



MARQUETTE PUBLIC ART COMMISSION

**Agreement for Sculpture Design, Fabrication, and Installation: “Dragonfly Sculpture”
ARTWORK FOR MARQUETTE PUBLIC ARTS COMMISSION (MPAC).**

Completion Date: September 6, 2024

Agreement, and correspondence to:

Marquette Public Arts Commission

Contact: Tiina Morin, *Arts & Culture Manager, City of Marquette*

Email: Tiina Morin, tmorin@marquettemi.gov

ARTWORK AGREEMENT

This Agreement is entered into this 22 day of April, 2024, by and between the City of Marquette, Michigan (the "City"), and Brian Wignall (the "Vendor") for design, fabrication, and installation of a Dragonfly Sculpture (the "Sculpture").

WHEREAS, the City is implementing public art into the entrance of the new playground to be located in Ellwood A. Mattson Lower Harbor Park, North Lakeshore Boulevard, Marquette, MI.

WHEREAS, the Vendor was selected by the City, to design, fabricate, and install the Sculpture for this public art project;

WHEREAS, the parties wish to promote and maintain the integrity and clarity of the Vendor's ideas and statements that are approved by the City as specified in this Agreement;

WHEREAS, the Vendor will produce the Sculpture in a professional manner; and

WHEREAS, all parties are in agreement that the Vendor, City staff, Contractors, and Marquette Public Art Commission ("MPAC") shall establish a close and cooperative relationship that will be maintained throughout the project, so as to best integrate their respective contributions to the Work.

NOW THEREFORE, the City and the Vendor, for the consideration and under the conditions hereinafter set forth, agree as follows:

PROJECT DESCRIPTION: After reviewing the design submission by the Vendor for the Work, MPAC selected the dragonfly design which has been approved by the City Commission for installation at the entrance of the new playground in Ellwood A. Mattson Park, no later than September 6, 2024.

SECTION 1. SCOPE OF SERVICES

1.1 VENDOR'S OBLIGATIONS

1.1.1. The Vendor shall provide all services and furnish all supplies, materials, and equipment as necessary for the design, execution and transportation, and installation of the approved Sculpture at the Project site, unless otherwise agreed to in writing by both parties.

1.1.2. The Vendor shall coordinate work with City Staff.

1.1.3. The Vendor shall consult, and work in a collaborative manner with the City staff, MPAC, and others as identified by the City.

1.2 DEVELOPMENT OF DESIGN, PREPARATION OF REVISIONS, AND INSTALLATION OF SCULPTURE

1.2.1 Upon confirmation of this Agreement, the Vendor shall prepare any Design Revisions requested by the City, or that are necessary due to material limitations 14 days of signed contract. Any revisions are understood to be undertaken with the best interest of both goals of

MPAC and the original artistic intent. Any revisions will be made only by the Vendor. The Vendor will not otherwise deviate from the selected Design Submission, without written approval and will continue to reflect an understanding of the Artwork Design Specifications and Considerations:

DESIGN SPECIFICATIONS

- Sculpture must be appropriate for all ages.
- Sculpture must be designed to fit the dimensions of the space.
- Sculpture must be ADA accessible.
- Sculpture must be safe for human interaction.

1.2.2 Final Design Documents shall include written narrative descriptions relating elements and details that elaborate on and further explain the ideas expressed in the final Design (such as size and materials, etc.).

1.2.3 The City reserves the right to require the Vendor to submit additional information deemed relevant regarding the Final Design Documents.

1.2.4 Within thirty (30) days after receipt of the Vendor's Final Design Documents submission pursuant to this Section 1.2, the City shall notify the Vendor of the approval or disapproval of such submission(s) and of all revisions made in the Final Design Documents as a result thereof. Revisions made pursuant to Section 1.2.3 shall become part of the Sculpture.

1.3 EXECUTION OF THE WORK

1.3.1. Within thirty (30) days after written approval of the Final Design Documents, and revisions made to the Final Design Documents pursuant to Section 1.2, the Vendor shall furnish to the City the site preparation, installation plan and schedule for the Sculpture site (the "Work Schedule"). If the Work Schedule includes additional site preparation prior to installation, Vendor will plan accordingly and include this into the Work Schedule. After written approval of the Work Schedule by the City, the Vendor shall install the Sculpture in accordance with the Work Schedule.

The Work Schedule may be amended by written agreement between the City and the Vendor.

1.3.2. The City and MPAC shall have the right to review the progress of the Sculpture at reasonable times during the fabrication or installation thereof.

1.3.3. The Vendor shall complete installation of the Sculpture in substantial conformity with the Final Design Documents and Work Schedule approved by the City.

1.3.4. The Vendor shall present in writing, and in advance to the City for review and approval by the MPAC, any significant changes in the Work that would not be in substantial conformity with, or otherwise permitted by, the Final Design Documents approved by the City. A significant change would include change in the size, scope, scale, designs, color, material, texture, method of installation, site preparation or maintenance of the Work, or a change in the concept of the Work as represented in the Design Submission approved by the City. No proposed change shall cause the cost of this Work to exceed the total budget specified in Section 2 of this Agreement.

1.3.5. The City shall not be responsible for providing equipment or staff at the time the Sculpture is brought on-site in order to remove the Sculpture from Vendor's trailer and install it at the site.

1.3.6. Vendor will work with the City to develop a detailed site preparation plan. Vendor shall be responsible for building and attaching a base to the Sculpture, but additional site preparation will be the responsibility of the City.

1.4 FINAL ACCEPTANCE. The Vendor shall advise the City in writing when all services required have been completed. The City shall notify the Vendor in writing within 30 days of its final acceptance of the Sculpture. Final acceptance shall be determined solely by the City and shall constitute the City's acknowledgement that the Sculpture has been completed and installed according to the terms of this Agreement. Ownership of the Sculpture shall pass to the City upon final acceptance.

1.5 OWNERSHIP OF DOCUMENTS. Upon final acceptance, copies of all studies, drawings, and designs, prepared and submitted under this Agreement for the Design Proposal and Final Design Documents shall be provided to the City and shall belong to the City for historical documentation of the Sculpture, except as may be determined under Section 12 of this Agreement.

1.6 DOCUMENTATION OF THE SCULPTURE. Within 60 days after completion or installation of the Sculpture, the Vendor, in coordination with City Staff, shall furnish the City with the following documentation materials of the Sculpture as installed on the Site:

1.6.1 High quality photo documentation of the final Sculpture from multiple angles and viewpoints.

1.6.2 High quality photo documentation of the step-by-step installation process, which may help in maintaining the Sculpture's longevity.

1.6.3. Full written narrative description of the Sculpture, minimum of one page in length, for use on the City's website, in connection with the MAPP collection, on social media and in print.

1.6.4. Written step-by-step instructions for appropriate maintenance and preservation of the Work.

SECTION 2: COMPENSATION AND PAYMENT SCHEDULE

2.1. The City shall pay the Vendor a fixed fee of \$30,000.00 (Thirty Thousand Dollars and No Cents) which shall constitute full compensation for all services and materials to be performed and furnished by the Vendor under this Agreement including all labor, fees, services, expenses, materials, taxes and any other costs associated with providing the Sculpture.

2.2 Compensation will be paid after services are performed as follows:

- \$15,000 upon acceptance of this Agreement.

- \$15,000 upon final acceptance of the Sculpture by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

2.3 Payment is only made after the submission of an approved invoice.

2.4 Invoices and all attachments and reports shall be addressed to the City of Marquette, Community Services/Office of Arts and Culture, 300 West Baraga Avenue, Marquette, Michigan 49855. After review and approval by the City Commission and City Manager all invoices shall be paid to the Vendor by the City.

2.5 **VENDOR'S EXPENSES.** All expenses incurred by the Vendor are included in the Compensation, and the Vendor will not be reimbursed separately for any expense incurred by Vendor.

SECTION 3. TIME OF PERFORMANCE

3.1 **DURATION.** Installation dates will be mutually agreed upon and scheduled between the Vendor and the City. The services to be required of the Vendor shall be completed by September 6, 2024.

3.2 **TIME EXTENSIONS.** The Vendor shall request a reasonable extension of time from the City in the event there is a delay on the part of the Vendor in performing its obligations under this Agreement, or if there are conditions beyond the Vendor's control or Acts of God render timely performance of the Vendor's services impossible or unexpectedly burdensome.

SECTION 4. WARRANTIES

4.1 **WARRANTIES OF TITLE.** Both parties represent and warrant that they have the right, power and authority to enter into this Agreement. Vendor hereby warrants the design is his original artistic work and does not violate any copyright or trademark law, the rights of privacy and publicity and any other right owned by any third person or entity.

4.2 **WARRANTIES OF QUALITY AND CONDITION.** The Vendor represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Final Design Documents that (a) the execution and creation of the Sculpture will be performed in a workman like manner; (b) the Sculpture, as created and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Sculpture; and (c) reasonable maintenance of the Sculpture will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Vendor to the City hereunder.

4.3 **LENGTH OF WARRANTIES FOR QUALITY AND CONDITION.** The Warranties described in Section 4.2 shall survive for a period of one year after the final acceptance of the Sculpture. The City shall give notice to the Vendor of any observed breach with reasonable promptness. The Vendor shall, at the request of the City, and at no cost to the City, reasonably and promptly cure the breach of any such warranty which is curable by the Vendor and which cure is consistent with professional conservation standards.

SECTION 5. REPRODUCTION RIGHTS

- 5.1 **USAGE.** Vendors grant the City and MPAC irrevocable rights:
- a) to publicly display and reproduce in any City business (non-commercial form) connected with the Sculpture and all design proposals, and revisions that are submitted for approval, including the final installed Sculpture, name(s) associated, photographs, likenesses of Vendors and assigns, statements, and biography.
 - b) to digitally archive and display the Sculpture as part of the Marquette Art in Public Places (MAPP) Collection.
 - c) to publicly display and reproduce in any City business (non-commercial form) connected.

5.2 **COPYRIGHT.** The Vendor hereby acknowledges and agrees that upon acceptance of the installed Sculpture the worldwide copyright in the Sculpture shall be held by the City. The City agrees to grant the Vendor an exclusive license to use the Sculpture in any form other than as a sculpture while retaining the City's rights to make use of the Sculpture in both commercial and/or non-commercial formats, excluding any additional sculptural forms. These rights include but are not limited to the right to make and reproduce photographs or other two-dimensional representations of the Sculpture for public, non-commercial uses, such as catalogs, brochures, website directory, and other educational or public relations purposes. Non-commercial purpose refers to information shared for the general welfare or benefit of the community. Commercial uses of the Sculpture include, but are not limited to, souvenirs or other items intended for sale. All printed material and reproductions of the Sculpture will contain a credit to the Vendor listing the title of the artwork and the Vendor's name. The exclusive license to the Vendor shall be formalized and granted as part of the final acceptance of the Sculpture by the City and receipt by the City of all Documentation Materials, Final Design Documents, and other documentation identified herein.

The passage "Vendor has an exclusive license to use the Sculpture in any form other than as a sculpture while retaining the City's rights to make use of the Sculpture in both commercial and/or non-commercial formats, excluding any additional sculptural forms" is intended so that Vendor could freely use documentation of finished Sculpture Vendor creates for the City. And Vendor could (if desired) sell any drawings/sketches used to create the Sculpture. No future work designed by Vendor should be directly derivative of the Sculpture made for the City.

5.3 **CREDITS AND PROMOTION.** In all instances of display, a credit line suitable to the design of the project will be used. Vendor will provide Vendor's preferred name(s) for credit in the Final Design Documents. Vendor retains the right to include images of the completed work in Vendor's portfolio and agrees to credit it as, "work owned and commissioned by the City of Marquette."

5.4 **COPYRIGHT REGISTRATION.** The Vendor shall be responsible for registering with the United States Register of Copyrights, a copyright in the Sculpture in the City's name (or shall properly assign said copyright to the City upon receipt by Vendor), and for providing proof of registration to the City.

SECTION 6. VENDOR'S RIGHTS

- 6.1 **MAINTENANCE.** The City recognizes that maintenance of the Sculpture on a regular

basis is essential to the integrity of the Sculpture. The City shall reasonably assure that the Sculpture is properly maintained and protected, taking into account the instructions of the Vendor provided in accordance with this Agreement and shall reasonably protect and maintain the Sculpture against the ravages of time, vandalism and the elements.

6.2 REPAIRS AND RESTORATION. The City shall have the right to determine, after consultation with appropriate professionals, when and if repairs and restorations to the Sculpture will be made. During the Vendor's lifetime, the Vendor shall have the right to approve all repairs and restorations, provided, however, the Vendor shall not unreasonably withhold approval for any repair or restoration of the Sculpture. The Vendor shall have the first right to perform recommended treatment or repair at a fair and mutually agreed upon rate. If the Vendor so authorizes or a rate cannot be agreed upon the City shall have the right to seek a qualified conservator, specialist, or other MPAC-approved designee to perform repair or treatment. If the Vendor cannot be contacted or fails to respond or accept the indicated first right to treat or repair the Sculpture in a timely fashion, the City may make necessary repairs without the Vendor's approval or consultation. If maintenance or repairs cannot be made in accordance with Vendor's specifications, or if Vendor has provided insufficient information to the City, the City may use its best judgment to affect such maintenance and repair. All repairs and restorations shall be made in accordance with recognized principles of maintenance and conservation of public art.

6.3 ALTERATION OR REMOVAL OF THE SCULPTURE. The City reserves the right to alter the Sculpture and related site as necessitated by site development and planning.

6.3.1 The City agrees that it will not intentionally damage, alter, re-locate, modify or change the Sculpture without the prior consultation with the Vendor.

6.3.2 REMOVAL FROM DISPLAY. While it is the City's intent to retain and publicly display the Sculpture for 20+ years, circumstances may arise that would make it necessary or prudent for the City to permanently remove the Sculpture from public display earlier than anticipated.

6.3.3 Nothing in this Section shall preclude any right of the City to (1) remove the Sculpture from public display, (2) de-accession the Sculpture, (3) destroy the Sculpture or (4) relocate the Sculpture.

6.4 PERMANENT RECORD. The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Sculpture.

6.5 VENDOR'S ADDRESS. The Vendor shall notify the City of changes in Vendor's address. The failure to do so, if such failure prevents the City from locating the Vendor, shall be deemed a waiver by the Vendor of the right to subsequently enforce those provisions of this Section that require the express approval of the Vendor. Notwithstanding this provision, the City shall make every reasonable effort to locate the Vendor when matters arise relating to the Vendor's rights.

6.6 SURVIVING COVENANTS. The covenants and obligations set forth in this Section 6 shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns,

transferees and all their successors in interest, and the City's covenants attach and run with the Sculpture and shall be binding to and until the death of the Vendor. The City shall give any subsequent owner of the Sculpture notice in writing of the covenants herein and shall cause each such owner to be bound thereby.

6.7 **ADDITIONAL RIGHTS AND REMEDIES.** Nothing contained in this Section 6 shall be construed as a limitation of such other rights and remedies available to the Vendor under the law which may now or in the future be applicable.

SECTION 7. INSURANCE

7.1 The Vendor shall maintain insurance to protect the Vendor from claims under workers compensation; claims for damages because of bodily injury including personal injury, sickness, disease, or death arising out of the Vendor's performance of this agreement; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of Vendor's performance of professional services caused by errors, omissions or negligent acts for which the Vendor is legally liable.

7.2 The Vendor will indemnify and hold the City harmless from and against demands, alleged damages or injuries, and expenses arising directly or indirectly from the Vendor's negligent acts, errors, omissions, or breach of contract and of those persons for whom the Vendor is legally responsible.

SECTION 8. VENDOR AS INDEPENDENT CONTRACTOR. The Vendor shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Vendor shall not be supervised by any employee or official of the City, nor shall the Vendor exercise supervision over any employee or official of the City.

SECTION 9. PUBLIC RECORDS. Under Michigan state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this agreement (the "documents") become a public record upon submission to MPAC, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If MPAC receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to MPAC and upon the written request of such person, received by MPAC within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. MPAC assumes no contractual obligation to enforce any exemption.

SECTION 10. ASSIGNMENTS, TRANSFER, SUBCONTRACTING

10.1 **ASSIGNMENTS OR TRANSFERS.** Neither this Agreement nor any interest herein shall be transferred or assigned by the Vendor. Any such transfer shall be null and void and shall be cause to terminate this Agreement.

10.2 **SUBCONTRACTING BY THE VENDOR.** The Vendor may subcontract portions of the services to be provided hereunder at the Vendor's expense provided that said subcontracting

shall not negatively affect the design, appearance, or visual quality of the Sculpture and shall be carried out under the supervision of the Vendor. The Vendor must obtain approval from the City prior to hiring any subcontractor. If the City does not approve the hiring of any subcontractor, another subcontractor must be submitted for approval by the City.

SECTION 11. NON-DISCRIMINATION. In carrying out the performance of the services designated, the Vendor shall not discriminate as to race, creed, religion, sex, age, national origin or the presence of any physical, mental or sensory handicap, and the Vendor shall comply with the equality of employment opportunities.

SECTION 12. TERMINATION. If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate, specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, this Agreement shall terminate.

In the event of default by the City, the City shall promptly compensate the Vendor for all services performed by the Vendor prior to termination. In the event of default by the Vendor, all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Vendor under this Agreement shall at the City's option become City's property, provided that no right to fabricate or execute the Sculpture shall pass to the City and the City shall compensate the Vendor pursuant to Section 2 for all services performed by the Vendor prior to termination or, at the Vendor's election, the Vendor shall refund all amounts paid by the CITY in exchange for transferring all finished and unfinished related Sculpture to City.

Notwithstanding the previous sentence, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Vendor, and the City may reasonably withhold payments to the Vendor until such time as the exact amount of such damages due the City from the Vendor is determined.

SECTION 13. COMPLIANCE. The Vendor shall be required to comply with Federal, State, County, and City statutes, ordinances, and regulations applicable to the performance of the Vendor's services under this agreement.

SECTION 14. ENTIRE AGREEMENT. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

SECTION 15. MODIFICATION. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

SECTION 16. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered

personally or sent by registered or certified mail, return receipt requested, postage prepaid, or email to the City and Vendor as follows below:

City Mailing Address: Tiina Morin, City of Marquette, Community Services/Office of Arts and Culture, 300 Baraga Avenue, Marquette MI 49855, or Email Address: tmorin@marquettemi.gov.

Vendor Mailing Address: Brian Wignall, 7265 W. Coley Avenue, Las Vegas, Nevada 89117, or Email Address: bwignall@cox.net.

Questions: Please submit any questions regarding this Agreement to: Tiina Morin, Arts & Culture Manager, City of Marquette Phone: 906-225-8641 or E-Mail Address: tmorin@marquettemi.gov

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

Signed this 22 day of April, 2024

Brian Wignall

BRIAN WIGNALL, VENDOR

Address: 7265 W. Coley Ave.

Las Vegas, NV 89117

Phone: 702-595-2262

Email: bwignall@cox.net

CITY OF MARQUETTE, OWNER

Sally Davis, Mayor

Kyle Whitney, 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)
04/22/2024

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com	
INSURED The Paradigm Forge 3129 Buena Vista St Madison, WI 53704	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Next Insurance US Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 16285		

COVERAGES **CERTIFICATE NUMBER:** 034249881 **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 OTHER:	X		NXTSPW0NMC-03-GL	05/08/2023	05/08/2024	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
							MED EXP (Any one person) \$15,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability	X		NXTSPW0NMC-03-GL	05/08/2023	05/08/2024	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is Marquette. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Marquette
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

LIVE CERTIFICATE



Click or scan to view

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2024

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.

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PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919		FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: State National Insurance Company, Inc.			12831
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
BRIAN WIGNALL LLC
7265 Coley Ave
Las Vegas, NV 89117

COVERAGES

CERTIFICATE NUMBER: 893613717

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 OTHER:	X		NXT4CPXDXJ-00-GL	04/23/2024	04/23/2025	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
							MED EXP (Any one person) \$15,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X		NXT4CPXDXJ-00-GL	04/23/2024	04/23/2025	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

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

The Certificate Holder is Marquette. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Marquette
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

LIVE CERTIFICATE



Click or scan to view

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