



The City of Huron, Ohio
417 Main St.
Huron, OH 44839
www.cityofhuron.org
Office (419) 433-5000
Fax (419) 433-5120

Agenda for the regular session of City Council
April 11, 2017 at 6:30p.m.

I. Call to order

Moment of Silence followed by the Pledge of Allegiance to the Flag

II. Roll Call of City Council

III. Approval of Minutes

Minutes of the regular meeting of March 14, 2017.

IV. Audience Comments

Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3 minute limit)

V. New Business

- | | |
|--------------------|---|
| Resolution 2017-27 | A resolution authorizing the Huron Police Department to submit a grant application to the Ohio Drug Use Prevention Grant Program. |
| Resolution 2017-28 | A resolution accepting a grant award and authorizing an agreement for Marine Patrol Grant funding for the Huron Police Department. |
| Resolution 2017-29 | A resolution awarding the bid and authorizing an agreement with Republic Services for the provision of residential refuse, recycling, and yard waste service. |
| Resolution 2017-30 | A resolution authorizing a renewal agreement with CompManagement & enrollment in a Group Rating Program relative to the 2018 Workers Compensation Program. |
| Resolution 2017-31 | A resolution accepting the proposal and authorizing an agreement with OHM Advisors for the provision of specialty design service for the Fabens Park-Adams Avenue Entrance Improvement. |
| Resolution 2017-32 | A resolution accepting the proposal and authorizing an agreement with Vocon for the provision of a conceptual design package for the former Showboat property. |

VI. City Manager's Discussion

VII. Mayor's Discussion

VIII. For the Good of the Order

IX. Executive Session(s)

X. Adjournment



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2017-27
DATE: April 3, 2017

Subject Matter/Background

This resolution authorizes the Huron Police Department to submit a grant application to the Ohio Attorney General's Office for potential funding through the Ohio Drug Use Prevention Grant.

As submitted by Chief Lippert within a legislative request to Administration:

The Police Department is asking for Council's approval to apply for the Ohio Drug Use Prevention Grant for the 2017-2018 school year. An annual grant that involves no local match, subsidizes the salary of the School Resource Officer and funds the Drug Abuse Resistance Education (D.A.R.E.) program. The Police Department has received this grant annually since at least 2009, thanks to the commitment of Council to Drug Abuse education. The deadline for application is April 28, 2017.

I ask that council approve submitting an application for this grant so that we can continue the School Resource Officer position and continue to present the DARE program to 5th and 7th graders.

Financial Review

There is no financial impact to the budget at this time as this is an application for potential funding. If this application is awarded funding, it is anticipated based on past practice that 50% of the award will be receipted in 2017 and 50% to be receipted in 2018. The 2017 budget includes \$12,500 estimated revenue under the assumption of successful application. Receipts have been slowly decreasing each year. The city receipted just over \$13,000 in FY 2016.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2017-27 is in order.

RESOLUTION NO. 2017-27

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A GRANT SUBMISSION BY THE HURON POLICE DEPARTMENT TO THE OHIO ATTORNEY GENERAL'S OFFICE FOR THE 2017-2018 OHIO DRUG USE PREVENTION GRANT PROGRAM

WHEREAS, if awarded, said grant would provide for the DARE Core Curriculum, DARE Middle School Curriculum and other Drug Use Prevention Programs for students in the City of Huron as well as funding toward expenses of the School Resource Officer based on the following calculation: base salary of officer x percent of time spent on drug use prevention x 50%.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. That the City manager is authorized to approve the submission of a grant application by the Huron Police Department to the Ohio Attorney General's Office for the fiscal year 2017-2018 for potential grant funding.

Section 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

Section 3. That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Brad Hartung, Mayor

Attest: _____
Clerk of Council

Adopted: _____



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2017-28
DATE: April 5, 2017

Subject Matter/Background

This resolution authorizes an agreement with ODNR- Division of Watercraft for the acceptance of a Marine Patrol Grant Award to the Huron Police Department relating to the Huron Police Harbor Patrol program.

As submitted by Chief Lippert within a legislative request to Administration:

On Thursday March 30, 2017, the Huron Police Department received notification from the Ohio Department of Natural Resources that we have been awarded a Marine Patrol Assistance Grant in the amount of: \$27,428.57. The total cost of the program is: \$36,573.26, if approved by Council, the city would provide matching funds totaling 25% of the total program cost, an amount of: \$9,144.69. The department seeks Council approval for the acceptance of these grant funds and authorization of the city match of: \$9,144.69.

Financial Review

If Council authorizes this agreement, the \$9,144.69 estimated city match can be accommodated within the general fund balance and the budget appropriation will be completed at the next meeting.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2017-28 is in order.

RESOLUTION NO. 2017-28

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD AND ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WATERCRAFT, FOR A MARINE PATROL ASSISTANCE GRANT FOR THE HURON POLICE HARBOR PATROL PROGRAM IN THE CITY OF HURON IN THE AMOUNT OF TWENTY SEVEN THOUSAND FOUR HUNDRED TWENTY EIGHT AND 57/100 DOLLARS (\$27,428.57)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with the Ohio Department of Natural Resources, Division of Watercraft, for a grant to maintain and operate the Huron Police Harbor Patrol Program in the amount of Twenty Seven Thousand Four Hundred Twenty Eight and 57/100 Dollars (\$27,428.57), which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

SECTION 3. That this Resolution shall be in full force and effect immediately upon its adoption.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

JAMES ZEHRINGER, DIRECTOR

Division of Parks and Watercraft

Michael D. Bailey, Chief
2045 Morse Road, Building C-3
Columbus, Ohio 43229-6693
Phone: (614) 265-6061

March 23, 2017

Huron Police Department
Officer Keith Lobsinger
417 Main Street
Huron, OH 44839

RE: 2017 MARINE PATROL GRANT PROGRAM

Dear Officer Lobsinger:

On behalf of the ODNR Director James Zehringer and the Ohio Division of Parks and Watercraft, we are pleased to announce that the Huron Police Department is being awarded a 2017 Marine Patrol Assistance Grant in the amount of \$27,428.57.

To receive your funding, please complete the following:

- 1.) Both copies of the enclosed Marine Patrol Assistance Grant agreement must be signed by officials from your agency or political subdivision as noted under the signature lines. Please return both agreements.
- 2.) Also, submit two original ordinances or resolutions authorizing your department to enter into an agreement with the ODNR Division of Parks and Watercraft.
- 3.) Return the forms to the Division of Parks and Watercraft office by April 15, 2017. If you choose to request an extension of this deadline, the extension request must be received by April 14, 2017 and approved by this office for you to maintain your eligibility for the grant.
- 4.) The budget that was submitted with your application is included. If the amount that is approved for your agency is different from the original budget, please revise the budget to match your approved agreement amount. Send that back in to us with your agreements. You can just write on the attached budget and initial or create a new one. (signed) PLEASE make yourself a copy of the revised budget!

If your agency has equipment from the Marine Patrol Equipment Loan Program, please provide us with proof of insurance for the 2017 boating season if you have not already done so.

Sincerely,

Mickey Nygaard
Mickey Nygaard, Grant Manager
Division of Parks and Watercraft
(614) 265-6416

Ohio Department of Natural Resources Division of Parks and Watercraft
2017 Marine Patrol Assistance Grant Program
Marine Patrol Assistance Agreement

Marine Patrol Assistance Agreement

This Agreement is made and entered into by and between the State of Ohio, acting by and through the Chief of the Division of Parks and Watercraft, with the consent and approval of the Director of the Department of Natural Resources, hereinafter referred to as the "STATE", pursuant to Section 1547.67 of the Ohio Revised Code, and acting by and through its duly authorized governmental officials Huron Police Department, hereinafter referred to as the POLITICAL SUBDIVISION", for the purpose of establishing and/or maintaining and operating a marine patrol program, hereinafter referred to as the "PROGRAM", to enforce the watercraft laws of Ohio as set forth in Chapters 1547 and 1548 of the Ohio Revised Code and to enforce those regulations, rules, and ordinances promulgated by state and local authorities that pertain to the operation of watercraft, and to provide emergency response to boating accidents on the water.

WITNESSETH THAT:

WHEREAS, the POLITICAL SUBDIVISION has established a calendar year budget for the PROGRAM, which estimated budget as adjusted and approved by the STATE is attached hereto as Exhibit A; and

WHEREAS, duly authorized governmental officials of the POLITICAL SUBDIVISION have approved participation in the PROGRAM by ordinance or resolution dated _____ which ordinance or resolution is attached hereto as Exhibit B; and

WHEREAS, the estimated cost of the PROGRAM is \$36,573.26 as outlined in Exhibit A. The STATE agrees to pay \$27,428.57 and the POLITICAL SUBDIVISION agrees to provide twenty-five percent of the total program cost. In no case shall the STATE'S share exceed \$27,428.57. No grant funds will be available from the STATE after June 30, 2017. It is expressly understood and agreed by the parties that none of the rights, duties and obligations described in this agreement shall be binding on either party until all relevant statutory provisions of the O.R.C., including, but not limited to O.R.C. 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the STATE gives POLITICAL SUBDIVISION written notice that such funds have been made available to the STATE by the STATE's funding source; and

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WHEREAS, funds for paying for the POLITICAL SUBDIVISION'S share of the PROGRAM cost have been established through duly authorized acts of governmental officials and the fiscal officer/budget authority of the POLITICAL SUBDIVISION certifies by signing this Agreement that \$9,144.69 is available from funds at its disposal and will be expended for the purposes of the Agreement; and

WHEREAS, it will be in the best interest of the public health, safety, and welfare for the PROGRAM to be undertaken jointly by the STATE and the POLITICAL SUBDIVISION;

NOW THEREFORE, it is mutually agreed by the STATE and the POLITICAL SUBDIVISION that the following are the provisions and stipulations, which constitute the Agreement concerning said PROGRAM:

1. The details specified in the estimated budget as adjusted and approved by the STATE, Exhibit A, shall be binding in regard to expenditures under this Agreement. Pursuant to the total dollar amount budgeted for the PROGRAM as reflected in the estimated budget as adjusted and approved by the STATE, Exhibit A, specific estimated category amounts shall be prorated and reduced accordingly. Any changes in expenditures exceeding fifteen percent (15%) of the resulting budget amount in any major category (Personnel, Uniforms, Equipment, or Miscellaneous Expenses); require the written approval of the Chief of the Division of Parks and Watercraft.
2. Pursuant to the provisions of Section 1547.67 of the Ohio Revised Code, the STATE's contribution shall not exceed twenty-seven thousand four hundred twenty-eight dollars and fifty-seven cents on a cost share basis in any calendar year. The STATE's share of the PROGRAM cost shall be used *exclusively* for items contained in the PROGRAM's estimated budget as adjusted and approved by the STATE.
3. The POLITICAL SUBDIVISION agrees to establish an account or grouping of accounts and/or coding system so that PROGRAM expenditures can be readily identified.
4. The POLITICAL SUBDIVISION agrees to submit a complete and accurate accounting of expenditures under this Agreement to the Division of Parks and Watercraft postmarked on or before December 31, 2017. If any portion of the total program cost, as above specified, remains unexpended as of December 31, 2017, the STATE's share of the unexpended funds based upon the program cost established by this Agreement, said STATE funds shall be returned immediately to the STATE for redeposit in the Waterways Safety Fund.
5. The STATE may audit all records relating to this Agreement. If an audit discloses an unauthorized expenditure of STATE funds, said STATE funds shall be returned immediately to the STATE for redeposit in the Waterways Safety Fund. In addition, if an audit discloses duplicate reporting of PROGRAM hours, expenditures, and/or statistics for the purpose of fulfilling the requirements of one or more additional grant agreement or financial supplement to the POLITICAL SUBDIVISION'S marine patrol, it shall be considered an unauthorized expenditure of the STATE funds requiring immediate repayment of related expenses to the STATE by the POLITICAL SUBDIVISION.

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2017 Marine Patrol Assistance Grant Program
Marine Patrol Assistance Agreement**

6. Termination of the PROGRAM or failure to renew the PROGRAM entitles the STATE to reimbursement equal to the percentage of the STATE's contribution at a depreciated value of the equipment and supplies purchased under this Agreement.
7. The POLITICAL SUBDIVISION agrees to maintain a marine patrol program in accordance with the minimum specifications listed in Exhibit C, which is attached hereto and made a part of this Agreement.
8. The law enforcement efforts of the PROGRAM shall be concerned with enforcement of the statutory provisions of Chapters 1547 of the Ohio Revised Code, together with any rules of any waters within the territorial limits of the POLITICAL SUBDIVISION established by the Chief of the Division of Parks and Watercraft in accordance with the Administrative Procedures Act and any rules, regulations, or ordinances promulgated by state or local authorities pertaining to the operation of watercraft. All local ordinances pertaining to the operation of watercraft must be expressly approved by the Chief of the Division of Parks and Watercraft in order for the POLITICAL SUBDIVISION to remain eligible for funding.
9. In the event that a special or unusual problem arises in the PROGRAM established by this Agreement, the POLITICAL SUBDIVISION agrees to consult with the STATE in order to resolve the problem.
10. Pursuant to O.R.C. 125.11 and the STATE policy, POLITICAL SUBDIVISION agrees that POLITICAL SUBDIVISION, any subcontractor, and any person acting on behalf of POLITICAL SUBDIVISION or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. POLITICAL SUBDIVISION further agrees that POLITICAL SUBDIVISION, any subcontractor, and any person acting on behalf of POLITICAL SUBDIVISION, or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin or ancestry.
11. POLITICAL SUBDIVISION represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to O.R.C. 125.11 (B) and has filed an Affirmative Action Program Verification form with a the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.
12. Pursuant to federal guidelines issued under the authority of Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, and Department of Interior Regulations as set out in 43 CFR 17, Subpart B, the POLITICAL SUBDIVISION agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded through this Agreement.
13. On or after the date this Agreement is executed, it is understood and agreed that neither party to this Agreement shall be liable for any negligence or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. Each party to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from the performance of this

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Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

14. The parties hereto agree that in the event the STATE, acting through the Chief of the Division of Parks and Watercraft, determines that the POLITICAL SUBDIVISION has substantially and materially failed to comply with any terms and conditions of this Agreement, the STATE may at such time terminate this Agreement by sending written notice of such termination and the reasons therefore to the governing body of the POLITICAL SUBDIVISION. Upon such termination, the POLITICAL SUBDIVISION shall immediately return to the STATE any and all moneys contributed by the STATE under the terms of this Agreement, which have not as of the date of termination been legitimately expended by the POLITICAL SUBDIVISION. If at any time, the STATE determines that the POLITICAL SUBDIVISION has made fraudulent expenditures with PROGRAM funds, the STATE reserves the right to demand and receive full repayment of the entire grant amount awarded to the POLITICAL SUBDIVISION.
15. The POLITICAL SUBDIVISION certifies that its employees are "public employees" under federal and state law for tax, retirement deduction, and Worker's Compensation purposes, and that the POLITICAL SUBDIVISION carries Worker's Compensation coverage. The POLITICAL SUBDIVISION shall be responsible for its employee's retirement benefits or for providing any notice under the O.R.C. 145.
16. The POLITICAL SUBDIVISION certifies that it will maintain a Drug-Free Workplace. The POLITICAL SUBDIVISION agrees to comply with all applicable state and federal laws regarding drug-free workplace. The POLITICAL SUBDIVISION shall make a good faith effort to ensure that no employee of the POLITICAL SUBDIVISION shall either purchase, transfer, manufacture, use, or possess illegal drugs or alcohol, or abuse prescription drugs, in any way while in the workplace.
17. The POLITICAL SUBDIVISION affirmatively represents and warrants to the STATE that it is not subject to a finding or recovery under Section 9.24 of the Ohio Revised Code, or that it has taken appropriate remedial steps required under Section 9.24 of the ORC, or otherwise qualifies under that Section. The POLITICAL SUBDIVISION agrees that if this representation and warranty is deemed to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the STATE hereunder shall be immediately repaid to the STATE, or an action for recovery may be immediately commenced by the STATE for recovery of said funds.
18. The POLITICAL SUBDIVISION, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The POLITICAL SUBDIVISION understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
19. POLITICAL SUBDIVISION hereby certifies that neither POLITICAL SUBDIVISION nor any of the POLITICAL SUBDIVISION's partners, officers, directors or shareholders, nor the spouse of any such person has made contributions to the STATE in excess of the limitations specified in O.R.C. 3517.13.

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20. Political Subdivision affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. Political Subdivision further affirms that if at any time during the term of this Agreement Political Subdivision is the subject of any reportable event as outlined in Section 872 of Public Law 110-417 (41 U.S.C. 2313) or, for any reason, becomes disqualified from conducting business in the State of Ohio, or becomes debarred from doing business with the State Political Subdivision will immediately notify the State in writing and will immediately cease performance of the Work. Failure to provide such notice in a timely fashion as required by the Federal funding authority shall void this agreement and may be sufficient cause for the State or the Federal funding agency to debar the Political Subdivision from future State contracting opportunities as may be permitted by state or federal law, guidance for which is provided at 2 CFR Sections 180 and 200.202. Political Subdivision represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C.153.02 or R.C 125.25.

IN WITNESS WHEREOF, the State of Ohio, Department of Natural Resources, and the Huron Police Department have caused this instrument to be duly executed as of the day and year it is signed by the Director of the Ohio Department of Natural Resources.

APPROVED BY THE POLITICAL SUBDIVISION: Huron Police Department

DATE: _____ NAME: _____
TITLE: _____
SIGNATURE: _____

APPROVED BY THE FISCAL OFFICER:

DATE: _____ NAME: _____
TITLE: _____
SIGNATURE: _____

APPROVED BY THE STATE:

DATE: _____
Michael D. Bailey, Chief
Division of Parks and Watercraft
AS DESIGNEE FOR:
James Zehringer, Director
Ohio Department of Natural Resources

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Minimum Requirements - Exhibit C

A. Agency Ability

The agency must have a comprehensive program to enable their marine patrol to:

1. respond to all search and rescue (SAR) and assistance calls.
 - a. The Division of Parks and Watercraft and the marine patrol should implement the Incident Command System (ICS), originally developed for response to wild fires but now adopted by the National Association for Search and Rescue (NASAR) to be utilized for all forms of emergency response.
 - b. All Division of Parks and Watercraft commissioned field staff and marine patrol staff should perform annual (or more frequent) joint training sessions on the Incident Command System, including actual practice search and rescue and/or boating accident response.
2. conduct boating accident investigations including proper filing of required boating accident reports.
 - a. For the purpose of this agreement a:
 - **boating casualty** is defined as an occurrence involving a vessel or its equipment that results in a fatality, a disappearance, or a personal injury that requires medical treatment beyond first aid.
 - **boating accident** is defined as an occurrence involving damage to a vessel and/or other property totaling more than \$500.00, or the total loss of a vessel.
 - b. Parks and Watercraft field offices and marine patrols shall immediately notify the other upon the initial awareness of any boating casualty or accident within the marine patrol's territorial jurisdiction in order to initiate a SAR response, begin an investigation, or both as appropriate.
 - c. The Division of Parks and Watercraft agrees to investigate all recreational boating casualties and will endeavor to investigate other recreational boating accidents.
 - d. The Division of Parks and Watercraft and marine patrols shall fully and expeditiously share all information relative to the investigation of a boating casualty or accident. The marine patrol or the Division, whichever is responsible, shall complete the investigation. In addition, the investigating agency shall complete and submit an Ohio Operator Boating Accident Report (BAR) to the Division of Parks and Watercraft's Law Enforcement/Search and Rescue Section. The information on the BAR will be included in the U.S. Coast Guard Boating Accidents Statistics Report.
3. conduct stolen boat and marine equipment theft investigations including proper filing of required forms.
4. maintain marine patrol services in the event of non-boating emergencies or assistance calls.

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B. Enforcement

1. The enforcement policy established by the agency's marine patrol program will coincide with the nationwide boating safety program.
2. Each marine patrol will maintain an operation and enforcement policy that is approved by the Division of Parks and Watercraft and practiced by each marine patrol officer.

C. Supervision

1. Each agency shall evaluate their marine patrol program annually with input from the Ohio Division of Parks and Watercraft and shall adjust the program's direction in response to the evaluation.
2. Each agency will provide a supervisor for their marine patrol officers. The supervisor shall be responsible for the officers' performance in meeting Sections B(2), D(1), D(2), D(3), F(4), G, H, and I.

D. Officer Training

1. Each marine patrol officer must be trained to meet the standards established by the agency for land patrol.
2. Each officer is required to successfully complete the:
 - a. Ohio Boating Education Course and
 - b. Ohio Basic Marine Patrol Training Course.
3. Each officer is required to be current in cardiopulmonary resuscitation (CPR) and basic first-aid training.
4. Representation and participation by the agency is mandatory at any refresher or specialized training pertaining to marine patrol and/or marine law enforcement.

E. Schedule

1. The marine patrol shall provide watercraft enforcement patrols on all three summer holiday weekends and the majority of the weekends between Memorial Day and Labor Day.
2. The marine patrol schedule shall be consistent with local boating traffic, with maximum patrol efforts corresponding to the heaviest boating traffic. Patrol schedules shall be coordinated with the local Parks and Watercraft field office. A copy of patrol schedules shall be provided to the local Parks and Watercraft field office one month prior to the start of the schedule. If a scheduled patrol is cancelled, the local Parks and Watercraft field office shall be notified of such cancellation at least 48 hours in advance.
3. Eighty percent (80%) of all marine patrol hours shall occur on boat patrol. The remainder of all marine patrol hours shall occur at the ramps, docks, or marinas conducting vessel safety inspections, or other marine patrol related duties and activities.
4. All marine patrol hours, expenses, and/or year-end statistics dedicated to the terms of this agreement may not also be reported or dedicated to any other agency or organization for the purpose of fulfilling the requirements one or more additional grant agreement or other financial supplement to the marine patrol (i.e., this grant program and a federal homeland security grant program simultaneously).

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F. Patrol Equipment

1. The marine patrol shall have a patrol boat that has the capability to efficiently handle all routine work including patrol, boardings, tows, entrance to harbors, and be able to function in storm conditions.
2. Each patrol vessel shall be equipped with the following equipment:
 - a. vessel equipment required by federal, state, or local laws
 - b. first-aid kit
 - c. PA system
 - d. blue flashing light and siren
 - e. radio communications
 - f. extra PFD's, fire extinguishers, and emergency navigation lights/chemical lights
 - g. tow equipment
3. All equipment shall be maintained at a level that eliminates shutdown or down time due to minor repairs.
4. The marine patrol shall require its officers and employees to wear a properly fitted USCG approved personal flotation device while on a vessel and conducting activities that are funded through the program. It will be the agency's discretion to determine the type of PFD to be worn. The PFD selected shall be used in accordance with the Ohio Revised Code. Additionally, the PFD must be worn in accordance to both the requirements listed on the approval label and the specifications listed in the owner's manual.

G. Records

1. The marine patrol shall maintain record of the following daily activities:
 - a. date and day marine patrol activities were conducted
 - b. officer name and shift worked
 - c. officer patrol hours dedicated strictly to boat patrol
 - d. boat log (or engine) hours – amount of time patrol boat was actually on water
 - e. ramp hours conducting vessel safety inspections
 - f. officer land patrol hours that are strictly associated with marine patrol
 - g. number of written vessel safety inspections (DNR 8271 or equivalent) completed
 - h. number of warnings issued
 - i. number of citations issued
 - j. number of assistance calls responded to
 - k. number of boating education courses taught

H. Inspection Program

Each marine patrol must develop a vessel safety inspection program. The inspection program shall meet the following criteria:

1. A vessel safety inspection shall be conducted:
 - a. upon boater request at a ramp or docking area
 - b. during the course of a watercraft enforcement contact

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2. Each vessel safety inspection shall include:
 - a. an examination of required legal documents
 - b. an examination of all required safety equipment
 - c. a written copy that is retained as record of each inspection
 - d. a written copy that is provided to the boat owner or operator
 - e. educating the boater regarding required safety equipment, operational laws, local boating information, etc.

I. Public Education

1. The marine patrol officer shall be able to provide local boating information to the boating public.
2. The marine patrol officer shall be able to provide an educational response to questions concerning boating laws, local boating problems, or hazards.



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2017-29
DATE: April 5, 2017

Subject Matter/Background

This resolution awards the bid and enters into an agreement with Republic Services for the provision of citywide refuse and recycling collection. In accordance with council direction, the City prepared and released specifications requesting pricing for a five year contract. The City additionally sought costs for five years' worth of renewals in twelve month increments. Citywide service would include all single and two family residential properties. Multi-family apartment complexes and commercial properties were bid separately as alternates. The current extension with Republic Services expires on June 30, 2017. During this period, administration would recommend a meeting with the Finance Committee to determine final costs for our customers, and prepare and publicize changes to service and costs to the public.

The individual elements of the residential service are detailed below.

Base Bid: Residential Collection – One and Two Family Residences

- Refuse collection will utilize a 95 gallon wheeled cart, or at the homeowner's request, a 65 gallon cart.
- Recyclable collection will utilize a 65 gallon wheeled cart.
- The introduction of the wheeled carts will facilitate a streamlined automated process of collection.
- Pickup will remain citywide on Mondays.
- The previously utilized tag system for bulky items will be replaced by an automatic pickup of bulky items one time per month.

Base Bid: Residential Collection – Yard Waste

- Twelve month collection of yard waste
- Christmas tree pickup will occur on the first collection day following January 1

Base Bid: Citywide Container Service

- All municipal containers were bid separately in an effort to identify city cost. The cost applied to the city is assigned as a monthly cost, despite the number of pulls.

Alternate Bid: Multi-Family Residential

- Various prices were secured for multiple sizes of containers
- Prices are based on cost per pull as opposed to per month

Alternate Bid: Commercial Opt In Container

- Monthly collection rate for commercial establishments desirous of a wheeled cart for refuse and recycling

This project was subject to public bid with the city receipting one (1) bid from Republic Services. The bid itself reflects an increase to the cost to the city for 2017 of 40%. In addition, an annual cost increases to the city of 1.5% will be realized for each subsequent year of the contract.

Financial Review

Revenue: The 2017 budget projected \$715,000 in revenues from collections of the refuse contract. This projection was reduced from the 2016 contract year (\$780,000) as staff anticipated a decrease due to the service reduction specific to commercial and cluster housing accounts. To ensure a smooth transition period, the City extended the 2016 contract 3 months to cover the first quarter of 2017. This resulted in a receipt of \$192,000 for the first quarter. This extension would result in a similar revenue collection for the 2nd quarter, totaling \$384,000 through the first half of the year. Total revenue collection for the year is dependent upon the final cost authorized by City Council in relation to storm water and administrative cost recovery.

Expense: The refuse program's cost had been relatively stable during its most recent history. Staff anticipated an increase for the 2017 budget, even with the proposed service level modification affecting commercial and cluster housing. The proposed 2017 budget forecasted \$650,000 in annual expenditures over 3,200 accounts, up from the \$630,000 over 3,900 accounts in 2016. The initial 90-day extension carried 2016's contract cost through the first quarter of 2017 totaling \$156,000. This extension would result in similar expenses for the 2nd quarter of 2017. Upon authorization of the new program, the anticipated quarterly cost will increase to \$175,000. This would equate to a total program cost for 2017 of \$655,000.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you. This Resolution specifically awards a five year contract accepting all of the bid amounts at a contract cost calculated at the cumulative residential amounts. Republic Services will bill commercial and multi-family establishment separately. However, by awarding the commercial and multi-family bid amounts, those establishments will receive the benefit of discounted pricing based on the overall services contract. Additional legislation will be necessary to address sections 931.02, 931.03 and 931.04 once final quarterly rates are established.

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2017-29 is in order.

RESOLUTION NO. 2017-29

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO A FIVE YEAR AGREEMENT WITH REPUBLIC SERVICES FOR THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, RECYCLING AND YARD WASTE SERVICE COMMENCING JULY 1, 2017.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City having advertised for bids in connection with the Residential Solid Waste Collection, Disposal, Recycling and Yard Waste Service, this Council finds Republic Services Inc., to be the lowest and best bidder for such work. Therefore, the City Manager shall be, and he hereby is, authorized and directed to award the following bids: Base Bid Form 3 – Automated Solid Waste and Recycling Collection Single Family Residential; Alternate Bid Form 2 – Automated Solid Waste and Recycling Collection Multi-Family Residential; Base Bid Form 4 – Yard Waste Collection; Base Bid Form 5 – Container Services at City Owned Locations; Alternate Bid Form 2 – Opt-in Container Services Commercially Owned Locations and enter into a five year agreement with the said Republic Services for the provision of these services which agreement shall be in substantially in the form of the Residential Solid Waste Collection, Disposal, and Recycling contract on file in the office of the Clerk of Council. The contract price shall be premised upon the residential rates proposed by Republic Services and premised upon the number of accounts enrolled within the program.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT (the “Agreement”) for Residential Waste Collection and Recycling Services is entered into by and between the City of Huron, a City in the County of Erie, State of Ohio (the “City”) with its offices located at 417 Main Street Huron Ohio 44839 and _____ (the “Contractor”).

W I T N E S E T H

WHEREAS, the City, pursuant to a Motion adopted on _____, 2017, which authorized the City to obtain bids for Residential Waste Collection and Recycling Services, Yard Waste Services; and,

WHEREAS, following publication of the Invitation to Bid in the Newspaper on, January _____, 2017 and the opening and consideration of the Bids received for the Residential Waste Collection and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to Resolution _____ which approved the Contract and authorized _____ to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I-- DEFINITIONS

The capitalized terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services Exhibit A: Definitions

ARTICLE II – TERM AND RENEWAL TERMS

1. Term

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is July 1, 2017 and will terminate on December 31, 2021, unless renewed as provided herein.

2. Renewal Terms

The City and Contractor will have the option to renew this Agreement for five additional one-year terms. The City and Contractor must mutually agree to renew. All renewals must be executed in writing and authorized by legislative concurrence by the Huron City Council.

ARTICLE III – STATEMENT OF WORK

1. During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

2. **Solid Waste and Recycling Collection**

The Contractor shall collect, on a weekly basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings which do not share a common entrance within the corporate limits of the City of Huron. The total estimated number of Residential Units to receive curbside collection is 3,500. All collection is to be made at the curb.

The Contractor shall provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor shall provide all labor, vehicles, and carts. The Contractor would provide each Residential Unit with either one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables, or one 64-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. In the 30 day period following award, the Contractor will provide informational materials to all Residential Units within the City explaining the service. Included in this notification shall be an explanation of the option to request the 64-Gallon Wheeled Cart to be used to collect Solid Waste prior to the commencement of services. All carts must be either new or in good repair and clean. The Contractor would be responsible to repair or replace any broken carts caused by the Contractor's negligence. The Contractor would be responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

The Contractor will supply an extra Solid Waste or Recycle cart to any resident that requests an additional cart. The cost for the cart will be paid for by the resident. Residents will be instructed to contact the City to request and pay for the additional cart. The City will then pay the Contractor and schedule the delivery of the additional cart.

The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets.

Solid Waste Collection will be provided on a weekly basis to each Residential Unit between the hours of 7:00 a.m. and 6:00 p.m. If for any reason the Contractor is not able to collect Solid Waste on the scheduled day, the Contractor will notify the Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City will, at its discretion, cause waste to be collected by any means that is available. Full cost of such collection will be paid by the Contractor.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Solid Waste, Recyclables, and Yard Waste must take place on the same day. The City prefers the collection days to remain one day per week on Mondays.

The following will be holidays for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

The Contractor is responsible for collecting all bulky wastes and excess bagged waste set out on the curb. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances. Bulky items will be collected by the Contractor on the first Monday of each month.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor is responsible to collect said materials on the regularly scheduled collection day the first Monday of each month

3. Solid Waste Transfer and Disposal Services:

The Contractor shall deliver all solid waste to the Erie County Sanitary Landfill.

4. Recycling Services

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: mixed paper; cardboard; aluminum, steel and bi-metal cans; glass bottles and jars; PET and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons. The Contractor may add additional materials to the recycling list or remove items from the list as may be necessary. City agrees that Contractor in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge City for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. City shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in a decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

5. Container Service

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables at the locations and frequency requested by the City.

6. Yard Waste Service

The Contractor would provide separate collection of source separated Yard Waste from each Residential Unit on a weekly basis on the same day that solid waste and recyclables are collected. This service would take place from January 1 to December 31. The Contractor would

be responsible for delivering the Yard Waste to a registered Composting Facility. This service will apply to all Yard Waste that is placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons nor exceed 35 lbs. in weight or bundles that are tied securely and do not exceed 3 foot in length nor exceed 35 lbs. in weight.

7. Customer Education:

The Contractor shall prepare and annually distribute a brochure to each Residential Unit, containing the City requirements for Residential Waste Collection and Recycling Services. The brochure shall include the Contractor's phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

8. Customer Service and Notification:

The Contractor shall maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within 24 hours after the complaint is received.

ARTICLE IV: PRICE, INVOICE AND PAYMENT

1. Price for Residential Waste Collection and Recycling Services.

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of December, 2016. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City.

Price to Provide Weekly Waste and Recycling Collection	
Year 1: 7/1/17 – 12/31/17	\$ _____ unit/month x 3,500 units = \$ _____ per month
Year 2: 1/1/18 – 12/31/18	\$ _____ unit/month x 3,500 units = \$ _____ per month
Year 3: 1/1/19 – 12/31/19	\$ _____ unit/month x 3,500 units = \$ _____ per month
Year 4: 1/1/20 – 12/31/20	\$ _____ unit/month x 3,500 units = \$ _____ per month
Year 5: 1/1/21 – 12/31/21	\$ _____ unit/month x 3,500 units = \$ _____ per month
<i>Option Year 1:</i> 1/1/22 – 12/31/22	\$ _____ unit/month x 3,500 units = \$ _____ per month

<i>Option Year 2: 1/1/23 – 12/31/23</i>	\$ _____ unit/month x 3,500 units = \$ _____per month
<i>Option Year 3: 1/1/24 – 12/31/24</i>	\$ _____ unit/month x 3,500 units = \$ _____per month
<i>Option Year 4: 1/1/25 – 12/31/25</i>	\$ _____ unit/month x 3,500 units = \$ _____per month
<i>Option Year 5: 1/1/26 – 12/31/26</i>	\$ _____ unit/month x 3,500 units = \$ _____per month

Container Services per Month	
Year 1: 7/1/17 – 12/31/17	\$. per month
Year 2: 1/1/18 – 12/31/18	\$. per month
Year 3: 1/1/19 – 12/31/19	\$. per month
Year 4: 1/1/20 – 12/31/20	\$. per month
Year 5: 1/1/21 – 12/31/21	\$. per month
<i>Option Year 1: 1/1/22 – 12/31/22</i>	\$. per month
<i>Option Year 2: 1/1/23 – 12/31/23</i>	\$. per month
<i>Option Year 3: 1/1/24 – 12/31/24</i>	\$. per month
<i>Option Year 4: 1/1/25 – 12/31/25</i>	\$. per month
<i>Option Year 5: 1/1/26 – 12/31/26</i>	\$. per month

Yard Waste Services per Month	
Year 1: 7/1/17 – 12/31/17	\$. per month
Year 2: 1/1/18 – 12/31/18	\$. per month
Year 3: 1/1/19 – 12/31/19	\$. per month
Year 4: 1/1/20 – 12/31/20	\$. per month
Year 5: 1/1/21 – 12/31/21	\$. per month
<i>Option Year 1: 1/1/22 – 12/31/22</i>	\$. per month
<i>Option Year 2: 1/1/23 – 12/31/23</i>	\$. per month
<i>Option Year 3: 1/1/24 – 12/31/24</i>	\$. per month

<i>Option Year 4: 1/1/25 – 12/31/25</i>	\$. per month
<i>Option Year 5: 1/1/26 – 12/31/26</i>	\$. per month

2. Record Keeping.

Monthly Reports and Annual Report

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The report will be due within 30-days of the end of the reporting year and include a month by month collection accounting of the tonnage of Solid Waste collected and disposed and a month by month accounting of all Recyclable Materials collected and recycled.

3. Billing Service and Payment.

The Contractor will invoice the City for services rendered at the close of each month and the City will pay the Contractor within thirty days of invoice. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full. Contractor shall have the ability to pass through new or increases to existing governmental disposal fees & taxes owing to change-in-law-costs

4. Fuel Adjustments

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over the established *base price* during the term of this contract. The established base price of diesel fuel is \$_____ per U.S. gallon. This was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) *Midwest On-Highway Retail Diesel Price*.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*.

The fuel adjustment may only be applied to the difference in the base price of \$_____ per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or decrease is within a range posted on the table, then a fuel adjustment may not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price. The Fuel adjustment formula will continue to be applied at the same incremental rate if the fuel price continues to rise above or below the prices indicated on the table

FUEL ADJUSTMENT TABLE	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.60 - \$2.69	- 2.00%
\$2.70 - \$2.79	- 1.50%
\$2.80 - \$2.89	- 1.00%
\$2.90 - \$2.99	- 0.50%
\$3.00 - \$3.09	Sample Base Price
\$3.10 - \$3.19	+ 0.50%
\$3.20 - \$3.29	+ 1.00%
\$3.30 - \$3.39	+ 1.50%
\$3.40 - \$3.49	+ 2.00%
\$3.50 - \$3.59	+ 2.50%

ARTICLE V: PERFORMANCE BOND AND INSURANCE

1. Performance Bond

The Contractor after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years, in the amount equal to the total annual cost of collection for Contract Year 1. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverage's listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits reasonably acceptable to the City, and Contractor will furnish certificates of insurance to the City evidencing the required insurance has been procured and is in force.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 2010 0704 for General Liability and Umbrella/Excess Liability, ISO Form DA 9U74b 0614 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To

the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract

ARTICLE VI: INDEMNIFICATION

1. General Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnity may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property to the extent caused by any negligent act or willful misconduct of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless the City, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the City, any third party or any other parties indemnified under this Agreement.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents.

2. Contractor Breach: Opportunity to Cure and Termination.

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement. This Agreement may be terminated by the Contractor if City breaches a material provision of this Agreement that is not remedied by City within ten (10) business days following delivery of a written notice of breach from the Contractor to City.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written

or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. **Notices**

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the City, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

3. **Waiver.**

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. **Applicable Law**

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. **Unenforceable Provision**

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. **Binding Effect**

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, consent to assign the contract should not be unreasonably withheld, delayed or conditioned by the City. No consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

7. **Rights or Benefits**

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

ARTICLE IX. ACCEPTABLE WASTE; UNACCEPTABLE WASTE; TITLE;

Waste Materials mean non-hazardous waste (including Recyclable Materials (as defined in the Contract), but does not include Unacceptable Waste (as defined below).

The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Unacceptable Waste"), each as defined by applicable

federal, state or local laws, regulations or permits (collectively, "Applicable Laws"). Contractor may, in its sole discretion, reject any Unacceptable Waste provided by City. City upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from Contractor's collection vehicle or premises.

Contractor shall acquire title to Waste Materials when they are loaded into Contractor's truck or, if Contractor is providing disposal services only and not collection services, when they are delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall remain with City and shall at no time pass to Contractor. City shall indemnify and hold harmless Contractor from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Unacceptable Waste in the Waste Materials.

ARTICLE X. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement. The collection or disposal of any increased volume of Waste Materials resulting from a natural disaster or terrorist act shall be included as part of Contractor's services under this Agreement. In the event of such a natural disaster or terrorist act, Contractor and City will negotiate the payment to be paid to Contractor. Further, when the parties reach such an agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor.

ARTICLE XI. EXCLUSIVITY

City grants Contractor the exclusive right to provide the services under this Agreement.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF Huron

Name

Date

CONTRACTOR NAME

Name, Title

Date

Contract Attachment A: Definitions

Definitions

“Bid” means a price submitted to the City in response to the Invitation to Bid for Solid Waste Collection and Disposal Services as described in the Bid Documents.

“Bid Bond” means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for Residential Waste Collection and Recycling Services will be entered into by the Bidder with the City.

“Bidder” means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide Solid Waste Collection and Disposal Services.

“Bid Documents” means the documents prepared and furnished by the City. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract and all attachments and Exhibits thereto.

“Bid Form(s)” means the forms provided by the City in the Bid Documents on which all Bids must be submitted.

“Bulky Waste” means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential waste container and includes white goods, furniture, mattresses and other household items and appliances.

“City”, “City Offices”, “City Hall” means the City of Huron 417 Main Street Huron Ohio 44839.

“Collection Vehicles” mean those vehicles used by the Contractor to collect Solid Waste and Recyclables at the Curb.

“Commencement Date” means the first day of the first week during which the Solid Waste Collection, Disposal Services will commence.

“Composting Facility” means an Ohio EPA registered facility or facilities identified by the Successful Bidder to be used for the composting of source separated Yard Waste.

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair or demolition and generated by a Residential Unit.

“Container Services” means the provision by the Contractor of rear or front load, roll-off containers and carts for the collection of solid waste at various municipal facilities and the regularly scheduled emptying of the containers as indicated in the Invitation to Bid.

“Contract or Form of Contract” means the agreement for Residential Waste Collection and Recycling Services entered into by and between the Successful Bidder and the City.

“Contractor” means the individual or entity selected as the Successful Bidder and executes the Contract to provide the Residential Waste Collection and Recycling Services.

“Curbside” means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. Containers will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Fuel Price Adjustment” means an increase or decrease, based on the procedure specified in the Contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide the lawful removal of all refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected.

“Governmental Fees” means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Invitation to Bid” means the request of the City for Solid Waste Collection and Disposal Services.

“Instructions to Bidders” means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

“Multi-Family Residential Unit” means all multi-family residential dwellings which share a common entrance, within the corporate limits of the City occupied by a family unit.

“Notice of Award” means written notification that a Bid has been accepted by the City.

“Notice to Proceed” means written notice from the City to commence the Solid Waste Collection and Disposal Services.

“Residential Unit” means all single-family residential dwellings, and multi-family dwellings which do not share a common entrance, within the corporate limits of the City occupied by a family unit.

Recyclables” or “Mixed Recyclables” or “Recyclable Materials” will include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars, PETE and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons, and corrugated cardboard.

“Recycling Services” or “Recycling Processing Services” means the collection of recyclables and recycling processing services provided by a Material Recovery Facility of Recycling Facility.

“Solid Waste” means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste.

“Solid Waste Landfill” means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the disposal of Solid Waste.

“Solid Waste Transfer Station” means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City for the subsequent transportation to a Solid Waste Landfill.

“Successful Bidder” means the Bidder selected by the City to be responsive and the lowest and best Bidder in response to the Invitation to Bid.

“Term” means the duration of the Contract.

“64-Gallon Wheeled Cart” means a wheeled, rollout cart of approximately 64 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Recyclable Material collection by the Contractor.

“96-Gallon Wheeled Cart” means a wheeled, rollout cart of approximately 96 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

“Yard Waste” means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.

Contract Attachment B: Performance Bond



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2017-30
DATE: April 3, 2017

Subject Matter/Background

This resolution authorizes the renewal of an agreement with CompManagement Inc., as the city's third party administrator and enrolls the city in the Group Rating Program for the 2018 Workers Compensation program. The cost for this service is \$4,150.00; an increase of \$200 over last year.

As you may recall over the past several years, due to the city's claim experience, the city had only been eligible to participate in a Group Retrospective Rating Program. Previous to the impacting claim, the city had been in the Group Rating Program for many years.

Administration met with CompManagement representatives in March to review the city policy, current ratings, and claims experience history. The city was notified at that point that we would most likely be offered enrollment back into the Group Rating program for 2018. In fact, upon review of the city's policy, the City qualified for both Group Rating and Group Retrospective Rating programs.

As explained by CompManagement, Group Rating is a bit more predictable as estimates are based on historical claim and payroll data. It offers an upfront discount and there is very little risk. The Group Retrospective Rating uses past information to predict future outcomes. Savings would depend on actual claim costs, so there is some risk involved.

Administration is recommending and has prepared the legislation to enroll in the Group Rating Program for 2018.

The city's estimated premium by participating in the Group Rating Plan:

Estimated Ind. Premium	\$66,189
Less Estimated Group Savings	\$22,437
Estimated Group Premium	\$43,752

Financial Review

Accommodation for the agreement with CompManagement and expense for the BWC premium has been included in the 2017 Municipal Budget.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2017-30 would be in order.

RESOLUTION NO. 2017-30

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RE-ENROLL AND EXECUTE PAYMENT TO COMPMANAGEMENT, INC., OF DUBLIN, OHIO, FOR THIRD PARTY ADMINISTRATION SERVICES RELATING TO THE 2018 WORKERS COMPENSATION GROUP RATING ENROLLMENT PROGRAM IN THE AMOUNT OF FOUR THOUSAND ONE HUNDRED FIFTY 00/100 DOLLARS (\$4,150.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to submit payment of the re-enrollment fee to CompManagement, Inc., of Dublin, Ohio, for third party administration services relating to the 2018 Workers' Compensation Group Rating Enrollment program in an amount not to exceed Four Thousand One Hundred Fifty 00/100 Dollars (\$4,150.00), which re-enrollment notification shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall go into effect, and be in full force and effect, immediately upon its passage.

Brad Hartung, Mayor

ATTESTED: _____
Clerk of Council

ADOPTED: _____

begin with compmanagement

March 28, 2017

ANDY WHITE
CITY OF HURON
417 MAIN ST
HURON, OH 44839

Re: 2018 Group Rating Enrollment for policy #: [REDACTED]

We are pleased to announce that your organization is invited to join the Ohio Rural Water Association 2018 Workers' Compensation Group Rating program.

2018 Projections:

Group Savings
\$22,437

Projected Individual Premium	\$66,189
Projected Group Premium	\$43,752
Group TM% / Effective Discount %	-59% / -53%

* BWC mandated break-even factor applied. Please be advised that premium may vary from estimates depending upon group rating program changes, group enrollment level, BWC rates, experience calculations, actual payroll and other relative information provided by BWC.

In addition to Group Rating savings, your organization can further reduce workers' compensation premiums by participating in the programs below:

Program	Discount	Estimated Annual Savings*
Drug Free Safety Program	Basic Program – 4%	\$ 1,580
	Advanced Program – 7%	\$ 2,765
Go Green	1%	\$ 438
Industry Specific Safety	3%	\$ 1,185
Lapse Free	1%	\$ 438
Safety Council	Performance Bonus – 2%	\$ 790
Transitional Work Bonus	Up to 10%	\$ 3,951

*Additional savings may not be applicable if premium is less than or equal to BWC minimum annual premium (\$120)

Your organization may also qualify for Group Retrospective Rating. To discuss your options or to learn more about the alternative rating programs shown above, please contact CompManagement's Customer Support Unit at (800) 825-6755, option 3.

Visit our website at www.compmgt.com or refer to the enclosed Fact Sheet to see all the reasons why you should choose CompManagement as your group rating administrator. Then simply sign and return the enclosed forms with payment.



compmanagement

2018 Group Savings Summary

Policy: **04620**
Employer: City Of Huron

Group ID: 04620
Association: Ohio Municipal League

Manual	Base Rate	Annual Payroll	Estimated Individual Rating = -29 %		Estimated Group Discount = -53 %	
			Indiv Rate**	Individual Premium	Group Rate**	Group Premium
9431	2.49	3,376,480	1.9603	66,189	1.2958	43,752
		3,376,480	Estimated Individual Premium*	66,189	Estimated Group Premium*	43,752

Estimated Group Savings	\$22,437
Annual Fee	\$4,150

*The 2018 premium amounts are for the payroll period from 1/01/2018 to 12/31/2018.

**Rates are based on \$100 of reportable payroll and include: BWC administrative costs of 10.7500% of premium, a DWRF rate of 0.00, a DWRF II rate of 0.000 of base rate.

Projections of individual and group rates are estimated using BWC loss information as of the last quarter and the most recent historical payroll information provided by the BWC. Estimates of premium must be projected in advance of the application deadline. Therefore the actual premium will vary from the estimates depending upon group enrollment level, BWC rates, experience calculations, and actual payroll.

ALL PREMIUMS ARE STILL PAYABLE TO THE BUREAU OF WORKERS' COMPENSATION.

March 24, 2017

Submitted By: Ohio Rural Water Association

compmanagement

P. O. BOX 89456, CLEVELAND OH 44101-6456

INVOICE

Bill To:

ANDY WHITE
CITY OF HURON
417 MAIN ST
HURON, OH 44839

Invoice Date: March 28, 2017**Invoice #:** 1131400**Policy #:** [REDACTED]**Group #:** 4620**Rating Year:** 2018**Due Date:** Upon Receipt**GROUP RATING****The enrollment fee covers:**

- ♦ Services for the annual contract period beginning September 1, 2017
- ♦ Policy Year: Group Rating enrollment for January 1, 2018 to December 31, 2018

Annual Fee:
\$ 4,150


2018 Projected Group TM% / Effective Discount: -59% / -53% 2018 Estimated Savings: \$22,437

Please sign and return all enclosed enrollment forms and invoice with remittance to:

Make Check Payable to:

CompManagement
PO Box 89456
Cleveland, OH 44101-6456

OR

	
Credit card account number:	
Amount to be charged: \$ 4,150	Expiration date:
Print name as it appears on card:	
Signature:	
By signing above you authorize CompManagement (a Sedgwick company) to charge your credit card in the amount as shown above, and agree to pay the amount shown above according to your credit card agreement.	

OR

Pay online at www.compmgt.com

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (see link above).

This invoice is for CompManagement's workers' compensation third party administration services pursuant to a service agreement between your company and CompManagement. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

Printed Name

Signature

Title

Date

andy.white@huronohio.us

419 433 5000

Email Address

Phone number

If your organization has merged with or acquired another company in the last year, or plans to up through the policy year noted above, initial here and contact our office immediately to review your options.

Questions? Call (800) 825-6755, option 3

Ohio Rural Water Association
Ohio Rural Water Association / 32205102



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2017-31
DATE: April 5, 2017

Subject Matter/Background

Resolution 2017-31 authorizes an agreement with OHM Advisors for the provision of Specialty Design Services including a topographic survey and design development for the Fabens Park- Adams Avenue Entrance Project at a cost not to exceed \$19,850. The estimated project cost is \$194,470.00.

As you will recall, ODOT required a modification to this entrance and culvert in conjunction with the Michigan Left Median Crossover Project. The city had applied for grant funding for this project; however, we were not successful in obtaining the grant award. City engineering then applied for a loan through the Ohio Public Works Commission and the city has been notified of approval of a loan in the amount of \$174,987.00.

Early on in the planning for this project, Council authorized a preliminary design award to KEE in an amount not to exceed \$10,000 (project estimate at that time was \$100,000) To date, KEE, now OHM, has invoiced the city \$6, 870 and is reflecting this previously performed service as a credit on the current proposal.

Financial Review

The proposed cost of \$19,850.00 for the provision of design and survey for the Fabens Park Adams Ave Entrance Improvement by OHM can be accommodated within the Capital Improvement Fund.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2017-31 would be in order.

RESOLUTION NO. 2017-31

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF SPECIALTY DESIGN SERVICES FOR THE ANDREW L. FABENS – ADAMS AVENUE ENTRANCE PROJECT, AT A COST NOT TO EXCEED NINETEEN THOUSAND EIGHT HUNDRED FIFTY 00/100 DOLLARS (\$19,850.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for the provision of Specialty Design Services for the Andrew L. Fabens- Adams Avenue Entrance Project at a cost not to exceed Nineteen Thousand Eight Hundred Fifty and 00/100 Dollars (\$19,850.00) which agreement shall be substantially in the form of Exhibit “A” attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



ARCHITECTS. ENGINEERS. PLANNERS.

March 23, 2017

City of Huron
 Mayor Brad Hartung
 417 Main Street
 Huron, OH 44839

RE: Adams Avenue Entrance
 Location: City of Huron
 Proposal # 14645H

Dear Mayor Hartung:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline.....	1
Scope of Services (Specialty Design Services Tasks).....	2
Scope of Services (Engineering Tasks).....	2
Price Proposal.....	5

Sincerely,
 OHM Advisors

Authorization to Proceed

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

Chad M. Lewis, PE, Project Manager
 Chad.lewis@ohm-advisors.com
 D: 330.913.1054

A handwritten signature in black ink, appearing to read "David G. Krock".

David G. Krock, PE, Director
 david.krock@ohm-advisors.com
 D: 330.913.1045 C: 330.350.0521

 Signature

 Date

 Printed Name

 Title



Scope of Services (Specialty Design Services Tasks)

Task #2 Topographic Survey

- The following services are included in the fee shown:
 - **Limits of Survey:**
 - Roadway, walks, utilities, channel limits, and other features within the project limits.
 - Adams Avenue Entrance and R/W (approximately 600' long)
 - Drainage channel sections, 50' either side of the existing culvert
 - **Data Collected:**
 - All existing utilities (overhead and underground), as marked by OUPS
 - All driveways, hard surfaces, etc.
 - All landscape areas, trees, bushes, etc.
 - Contour elevations for the area
 - All other important topographic features that might impact construction
 - This information will be collected and provided in an AutoCADD format for use in design

Scope of Services (Engineering Tasks)

Task #57 Preliminary Engineering (Previously Performed)

- The following services are included in the fee shown:
 - Preliminary Engineering of the conceptual improvements
 - Roadway Concept
 - Culvert Concept
 - Preparation of Conceptual Cost Estimate
 - Used for preparation and submittal of the funding application and supporting documents to the funding agency

Task #58 Design Development

- The following services are included in the fee shown:
 - Design Development of the proposed improvements
 - Roadway Design
 - Typical Section
 - Pavement Design
 - Pedestrian Facilities
 - Drainage Improvements
 - Culvert Design
 - Plan and Profile Design of Proposed Culvert
 - Maintenance of Traffic Design
 - Preparation of Plan Sheet showing MOT Plan
 - Preparation of Design Development level construction cost estimate
 - Coordination of DD level plans with public agencies, including:
 - Erie County DOES
 - Submittal of Design Development Plans to Private Utility Companies for further coordination of impacts / conflicts with their facilities for purposes of relocation



Task #59 Construction Documents

- The following services are included in the fee shown:
 - Preparation of Construction Documents shall be as follows:
 - Title Sheet
 - Typical Section
 - General Notes
 - Maintenance of Traffic Plan & Details
 - Estimated Project Quantities (General Summary)
 - Roadway Plan & Profile Sheet
 - Culvert Plan and Profile Sheet
 - Construction Details
 - Structure Details
 - Construction Details & Specifications
 - Site Restoration Details
 - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry and City standards
 - Coordination and approval of Final Construction plans with public agencies, including:
 - Erie County DOES
 - Submittal of Final Construction plans to Private Utility Companies for follow-up and final coordination of impacts / conflicts with their facilities for purposes of relocation.

Task #61 Internal QA/QC Reviews

- The following services are included in the fee shown:
 - Quality Control review by internal Professional Engineer
 - As part of our quality control and assurance to the owner that your facilities have been designed to meet your needs and have been designed such that there are limited opportunities for cost overruns and change orders during construction, we perform an internal QA/QC review on the design, a value engineering review on construction elements, and a detailed review of the bidding and contract documents.

Task #90 Official Engineer's Project Cost Estimate

- The following services are included in the fee shown:
 - Determination of Estimated Quantities for construction
 - Evaluation and Estimate of Construction Costs for use with Public Bidding Requirements



Scope of Services (Bidding Tasks)

Task #151 Bidding and Contract Documents

- The following services are included in the fee shown:
 - Preparation of bid documents including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage forms, EEO forms, terrorism forms, scope of work, schedule, and other Owner forms and requirements to be added to the public bidding process
 - These documents will be 100% complete, ready for bidding of the Public Project

Task #152 Bid Process, Review, & Award

- The following services are included in the fee shown:
 - Pre-Bid Meeting
 - This is an opportunity for the prospective bidders and Owner representatives to discuss any pre-bid questions/clarifications and to explain the contractual process and obligations of the contractor and the Owner
 - Addendums
 - This activity is necessary to provide written explanation to all bidder's for any questions regarding the bid documents and plans
 - Depending upon the size and complexity of the project, multiple addendums may be required for the project
 - Post-Bid Activities
 - Evaluation of bids and contractor qualifications
 - Pre-Award Meeting to review all bid items with apparent low bidder
 - Recommendation of Award to the Owner
 - Contract execution, bonding, insurance, etc.
 - Notice of commencement



Price Proposal

<i>#</i>	<i>Specialty Design Tasks</i>	<i>Fee</i>
<i>Task #2</i>	<i>Topographic Survey</i>	<i>\$ 4,150</i>
	<i>Subtotal =</i>	<i>\$ 4,150</i>
<i>#</i>	<i>Engineering Tasks</i>	<i>Fee</i>
<i>Task # 57</i>	<i>Preliminary Engineering (Previously Performed)</i>	<i>(\$ 6,870)</i>
<i>Task #58</i>	<i>Design Development</i>	<i>\$ 7,820</i>
<i>Task #59</i>	<i>Construction Documents</i>	<i>\$ 7,500</i>
<i>Task #61</i>	<i>Internal QA/QC Reviews</i>	<i>\$ 1,750</i>
<i>Task #90</i>	<i>Official Engineer's Project Cost Estimate</i>	<i>\$ 1,500</i>
	<i>Subtotal =</i>	<i>\$ 11,700</i>
<i>#</i>	<i>Bidding Tasks</i>	<i>Fee</i>
<i>Task #151</i>	<i>Bidding & Contract Documents</i>	<i>\$ 2,000</i>
<i>Task #152</i>	<i>Bid Process, Review, & Award</i>	<i>\$ 2,000</i>
	<i>Subtotal =</i>	<i>\$ 4,000</i>
	<i>Grand Total =</i>	<i>\$ 19,850</i>

Anticipated Project Schedule

Project Bidding Tasks: May 2017
 Construction Tasks: July 2017



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2017-32
DATE: April 5, 2017

Subject Matter/Background

Resolution 2017-32 authorizes an agreement with Vocon for the provision of a conceptual design package for a community market venue to be located on the former Showboat site. Approval of this resolution will allow Vocon to work with the city and Ms. Stephanie Sheldon, of the Cleveland Flea, to incorporate required elements into a variety of conceptual design options with estimated costs in order for City Council to review and select the desired design for the site. Please review the scope of services to be provided by Vocon (Exhibit A).

This proposed open-air market for the Showboat site was first mentioned in December 2016; and has continued to date relative to the promotion of economic development in accordance with the adopted Master Plan specific to the revitalization of the North Main Street area. In addition, Administration and Council members were invited to attend a tour coordinated by Ms. Sheldon to hear a presentation of the operation and meet with potential vendors; a secondary event coordinated by the Chamber of Commerce held at the Huron Harbor House invited chamber members to hear a presentation by Ms. Sheldon. The city has received positive feedback from local business to this proposed amenity. As mentioned previously, the market is anticipated to be operational by late summer 2017. In order to meet this timeline, acceptance of this proposal would be required at this time.

If Council is in support of this resolution, Vocon would then come back to Council to review the concepts, a directive as to the final design would be needed in order to proceed with the next steps in preparation for construction.

Financial Review

The proposed cost not to exceed \$22,500.00 for the provision to investigate detailed planning and concept design options for the Community Market by Vocon can be accommodated within the Economic Development Fund.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2017-32 would be in order.

RESOLUTION NO. 2017-32

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH VOCON PARTNERS, LLC FOR THE PROVISION OF A CONCEPTUAL DESIGN PACKAGE FOR A COMMUNITY MARKET TO BE LOCATED ON THE FORMER SHOWBOAT PROPERTY, AT A COST NOT TO EXCEED TWENTY TWO THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$22,500.00)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Vocon Partners, LLC for the provision of a conceptual design package of option for a community market to be located on the former Showboat property at a cost not to exceed Twenty Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

Brad Hartung, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Cleveland
3142 Prospect Ave E
Cleveland, OH 44115
216.588.0800

New York
Two Grand Central Tower
140 E 45th St, Suite 14A
New York, NY 10017
646.865.1200

vocon.com

September 26, 2016
Revised March 28, 2017
Revised April 11, 2017

Andrew White
City Manager
City of Huron
Municipal Building
417 Main Street
Huron, OH 44839

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF HURON COMMUNITY MARKET CONCEPT DESIGN
HURON, OH
VOCON PROJECT #160286.01**

Dear Andrew:

Pursuant to our recently completed Master Planning work for the Showboat site in the City of Huron, please find below our proposal for the next step of the project process to complete a conceptual design package in relation to the Community Market on the parcels of land south of the Showboat site on the City of Huron Waterfront.

Project Understanding:

The City of Huron is desiring to investigate detailed planning and concept design options for a Community Market on the ShowBoat waterfront site as indicated in Vocon's Conceptual Master Planning study dated August 12, 2016. It is assumed that site being considered are presently under the City of Huron control and/ or controlled by other community partners or stakeholders that are engaged in and supportive of this effort.

It is anticipated that this next design effort will further develop the proposed design strategies, opportunities and scenarios that the City of Huron can use to identify and market to suitable end users and operators of both seasonal market space as well as permanent retail or restaurant users.

SERVICES

REAL ESTATE ANALYSIS

Vocon will work with the City of Huron, the Economic Development and Real Estate Team and the Community Market Consultant to evaluate potential approaches to the Community Market such as vendors, frequency, seasonality, target market, amenity areas, and infrastructure and support spaces required to support the desired functions of the market. This information will affect the site organization, pedestrian connectivity and building alternatives for the Community Market. We will evaluate advantages and disadvantages of each individual alternative and determine up to three alternatives and scenarios that require specific site planning or architectural development.

DETAILED SITE PLAN DEVELOPMENT

After the Real-estate analysis and information related to market spaces, amenity spaces, utility requirements is summarized by the Market Consultant, Vocon will create detailed site planning options that illustrate the opportunities of the project.

Vocon will conduct a detailed review of the City of Huron zoning code, and develop up to (3) detailed site plan options that illustrate building (s) placement, pedestrian connectivity, boat access, parking, traffic circulation, and amenity spaces desired for the market. We will meet with the City of Huron and the identified community stakeholders to review the Site Plan options for review and comment and prepare up to (2) minor revisions to the package as necessary.



to obtain approval on a direction for the market plan. This package will become the basis of all future phases of the project development.

SCHEMATIC DESIGN PACKAGE

After a direction to the development of the site has been agreed upon, Vocon will create a Schematic Design Package including further detailed Site Plans, Floor Plans and Elevations of proposed structures for the market (pavilions, gazebos, amenity buildings, etc) In addition we will create up to (4) Renderings and assemble Material Boards and representative imagery to convey the City of Huron's desired elements for the project.

After the completion of the Schematic Design Package, Vocon will work with a local contractor or construction manager to assemble an "Opinion of Probable Cost" as well as a detailed schedule to implement the project. The "Opinion of Probable Cost" will identify all hard and soft costs associated with the implementation of the project.

We will assemble all materials generated in all of the processes above into one comprehensive "Design and Vision" package for the City of Huron to use to publicly promote the project to city residents, potential end users, operators and approving boards and commissions.

DELIVERABLES

Through the process outlined above Vocon will provide the following services and deliverables:

- Participate in a Visioning workshop with City of Huron, key stakeholders and other entities as identified by the City of Huron. Key visioning workshop objectives would include:
 1. Identify options related for implementing a Community Market
 2. Identify potential development scenarios for the Market (i.e. Permanent vs. Temporary)
 3. Identify potential vendors and operators for the Market and/ or Permanent Retail space
 4. Discuss requirements of merchants and market goers
 5. Discuss options to satisfy the vehicular requirements for both merchants and market goers
 6. Decide upon a planning direction and uses for the site that will be reflected in the planning studies
 7. Develop conceptual planning goals and objectives
- Develop Detailed Site Planning studies (up to (3) options)
- Review the Detailed Planning Study with the City of Huron to confirm direction discussed in the Real-Estate Analysis Workshop
- Create a detailed Schematic Design Package to include:
 1. Final Detailed site plan (with Options) indicating existing and new land uses, new construction, parking, public amenities
 2. Architectural Development of all buildings, structures and amenity areas
 3. Narrative of project including proposed building area, (if applicable) and details of construction for all permanent structures
 4. Coordinate the development of an "Opinion of Probable" cost for the construction and implementation of the project.
- Create a final "Marketing" Package for the City of Huron to use in communicating the project to potential developers, end users and constituents.



COMPENSATION

Compensation for these services will be billed hourly, not-to-exceed (180-220) total hours at a blended rate of \$105.00, **\$18,000.00- \$22,500.00** plus reimbursable expenses. Should additional time or services be required, Vocon will provide these based upon the below hourly rate schedule.

Principal	\$225.00
Director	\$175.00
Project Director/Manager	\$150.00
Workplace Strategist	\$150.00
Sr. Project Architect/Designer/Tech. Coord.	\$140.00
Project Architect	\$120.00
Project Designer/Tech. Coord.	\$105.00
Designer	\$ 85.00
Admin Support	\$ 75.00

REIMBURSABLE EXPENSES

Reimbursable Expenses will be invoiced based on actual cost multiplied by 1.10. These expenses typically include mileage, printing, reproduction, delivery service, plotting and photographic reproduction.

We appreciate the opportunity to work with you and look forward to your review of our Proposal. If this Proposal meets your expectations, please sign below where indicated and return (01) copy for our records. Should you have questions or need anything further, please do not hesitate to contact me directly and thank you for your continued confidence in Vocon!

VOCON PARTNERS, LLC:

April 11, 2017

Signature

Date

Matthew Heisey, Principal

Printed Name and Title

AUTHORIZED SIGNATURE:

Signature

Date

Printed Name and Title



PART III - TERMS AND CONDITIONS (The following Terms and Conditions apply to this contract)

BILLING/PAYMENT

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable upon receipt of the invoice. Design Professional shall have the right to suspend/terminate services if payment is not received within sixty (60) days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

STANDARD OF CARE

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's services for the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

HIDDEN CONDITIONS

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

HAZARDOUS MATERIALS/MOLD

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

INDEMNIFICATIONS

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its Sub-Consultants harmless from and against any and all alleged or actual damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages arising from its own negligent errors, acts or omissions.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and Design Professional's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs so that the total aggregate liability of the Design Professional and Design Professional's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00 or the Design Professional's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising against the Design Professional and Design Professional's officers, directors, partners, employees, shareholders, owners and subconsultants, unless otherwise prohibited by law.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform their obligations hereunder and fails to commence performance of appropriate corrective action and continues such performance during the ten (10) day cure period. In the event of termination after notice and opportunity to cure, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

APPLICABLE LAW

The law applicable to this Agreement is the state of the Project location, without resort to that State's conflict of interest principles.

DISPUTE RESOLUTION

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, any and all claims or disputes related to or arising from this Agreement shall be submitted to the American Arbitration Association (AAA) for binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect.

PART III - TERMS AND CONDITIONS (CONTINUED)

BETTERMENT

If a required item or component of the Project is omitted from the Design Professional's Construction Documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original Construction Documents. Design Professional's responsibility will be limited to revising the Construction Documents to include the omitted item or component at no additional cost to Client. In no event will the Design Professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

OWNERSHIP OF DOCUMENTS

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional, including ownership of all copyright interests. Following completion of the Project and after Client pays Design Professional in full for all Basic Services and Additional Services performed, Client shall be granted an irrevocable, non-exclusive license to use, copy, modify and/or disseminate the Construction Documents prepared by Design Professional in the event Client expands the Project, corrects any deficiencies, makes any renovations or repairs to the Project or for any other future design use. Client agrees payment in full for Design Professional's Basic Services and Additional Services for the Project is an express condition precedent to Design Professional granting Client the foregoing license. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its sub-consultants harmless from any and all claims and/or damages arising there from. Electronic files are not Construction Documents and cannot be relied upon as identical to the Construction Documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

DEFECTS IN SERVICE

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSTRUCTION ACTIVITIES

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

CONSTRUCTION ADMINISTRATION INDEMNIFICATION

If the Client does not accept Construction Phase Observation under this agreement or if the Basic Services under this Agreement do not include project observation, review of the contractor's performance and/or any other Construction Phase services, then such services will be provided by the Client. The Client shall assume all responsibility for interpretation of the Construction Documents and for construction observation, and the Client shall waive any claims against Design Professional and/or its consultants that may be in any way connected thereto. In addition, the Client agrees, to its fullest extent permitted by law, to indemnify and hold harmless Design Professional and/or its consultants, its officers, directors, employees and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance of all interpretations of the Construction Documents, construction observation and/or any other Construction Phase services performed by any persons or entities other than Design Professional and/or its consultants and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Construction Documents to reflect changed field or other conditions, except from claims arising from the sole negligence or willful misconduct of Design Professional and/or its consultants.

RELATIONSHIP OF THE PARTIES

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional. The parties agree there are no intended third party beneficiaries to this Agreement.

PROFESSIONAL AND PROMOTIONAL MATERIALS

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. If any portion of this Agreement is found to be illegal or enforceable, such portion shall be severable and the balance shall remain in full force and effect.