mackinac Bridge 2023 Testing
Mackinac, MI

Whitefish Township Schools
Paradise, MI

Greenville Tool & Die
Greenville, MI

COMPACTION
Newberry Correctional Facility
Newberry, MI

3101 Fruitridge
Walker, MI

Tractor Supply
Rogers City, MI

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SOILS & STRUCTURES

Krista Ryan

kryan@soilsandstructures.com • soilsandstructures.com

POSITION: Laboratory Technician

SPECIALIZATION: Pavement, HMA, Aggregate, Materials Laboratory Testing

QUALIFICATIONS: Evart High School

REGISTRATION: M.D.O.T. Certified HMA Hot Mix Sampling
M.D.O.T. Certified HMA QC/QA Technician
M.D.O.T. Certified Density Technician
M.D.O.T. Certified Aggregate Technician

EXPERIENCE: 2019 to 2022 – Michigan Paving & Materials
2022 to Present – Soils & Structures, Inc.

PROJECT EXPERIENCE: **LABORATORY TESTING**
Telegraph Road Stabilization Design
Wayne, MI

Burton Street
Grand Rapids, MI

P.J. Hoffmaster State Park Road Repairs
Muskegon, MI

FIELD INSPECTION
SR-529 Full Depth Reclamation
Marion, OH

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SOILS & STRUCTURES

2024 City of Marquette Testing Services Request for Proposals

Company: Benesch

Service	Rate	Comments*
1) Technician Rate		
Quality Manager	\$262.45	
Project Manager	\$163.85	
Field Technician 1	\$89.90	
Field Technician 2	\$107.30	
Lab Technician	\$107.30	
2) Mileage		
	\$0.655	per mile
3) Compaction		
Michigan Cone Test	<i>Technician rate per hour</i>	
Density Nuclear Gauge	\$50 / day	
4) Concrete		
Field Testing	<i>Technician rate per hour</i>	
Compressive Strength	\$50 / Each	
Hold	\$25 / Each	
5) Aggregate		
Sieve Analysis (Sand) (assume 5 hours per test)	\$500.00	
Sieve Analysis (Gravel) (assume 6 hours per test)	\$500.00	
6) HMA		
Extraction with Gradation	\$430.00	
Density Nuclear Gauge	<i>Technician rate per hour</i>	
7) Reporting		
Quality Manager	\$262.45	
Project Manager	\$163.85	
Field Technician 1	\$89.90	
Field Technician 2	\$107.30	
Lab Technician	\$107.30	
8) Expenses		
Field Supplies	<i>Invoiced cost</i>	
9) Overtime		
Over 8 hours	1.5x rate	
Saturdays	1.5x rate	
Sundays/Holidays	1.5x rate	
10) Other		

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



February 8, 2024

Benesch Engineering
3358 Eagle Run, N.E., Suite A
Grand Rapids, MI 49525

Attention: Mr. Chad Rajala

Regarding: 2024 City of Marquette Materials Testing
Marquette, MI

Dear Mr. Rajala:

Soils & Structures, Inc. is pleased to present our testing proposal for the above-mentioned project. The scope will include special inspections for the 2024 City of Marquette Materials Testing located at various locations in Marquette, MI.

Based on the expected requirements and the specifics of the project the following table breaks down our proposal:

Item	Unit Price
Full Day Testing Rate	\$1,000.00
Technician Sample Pickup (2 hours at \$85.00 hourly rate)	\$170.00
HMA Extraction (Unit Rate)	\$430.00



The Full Day rates include on-site density testing and all associated travel and administrative costs. As always, we will work with the Benesch team to combine trips, when possible, to minimize inspection costs. All travel and equipment costs are included for on-site testing.

We look forward to being of service to you. Please contact our office with any questions you may have.

Sincerely,
Soils & Structures, Inc.

A handwritten signature in blue ink, appearing to read "Tyler Christensen", is positioned above a horizontal line.

Tyler Christensen
Field Manager

**CONFIRMATION OF AND AGREEMENT FOR THE PROVISION OF
LIMITED PROFESSIONAL SERVICES
(Notice of Furnishing)**

Design Professional Firm:	Soils & Structures, Inc. 6480 Grand Haven Road Muskegon, Michigan 49441	Client:	Benesch Engineering 3358 Eagle Run, N.E., Suite A Grand Rapids, MI 49525
Agreement Date:	February 8, 2024		
Project Name:	2024 City of Marquette Materials Testing	Project Location:	Marquette, MI

Scope and Limit of Services:

Special Inspections per proposal dated February 8, 2024
Following daily estimate generated by combining each daily unit rate.
On-site density testing. Laboratory HMA Extraction. Sample pickups.

Fee Arrangement: Work to be invoiced according to the proposal dated February 8, 2024

ESTIMATED COST OF TESTING = Daily Estimate - \$1,600

Special Conditions: None

Prepared By:

David W. Hohmeyer, P.E. / President
(printed name/title)

The **Terms and Conditions** form
is part of the Agreement.

Offered By:

Soils & Structures Inc.
(Professional Firm)

Tyler Christensen/Field Manager
(printed name/title)

Accepted By:**

Benesch Engineering
(Client/Company)

(printed name/title)



02 / 08 / 2024

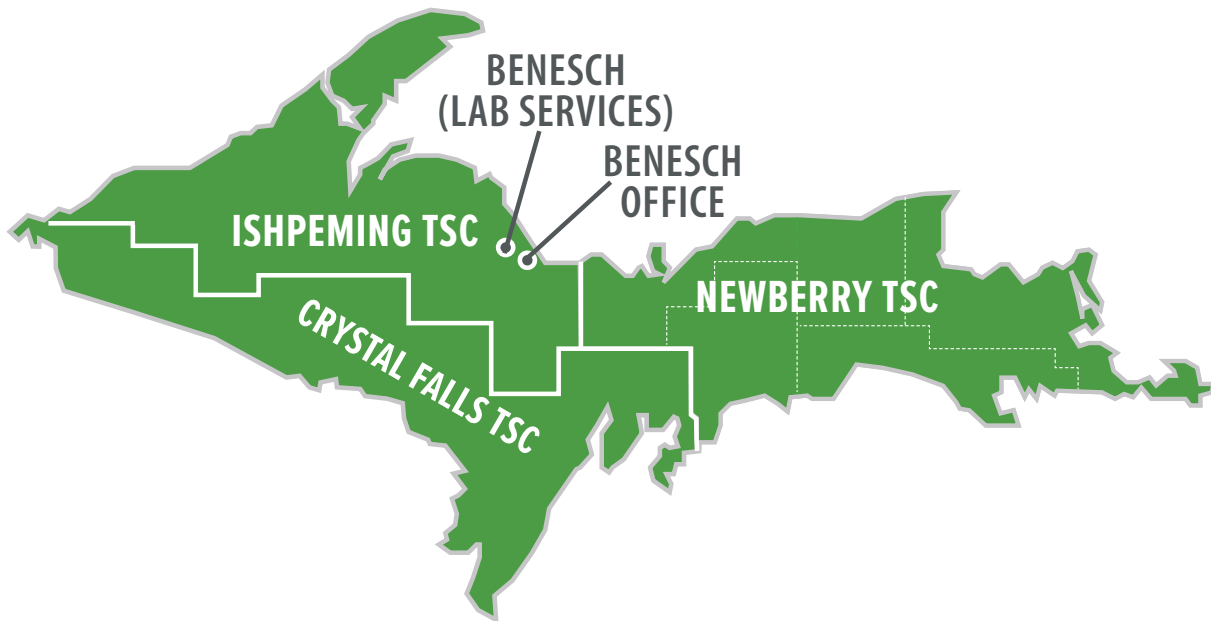
(signature)

(date)

(signature)

(date)

**Due to time constraints imposed on Soils & Structures, Inc. to begin or complete portions of the work this agreement is assumed to be accepted without a signature based on verbal instructions to proceed with the work. The agreement is also assumed to have been



CLIENT REFERENCES

A. Mark Kleikamp, PE

MDOT Superior Region Construction Engineer
1818 Third Avenue North
Escanaba, MI 49829
P: 906-786-1800
F: 906-789-9775
E: KleikampM@michigan.gov

B. Alan Anderson, PE

MDOT Ishpeming TSC Construction Engineer
100 S. Westwood Dr.
Ishpeming, MI 49849
P: 906-485-4270
F: 906-485-4878
E: AndersonA2@michigan.gov

C. Steve Cadeau, PE

MDOT Crystal Falls TSC Construction Engineer
120 Tobin-Alpha Rd.
Crystal Falls, MI 49920
P: 906-875-6644
F: 906-875-6264
E: CadeauS@michigan.gov

D. Mike Lusk, PE

MDOT Ishpeming TSC Construction Engineer
14113 M-28
Newberry, MI 49868

P: 906-293-5168
F: 906-293-3331
E: LuskM@michigan.gov

E. Darrell Cass, PE

Menominee County Road Commission - County Engineer/
Manager
W5416 Belgiumtown Road
PO Box 527
Stephenson, MI 49887
Phone: 877-867-9444 (toll free)
Fax: 906-753-4319
Email: DCass@menomineecrc.com

F. Kurt Taavola

Marquette County Road Commission - Director of Engineering
1610 N. Second St.
Ishpeming, MI 49849
Phone: 906-486-4491 ext. 201
Cell: 906-362-3032
Email: ktaavola@marqroad.org

G. Mark Daavettla

City of Negaunee - DPW Director
PO Box 70
Negaunee, MI 49866
Phone: 906-475-9991
Email: mdaavettla@cityofnegaunee.com

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

Consent Agenda

Ordinance 729 - Downtown Development Authority TIF

BACKGROUND:

At the March 11, 2024 meeting, the City Commission held a public hearing and approved the Marquette Downtown Development Authority's Development and Tax Increment Financing (TIF) Plan #4. In order to codify this TIF plan, an ordinance is required.

Per City Charter, an ordinance cannot be adopted at the meeting in which it is introduced. This item should be moved to the next regular meeting agenda for the second read.

FISCAL EFFECT:

None.

RECOMMENDATION:

Move Ordinance 729 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Ord 729

ORDINANCE #729
AN ORDINANCE APPROVING DEVELOPMENT AND TAX
INCREMENT FINANCING PLAN #4 OF THE MARQUETTE
DOWNTOWN DEVELOPMENT AUTHORITY, AND AMENDING
MARQUETTE CITY CODE CHAPTER 16 – COMMUNITY
DEVELOPMENT INTERESTS TO REFLECT THE APPROVAL

INTENT

The purpose of this ordinance is to approve by ordinance the Marquette Downtown Development Authority's Development Plan and Tax Increment Financing Plan #4, which was approved by the Marquette City Commission on March 11, 2024.

The City of Marquette Ordains:

SECTION 1. That Section 16-116 be hereby added to read as follows:

Sec. 16-116. – Development Plan No. 4.

- (a) *Findings with respect to Plan #4.* Plan #4, in the form approved by the city commission on March 11, 2024, constitutes a public purpose, and the plan satisfies the considerations laid out in the Recodified Tax Increment Financing Act, specifically MCL 125.4219(1).
- (b) *Duration of plan.* The duration of Plan #4 shall be for a term ending December 31, 2036.

SECTION 2. That this ordinance shall take effect ten days after adoption but not before publication.

Sally Davis, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

Consent Agenda

Proclamation- Strengthening Families Month

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation



Proclamation Strengthening Families Month

WHEREAS, more than 600,000 children are abused in the U.S each year; and,

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and,

WHEREAS, our children are our most valuable resources and will shape the future of the greater Marquette area; and,

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for survivors of abuse during childhood; and,

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and,

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and,

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and,

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and,

WHEREAS, prevention remains the best defense for our children and families; and,

NOW THEREFORE, the Mayor and City Commission of the City of Marquette, does hereby proclaim April 2024 as NATIONAL STRENGTHENING FAMILIES MONTH in Marquette, Michigan and urges all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

DATED this 25th day of March, 2024.

Sally Davis, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

Consent Agenda

Tourist Park Playground - Bid Award, Contract approval and Budget Adjustment

BACKGROUND:

In 2019 the City Commission approved the City's Five-Year Parks and Recreation Master Plan which included the Tourist Park Land Use Action Plan. This plan calls for a division between the camping portion of the park and the day-use portion of the park, and construction of a new day-use playground.

The City received a Game-Time grant for the purchase of a majority of the playground equipment which has been in storage. The City also received a Michigan Department of Natural Resources Passport grant for installation of the equipment in the amount of \$45,000.

The Commission approved a contract for Sanders and Czapski Associates to design and oversee the construction of the playground. Through the design process staff has worked with Sanders and Czapski Associates to add accessible surfacing and elements consistent with the Parks and Recreation Master Plan. In April of 2023 the City Commission authorized a budget adjustment in the amount of \$110,000.00 to accommodate the engineers estimate of costs. Staff advertised a request for proposals due May 3, 2023 for construction of the playground. Associated Constructors was the only qualified bid at \$311,000.00. This was deemed outside of the budget.

Staff worked with the DNR and Sanders and Czapski to revise the site plan and scope of work. Staff advertised a second request for proposals for construction with a due date of February 16, 2024. The City received two qualified bids:

- Great Lakes Recreation - \$186,183.00
- Sinclair Recreation - \$184,900.00

Staff is recommending Sinclair Recreation be awarded as low bidder contingent upon DNR approval of the bid package. This will require a budget adjustment of \$120,000.00 for this contract and additional site work not included in this request for proposals. The Tourist Park Enterprise fund has sufficient balance to accommodate this budget adjustment.

Staff has worked with the City Attorney and Sinclair Recreation to develop a standard construction contract.

FISCAL EFFECT:

A budget adjustment of \$120,000.00 is required and there are sufficient funds within the Tourist Park Enterprise Fund.

RECOMMENDATION:

Amend the Tourist Park budget to include an additional \$120,000.00, award the bid and approve the contract with Sinclair Recreation in the amount of \$184,900.00 contingent upon DNR approval of the bid package, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract and Insurance
- ▣ Tourist Park Land Use Plan Map
- ▣ Sinclair Bid Diagrams
- ▣ Sinclair Bid
- ▣ Site Plan

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Tourist Park Day-Use Playground

THIS AGREEMENT is made this _____ day of _____, 2024, between the City of Marquette, a Michigan Municipal Corporation ("City") of 300 W. Baraga Avenue, Marquette, MI 49855, and Sinclair Recreation, LLC, a Michigan limited liability company, of 176 E. Lakewood Blvd, Holland, MI 49424 ("Contractor") for and in consideration of the following payments and agreements:

**ARTICLE 1
CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the Invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2
SCOPE OF THE WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3
MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all

materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4 **TIME OF COMPLETION**

The completion date of this project is August 15, 2024. The Contractor shall be penalized in the amount of \$0.00 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5 **CONTRACT SUM**

The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for a sum not to exceed \$184,900.00, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6 **PAYMENTS**

Contractor shall invoice for services rendered on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice; except for a 10% contingency hold-back which will be retained from each invoice by City until the final invoice is paid. 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.

ARTICLE 7 **CONTRACTOR'S OBLIGATIONS**

- 7.1 All work shall be in accordance with the provisions of the Contract Documents.
All systems shall be in good working order.
- 7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
- 7.3 Contractor shall obtain all necessary permits for the work to be completed.
- 7.4 Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

7.5 Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders must be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the Director of Facilities and Maintenance shall be empowered to make a final and fair determination

as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10 **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11 **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages

arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14
ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15
ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16
WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All

equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17 **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

- 17.1 **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 17.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

17.3 **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

17.4 **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

17.6 **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases

of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18 **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19 **BINDING AGREEMENT**


This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20 **PURCHASING AGENT DESIGNATION AND AUTHORITY**

The Community Services Director 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 effective upon written agreement executed by both parties.

The parties have made and executed this Agreement on the day and year first above written.

SINCLAIR RECREATION, LLC


By: Diane Sinclair
Its: President

THE CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2024

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 Brown & Brown of Michigan, Inc. 5738 Foremost Drive SE Grand Rapids MI 49546		CONTACT NAME: Courtney Granzow PHONE (A/C, No, Ext): (616) 284-3017 FAX (A/C, No): E-MAIL ADDRESS: Courtney.Granzow@bbrown.com	
INSURED Sinclair Recreation, LLC 176 E. Lakewood Blvd. Holland MI 49424		INSURER(S) AFFORDING COVERAGE INSURER A: State Automobile Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PBP2911240	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Employment Practices \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10169358CA	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			PBP2911240	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	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 Y	N/A	WCP2304517	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

City of Marquette is recognized as additional insured in regards to the general liability.

CERTIFICATE HOLDER

CANCELLATION

City of Marquette 300 W Baraga Ave 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
---	---

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ACORD 25 (2016/03)

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SANDERS & CZAPSKI ASSOCIATES, PLLC
architecture / landscape architecture / historic preservation
109 South Front Street / Suite 210 / Marquette, Michigan
Phone: 906.273.1207 / Fax: 906.273.1208
www.Sanders-Czapski.com

Land Use Action Plan For
TOURIST PARK
Marquette, Michigan

June 13, 2013

Issue / date

Appendix "B"



Rendered in Custom Palette



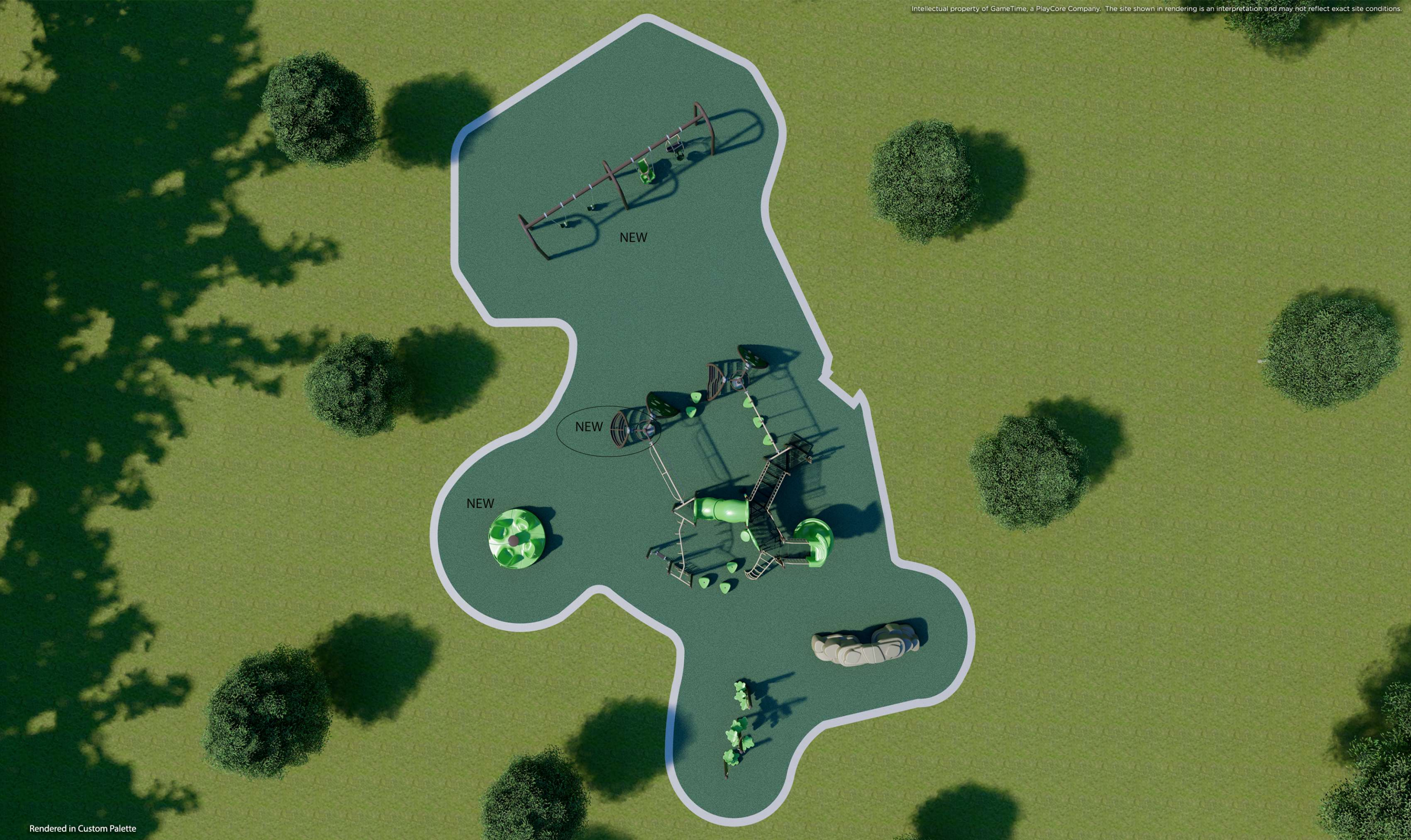
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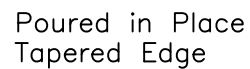
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Rendered in Custom Palette



Rendered in Custom Palette



New Climber
in place of the
GT Xcelerator

20'-415'

The Merry-Go-All area
needs to be larger to
accomodate the safety zone

Provided by
Owner

The structure needs
a larger safety zone

DOCUMENT 00 41 13
BID FORM

1.1 BID INFORMATION

- A. Bidder: Sinclair Recreation.
- B. Project Name: Tourist Park Day-Use Playground Re-Bid.
- C. Project Location: 2145 Sugarloaf Avenue, Marquette, MI 49855
- D. Owner: City of Marquette.
- E. Landscape Architect: Sanders & Czapski Associates, 109 South Front Street, Suite 210, Marquette, MI 49855.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Sanders & Czapski Associates, PLLC, and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, bonds and insurance, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. One hundred eighty four thousand nine hundred dollars and 00/100----- Dollars (\$ 184,900.00).

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to fully complete the Work on or before August 15, 2024, 2024.

Completion date will depend on order date, weather, and owner's construction schedule.

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1 2-29-24.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.

1.5 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor or builder, for the type of work proposed, in the State of Michigan and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.6 SUBMISSION OF BID

Respectfully submitted this 1st day of March, 2024, 2013.

Submitted By: Sinclair Recreation
(Name of bidding firm or corporation)

Authorized
Signature: 
(Handwritten signature)

Signed By: Diane Sinclair
(Type or print name)

Title: President
(Owner/Partner/President/Vice President)

Street Address: 176 E. Lakewood Blvd.

City, State, Zip: Holland, MI 49424

Phone: 800-444-4954

License No.: not applicable

Federal ID No.: 38-3590321

(Affix Corporate Seal Here)

END OF DOCUMENT 00 41 13

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Sinclair Recreation, LLC., as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company, duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, is held and firmly bound unto City of Marquette, as Oblige, hereinafter called the Oblige, in the sum of Five Percent of the Amount Bid (5% of the Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Tourist Park
Supply and Installation of Playground Equipment

Date: March 6, 2024

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

Signed and sealed this 27th day of February, A.D. 2024.

Juan H. P. (Witness)
Sinclair Recreation, LLC. (Principal)
[Signature] (Seal)
[Signature] (Title)

V. Jean Nolf (Witness)
Employers Mutual Casualty Company (Surety)
[Signature] (Seal)
Laura J Northouse
Laura J Northouse Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

LAURA J. NORTHOUSE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

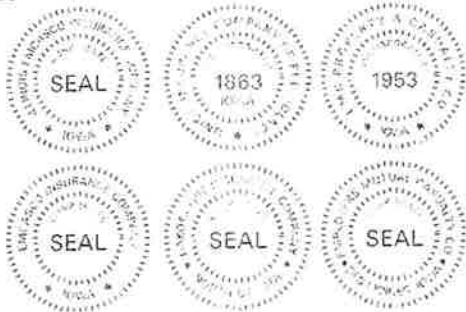
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

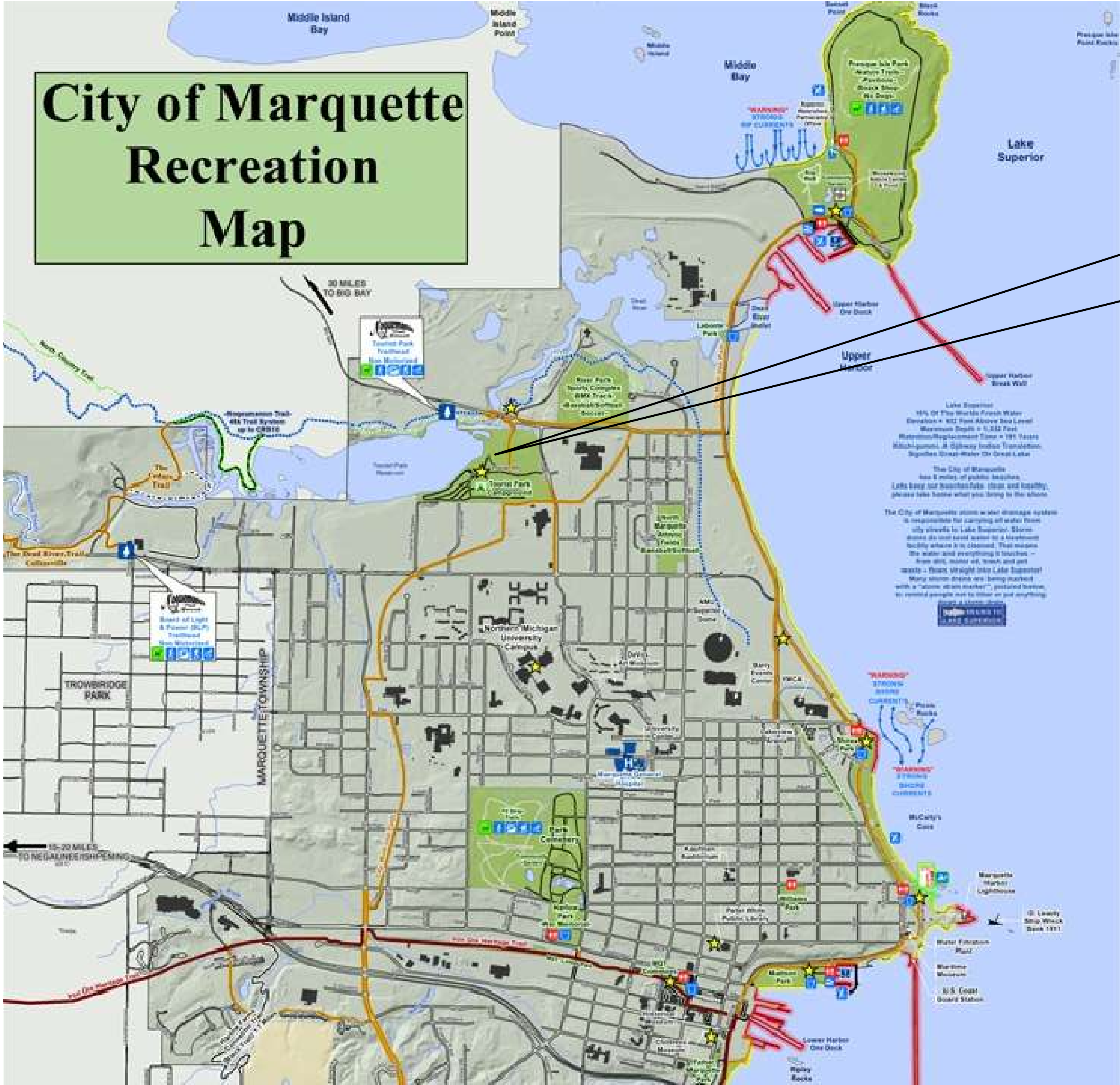
I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of February, 2024.

Ryan J. Springer
Vice President

Tourist Park Day Use Playground

RP15 - 0023



PROJECT LOCATION
"TOURIST PARK"



March 1, 2023



Index to the Drawings:	
sheet number	description
-	COVER SHEET / LOCATION MAP
1	TOPO SURVEY / SESC PLAN
2	SITE / GRADING PLAN
3	ENLARGED PLAYGROUND PLAN
4	LANDSCAPE / RESTORATION PLAN
5	DETAILS

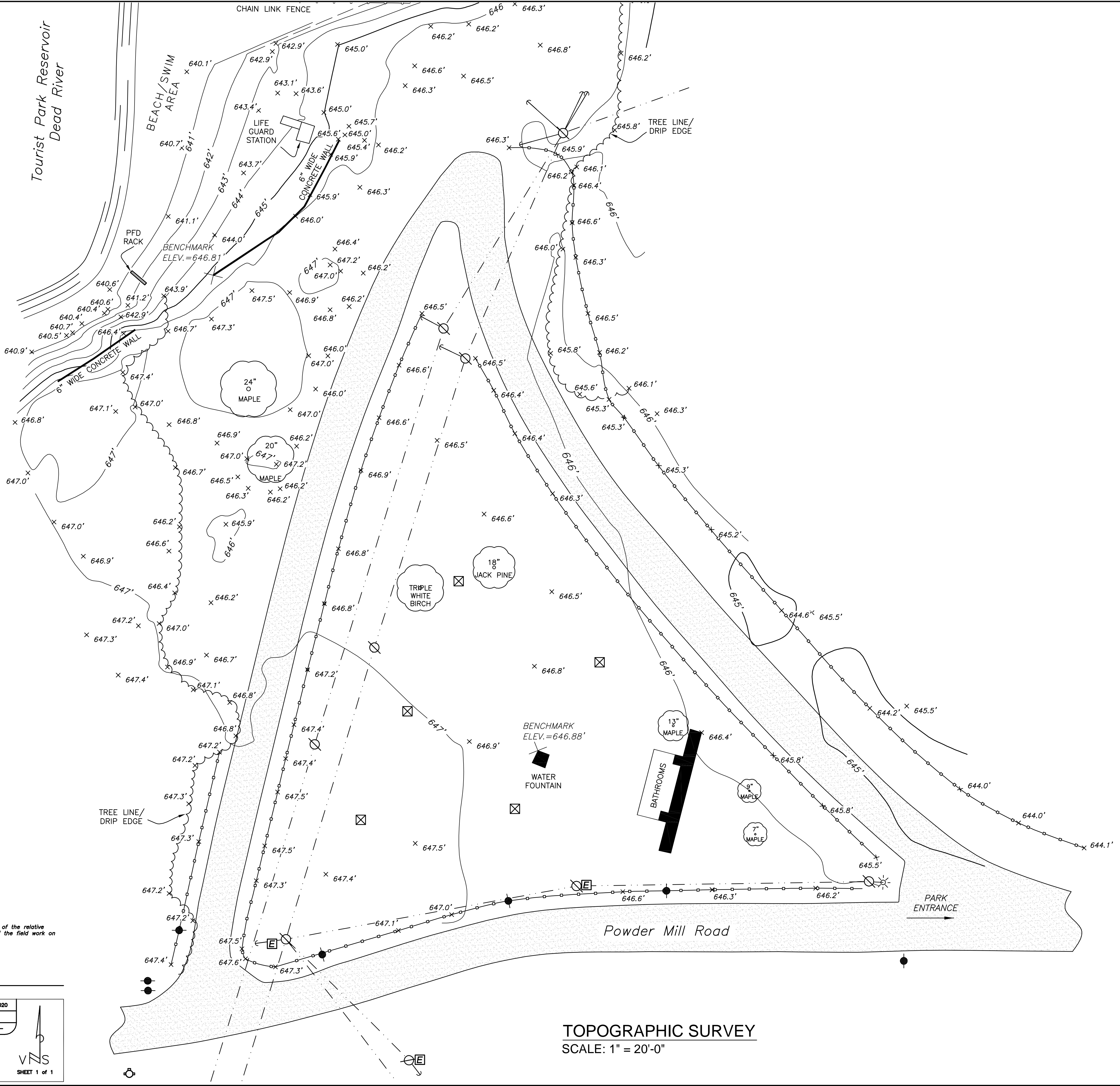
TOURIST PARK

DAY USE PLAYGROUND

MARQUETTE (MARQUETTE COUNTY), MICHIGAN

SANDERS & CZAPSKI ASSOCIATES, PLLC
architecture / landscape architecture / historic preservation
109 South Front Street / Suite 210 / Marquette, Michigan
Phone: 906.273.1207 / Fax: 906.273.1208
www.Sanders-Czapski.com

BIDDING MARCH 1, 2023
BIDDING AUGUST 22, 2022
ISSUE/DATE:
COVER SHEET



CERTIFICATION:
I hereby certify that this Survey Map is a true representation of the relative elevations and topographical features as found at the time of the field work on 28 July 2020.

SIGNED:		DATE:
Glenn C. Van Neste, Professional Surveyor # 27464		
Travis W. Van Neste, Professional Surveyor # 46895		
JOB # 220029/201067	SCALE: 1" = 40'	DATE: 28 JUL 2020
(R) RECORDED	(M) MEASURED	DRAWN BY: TW
LINE NOT DRAWN TO SCALE		

VAN NESTE SURVEYING
33 YEARS OF PROFESSIONAL SURVEYING SERVICES
1402 KIMBER AVENUE MARQUETTE, MICHIGAN 49855
PHONE (906) 226-6241
www.VanNesteSurveying.com

VNS
SHEET 1 of 1

ELEVATION DATUM:
MARQUETTE BOARD OF
LIGHT AND POWER TOURIST
PARK HYDRO PROJECT

LEGEND:
POWER POLE WITH GUY
STREET LIGHT
GRILL
SIGN
ELECTRIC BOX
HYDRANT
OVERHEAD POWER/
TELEPHONE
CHAIN LINK FENCE
WOOD POST BARRIER
TREE
CONTOUR LINE
CONCRETE SURFACE
ASPHALT SURFACE

NORTH

0 10 20
FEET

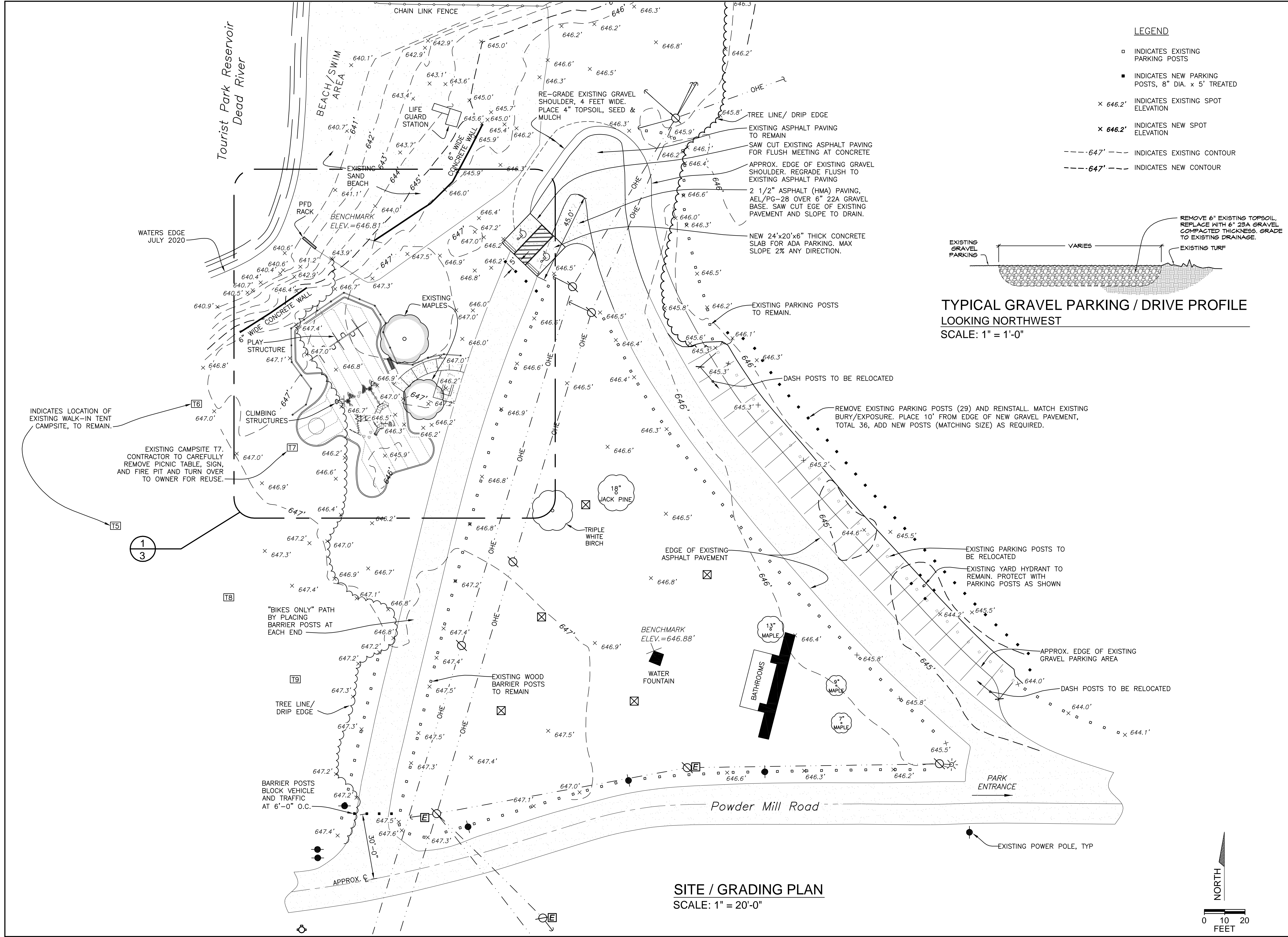
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TOURIST PARK

DAY USE PLAYGROUND

BIDDING	MARCH 1, 2023
BIDDING	AUGUST 22, 2022
ISSUE/DATE:	
1	



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TOURIST PARK

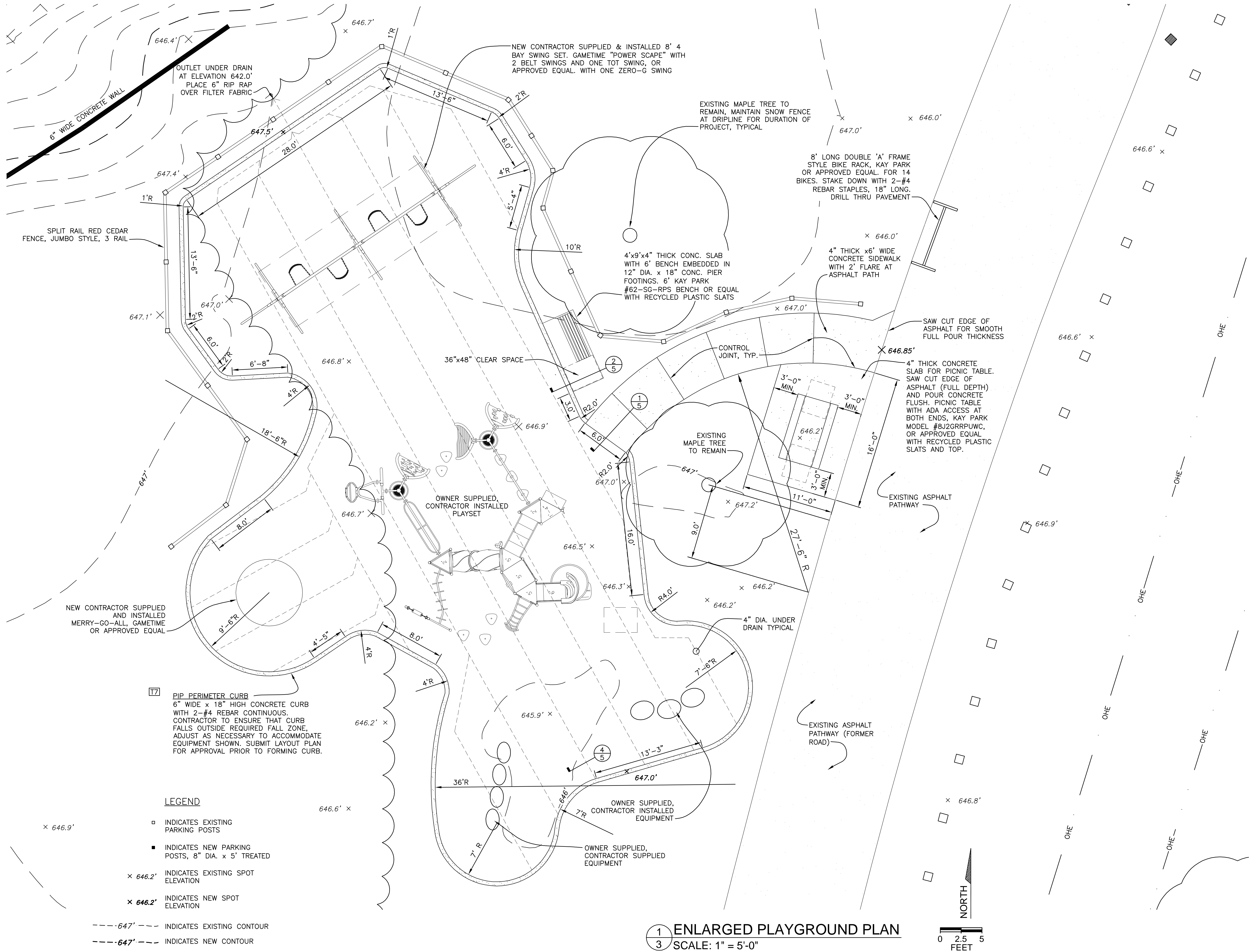
DAY USE PLAYGROUND

BIDDING MARCH 1, 2023

BIDDING AUGUST 22, 2022

ISSUE / DATE:

2



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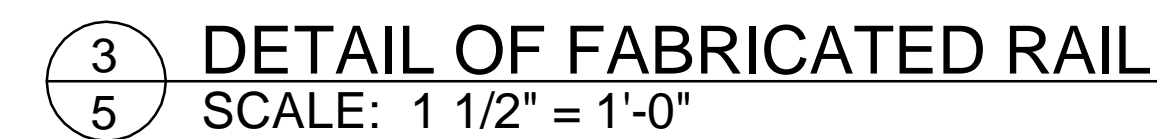
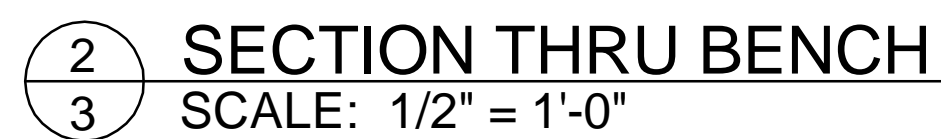
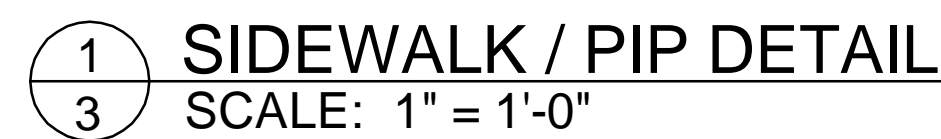
TOURIST PARK
DAY USE PLAYGROUND

MARQUETTE (MARQUETTE COUNTY), MICHIGAN

BIDDING MARCH 1, 2023
BIDDING AUGUST 22, 2022

ISSUE/DATE:

3



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

New Business

Mayor Davis Travel Reimbursement

BACKGROUND:

Mayor Davis attended the annual Michigan Municipal League Capital Conference held in Lansing March 12-13, 2024. The following check will be issued for travel expenses incurred:

Mayor Davis, Check #5835(A), \$758.32

FISCAL EFFECT:

Total travel costs are \$758.32. Adequate funds are available within the Fiscal Year 2024 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Mayor Davis in the amount of \$758.32 for the Michigan Municipal League Capital Conference.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 3/25/2024

New Business

Presque Isle Bandshell - Design Bid Award and Contract Approval

BACKGROUND:

The City's Bandshell at Presque Isle Park has served the Marquette Community since the 1930s and has been decommissioned after exceeding its useful life. In 2023 the City Commission approved naming the next bandshell the Peg Hirvonen Bandshell. The Hirvonen Foundation has provided \$100,000 in funding toward the professional design services for the facility and this expense was included in the approved FY 2024 budget.

Staff advertised a request for proposals and on February 14th received four qualified bids:

1. Sanders & Czapski Associates of Marquette - \$64,500
2. Studio RAD, LLC of Marquette - \$96,500
3. Driven Design of Battle Creek - \$85,000
4. AWH Architects, LLC of Minneapolis, Minnesota - \$99,760

Staff found all four proposals to be substantially complete and evaluated them based on the following criteria:

- Relative Experience of Personnel
- Experience in Designing Outdoor Performance Venues
- Project Management Experience
- Cost
- References
- Office Location

AWH Architects, LLC of Minneapolis, Minnesota was the highest scoring proposal, primarily due to their extensive experience with performance venues, and attention to lighting and acoustic design elements.

Staff has worked with AWH Architects, LLC and the City Attorney to develop a standard professional services contract.

FISCAL EFFECT:

This expense is included in the FY 2024 budget and offset by the revenues provided by the Hirvonen Foundation.

RECOMMENDATION:

Award the bid for design services and construction oversight of the Presque Isle Bandshell to AWH Architects, LLC of Minneapolis, Minnesota, and authorize the Mayor and Clerk to sign the

contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement
- ▣ Insurance
- ▣ Exhibit A

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this — day of _____ 2024 between the City of Marquette, hereinafter called the “City” and AWH Architects, LLC, a Minnesota limited liability company, of 12 E. 25th Street, Minneapolis, MN 55404, 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 Presque Isle Bandshell Replacement.

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 14, 2024 (attached as Exhibit A).

Article 3 **Time of Completion**

The completion date of this project is June 30, 2025.

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 \$99,760.00.

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.

The City will retain Ten (10%) of monthly invoices to be released within 30 days of final plan approval.

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.

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:

Jon Swenson 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 effected 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 _____, 2024.

THE CITY OF MARQUETTE,
MICHIGAN, OWNER

Witness

Sally Davis, Mayor

Witness

Kyle Whitney, Clerk

AWH ARCHITECTS, LLC, CONSULTANT



Witness

By: ____Alex Haecker, AIA, NCARB____

Its: ____Owner____

Address: __12 East 25th Street
Minneapolis, MN 55404____

Telephone #: _612-558-5383____

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2024

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 DOLLIFF INSURANCE 10900 Wayzata Blvd Suite 250 Minnetonka MN 55305-5602	CONTACT NAME: Megan Hagman PHONE (A/C, No, Ext): (952) 593-7400 FAX (A/C, No): (952) 593-7444 E-MAIL ADDRESS: mhagman@dolliff.com														
INSURED AWH Architects, LLC 5325 Colfax Ave Minneapolis MN 55419	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Citizens Insurance Company of America</td><td></td></tr><tr><td>INSURER B: Allmerica Financial Benefit</td><td></td></tr><tr><td>INSURER C: Beazley Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Company of America		INSURER B: Allmerica Financial Benefit		INSURER C: Beazley Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 23-24 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	OBXA513951	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBXA513951	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			OBXA513951	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
B	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 Y	N/A	Y	W2XD362891	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability (Claims made)			C17DBE220901	09/01/2023	09/01/2024	Each Claim \$2,000,000 Aggregate \$5,000,000	

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

Re: Project- Presque Isle Bandshell Replacement

City of Marquette, its agents, representatives, directors, officials, and employees are listed as Additional Insured Primary and Non-Contributory with respect to the General Liability when required by written contract. A Waiver of Subrogation applies with respect to the General Liability and Workers' Compensation when required by written contract. 30 days notice of cancellation applies except non-payment is 10 days written notice.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette 300 W Baraga Ave 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 
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ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

MN

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7.	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract

additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- b. The insurance afforded to such vendor described above:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
- (3) Will not be broader than coverage provided to any other insured; and
- (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;



- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, 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 sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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;
 - (8) "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:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) 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.
 - (9) "Bodily injury" or "property damage" place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

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

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

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury", paragraph e. is deleted.**

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury", paragraph b. is replaced by the following:**

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.



- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:
- (1) Insureds;
 - (2) "Covered Recalls" initiated; or
 - (3) Number of "your products" withdrawn.
- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:
1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
 2. "Product recall expense(s)" means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Presque Isle Historic Bandshell Proposal

2.14.2024



CONTENTS

STATEMENT OF INTEREST	03
PROJECT TEAM OVERVIEW	04
AWH FIRM PROFILE	05
AWH - ALEX HAECKER	06
AWH - NAMDI ALEXANDER	07
TNC ORDWAY PRAIRIE PAVILLION	08
MISSION CREEK MEMORIAL SPACE	09
MOONACY	10
CRANE/NIMBUS THEATER	11
STRIKE THEATER	12
SOLAR/PAVILLION PROJECT EXAMPLES	13
SCHULER SHOOK EXAMPLES	14-16
URBAN ECOSYSTEMS EXAMPLES	17-19
CORE 4 ENGINEERING, INC. EXAMPLES	20-21
FEES	22
PROJECT TIMELINE	23

2.14.2024

Presque Isle Park Advisory Committee
City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855

Dear Members of the Presque Isle Park Advisory Committee,

We are writing to express our enthusiasm for the opportunity to submit a proposal for the design of a new bandshell in Presque Isle Park in Marquette, Michigan. We have assembled a terrific team of well-qualified consultants and designers with a deep understanding of the program requirements, the area's unique characteristics, and the historical significance of Presque Isle Park. We are confident in our ability to deliver a design that exceeds your expectations. Additionally, our team has a deep love for Lake Superior and the surrounding natural areas that are so full of beauty and wonder. We hold a high regard for the many complex cultural narratives that are embedded in the land and soil. This has allowed us to successfully work in many areas around the lake and with communities and tribes who call it their home. Additionally, Alex's family has called Madeline Island his home for over 100 years and has sailed into Marquette many times, giving AWH a deeper insight into the area. Although AWH has Minnesota as a home base, we consistently find ourselves working around the greatest lake and hope to do so again.

Presque Isle Park holds a special place in the hearts of Marquette residents and visitors alike. Its natural beauty and rich history make it a cherished community asset. As architects and designers, we recognize that this space needs to be both shared and preserved. This calls for a balance between Frederick Law Olmsted's recommendation to leave it alone and the desire for people to learn and explore and play. To strike this balance requires intentional vision and design to guide the visitor's experience while respecting the natural landscape and cultural sensitivities of an area.

In developing our proposal, we will draw inspiration from Frederick Law Olmsted's recommendations for the park. Olmsted, a pioneer in the field of landscape architecture, emphasized the importance of preserving natural landscapes and creating spaces that enhance the visitor's experience of the natural environment. We are committed to following in his footsteps by creating a design that harmonizes with the natural surroundings of Presque Isle Park.

Designing an outdoor performance facility within natural surroundings presents unique challenges, but we see these challenges as opportunities for innovation and creativity. By carefully integrating the bandshell into the landscape, using sustainable materials, and incorporating elements that enhance the acoustics and sightlines, we are confident that the end result will be a facility that not only meets the program requirements but also enhances the beauty and tranquility of Presque Isle Park.

In considering the programming for the new bandshell, we will take into account the diverse range of events and performances that will take place at the venue. From concerts to theatrical productions to weddings, the bandshell must be flexible enough to accommodate a variety of performances while also providing a comfortable and inviting space for the audience. Working with a world-renowned theater consultant will help make sure that we are committed to a high-performance space.

Finally, we are deeply aware of the historical significance of Presque Isle Park with the local indigenous tribes. We are committed to honoring this history in our design, ensuring that the new bandshell respects and reflects the cultural heritage of the area.

We look forward to the opportunity to discuss our ideas further and to collaborate with you on this exciting project. Thank you for considering our proposal. We are confident that our collective experience, creativity, and passion for design make our team the ideal candidate to help bring this vision to life.

Thanks for your consideration.

Sincerely,



Alex Haecker, AIA, NCARB
alex@awharchitects.com | 612-558-5383

PROJECT TEAM OVERVIEW

ARCHITECTURE, COMMUNITY ENGAGEMENT

AWH ARCHITECTS

12 East 25th street
Minneapolis MN 55404
612.558.5383
www.awharchitects.com



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St Paul, MN 55114
<https://www.urbanecosystemsinc.com/>



Urban Ecosystems Inc. is a critical design practice of landscape architects, planners, and designers focused exclusively on enriching the vibrance of these urban ecosystems. We are curious about different types of communities and landscape settings. This provides an opportunity to work among a wide range of landscape scales and with a variety of communities and project types. Consistent throughout these projects is our belief that each landscape deserves its own story. In response, our approach is grounded in listening with rigor to discover, reveal, and interpret the latent characteristics of the landscape through space, material, and detail.

ENGINEERING

CORE 4 ENGINEERING, INC.

12308 Corporate Pkwy # 450
Mequon, WI 53092
<https://www.core4engineering.com/>



CORE 4 Engineering was founded by Matthew Christianson, P.E., S.E. in late 2013 with a goal of creating an engineering firm that works with architects, contractors and building owners by listening to their needs and project vision, and executing that vision. CORE 4 has since assembled a team of experienced engineers, designers and support staff that have a like-minded philosophy putting the Client first and NEVER saying "We Can't Do That". We value the team approach internally and externally, listening to alternative ideas & concepts to provide the best solution possible.

AWH FIRM PROFILE

Since 2011, AWH Architects has taken on a wide range of architectural projects from our office in the Whittier neighborhood of Minneapolis. The unifying threads between each are client-specific solutions and the focus on our 5 core values: Energy, Water, Reuse, Social Equity, and Pragmatism.

AWH Architects strives to design equitable and accessible spaces by integrating multiple narratives. We advocate for a concerted effort to bring diverse voices and skill sets to the table. This allows us as designers to navigate clients from all walks of life through entitlements to achieve goals that support social, environmental and economic justice.

At AWH, we believe that the design of our physical spaces affects the way we interact with one another as humans. Design can shift our mindset and create spaces of safety, comfort and joy. It is more than functional space-planning or choosing paint colors, the power of architecture is its capacity to create a comprehensive space.





PRINCIPAL

ALEX HAECKER, AIA NCARB

Alex Haecker has over 25 years of professional experience in design, architecture, historic preservation, adaptive reuse and rehabilitation. Alex has worked on a wide array of projects during the course of his career, from single family homes and remodels to large multi-family affordable housing, all of which have the common thread of seeking diversity, equity and inclusion both for the users and also the built environment. Along with his architecture practice he is deeply committed to serving the community and has served on a number of non-profit boards and as a Commissioner on the Minneapolis Heritage Preservation Commission for 6 years. This dedication, both professionally and personally, affords him the extensive knowledge of practicing architecture from all different sides and perspectives. His work encompasses residential, municipal, non-profit, educational and corporate clients nationwide.

SPECIFIC PROJECTS EXPERIENCE

TNC ORDWAY PRAIRIE PAVILLION, Glenwood, MN
MISSION CREEK MEMORIAL SPACE, Fond du Lac, MN
MOONACY, Plymouth, MN 2018
EDISON HIGH SCHOOL GREEN CAMPUS, Minneapolis, MN 2018
CRANE/NIMBUS THEATER, Minneapolis, MN 2016
STRIKE THEATER, Minneapolis, MN 2016
NOKOMIS SOLAR PAVILLION, Minneapolis, MN 2016
TINY DINER SOLAR PAVILLION, Minneapolis, MN 2015
ST. JAMES SOCIAL, Bayfield, WI
BAYFIELD ART CENTER, Bayfield, WI
DEER PARK RESIDENTIAL DEVELOPMENT, Bayfield, WI
HORIN LAKE HOME, Crandon, WI
LOCKE LAKE HOME, Crandon, WI
HERMITS HOVEL, Lake Tomahawk, WI
THOMPSON LAKE TOMAHAWK HOUSE, Lake Tomahawk, WI
CAMP JOHNSON, Lac du Flambeau, WI

EDUCATION

1999 Masters Of Architecture
University Of Pennsylvania Philadelphia, Pa

1992 Bachelor Of Arts - Studio Arts
University Of Minnesota. Minneapolis, Mn

REGISTRATION

MINNESOTA , WISCONSIN, MICHIGAN

AFFILIATIONS

Commissioner - Minneapolis Heritage Preservation
Commission 2010-2015

JUROR

INFILL Philadelphia 2010

ADVISOR

Shoreham Advisory Committee
Great City Design Team Minneapolis, MN

NON-PROFIT

Past Board Member - In the Heart of the Beast Puppet Theater
Past Board Member - Madeiline Island Music Camp
Past Chairman - Friends of the Eastern State Penitentiary Park

MEMBER

AIA, NCARB

SELECTED HONORS AND AWARDS

2021 - AIA MN Commendation for Excellence in Design
for Well-being (Avivo Village)
2018 - Preservation Alliance of Minnesota Merit Award
(Maytag Building)
2018 - Contract Design Interiors Award for Historic
Preservation (Hewing Hotel)
2017 - Minneapolis Heritage Preservation Award for
Historic Restoration, Rehabilitation, or Adaptive
Reuse Project (Hewing Hotel)
2017 - Preservation Alliance of Minnesota Honor Award
(Hewing Hotel)
2007 - AIA Honor Award
2007 - AIA MN Honor Award
2007 - National Trust for Historic Preservation Award
2007 - Urban Land Institute Award for Excellence



PROJECT DESIGNER

NAMDI ALEXANDER

Namdi Alexander has over 10 years of architecture and design experience. During that time, he has worked as a passionate advocate for sustainable design and construction practices within various market sectors. He finds the unique challenges of historic rehabilitation and adaptive-reuse projects rewarding, as they breathe new life into existing structures. Namdi is also committed to improving access to design professionals in our communities by spearheading outreach and engagement efforts, and volunteering as a design mentor for high-school students. In addition to his role as a mentor, Namdi serves as an adjunct instructor at the University of Minnesota, where he teaches and develops the curriculum for Undergraduate Design Studios.

Namdi believes empathy is essential to the design process and that thoughtful design can improve lives. As a designer, he is committed to collaborating with clients to find innovative and responsible design solutions that align with their project objectives, while contributing to the betterment of the world around us.

SPECIFIC PROJECT EXPERIENCE

RICE LAKE ELDER VILLAGE, Rice Lake, MN 2024
 WHITE EARTH TINY HOMES DEVELOPMENT, WEN
 SANCTUARY LOFTS, Minneapolis, MN 2024
 FRANK LLOYD WRIGHT ADDITION, Minneapolis, MN
 THOMPSON LAKE TOMAHAWK HOUSE, Lake Tomahawk, WI
 *WAKE TECH PUBLIC SAFETY SIM. CTR, Raleigh, NC 2024
 TAP-IN EVENT CENTER, Minneapolis, MN 2023
 *HISTORIC FORT SNELLING AT BDOE, St. Paul, MN 2022
 *MILLWORK LOFTS, Minneapolis, MN 2017
 *PILLSBURY A-MILL LOFTS, Minneapolis, MN 2015
 *SCHMIDT ARTISTS LOFTS, St. Paul, MN 2014

* Work completed at another firm

EDUCATION

2014 Masters Of Architecture
 University of Minnesota, Minneapolis, MN

2011 Bachelor Science in Architecture
 University of Minnesota, Minneapolis, MN

MEMBER

AIA Associate

TEACHING

2022 - Current, Adjunct Design Instructor @ U of M CDes
 2018 & 2019 - NOMA Teen Mentor for Workshop

PRO-BONO / COMMUNITY ENGAGEMENT

2015 - Cofounded BKV Workshop
 2018 - Cofounded LAD Groundwork

SELECTED HONORS AND AWARDS

2014 - Clarence Wigington Scholar - AIA Minnesota
 2011 - Sandy Ritter Scholar - RSP Architects

AWH PROJECT EXAMPLE

TNC ORDWAY PRAIRIE PAVILLION GLENWOOD, MN

Estimated Completion Summer 2024

Located in the heart of Glenwood, Minnesota, the Ordway Prairie Pavilion stands as a testament to The Nature Conservancy's commitment to education and ecological preservation. Commissioned to create a gathering space, this 600-square-foot pavilion is not just a structure; it's a bridge between knowledge and nature.

Designed as an educational haven, the pavilion beckons school groups, hikers, and picnickers to delve into the intricacies of the glacial terrain and the remarkably preserved ecosystem of the Ordway Prairie. Here, visitors become explorers, unraveling the mysteries of the land in an immersive and socially enriching environment.

The pavilion's crowning glory is its folded roof plane—a graceful wing that hovers over the prairie like a guardian of knowledge. This architectural marvel not only provides shelter but also mirrors the hummocky geology of the region. Each fold tells a story, connecting the built environment with the undulating landscape that inspired it.

Crafted with a Cor-Ten steel skeleton, the pavilion seamlessly integrates with its surroundings. The choice of material ensures a natural patina over time, allowing the structure to evolve in harmony with the prairie. As the Cor-Ten steel weathers, it becomes a living canvas, blending and aging gracefully in sync with the landscape.

Beyond its architectural finesse, the pavilion is a lesson in water stewardship. Collected from the roof, water becomes a silent educator. Guided by a commitment to sustainability, the runoff is directed to a nearby gabion cage filled with locally harvested fieldstone. Here, water undergoes a transformative journey, aiding in infiltration back into the soil while preventing excess erosion.

Ordway Prairie Pavilion transcends its physical existence; it's a symphony where social interactions harmonize with environmental stewardship. It's a place where knowledge blossoms, and the spirit of exploration thrives. Visitors don't just witness nature; they become part of its ongoing narrative, fostering a deep sense of connection and responsibility.



AWH + URBAN ECOSYSTEMS PROJECT EXAMPLE

MISSION CREEK MEMORIAL SPACE

Fond du Lac, MN

Estimated Completion 2025

Mission Creek is a project aimed at honoring the legacy of the Historic Fond du Lac Cemetery through the creation of a memorial sculpture and gathering space adjacent to the site. Initiated as part of the mitigation efforts linked to the ongoing redesign of Highway 23, this project, led by AWH Architects and Urban Ecosystems, represents a collaborative endeavor committed to preserving cultural heritage and fostering community connection.

Since its inception, the project has undergone meticulous development, with a primary focus on incorporating feedback from the Fond du Lac community and ensuring respectful treatment of the cemetery site. This dedication to inclusive design and sensitivity to cultural significance underscores the project's commitment to authenticity and reverence.

Central to the design is a striking memorial sculpture inspired by Anishinaabe traditions and symbology. The seven-column tradition is represented in the design, symbolizing the seven teachings of the Ojibway people: love, respect, bravery, honesty, humility, truth, and wisdom. Evoking the wings of an eagle and the ceremonial feather fans of traditional dancers, the sculpture symbolizes the spiritual connection between the physical and spiritual realms.

In addition to the sculpture, the project includes thoughtful landscaping, such as the realigned spring channel and "Mother Gardens," which aim to restore the natural environment and provide a tranquil setting for reflection. The Nibi Space, adorned with seven stones arranged in a circle, offers a contemplative space for individuals and small groups to honor and connect with their ancestors.

Furthermore, the gathering space features amenities like an inner seat bench, fire pit, and open eastern edge, fostering intimate gatherings and enhancing connections with the land and water. The use of durable materials, such as Corten Steel, ensures longevity and minimal maintenance, reflecting a commitment to sustainability and longevity.

Overall, Mission Creek stands as a testament to the power of community collaboration, cultural preservation, and respectful commemoration. This will be a living tribute to the enduring legacy of the Fond du Lac community and their profound connection to the land and ancestors.



AWH PROJECT EXAMPLE

MOONACY PLYMOUTH, MN

2018

Moonacy is a 3200 SF masterpiece seamlessly integrated into a late 1950s house in the western suburbs of Minneapolis. This project, driven by values of energy, social, and water, transforms the dwelling into a harmonious blend of aesthetics, functionality, and environmental consciousness.

The addition introduces a 3-car garage and a spacious music room tailored for the country songwriter owner. Positioned behind the existing house, the new structure rises to a breathtaking 22-foot ceiling, creating an expansive ambiance. A strategically designed wall of triple-paned glass windows frames panoramic views of the courtyard, koi pond, and the tranquil lake beyond.

Every element of Moonacy's design is deliberate. Angled walls, exposed wood, and metal trusses contribute not only to the visual allure but also serve a functional purpose. The music room, with its design finesse, becomes a space engineered to amplify sound, offering a haven for artistic inspiration. Simultaneously, the architecture harnesses passive solar energy, reflecting the commitment to sustainable living.

Beyond the structural brilliance lies a profound understanding of the social aspect of living. Moonacy is a haven for connection. The thoughtful design encourages inhabitants to gather, share music, and revel in the natural beauty surrounding them. The courtyard, with its picturesque views, becomes a stage for shared moments and social bonds.

The inclusion of a koi pond adds a touch of tranquility to Moonacy. This water feature isn't just an aesthetic choice; it embodies the water value, creating a serene oasis that harmonizes with the natural environment. It's a testament to the project's commitment to incorporating sustainable elements that enhance both living spaces and the ecosystem.



AWH PROJECT EXAMPLE

CRANE/NIMBUS THEATER MINNEAPOLIS, MN

2016

The Crane/Nimbus Theater, an initiative of NE Minneapolis-based theater ensemble nimbus theatre, redefines the theatrical landscape by serving as more than just a performance venue. Completed in 2016, The Crane was conceived as a dynamic resource for ensemble theater companies and those creating innovative works in the Twin Cities. With a commitment to fostering collaboration and shared spaces, The Crane addresses the unique needs of theater companies involved in the various stages of production.

AWH embarked on the architectural transformation of Suite 130 at 2303 Kennedy Avenue NE, Minneapolis, MN, spanning approximately 7,000 SF. This conversion aimed to birth an Educational Arts Center, featuring a thoughtfully designed layout comprising a lobby, loading dock area, dressing rooms, storage, two studios with stage and seating areas (48 and 110 seats), a scene shop, and restroom facilities.

The scope of AWH's work encompassed comprehensive professional services, beginning with collaborative consultations with the client to refine project requirements and program specifics. AWH navigated zoning and entitlement considerations, ensuring seamless adherence to regulations. As part of the meticulous process, AWH completed and updated As-Builts, developed a Concept Design based on layout discussions and client input. The journey continued with Design Development, Construction Documents for permitting, and culminated in Construction Administration, ensuring a harmonious realization of The Crane/Nimbus Theater's transformative vision. Deliverables included a thorough Program, Zoning, and Code Analysis, alongside the production and delivery of design development and construction documents, all supervised by AWH's commitment to excellence.



AWH PROJECT EXAMPLE

STRIKE THEATER MINNEAPOLIS, MN

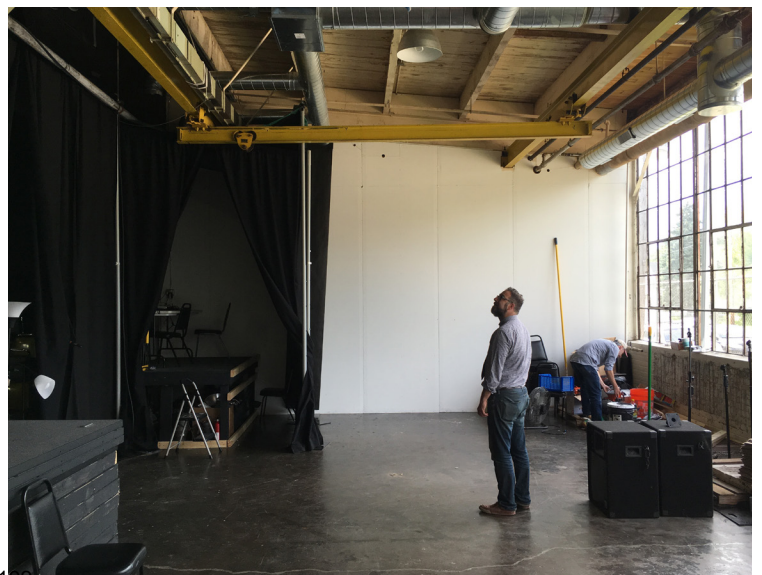
2016

Strike Theater, located in Minneapolis, MN, stands as a vibrant testament to the rich tapestry of Twin Cities' sketch comedy, storytelling, and spoken word. Established by Allison Broeren, Director of Word Sprout, and improv virtuosos Mike Fotis and Joe Bozic, the theater embodies a fusion of creativity and community engagement.

In collaboration with AWH, the architectural metamorphosis of Space 176 in the Thorp Building unfolded, encompassing approximately 2,500 SF. AWH meticulously undertook a comprehensive range of services to breathe life into the performance/theater space. The project commenced with client consultations to distill refined project requirements, followed by an adept update of As-Builts.

The evolution of the design concept seamlessly integrated previous layouts and discussions, resulting in a unique and functional space. AWH's scope of work extended to crafting detailed Construction Documents for building permits, with structural considerations addressed through responsible oversight and coordination.

Furthermore, AWH played a pivotal role in the meticulous orchestration of the project's construction phase. This included assistance in contractor selection, facilitating the bidding process, and ensuring a harmonious synergy between the design vision and on-site execution. The journey from conceptualization to completion was marked by collaborative ingenuity, transforming Space 176 into the dynamic and inviting Strike Theater that now graces Minneapolis.



AWH SOLAR/PAVILLION PROJECTS EXAMPLES

EDISON HIGH SCHOOL GREEN CAMPUS MINNEAPOLIS, MN

2018

Edison High School was transformed into a model green campus with state-of-the-art energy efficiency and storm water systems. Utilizing neglected space adjacent to their sports facilities sustainability was pursued to the utmost with this addition. A new entry and educational experience were created with a massive **500 kW** solar array, storm water collection and treatment, community garden and greenhouse, and concession stand. In addition to creating a place to gather and pass through, these systems are designed to be educational tools for students, visitors, and the neighborhood, helping raise the next generation of environmental stewards.



NOKOMIS SOLAR PAVILION MINNEAPOLIS, MN

2016

Situated between the bath house and the widely popular Sandcastle eatery, the Nokomis Solar Pavilion provides an area of respite while also generating energy. The **7kW** Solar Array sits atop a custom designed galvanized steel structure and frames the entry onto the beach. Beach goers and visitors alike can utilize the picnic benches and enjoy a bit of shade while marveling over the shadow patterns cast by the array. The Nokomis Solar Pavilion was one of five photo voltaic solar power projects AWH completed for the Minneapolis Park and Recreation Board made possible by the Xcel Energy Renewable Development Fund.



TINY DINER SOLAR PAVILION MINNEAPOLIS, MN

2015

The Tiny Diner, the latest restaurant concept by the famed Minneapolis restaurateur Kim Bartman, sought a different level to the locavores, farm to table, and regionalism wave that is sweeping the restaurant scene—take it off of the grid and grow a majority of the produce on the dense, urban, and used to-be contaminated site. The Tiny Diner, with its **40 kW** solar canopy, collects power from the sun, as well as rainwater, and directs it to the site's various gardens. At the same time, it covers the large outdoor seating area. The Tiny Diner sets a new bar for the Minneapolis restaurant scene.



SCHULER SHOOK PROJECT EXAMPLE

TOWN GREEN BANDSHELL MAPLE GROVE, MN

2010

This waterfront Bandshell anchors a new town green, enhancing a growing suburb's regional presence. Innovative architecture, landscaping and lighting provide a multifunctional facility for programmed events and non-performance related use.

At night, the bandshell comes alive with color and light, creating a unique visual identity that attracts pedestrians while providing safety and security. A 30-minute light show runs continuously from sundown to late evening. The energy-efficient color-changing LED up lights fade from color to color at varying speeds. The entire roof can change at once, or morph its color from one side to the other. By carefully balancing the composition of the roof and sidewalls, the architecture is revealed in different ways throughout the show

The bandshell is equipped with an inventory of portable theatrical fixtures to support small performances.

SCOPE OF WORK:

Theatre planning and architectural lighting design for a new bandshell for community events.



SCHULER SHOOK PROJECT EXAMPLE

AMERICAN PLAYER THEATRE HILL THEATRE

SPRING GREEN, WI

2019

American Players Theatre includes Hill Theatre, a 1,089-seat thrust stage amphitheatre, and indoor Touchstone Theatre. Hill Theatre, the second largest outdoor theater in the U.S. devoted to the classics, sits on 110 wooded acres. Schuler Shook provided Theatre Planning and Architectural Lighting design services for the Touchstone Theatre in 2009 and the Hill Theatre in 2019.

Hill Theatre's updates include improved theatrical lighting and technical positions, stage traps, box booms, a primary catwalk and a theatrical lighting system. A new post and beam trapped stage allows for greater flexibility and multiple configurations. Power and control infrastructure was added to the new trap room below the stage. The theatrical lighting and control system was upgraded with expanded power capacity and includes a new, custom designed cue light system.

Architectural lighting upgrades incorporated house and accent lighting for the audience seating, outdoor front of house areas, stage area work lighting, and back of house performer and production support areas.

SCOPE OF WORK:

Theatre consulting, planning and equipment design.
Architectural lighting design for public areas.



SCHULER SHOOK PROJECT EXAMPLE

CENTRAL PARK BANDSHELL RED WING, MN

2009

This Red Wing bandshell had its opening celebration and first performance on July 4, 2009. Schuler Shook provided the theatre planning services and design of the lighting and rigging systems.

This new state-of-the-art band shell replaces the existing band shell in Red Wing's historic Central Park. The City's hope is to transform this underutilized park into Red Wing's "community living room." The additional size of the stage and high-tech lighting, rigging and audio systems will allow the city to host larger orchestras, rock and country bands, and theatrical performance troupes.

Light fixtures and a simple lighting control system were designed to meet the performance needs of local troupes. Infrastructure, including additional power, truss rigging points, and cable sleeves have been designed to meet the needs of large touring groups.

SCOPE OF WORK:

Theatre planning and architectural lighting design for a new bandshell in an historic park.



URBAN ECOSYSTEMS PROJECT EXAMPLE

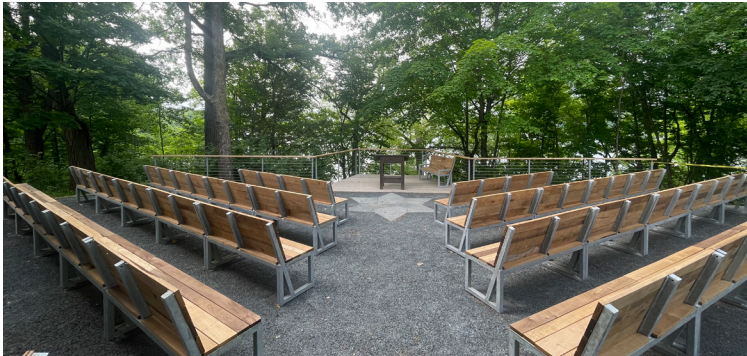
CAMP TEKOK
Temple Israel Minneapolis
Lake Minnetonka, Orono, MN

Phase 1 construction complete Fall 2023

Located on the shores of Lake Minnetonka, Camp Teko is a long-established Jewish day camp that sparks lifelong friendships, environmental learning, a place for Jewish identity to thrive for children ages 5-18. The site, formerly a Boy Scout camp until 1972, is an 18-acre gem of rolling hills, woodlands, wetlands, and shoreline.

However, given decades of use, the camp was in need of updating. Recognizing an opportunity to modernize the camp experience, Temple Israel and the City of Orono conducted a capital campaign to create new buildings and outdoor spaces and bring green technology to the campus. In 2020, a renovation process began to expand programming and develop new facilities. Project master planning included the identification of new outdoor program spaces and 25,000 SF of new buildings. Site programming included outdoor classrooms, native plant community restoration, ADA accessibility for all pedestrian trails, and innovative rainwater management strategies. This project demonstrates our ability to plan a complex project involving numerous stakeholders and a difficult permitting environment.

COLLABORATORS:
Locus Architects
Civil Site Group



URBAN ECOSYSTEMS PROJECT EXAMPLE

HIGHLAND MEMORIAL

St. Phillips Church in the Highlands
Garrison, NY

Work Completed 2016

The St. Philip's Churchyard is a spiritual space in great harmony with its natural setting amidst trees and stones. This bucolic cemetery features an eclectic mix of monumental and unique gravestones.

To serve the community and meet modern burial needs, the church vestry chose to expand the memorial space with a columbarium. The design concept aims to create an emotional focal point for remembrance. Analysis of the church grounds revealed an intimate, secluded hollow on the edge of a wood. This peaceful space offers clear views of the church and graveyard.

The spatial focal point is a new 40-foot-long columbarium wall containing 96 burial niches for cremated remains. The wall incorporates historic capstones from a former church boundary and blends with the character of other stone walls in the churchyard. Earthworks were gently adjusted to create an earthen berm that encircles the space, along with artfully placed boulders that serve as headstones for in-ground burial plots.

At the center of the space, three large boulders function as seating elements while flagstones contain additional in-ground burial plots. The columbarium space includes a prayer, engraved in stone, dedicated to the ministry and memory of Reverend Francis Geer of St. Philip's Church.



URBAN ECOSYSTEMS PROJECT EXAMPLE

ST JAMES THE LESS - MASTER PLAN

St. James the Less
Scarsdale, NY

Work Completed 2021

This project involved creating a master plan for the historic church, campus, and cemetery in Scarsdale, NY.

The plan involved the creative redesign of the parking, as well as the creation of a dedicated arrival court, liche gate, and meditation labyrinth.

The plan also addressed signage redesign and traffic safety considerations in the context of a sensitive historic site that includes unmarked burials from the era of the Underground Railroad.



CORE 4 ENGINEERING, INC. EXAMPLES



Poplar Hall, Appleton, WI

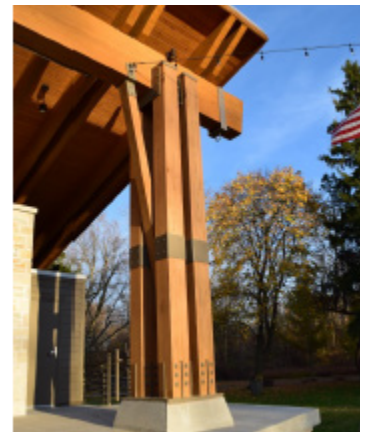
2022 Completion

8,000 SF

Woodwards U.S. Wood Design Regional Excellence Award



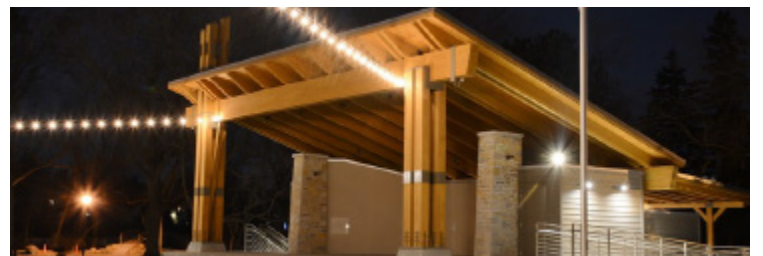
This over 8,000 square foot project created a multi-use venue for a variety of events from weddings to concerts! The two story design features sloped roof cantilevers, floor to ceiling windows along the back that offer a beautiful view of the Fox River, and cross-laminated timber (CLT) floor panels to create a wrap-around mezzanine within the main space. The project also includes a stage, two bar areas, storage space, prep room, and coat room located near the entryway.



Cedar Creek Park, Cedarburg, WI

2016 Completion

2,500 SF



The Cedar Creek Park Band Shell re-replaces an existing 50-year old band shell in an effort to improve Cedar Creek Park. The new stage features a cantilevered slab that is supported in part by the existing band shell foundations as well as the new multi-glulam column moment frame featured at the front of the stage. The exposed glulam roof joist and beam structure combines architectural aesthetics with structural purpose.

CORE 4 ENGINEERING, INC. EXAMPLES



9/11 Memorial Kewaskum, WI

2021 Completion



Featuring a beam of steel recovered from the North Tower of the World Trade Center as its center piece, this beautiful memorial honors those that were lost on 9/11/2001 – including Ke-waskum Graduate, Andrea Lyn Haber-man – as well as those who were a part of the operations that took place after the events of 9/11 at Ground Ze-ro.



Mequon-Thiensville Gateway Mequon, WI

2020 Completion
3,700 SF

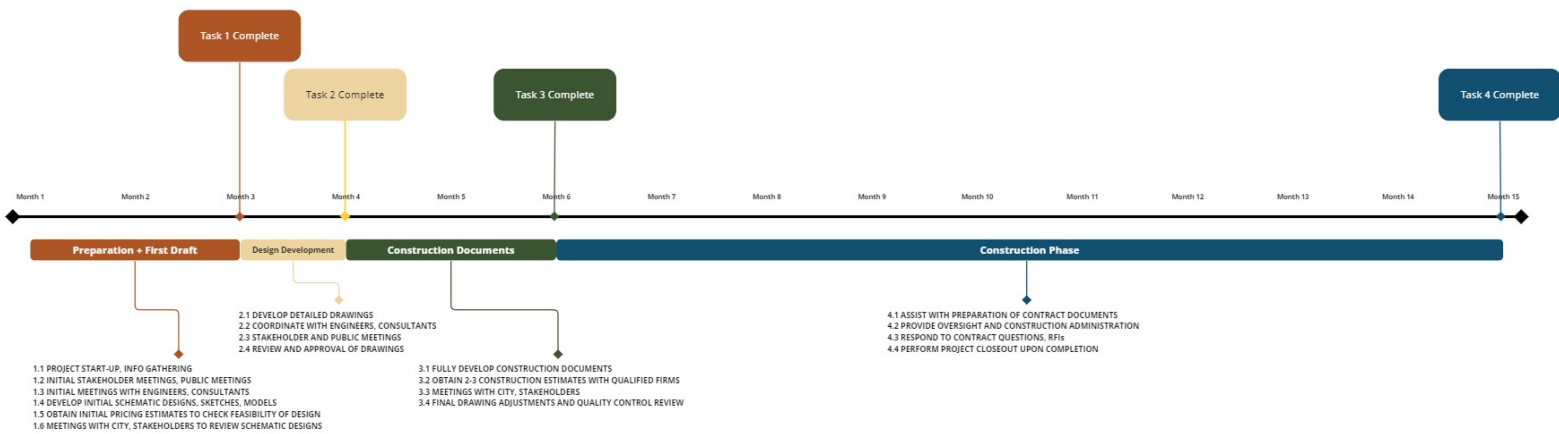


The Mequon-Thiensville Gateway offers a beautiful riverfront community space between the Towns of Mequon and Thiensville. This project acts as an entry point to the neighborhood at the cen-ter of both communities—the Mequon-Thiensville Town Center District.

	AWH - AH Lead Architect	AWH - NA Lead Designer	AWH - NS Proj. Designer	AWH - LB Proj. Mgr
HOURLY RATES	250	195	135	175
TASK 1: PREPARATION AND FIRST DRAFT (2 Months)				
1.1 PROJECT START-UP, INFO GATHERING	4	8	8	4
1.2 INITIAL STAKEHOLDER MEETINGS, PUBLIC MEETINGS	8	8	2	2
1.3 INITIAL MEETINGS WITH ENGINEERS, CONSULTANTS	0	6	6	2
1.4 DEVELOP INITIAL SCHEMATIC DESIGNS, SKETCHES, MODELS	6	24	10	2
1.5 OBTAIN INITIAL PRICING ESTIMATES TO CHECK FEASIBILITY OF DESIGN	2	4	0	2
1.6 MEETINGS WITH CITY, STAKEHOLDERS TO REVIEW SCHEMATIC DESIGNS	4	4	4	0
SUB-TOTAL HOURS	24	54	30	12
SUB-TOTAL FEE	\$ 6,000.00	\$ 10,530.00	\$ 4,050.00	\$ 2,100.00
TOTAL FEE FOR TASK 1	\$ 22,680.00			
TASK 2: DESIGN DEVELOPMENT (1 month)				
2.1 DEVELOP DETAILED DRAWINGS	2	36	32	0
2.2 COORDINATE WITH ENGINEERS, CONSULTANTS	0	12	4	2
2.3 STAKEHOLDER AND PUBLIC MEETINGS	8	8	2	2
2.4 REVIEW AND APPROVAL OF DRAWINGS	2	2	0	0
SUB-TOTAL HOURS	12	58	38	4
SUB-TOTAL FEE	\$ 3,000.00	\$ 11,310.00	\$ 5,130.00	\$ 700.00
TOTAL FEE FOR TASK 2	\$ 20,140.00			
TASK 3: CONSTRUCTION DOCUMENTS (2 months)				
3.1 FULLY DEVELOP CONSTRUCTION DOCUMENTS	4	28	24	0
3.2 OBTAIN 2-3 CONSTRUCTION ESTIMATES WITH QUALIFIED FIRMS	0	8	0	4
3.3 MEETINGS WITH CITY, STAKEHOLDERS	8	8	2	2
3.4 FINAL DRAWING ADJUSTMENTS AND QUALITY CONTROL REVIEW	8	8	4	0
SUB-TOTAL HOURS	20	52	30	6
SUB-TOTAL FEE	\$ 5,000.00	\$ 10,140.00	\$ 4,050.00	\$ 1,050.00
TOTAL FEE FOR TASK 3	\$ 20,240.00			
TASK 4: CONSTRUCTION PHASE (9 Months)				
4.1 ASSIST WITH PREPARATION OF CONTRACT DOCUMENTS	0	4	0	4
4.2 PROVIDE OVERSIGHT AND CONSTRUCTION ADMINISTRATION	2	36	0	2
4.3 RESPOND TO CONTRACT QUESTIONS, RFIs	0	24	4	0
4.4 PERFORM PROJECT CLOSEOUT UPON COMPLETION	2	4	0	2
SUB-TOTAL HOURS	4	68	4	8
SUB-TOTAL FEE	\$ 1,000.00	\$ 13,260.00	\$ 540.00	\$ 1,400.00
TOTAL FEE FOR TASK 4	\$ 16,200.00			
AWH AND CONSULTANTS TRAVEL AND REIMBURSABLE EXPENSES NOT TO EXCEED	\$ 2,500.00			
TOTAL AWH ARCHITECTS HOURLY FEE	\$ 81,760.00			
CORE4 STRUCTURAL ENGINEER	\$ 6,500.00			
SCHULER SHOOK THEATER CONSULTANT	\$ 4,000.00			
URBAN ECOSYSTEMS LANDSCAPE ARCHITECT	\$ 7,500.00			
TOTAL TEAM FEES	\$ 99,760.00			

We propose to complete the project for a lump sum total of \$99,760.00
(ninety nine thousand seven hundred sixty dollars) not including reimbursables as outlined above

PROJECT TIMELINE



THANK YOU FOR YOUR CONSIDERATION
