

SUPERIOR KAYAKING COMPANY

Superior Kayaking Company LLC PO Box 495 Marquette, MI 49855

March 23, 2018

City of Marquette Attn: Katie Burnett, Finance Department 300 W Baraga Ave Marquette, MI 49855

To: City of Marquette

Enclosed, please find Superior Kayaking Company, LLC's response to **Request for Proposal** #18-05 - "Kayak Concessionaire" as published by the City of Marquette.

I was enthused to see the RFP and believe this proactive approach the City is taking is vital to preserve Presque Isle Park, promote tourism in the area, and establish guidelines for a vendor to safely guide tours from City property. I am confident and that our business model is the best suited to manage the responsibilities and opportunities which will arise for the winning bidder.

I am happy to speak with anyone should there be any questions on the information contained within the proposal. Thank you in advance for your consideration.

Regards,

Alexandra Jarvis

Co-Founder and Owner

Superior Kayaking Company, LLC

Response to City of Marquette RFP #18-05 Kayaking Concessionaire

March 23, 2018

IV. RECEIPT OF INFORMATION

(A) INDIVIDUAL AND OR COMPANY PROFILE.

Founded by Alexandra Jarvis and Anders Ahlberg in 2016, Superior Kayaking Company is a sea kayak guide service operating out of Marquette, MI. We currently conduct tours at Presque Isle Park in Marquette and Grand Island National Recreation Area in Munising.

Our mission is to provide guests with opportunities to safely explore the sights and features of Lake Superior. We believe the wilderness and city park alike are best enjoyed in smaller group sizes that allow for intimate settings and personalized attention.

(B) NAME OF A KEY CONTACT PERSON, INCLUDING TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS.

Name: Alexandra Jarvis Phone: (517) 643-1550 Fax: (517) 374-6112

Email: superiorkayakingcompany@gmail.com

(C) BRIEF DESCRIPTION OF INDIVIDUAL AND OR FIRM'S INTEREST, PAST EXPERIENCE AND VIEWS ON HOW THE KAYAK CONCESSIONAIRE WILL BEST OPERATE AT PRESQUE ISLE PARK.

Sea kayaking is an enjoyable pastime that is specifically relevant to our community with abundant beaches and beautiful geologic landscapes. With the right approach, we believe that kayaking can be on par with other popular activities in Marquette such as biking, skiing, and sailing. Through various local businesses and associations, residents and visitors to our area have the opportunity to rent equipment or take lessons to participate in these sports. However, as of 2016, there was no provision for people who wanted to kayak in Marquette. Superior Kayaking Company fills that gap and expands the recreational choices for residents and visitors to include sea kayaking under the guidance of an industry professional.

From the outset, our goal has been to conduct a business in a way that is additive to the community, safe for clients, welcomed by residents of Marquette, and in compliance with the visions and ordinances set forth by our Department of Parks and Recreation.

This core value is best evidenced by our choice to seek input from the City and relevant stakeholders during the development of our business plan. These included the Department of Parks and Recreation; Harbor Advisory Committee; Presque Isle Park Advisory Committee; Parks and Recreation Advisory Board; local business owners; and kayaking hobbyists and experts. Though this method was neither the most expeditious nor profitable, we received valuable feedback which we used to inform our long-term business model. For example, it was feedback from multiple advisory committee members that led us to eliminate the option to rent kayaks from our operation at Presque Isle Park. After vetting, we mutually agreed that, due to safety, it was not within the best interest of the community to rent kayaks from City beaches.

A kayak concessionaire operating at the city park should take all reasonable measures to be minimally invasive to the natural landscape and to respect the views and use of space for non-kayakers. To this end, we previously proposed and are advocates of a maximum number of kayaks and business vehicles allowable. This RFP adequality captures our views on the minimum operating standards that should be in place for safe operation. Superior Kayaking Company's standard operating procedures are already in full compliance with the letter and the spirit of standards set forth in the City's request.

We do not believe that a kayak concessionaire at Presque Isle Park will be sustainable or capable of accomplishing the City's goals if it is singularly focused on commercial profitability. Additional factors such as safety, respect for the community's long-term interests, and the promotion of kayak sports in general must be given prominent consideration. Our owner-operator model of is particularly effective in terms of blending all of these objectives into a successful kayak operation at Presque Isle Park. Being owner-operators keeps us directly connected to all aspects of the kayak concession from daily operations and interactions with customers to working closely with the city with firsthand knowledge about how the concession is running. We are invested in the business, but we are equally invested in the City of Marquette.

Experience: Alexandra Jarvis has guided sea kayak tours on Lake Superior since 2012. Anders Ahlberg gained his trip leadership experience at a camp where he guided wilderness backpacking and canoe trips for young people and began guiding sea kayak tours in 2016.

(D) ABILITY TO MEET THE STANDARDS AND REQUIREMENTS

All requirements outlined in RFP 18-05, Section III, are reasonable and agreeable. Of particular note:

part (d) guiding requirements are and have always been minimum operating standards for Superior Kayaking Company.

Alexandra Jarvis and Anders Ahlberg hold CPR and First Aid certifications through the American Red Cross and are certified Level III Coastal Kayak Trip Leaders (CKTL) through the American Canoe Association (ACA). In addition, both Ms. Jarvis and Mr. Ahlberg have successfully performed self-rescue and assisted rescues in Level IV wave and wind conditions under the supervision of an ACA Instructor. While our own launch guidelines would prohibit our taking tours in such conditions, both guides are adequately trained to adapt to sudden changes in wind/wave conditions to ensure the safety of tour participants.

part (f) Superior Kayaking Company currently holds a liability insurance policy, on which the City of Marquette is an additional insured, from a company with A+ rating with A.M. Best Company.

(E) A MINIMUM OF THREE (3) REFERENCES IN THE LAST THREE (3) YEARS, INCLUDING NAME OF CONTACT, COMPANY/AGENCY NAME AND TELEPHONE NUMBERS.

Name: Sam Crowley

Company/Agency: Sea Kayak Specialists

Phone: (906) 250-4238

Name: Sarah Peurakoski

Company/Agency: Superior Alliance for Independent Living (SAIL) Phone: (906) 228-5744 (work phone) (906) 251-8906 (cell phone)

Name: Dale Forrester

Company/Agency: Maple Dale Farm

Phone: (269) 625-6738

(F) STATE THE AMOUNT OF INVESTMENT YOU WILL REQUIRE TO BEGIN OPERATIONS AND POTENTIAL SOURCES OF FUNDING.

Superior Kayaking Company is an established, fully operational guide service. No investment or additional sources of funding—from public or private entity—is sought.

(G) A LIST AND EXPLANATION OF ADDITIONAL EQUIPMENT (IF ANY) THE PROPOSER WOULD BE PROVIDING AT THESE SITES.

Superior Kayaking Company will not require or provide any additional equipment on site. The mobile, low profile nature of the company is intentional to be minimally invasive to the natural landscapes and non-kayaking park users.

(H) AN EXPLANATION OF ROUTINE CLEANING AND PREVENTIVE MAINTENANCE SCHEDULES INTENDED TO ASSURE AN ATTRACTIVE APPEARANCE FOR ALL EQUIPMENT TO MEET COUNTY HEALTH DEPARTMENT CODES

Kayaks and equipment are inspected after each use. The kayaks are again inspected before each trip while clients are being fitted into their boats. Rudder cables are specifically checked to ensure that no loosing of nuts or fraying has occurred which may cause the system to become disabled mid-trip. Bulk heads are regularly checked to ensure there are no water leaks between compartments. Guides carry tool kits to address any unexpected equipment malfunction on site.

The beach and parking areas are inspected before leaving each area the group stopped to ensure that no trash or other items from tour participants are left.

- (I) OTHER INFORMATION SPECIFIC TO THE NATURE OF THIS RFP AND DEEMED IMPORTANT BY THE INTERESTED PARTY.
 - 1) The company has held a commercial use permit with the United States Forest Service since 2016 and remains in good standing with that agency.
 - 2) As described in section C, Superior Kayaking Company created and presented a proposal to multiple city advisory boards in 2016 as it relates to kayaking at Presque Isle Park. Over the course of several months, the proposal was fine-tuned, and on April 27, 2017, a one-year lease agreement between the City of Marquette and Superior Kayaking Company was approved in a unanimous vote by city commissioners.

The lease agreement, attached as Appendix A for reference, contained the same park use and safety requirements outlined in RFP 18-05. Superior Kayaking Company successfully carried out all terms of the contract, maintained a clean record with no customer complaints or safety incidents, and received ample positive feedback from our community. To our knowledge, there were zero reports of our operation negatively impacting another park user.

- 3) In summary, there are three distinct strengths to highlight when considering the merits of this bid.
 - Our demonstrated commitment to operating a business within the best interest of the community, and in cooperation with local governing authorities.
 - Prioritization of safety, as evidenced by our track record and prior completion of ACA certifications.
 - Successful experience guiding tours at the location and under operating guidelines set forth within RFP 18-05

(J) THE CITY IS INTERESTED IN ENTERING INTO A THREE (3) YEAR LEASE AGREEMENT WITH THE OPPORTUNITY TO EXTEND BASED ON MUTUAL INTEREST.

Company is prepared to enter three year lease.

(K) LEASE COMPENSATION SHOULD BE BASED ON CURRENT MARKET SQUARE FOOT VALUE OF EACH FACILITY OR VALUE PROPOSED BY VENDOR.

Superior Kayaking Company agrees to make timely payments to the City for the current market square foot value of leased space.

Appendix A

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 27+L day of 1021, 2017, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and SUPERIOR KAYAKING COMPANY, LLC, a Michigan limited liability company, with a mailing address of P.O. Box 495, Marquette, Michigan 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner of the real property and beachfront located at 1 Peter White Dr. at Presque Isle Park in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a section of beach located near Superior Watershed offices as shown in Exhibit "A" located on Lessor's real property in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

1.1 Lessor leases to Lessee space as shown in Exhibit "A", hereinafter "PREMISES".

2. Term of Lease

This lease shall run from May 1, 2017 through October 1, 2017. Prior to Lessee's first day of operations, Lessee will meet with City employees to discuss logistics for the use of the Premises.

3. Rent

The rent shall be \$147.00/month, based on 1,000 square feet of beach front and 600 square feet of parking space at \$1.10/square foot for a total of \$735.00 for the entire lease term. Monthly rental payments are due by the 5th of each month.

4. Use of Premises

- 4.1 Lessee shall use the Premises only for launching and retrieving kayaks and other non-motorized boats from the sandy beach area.
- 4.2 Lessee shall not use the Premises for any purpose that would:
 - a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
 - d) constitute a public or private nuisance;
 - e) interfere with other uses of the Premises; or
 - f) permit refuse to accumulate in or around leasehold.
 - g) prohibit or restrict public access across and through the Premises.

5. Use of Public Areas by Lessee

Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated parking area as shown on Exhibit A. Lessee is permitted to display temporary signage in common areas in accordance with all City ordinances.

6. Non-exclusive Use of Premises

Lessee acknowledges that its use of the Premises is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.

7. Maintenance and Repair

7.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$300,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.
- 8.6 Lessee at it's sole expense shall follow the safety guidelines regarding water sport outfitters as set forth in Exhibit B.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.

11. Covenant of Quiet Enjoyment

Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the non-exclusive and reasonable right to have, hold and enjoy the Premises.

12. Lessor's Right to Perform Lessee's Obligation

If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor; the Lessor may terminate this lease.
- In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its trailer and rowing shells, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written

CITY OF MARQUETTE

David I Campana Mayor

Kris M. Hazeres, City Clerk

SUPERIOR KAYAKING COMPANY, LLC

By: ALEXANDRIX SALVIS

Approved as to Substance:

L. Michael Angeli, City Manager

Approved as to Form:

Ronald D. Keefe, City Actorney



Exhibit B

General Equipment to be Provided

- Sea Kayaks (single or tandem) with front & rear floatation, declines, tow line attachment
- One spare paddle per four boats
- One paddle float and bilge pump per two boats

Equipment to be Carried by Guide

- VHF Radio with weather radio
- Spare clothing for 2-4 people in dry bag
- First Aid Kit
- Repair kit (may include duct tape, mini tool, etc)
- Spare water and food

Safety Equipment to be Provided by Outfitter

- USCG approved PFD
- Sprayskirt
- Whistle
- Paddle
- Dry bags
- Water proof container for emergency medications

Required Certifications

- CPR and First Aid
- Certification/Assessment as a kayak instructor and/or kayak trip leader at a level appropriate to paddling on Lake Superior such as ACA Coastal Kayaking or equivalent training.
 - o Issued by a national organization such as the American Canoe Association, Paddle Canada, and/ or British Canoe Union.
 - o Can be in training, having completed training and taking assessment within the year.

Operations

- Guide/leader will operate in conditions at or below level of training/certification/assessment.
- All activities are lead and accompanied by at least one guide per five kayaks with a maximum of ten kayaks per tour. Tours must have sufficient time in between groups to ease congestion of parking and patrons at Presque Isle Park.
- All equipment is to be routinely inspected, properly fitted, and in good working order.

ANOTT

ACORD,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/17

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).

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ACORD 25 (2016/03)

CITY OF MARQUETTE 300 W BARAGE AVE MARQUETTE, MI 49855

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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 REPRESENTATIV