

**RESOLUTION NO. 43-2025**

Introduced by Matt Grieves

**A RESOLUTION RATIFYING THE CITY MANAGER'S APPLICATION FOR, AND AUTHORIZING THE CITY MANAGERS ACCEPTANCE AND ENTERING INTO, A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE CITY OF HURON FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WATER FACILITIES RELATED TO THE 2.0 MG ELEVATED WATER TANK PROJECT; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.**

**WHEREAS**, the City of Huron seeks to upgrade its existing water facilities; and

**WHEREAS**, the City of Huron intends to apply for Water Supply Revolving Loan Account (WSRLA) for the planning, design and/or construction of the water facilities related to the 2.0 MG Elevated Water Tank Project; and

**WHEREAS**, the Ohio Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for application for a loan and the execution of an agreement, as well as designating a dedicated repayment source.

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

**SECTION 1:** That the City Manager's application for a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Development Authority for planning, design and/or construction of water facilities related to the 2.0 MG Elevated Water Tank Project on behalf of the City of Huron, Ohio, is hereby ratified.

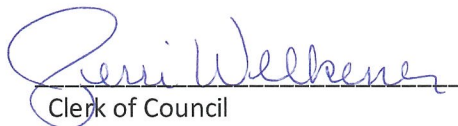
**SECTION 2:** That the City Manager is hereby authorized to sign all documents for and enter into a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Development Authority for planning, design and/or construction of water facilities related to the 2.0 MG Elevated Water Tank Project on behalf of the City of Huron, Ohio.

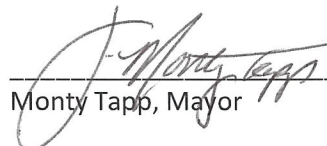
**SECTION 3:** That the dedicated source of repayment will be the Water Debt (602) Fund.

**SECTION 4:** 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 the 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 of the Revised Code.

**SECTION 5:** This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:

  
Clerk of Council

  
Monty Tapp, Mayor

ADOPTED:

10 JUN 2025





**Division of Environmental & Financial Assistance (DEFA)  
Office of Financial Assistance (OFA)**

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

E-mail: [defamail@epa.ohio.gov](mailto:defamail@epa.ohio.gov)

[Ohio EPA - Div. of Environmental & Financial Assistance](#)

***This nomination form must be completed in its entirety and signed by the authorized representative, or designee, identified on TAB 1***

Please review and follow the nomination form and submission instructions:

**IMPORTANT INFORMATION**

All documents must be signed and dated. Please submit fully completed nomination packages to:

**[defamail@epa.ohio.gov](mailto:defamail@epa.ohio.gov)**

Nominations with attachments more than 10 MB must be submitted via Ohio EPA's File Share system. The instructions and file share links are listed below.

[Ohio EPA's File Share System Instructions](#)

**\* Please include the loan applicant's name and project name with the email subject line.**

**\*\* ONLY electronic submittals will be accepted.**

**\*\*\* PLEASE NOTE: Regardless of the number of nominations/re-nominations an entity submits, there will only be ONE auto-response from the DEFAMail submission box.**



**Division of Environmental and Financial Assistance (DEFA)  
Office of Financial Assistance (OFA)**

***Project Nomination General Instructions***

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**Ohio EPA Wastewater and Drinking Water Loan Programs Overview**

**Water Pollution Control Loan Fund (WPCLF)**

The WPCLF program offers planning, design, and construction loans for wastewater and storm water improvement projects that protect or improve water quality. Infrastructure improvements must be owned and operated by public entities.

Types of projects typically funded through the WPCLF program include, but are not limited to:

- Regionalization projects for consolidation of systems or extension into unsewered areas
- Wastewater treatment plant (WWTP) and collection system improvements
- Construction of new WWTP and sanitary sewers
- Excess sanitary sewer infiltration/inflow correction
- Combined sewer overflow correction
- Storm water projects

Where feasible, regionalization is the Agency preferred alternative for a new WWTP, plant expansion, major WWTP improvements or extensions to unsewered areas. Regionalization supports watershed planning and management, solves local challenges, cultivates collaboration, builds resiliency and eliminates duplicative services.

Regionalization can also enhance capacity to manage grants and loans as well as increase capability to afford and attract highly specialized employees. **A regionalization evaluation is required for design or construction nominations for the project types listed above.**

Project planning is required for all WPCLF design and construction projects. Planning funds can be used for the following plan development:

- [WPCLF Project Planning Guidance - includes Regionalization Evaluation criteria](#)

WPCLF assistance may also be available for activities that reduce nonpoint source water pollution:

- Home Sewage Treatment Systems (HSTS)
- Urban storm water runoff
- Source water/wellhead protection
- Surface water resource (streams, ponds, lakes, and wetlands) habitat protection and restoration



## **Water Supply Revolving Loan Account (WSRLA)**

The WSRLA also offers planning, design, and construction loans for compliance-related and human health-related improvements to all community water systems (for-profit and non-profit) and non-profit, non-community water systems. Infrastructure improvements must be owned and operated by public water system.

Types of projects typically funded through the WSRLA program include, but are not limited to:

- Regionalization projects for consolidation of systems or connection of underserved areas
- Improvements to water treatment facilities
- Waterline improvements or extensions
- New water towers

Project planning is required for all WSRLA design and construction projects. An Ohio EPA Division of Drinking and Groundwaters (DDAGW) approved General Plan is required with the nomination of design and/or construction loans for new, replaced, rehabilitated, upgraded, or expanded water treatment plants and their components. [Visit DDAGW's](#) website for more information on General Plan review and submission process.

- [WSRLA Project Planning Guidance](#)

## **Financing**

The WPCLF and WSRLA offer below-market interest rate loans. Direct loans are available to most public entities such as cities, villages, water and sewer districts, and some private borrowers. Special discounted interest rates are available for qualifying projects.

WPCLF and WSRLA may finance all eligible project costs, or in combination with other funding sources such as the Ohio Water Development Authority, the Ohio Public Works Commission, the Community Development Block Grant program, the Appalachian Regional Commission, or other funding agencies.

For more information on either program, visit the [DEFA Financial Assistance webpage](#).

## **General Instructions**

Please read the instructions carefully and fill out the form in its entirety. Incomplete nominations may delay project review.

Information included in the nomination should be specific to the system related to the project. For example, if the borrower is applying for a water project, the nomination should only contain information on the water system.

Do not alter the nomination form. If additional space is required, please include additional documentation.

Please include with your nomination all the required documents pertaining to the type of loan being requested (planning, design, or construction).

**Submit the signed nomination form without nomination instructions (Tabs 1-5) to [defamail@epa.ohio.gov](mailto:defamail@epa.ohio.gov)**

Submit nominations with attachments 10 MB or smaller to [defamail@epa.ohio.gov](mailto:defamail@epa.ohio.gov). Email subject line should include the community and project name.

Nominations with attachments larger than 10 MB must be submitted via [Ohio EPA's File Share system](#).

## Nomination Checklist - Required Documents

The following checklist indicates the information necessary for Ohio EPA DEFA to review and prioritize projects. Ohio EPA may review all readily available project information in addition to the nomination submittal.

- ☒ A copy of legislation authorizing current water and sewer rates/tap-in fees. Please include both water and wastewater information. ***Note: To obtain a loan from Ohio EPA, the Borrower is required to pledge user revenues derived from the ownership and operation of their system sufficient for repayment of the loan.***
- ☒ Documentation supporting creation of water or sewer utility (for new systems) including proposed rate structure and schedule for collection of fees.
- ☒ A map showing the project(s) location. The map should be either a 7.5 minute USGS topographic map, or a property map, that shows the project details.
- ☐ Project planning information  
[WPCLF Project Planning Guidance](#)  
**A Regionalization Evaluation is required for design or construction of a new WWTP, plant expansion, major WWTP improvements or extensions to unsewered area project**  
[WSRLA Project Planning Guidance](#)
- ☐ A scope of services and/or an agreement for planning, design or construction engineering services.
- ☒ For **Construction loans**, along with project planning information, submit any Basis of Design documents and/or Preliminary Engineering Reports.
- ☐ Additional documentation requested or required on specific tabs (e.g., WSRLA, WPCLF). Failure to do so may impact your project's ranking.
- ☐ Estimated construction cost for Emerging Contaminant or Lead Service Line work.
- ☐ Readiness-to-Proceed documentation

★ ★ Once all nominations forms are **signed** and **dated**, please submit the completed package along with the abovementioned documents to:

[defamail@epa.ohio.gov](mailto:defamail@epa.ohio.gov)



## 1.0 Program Funding Selection

Please indicate what type of project funding is needed. *A selection must be made for the nomination form to be reviewed.*

- |                                                           |                                                    |                                                            |
|-----------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> <b>Wastewater</b>                | <b>Water Pollution Control Loan Fund (WPCLF)</b>   | <input type="checkbox"/> <b>WPCLF <i>Re-Nomination</i></b> |
| <input checked="" type="checkbox"/> <b>Drinking Water</b> | <b>Water Supply Revolving Loan Account (WSRLA)</b> | <input type="checkbox"/> <b>WSRLA <i>Re-Nomination</i></b> |
| <input type="checkbox"/> <b>HSTS</b>                      | <b>Household Sewage Treatment System (HSTS)</b>    |                                                            |

## 2.0 Borrower's Information

Entity (County, City, Village, or District):

**City of Huron**

County:

Erie

PWS ID: OH

2201011

Population served

by the Project:

6,922

System

Population: 6,922

## 3.0 Project Name and Description

Project Name:

**2 MG Elevated Water Storage Tank**

*In the box below, please provide a brief description of the project for which you are requesting funding. NOTE: 400 character limit*

The new 2.0 MG elevated tank is to provide additional storage for the city as their water use has continued to increase and increased storage will also provide additional finished water storage to help reduce the risk of impacts due to HAB contamination allowing the city to slow treatment production in the event of an outbreak. This increased storage will allow the city operational flexibility to meet fluctuations in demand during the day and to adjust the plant treatment flow rate throughout the day depending on raw water quality. This tank will replace an existing 500,000 gallon tank in the same vicinity as the new tank.

## 4.0 Funding Type, Estimated Project Amounts, and Proposed Loan Award Date

Enter an estimated loan award date and amount. Enter the date as the 1<sup>st</sup> of the month in which the loan will be awarded. The estimated loan date will autofill the Project Schedule on TAB 5. ***No loans are awarded in November.*** For HSTS projects, the schedule is predefined; enter May for the Loan Award month along with the upcoming calendar year (i.e., May/2025). Enter the amount of HSTS principal forgiveness requested in the estimated loan amount column.

	Estimated Loan Award Date (month/year)	Estimated Loan Amount
<input type="checkbox"/> Planning Loan		
<input checked="" type="checkbox"/> Design Loan		
<input checked="" type="checkbox"/> Construction Loan	Jul-25	\$5,157,800.00
<input type="checkbox"/> Household Sewage Treatment Systems		

## 5.0 Contact Information

**Using the check boxes below, indicate the best project contact for addressing project related questions.**

### ☒ Borrower's Authorized Representative

Name	Matt Lasko	Title	City Manager
Telephone	419-433-5000	Mobile	
Email	matt.lasko@huronohio.us		

### ☒ Authorized Representative's Designee and Additional Contact

Name	Tapp Monty	Title	Mayor
Telephone	419-433-5000	Mobile	
Email	monty.tapp@huronohio.us		

### ☒ System Operator

Name	Jack Evans	Title	Water Superintendent
Telephone	419-433-9502	Mobile	
Email	jack.evans@huronohio.us		

### ☐ Consulting Engineer

Name	Tom Borck, P.E./Michelle Hister	Title	Proj. Engr./Sr. Proj. Admin.
Firm	Kleinfelder		
Telephone	419-352-7537/567-331-2691	Mobile	
Email	tborck@kleinfelder.com/mhister@kleinfelder.com		

### ☐ WRRSP Program Outreach

If your organization is interested in learning more about the WRRSP discount or sponsoring a project, please provide a contact name and e-mail below. Program staff will reach out to coordinate a meeting.

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

## 6.0 Available Programmatic Discounts

Check all that may be applicable to this project: If you wish to apply for a discount not listed below, please describe the proposed discount in the cover letter for the nomination. Principal Forgiveness eligibility is determined separately from discounts.

### Wastewater Discounts:

- |                                                             |                                                                                                                                                                                                   |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Regionalization Discount           | 0% interest rate funding for regionalization projects                                                                                                                                             |
| <input type="checkbox"/> Household Sewage Treatment Systems | Local Health Districts may be eligible for up to \$150,000 in principal forgiveness for HSTS repair and replacement                                                                               |
| <input type="checkbox"/> Back-up Power                      | Up to \$50,000 in principal forgiveness for back-up power equipment purchase                                                                                                                      |
| <input type="checkbox"/> WRRSP                              | Water Resource Restoration Sponsor Program (WRRSP) sponsorship discount up to 0.1%                                                                                                                |
| <input type="checkbox"/> Water Reuse Discount               | Water Reuse Discount - 0% interest rate                                                                                                                                                           |
| <input type="checkbox"/> Green Project Reserve Discount     | 0.25% interest rate discount; A minimum 25% of total costs in one or more GPR category 1) Green Infrastructure; 2) Water Efficiency/Reuse; 3) Energy Efficiency; or 4) Environmentally Innovative |

### Wastewater Emerging Contaminant Funding:

- |                                                     |                                                                                                                                  |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Emerging Contaminants (EC) | For projects that address emerging contaminants, please provide estimated EC costs.<br>Est EC Cost \$ _____<br>Est EC Cost _____ |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

### Drinking Water Discounts:

- |                                                                        |                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Regionalization Discount                      | 0% interest rate funding for regionalization projects                                                                                                                                                                                                |
| <input type="checkbox"/> Emerging Contaminants                         | 0% interest rate funding for projects that address (EC) Emerging Contaminants with a priority for PFAS (Per- and Polyfluoroalkyl Substances) projects. Nominations may be submitted throughout the program year for 0% funding.<br>Est EC Cost _____ |
| <input checked="" type="checkbox"/> Harmful Algal Bloom (HAB) Discount | 0% interest rate funding for HAB projects. Nominations may be submitted throughout the program year                                                                                                                                                  |
| <input type="checkbox"/> LSL Replacement Discount                      | 0% interest rate funding for LSL (Lead Service Line) replacement projects. Nominations may be submitted throughout the program year.<br>Est LSL Cost: _____                                                                                          |

**Please note: Estimated costs are required for Emerging Contaminant and Lead Service Line projects!**

## 7.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system (i.e. user charge system) as security for the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining as the security.

**Please indicate the intended source of loan repayment below. (More than one source can be used.)**

- |                                                                        |       |
|------------------------------------------------------------------------|-------|
| <input checked="" type="checkbox"/> User Charges                       |       |
| <input type="checkbox"/> General Taxes                                 |       |
| <input type="checkbox"/> Assessments - Provide authorizing legislation |       |
| <input type="checkbox"/> Other: Indicate source                        | _____ |
| <input type="checkbox"/> Other: Indicate source                        | _____ |

## 8.0 Other Funding Sources

Indicate any other loans and/or grants the entity may be securing for this project. Please include the estimated award date and amount.

	Est. Award Date	Est. Amount
Army Corp of Engineers (ACOE)	_____	_____
Appalachian Regional Commission (ARC)	_____	_____
Community Development Block Grant (CDBG)	_____	_____
Community Directed Spending (Federal)	_____	_____
ODOD Water & Wastewater Infrastructure Grant	_____	_____
Ohio Public Works Commission	_____	_____
Revenue Bonds	_____	_____
USDA-Rural Development Loans	_____	_____
Other (Specify Other Funding Source below)	_____	_____
ODOD Water & Wastewater Infrastructure Grant		\$5,000,000.00



## 9.0 WSRLA Project Information

What does the project entail? (Check the applicable boxes)

### Type of Work:

- ☐ New      ☐ Repair      ☐ Rehabilitation      ☒ Replacement      ☐ Upgrade  
☐ Other (specify): \_\_\_\_\_

### Component Type:

**Source:** ☐ Well(s)      ☐ Intake Structure      **Treatment:** ☐ Water Plant      ☐ Structure / Building

Treatment Process(es) (specify): \_\_\_\_\_

**Distribution:** ☐ Waterline      ☐ Metering      ☒ Water Storage      ☐ Pump station  
☐ Other (specify): \_\_\_\_\_

### Project Description:

Briefly describe the work planned for component type checked. **NOTE: 500 character limit**

The new 2.0 MG elevated tank is to provide additional storage for the city as their water use has continued to increase and increased storage will also provide additional finished water storage to help reduce the risk of impacts due to HAB contamination allowing the city to slow treatment production in the event of an outbreak. This increased storage will allow the city operational flexibility to meet fluctuations in demand during the day and to adjust the plant treatment flow rate throughout the day depending on raw water quality. This tank will replace an existing 500,000 gallon tank in the same vicinity as the new tank.

What problem(s) does the project address? (Check the applicable boxes, if any)

- |                                                            |                                                                  |                                                        |
|------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Public health issue(s)            | <input type="checkbox"/> Waterline breakage                      | <input checked="" type="checkbox"/> Inadequate storage |
| <input type="checkbox"/> MCL violation(s)                  | <input type="checkbox"/> Waterline undersized                    | <input type="checkbox"/> Tie-in of other PWS(s)        |
| <input type="checkbox"/> Bacterial contamination           | <input type="checkbox"/> Regionalization                         | <input type="checkbox"/> No Meters                     |
| <input type="checkbox"/> Chemical contamination            | <input type="checkbox"/> Deteriorated intake                     | <input type="checkbox"/> Deteriorated meters           |
| <input type="checkbox"/> Well contamination                | <input type="checkbox"/> Insufficient plant capacity             | <input type="checkbox"/> Unaccounted for water loss    |
| <input type="checkbox"/> Insufficient source quantity      | <input type="checkbox"/> Plant deterioration                     | <input type="checkbox"/> Distribution deterioration    |
| <input type="checkbox"/> Insufficient pressure             | <input type="checkbox"/> Disinfection residual violations        |                                                        |
| <input checked="" type="checkbox"/> Other (specify): _____ | Will provide system storage to assist in the event of HAB blooms |                                                        |

Attach project planning information that describes in detail all of the checked boxes for all design and/or construction projects.

## 10.0 Water Rate Information

Is public drinking water currently provided to residents in the proposed project's service area? \_\_\_\_\_ Yes

If Yes, attach a copy of the Water and Wastewater Rate Ordinances or Resolutions and current rate structure (e.g., flat rate, base rate or step rate) as well as the billing period (i.e., monthly or quarterly).

If No, explain how residents will be charged or provide documentation:

## 11.0 General Plan / Detailed Plan Submittal Information

Has the general plan been submitted to DDAGW?	_____ No
Has DDAGW approved the general plan?	_____ No
Have detailed plans been submitted to DDAGW?	_____ No
Has DDAGW approved detailed plans?	_____ No

If Yes, Date:	_____
If Yes, Date:	_____
If Yes, Date:	_____
If Yes, Date:	_____

## 12.0 Project Schedules for Planning, Design, Construction, and HSTS

### PLANNING SCHEDULE

1. Submit a complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan (no later than 60 days prior to #3) \_\_\_\_\_
2. Sign loan documents and return to DEFA (no later than 15 days prior to #3) \_\_\_\_\_
3. We request a Planning Loan by (indicate the 1<sup>st</sup> of the Month in which Loan is requested) \_\_\_\_\_
4. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) \_\_\_\_\_

### DESIGN SCHEDULE

1. Submit approvable Project Planning information, including complete I/I Analysis (generally 120 days prior to #4) \_\_\_\_\_

**WSRLA design loans for water treatment plant projects must have an approvable General Plan submitted to Division of Drinking and Ground Waters through e-plan portal.**

**For PY2025 a Division of Surface Water Regionalization Evaluation is required for WPCLF design loans for a New WWTP, Plant Expansion, Major WWTP Improvements or Extension to Unsewered Areas projects.**

2. Submit a complete Loan Application which should include the borrower's financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to #4) \_\_\_\_\_
3. Sign loan documents and return to DEFA (no later than 15 days prior to #4) \_\_\_\_\_
4. We request a Design Loan by (1<sup>st</sup> of Month in which Loan is Awarded) \_\_\_\_\_
5. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) \_\_\_\_\_

### CONSTRUCTION SCHEDULE

1. Submit approvable Project Planning information and Director's General Plan approval (if applicable), including complete I/I Analysis (generally 200 days prior to #8) \_\_\_\_\_

12/13/2024

**Note: For WSRLA construction loan for water treatment plant projects must have an approved General Plan and approvable Detailed Plans submitted to Division of Drinking and Ground Waters through e-plan portal.**

**Note: For PY2025 a Division of Surface Water Regionalization Evaluation is required for WPCLF design and construction loans for a New WWTP, Plant Expansion, Major WWTP Improvements or Extension to Unsewered Areas projects.**

2. Submit complete Permit-to-Install / Plan Approval application (*if applicable*), including application, review fee, detail plans, contract documents, and specifications (170 days prior to #8) \_\_\_\_\_

1/12/2025

- 2a. If the project requires a General Plan and review of detailed plans by DDAGW Engineering section (typically plant improvement projects), submit detailed plans to DDAGW (210 days prior to #8) \_\_\_\_\_

12/3/2024

3. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to #8) \_\_\_\_\_

2/1/2025

4. Advertise for construction bids (no later than 60 days prior to #8) \_\_\_\_\_

5/2/2025

5. Open construction bids (no later than 30 days prior to #8) Be sure to allow for a minimum of 60 days to award contracts \_\_\_\_\_

6/1/2025

6. Submit bid information to DEFA (no later than 21 days prior to #8) \_\_\_\_\_

6/10/2025

7. Sign loan documents and return to DEFA (no later than 7 days prior to #8) \_\_\_\_\_

6/24/2025

8. We request a Construction Loan by (1<sup>st</sup> of Month in which Loan is Awarded) \_\_\_\_\_

7/1/2025

9. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) \_\_\_\_\_

7/31/2025

## 13.0 Preparer Information

This Nomination was prepared by (Name & Title): \_\_\_\_\_

Michelle Hister, Sr. Project Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

567-331-2691

## 14.0 Authorized Representative Approval

To the best of my knowledge and belief, as a representative of the governing entity, all information contained in this nomination for is true and correct.

Entity's Representative: \_\_\_\_\_ Matt Lasko

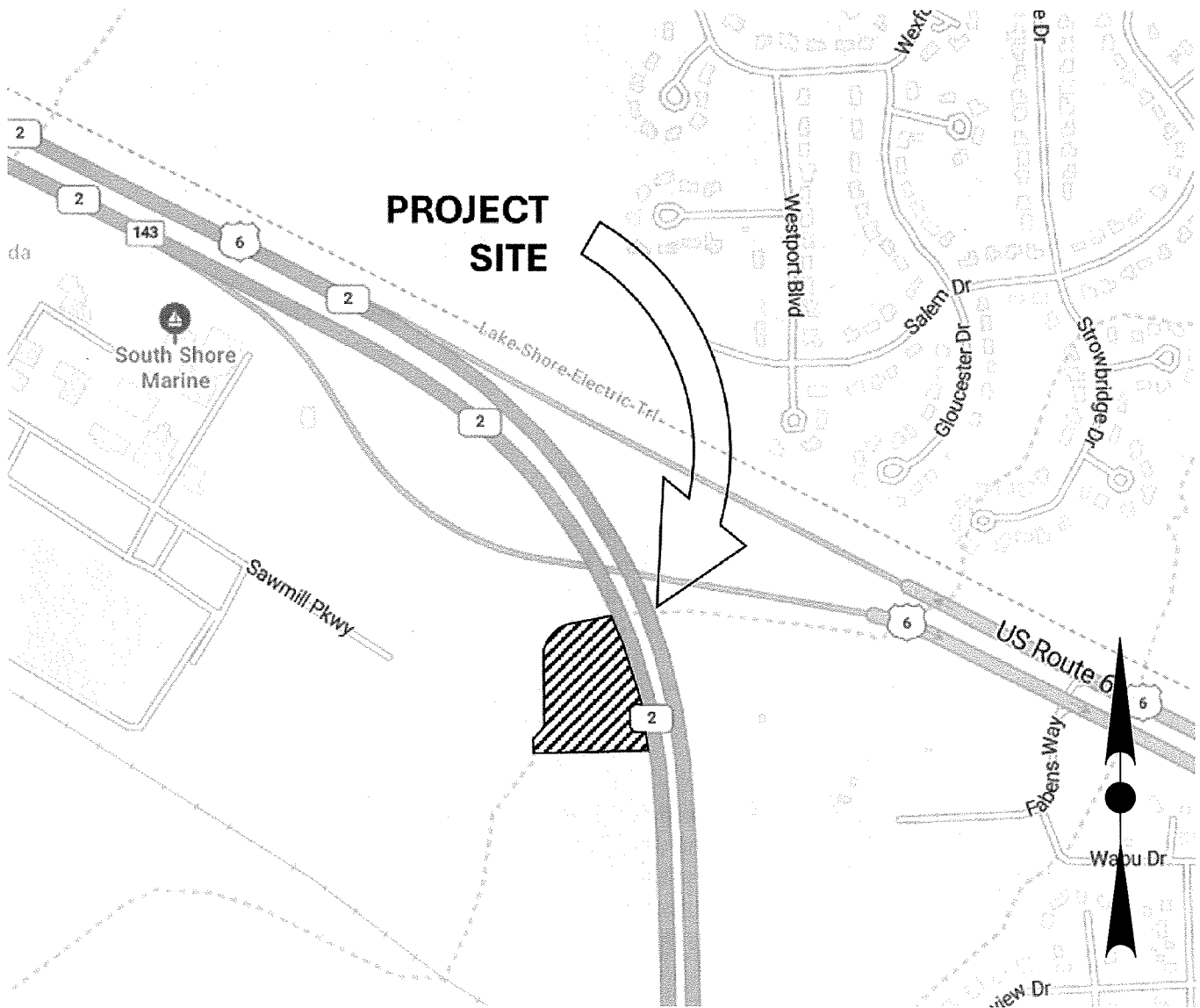
Title: \_\_\_\_\_ City Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nomination Form Date

# CITY OF HURON 2.0 MG ELEVATED TANK LOCATION MAP





**ORDINANCE NO. 2022-55**

Introduced by Matt Grieves

**AN ORDINANCE AMENDING AND REPEALING CODIFIED ORDINANCE SECTION 915.19 RELATING TO WATER RATES; REPEALING CODIFIED ORDINANCE SECTION 915.20 RELATING TO WATER FOR SPRINKLER SYSTEMS; AMENDING AND REPEALING CODIFIED ORDINANCE SECTION 915.21 RELATING TO MULTIPLE USERS OF METERS; AND REPEALING CODIFIED ORDINANCE SECTION 915.22 RELATING TO TANK WATER SALES.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** Codified Ordinance Section 915.19 WATER RATES shall be, and the same hereby is, amended to read in its entirety as follows:

**“Section 915.19 WATER RATES.**

Effective January 1, 2023 the following water rates shall be in effect:

(a) For water bills rendered on and after January 1st, 2023, the sum of the minimum water availability charge by meter size (this charge does not include any water usage) and the water usage rates (consumption) per 100 cubic feet (ccf), regardless of meter size, referenced in Appendix A will be invoiced every three (3) months.

(b) Non-resident water shall be supplied to customers residing outside the City Limits at the Non-Residents rate set forth in Appendix A, except in those areas covered by separate contracts.

(c) Door Tag Fee. A water bill becomes past due if not paid by the invoice due date. Twenty-one (21) days after this date, a notification (door tag) will be issued at the property notifying the occupant of intent to disconnect service if payment is not made. When a door tag is issued, the water account will be assessed a fee of Twenty-Five Dollars (\$25.00) to recover costs incurred by the City.

(d) Non-Sufficient Funds Fee. In the event a payment to the City is returned for any reason, a fee will be assessed to the water account in the amount of Fifty Dollars (\$50.00) to recover costs incurred by the City.”

**SECTION 2.** Codified Ordinance Section 915.19 WATER RATES, as the same previously existed (a copy of which is attached hereto as Exhibit A), shall be, and the same hereby is, repealed, and the provisions of this amending ordinance shall be effective as of the effective date of this Ordinance.

**SECTION 3.** Codified Ordinance Section 915.20 WATER FOR SPRINKLER SYSTEMS (a copy of which is attached hereto as Exhibit B) shall be, and the same hereby is, repealed in its entirety.

**SECTION 4.** Codified Ordinance Section 915.21 MULTIPLE USERS OF METERS shall be, and the same hereby is, amended to read in its entire as follows:

**“Section 915.21 MULTIPLE USERS OF METERS.**

Effective January 1, 2023, in the case of multiple units being supplied by a single water meter, where the water system is such that it is not possible to meter each dwelling, the owner shall be billed for all availability charges and water used in the building and shall be responsible for payment of all invoices for all water consumed. In this multiple units being supplied by a single meter scenario, the first line item on the invoice shall be an availability charge based on the actual size of the meter supplying the property, and the remaining line items on the invoice will be for the additional units charged at the “standard” availability charge which would be at the 5/8-3/4 meter size.

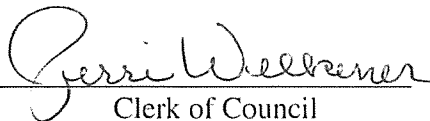
**SECTION 5.** Codified Ordinance Section 915.21 MULTIPLE USERS OF METERS, as the same previously existed (a copy of which is attached hereto as Exhibit C), shall be, and the same hereby is, repealed, and the provisions of this amending ordinance shall be effective as of the effective date of this Ordinance.

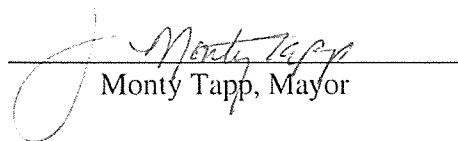
**SECTION 6.** Codified Ordinance Section 915.22 TANK WATER SALES (a copy of which is attached hereto as Exhibit D) shall be, and the same hereby is, repealed in its entirety.

**SECTION 7.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements.

**SECTION 8.** That this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

ATTEST:

  
Clerk of Council

  
Monty Tapp, Mayor

ADOPTED:

08 NOV 2022

Subject: [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]





## **APPENDIX A**

**Effective January 1, 2023 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$52.11	\$57.32
3/4	\$52.11	\$57.32
1	\$68.23	\$75.05
1 1/2	\$105.12	\$115.63
2	\$140.33	\$154.36
3	\$210.23	\$231.25
4	\$280.12	\$308.13
6	\$420.49	\$462.54
8	\$533.57	\$586.93
10	\$666.98	\$733.68
12	\$800.90	\$880.99

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$2.73	\$3.00

**Effective January 1, 2024 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$54.72	\$60.19
3/4	\$54.72	\$60.19
1	\$71.64	\$78.80
1 1/2	\$110.38	\$121.42
2	\$147.35	\$162.09
3	\$220.74	\$242.81
4	\$294.13	\$323.54
6	\$441.51	\$485.66
8	\$560.25	\$616.28
10	\$700.33	\$770.36
12	\$840.95	\$925.05

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$2.87	\$3.16

**Effective January 1, 2025 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$57.46	\$63.21
3/4	\$57.46	\$63.21
1	\$75.22	\$82.74
1 1/2	\$115.90	\$127.49
2	\$154.72	\$170.19
3	\$231.78	\$254.96
4	\$308.84	\$339.72
6	\$463.59	\$509.95
8	\$588.26	\$647.09
10	\$735.35	\$808.89
12	\$883.00	\$971.30

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.01	\$3.31

**Effective January 1, 2026 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$60.33	\$66.36
3/4	\$60.33	\$66.36
1	\$78.98	\$86.88
1 1/2	\$121.70	\$133.87
2	\$162.46	\$178.71
3	\$243.37	\$267.71
4	\$324.28	\$356.71
6	\$486.77	\$535.45
8	\$617.67	\$679.44
10	\$772.12	\$849.33
12	\$927.15	\$1,019.87

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.16	\$3.48

**Effective January 1, 2027 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$63.35	\$69.69
3/4	\$63.35	\$69.69
1	\$82.93	\$91.22
1 1/2	\$127.79	\$140.57
2	\$170.58	\$187.64
3	\$255.54	\$281.09
4	\$340.49	\$374.54
6	\$511.11	\$562.22
8	\$648.55	\$713.41
10	\$810.72	\$891.80
12	\$973.51	\$1,070.86

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.32	\$3.65

**Effective January 1, 2028 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$66.52	\$73.17
3/4	\$66.52	\$73.17
1	\$87.08	\$95.79
1 1/2	\$134.18	\$147.60
2	\$179.11	\$197.02
3	\$268.32	\$295.15
4	\$357.51	\$393.26

6	\$536.67	\$590.34
8	\$680.98	\$749.08
10	\$851.26	\$936.39
12	\$1,022.19	\$1,124.41

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.49	\$3.84

**Effective January 1, 2029 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$69.85	\$76.84
3/4	\$69.85	\$76.84
1	\$91.43	\$100.57
1 1/2	\$140.89	\$154.98
2	\$188.07	\$206.88
3	\$281.74	\$309.91
4	\$375.39	\$412.93
6	\$563.50	\$619.85
8	\$715.03	\$786.53
10	\$893.82	\$983.20
12	\$1,073.30	\$1,180.63

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.66	\$4.03

**Effective January 1, 2030 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$73.34	\$80.67
3/4	\$73.34	\$80.67
1	\$96.00	\$105.60
1 1/2	\$147.93	\$162.72
2	\$197.47	\$217.22
3	\$295.83	\$325.41
4	\$394.16	\$433.58
6	\$591.68	\$650.85
8	\$750.78	\$825.86
10	\$938.51	\$1,032.37
12	\$1,126.97	\$1,239.67

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$3.84	\$4.22

**Effective January 1, 2031 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$77.01	\$84.71



3/4	\$77.01	\$84.71
1	\$100.80	\$110.88
1 1/2	\$155.33	\$170.86
2	\$207.34	\$228.07
3	\$310.62	\$341.68
4	\$413.87	\$455.26
6	\$621.26	\$683.39
8	\$788.32	\$867.15
10	\$985.44	\$1,083.98
12	\$1,183.32	\$1,301.65

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$4.03	\$4.43

**Effective January 1, 2032 the following water rates shall be in affect**

Meter Size (Inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$80.86	\$88.95
3/4	\$80.86	\$88.95
1	\$105.84	\$116.42
1 1/2	\$163.10	\$179.41
2	\$217.71	\$239.48
3	\$326.15	\$358.77
4	\$434.56	\$478.02
6	\$652.32	\$717.55
8	\$827.74	\$910.51
10	\$1,034.71	\$1,138.18
12	\$1,242.49	\$1,366.74

Unit of Consumption Rate per 100 cubic feet (ccf)

Residents	Non-Residents
\$4.23	\$4.65

**915.19 WATER RATES.**

Effective January 1, 2008 the following water rates shall be in effect:

- (a) For water bills rendered on and after January 1, 2008, a minimum water availability charge by meter size shall be made per quarter to customers: as follows:

Meter Size (inches)	Availability Charge	
	Residents	Non-Residents
5/8 x 3/4	\$49.63	\$54.60
3/4	49.63	54.60
1	64.98	71.47
1 1/1	100.11	110.11
2	133.65	147.02
3	200.22	220.25
4	266.78	293.45
6	400.47	440.52
8	508.16	557.87
10	635.22	698.73
12	762.76	839.03

The minimum water availability charge does not include any water usage.

- (b) For water bills rendered on and after January 1, 2008, the rate for water consumed, in addition to the water availability charge set forth above, shall be two dollars and sixty cents (\$2.60) per 100 cubic feet, regardless of meter size.
- (c) Non-resident water shall be supplied to customers residing outside the City limits at ten percent (10%) above City rates, except in those areas covered by separate contracts. (Ord. 2007-28. Passed 12-11-07.)

**915.20 WATER FOR SPRINKLER SYSTEMS.**

Unmetered water services for sprinkler systems installed for the purpose of fire protection only shall pay the following annual rate on January 1, of each calender year:

<b>Size of Service Line (Inches)</b>	<b>Rate Per Year</b>
2	\$8.40
2-1/2	11.55
3	15.75
4	31.50
6	63.00
8	105.00
10	131.25
12	157.50

The first year a customer places a sprinkler system into operation such customer shall pay one-twelfth of the above applicable rate for each month or part thereof that such system is installed prior to December 31 of the year of installation, payable in advance.

(Ord. 1993-15. Passed 12-13-93.)

**915.21 MULTIPLE USERS OF METERS.**

In the case of a double house, duplex, apartment, etc., where the water system is such that it is not possible to meter each user, the landlord shall be billed for all water used in the building and shall be responsible for all bills.

In the event that more than one living unit is furnished water service through one meter, the billing of the quantity of water furnished through such meter shall be calculated as though each living unit had its own water meter. (Ord. 1983-32. Passed 12-5-83.)

**915.22 TANK WATER SALES.**

Effective January 1, 1995, the charge for all tank sales of water from the water filtration plant shall be fifty cents (\$.50) for each 100 gallons.  
(Ord. 1994-35. Passed 12-19-94.)



**RESOLUTION NO. 3-2024**

Introduced by Matt Grieves


**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH KLEINFELDER GROUP INC. FOR THE PROVISION OF ENGINEERING DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE 2-MILLION-GALLON ELEVATED WATER TOWER PROJECT AT A COST NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$132,250.00)**

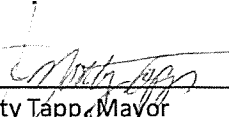
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Kleinfelder Group Inc. for the provision of engineering design, bidding and construction administration services relative to the 2-Million-Gallon Elevated Water Tower Project, at a cost not to exceed One Hundred Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$132,250.00), 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.

ATTEST:   
Clerk of Council

  
Monty Tapp, Mayor

ADOPTED: 09 JAN 2024



## CLIENT PROFESSIONAL SERVICES AGREEMENT

Huron 2.0 MG Elevated Tank

Huron, Ohio

M2400501.001P

This Agreement is made on: \_\_\_\_\_, 2024

Between City of Huron, Ohio with offices at 417 Main Street, Huron, Ohio 44839(Client)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, Ohio 43402  
(Kleinfelder).

### Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

### 1. CONTENTS OF AGREEMENT

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- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
  - (a) first, amendments and Change Orders issued in accordance with this Agreement;
  - (b) second, Kleinfelder's Proposal, dated August 28, 2023, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
  - (c) third, this Agreement.
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

### 2. APPOINTMENT AND SCOPE OF SERVICES

---

- 2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees, and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.
-

### **3. STANDARD OF CARE**

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- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no other representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after contractor closeout.

### **4. KLEINFELDER'S RESPONSIBILITIES**

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- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
  - (a) provide qualified staff to perform the Services;
  - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
  - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
  - (d) require its personnel to maintain a safe, clean and orderly work environment.

### **5. TERM AND TERMINATION**

---

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than November 2024, unless earlier terminated by either party or extended by the parties' mutual written agreement.
  - 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
  - 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all agreed upon costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.
-

## 6. COMPENSATION

---

### 6.1 Kleinfelder will perform the Services in exchange for the following compensation:

Client will pay a **lump sum** of \$132,250. Kleinfelder will invoice monthly on a percent complete basis for the following services:

• Survey Phase	\$3,600
• Preliminary Design and Site Selection	\$7,250
• Design Phase	\$85,700
• Procurement/Bidding Phase	\$9,250
• Construction Staking	\$1,600
• Construction Administration	\$19,850
• Funding Assistance	\$5,000

Client will pay on a **time and material** basis for Construction Observation services. Kleinfelder will invoice according to its fee schedule attached to the Proposal. Approximate costs of these services are estimated to be \$28,600 based on part-time observation, subject to contractor schedule and production rates. Specialty Tank Inspection services are estimated to be \$50,000 in addition to the part-time observation. Kleinfelder may invoice above this estimated fee for these services if the work period exceeds expected duration.

### **Total Estimated Base Fee: \$210,850**

- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.

## 7. INSURANCE

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- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.
-

## **8. CHANGES TO SCOPE OF SERVICES**

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- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A Change Order is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
  - (b) an adjustment in the schedule for performance; and
  - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

## **9. FORCE MAJEURE**

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- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

## **10. INSTRUMENTS OF SERVICE**

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- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents, and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
  - (b) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
  - (c) reuse of Instruments of Service on projects or project extensions for which such was not intended will be at the user's sole risk and without Kleinfelder liability, and Client agrees to defend, indemnify, and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors, and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with such reuse or misuse.
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- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms, and conditions.

## **11. CLIENT'S RESPONSIBILITIES**

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- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors, and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors, and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

## **12. ALLOCATION OF RISK AND INDEMNITIES**

---

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner, or Project insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

## **13. LIMITATION OF LIABILITY**

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- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, and including all Change Orders, whether based in contract or tort or otherwise in law or equity, will be limited to the sum total of \$1,000,000.
-

- 13.2 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders, and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

#### **14. WAIVER OF CONSEQUENTIAL DAMAGES**

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- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal, or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

#### **15. NO CONTROL OF MEANS AND METHODS OF OTHERS**

---

- 15.1 Client agrees:

- (a) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (b) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees, or subcontractors

#### **16. SITE ACCESS**

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- 16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

#### **17. WARRANTY OF TITLE, WASTE OWNERSHIP**

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- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

#### **18. DISPUTE RESOLUTION**

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- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause unless the party seeks injunctive or other interlocutory relief.
-

18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.

18.5 This clause survives termination or expiry of this Agreement.

## **19. MISCELLANEOUS**

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19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.

19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. A waiver is not valid or binding unless made in writing.

19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.

19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements, and understandings between the parties in connection with its subject matter.

19.7 Each party must do anything necessary to give full effect to this Agreement.

19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.

19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.

19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.


19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

---

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT: City of Huron

KLEINFELDER:

By: 

Printed Name: Matthew Lasko

Title: City Manager

By: 

Printed Name: Thomas Borck P.E.

Title: Project Management Leader

By: 

Printed Name: Denise Plummer, P.E.

Title: Senior Project Manager

ATTACHMENTS: Appendix A, Kleinfelder Proposal

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August 28, 2023

**Appendix A**

Mr. Jack Evans  
Water Superintendent  
City of Huron, Ohio  
417 Main Street  
Huron, Ohio 44839

Re: City of Huron 2.0 MG Elevated Tank  
M2400501.001P

Dear Mr. Evans,

As we discussed recently, Kleinfelder, Inc. proposes to provide professional engineering services to assist the City (Owner) with the design of the 2.0 MG Elevated tank(hereinafter referred to as the "project"), at a location to be determined in the City of Huron, Ohio.

The City shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the City will provide all pertinent existing data related to this project to Kleinfelder.

**Scope of Services:**

- **Topographic Survey**
  - Topographic Survey of tank project area including connecting waterline
  - Research and development of existing R/W within the project area.
  - Establishment of control points
  - Establishment of project benchmarks
- **Preliminary Design and Site Selection**
  - Meet with City officials to review and discuss the scope of services, schedule, and potential sites for the tank.
  - Verify suitability of proposed sites for distribution system operation.
  - Discuss tank design options and preferences for layout selection.
  - Develop project schedule and budget
- **Design**
  - Assist the City in obtaining quotes for geotechnical services and stake boring locations.
  - Prepare detailed design plans and develop specifications.
  - Update project schedule.

- Develop a detailed construction cost estimate.
- Review the final plans, specifications, and construction cost estimate with the City. Include alternative tank styles to be bid as alternate bid items if desired by the Owner.
- Prepare appropriate Ohio EPA plan approval forms.
- After approval by the City, submit plans, specifications, and permit to Ohio EPA for review and approval.
- Make any revisions requested by the City and required by OEPA.
- **Bidding & Negotiations**
  - Prepare final drawings and technical specifications for the project and front-end contract documents for bidding.
  - Submit complete bid package to City for review.
  - Submit bid advertisement to local paper and online plan room.
  - Answer contractor questions during bidding, respond to RFI's, issue addenda as required, and update contract documents accordingly. Prepare any necessary Addenda for the project.
- **Construction Staking**
  - Stake proposed tank location and waterline.
- **Construction Administration**
  - Attend pre-construction meeting, prepare agenda and meeting minutes.
  - Review and process shop drawings.
  - Respond to Contractor RFI's.
  - Review, approve and process payment applications.
  - Review and recommend changes to the scope of work.
  - Conduct site visits to ensure project is progressing in conformance with the contract documents.
  - Interface with funding agencies as required.
  - Prepare and coordinate contract close-out documents.
- **Observation**
  - Provide part-time, onsite observation during construction. Critical phase observation is included in this scope.
  - Hold final inspection and prepare, in conjunction with City Staff, a punch list of unfinished items.
  - Provide punchlist to contractor for completion in a timely manner.
  - Provide copies of all construction observation reports to the City.
  - Prepare record drawings of as constructed conditions for the Owner from the Contractor's as-built drawings.
  - Notify Engineer and Owner of any unforeseen conditions, changes and construction related issues which arise.

**Assumptions and Excluded Services:**

- Preparation of any temporary and/or permanent utility easements.
- Includes advertisement and bidding as one project.



Kleinfelder will complete these design services within fifteen (15) months following execution of this agreement.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible. If work activities are required which are not included in the basic services described above, Kleinfelder can provide these based on its current hourly rate schedule.

If the City has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

KLEINFELDER, INC.

A handwritten signature in blue ink, reading "Thomas J. Borck". The signature is fluid and cursive, with the first name "Thomas" and last name "Borck" clearly legible.

Thomas Borck, P. E.  
Project Manager Leader



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED The Kleinfelder Group, Inc 770 First Ave., Suite 400 San Diego CA 92101 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Co NAIC # 16535 INSURER B: Lloyd's Syndicate No. 1967 AA1120103 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570103149085 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GL0612459402	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 6124595-02	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC612459602 All States	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
B	Environmental Contractor Poll/Prof [E&O]			PSDEF2300647 Claims-Made Policy SIR applies per policy terms & conditions	04/01/2023	04/01/2024	Each Claim \$2,000,000 Aggregate \$2,000,000

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

RE: New Raw Water Intake and Pump Station with forcemain for Huron WTP and new elevated 2,000,000 gallon water storage tank, Project ongoing date: 1/2/2024. City of Huron is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. See Attached for Complete List of Named Insureds.

## CERTIFICATE HOLDER

## CANCELLATION

City of Huron Attn: Jack Evans 417 Main Street Huron OH 44839 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
----------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Holder Identifier: ACDG

570103149085

Certificate No :



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED The Kleinfelder Group, Inc	
POLICY NUMBER See Certificate Numbe 570103149085			
CARRIER See Certificate Numbe 570103149085	NAIC CODE	EFFECTIVE DATE	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

### **NAMED INSURED SCHEDULE**

Kleinfelder, Inc.  
 The Kleinfelder Group, Inc.  
 Kleinfelder Holdings, LLC  
 Kleinfelder Parent, Inc  
 Kleinfelder Architecture Northeast, Inc.  
 Kleinfelder Australia Pty Ltd  
 Kleinfelder Canada, Inc.  
 Kleinfelder Colorado 100, LLC  
 Kleinfelder Construction Services, Inc  
 Kleinfelder Engineering and Geology, P.C.  
 Kleinfelder Guam 101, LLC  
 Kleinfelder International, Inc  
 Kleinfelder Kansas 100, LLC  
 Kleinfelder New Mexico 100, LLC  
 Kleinfelder Northeast, Inc.  
 Kleinfelder Oklahoma 100, LLC  
 Kleinfelder PNG Ltd.  
 Kleinfelder Southeast, Inc.  
 Kleinfelder Texas 100, LLC  
 Kleinfelder Texas 200, LLC  
 Kleinfelder Utah 100, LLC  
 A-1, Inc.- Kleinfelder East, Inc.  
 Buys & Associates, Inc. - TKG  
 Corrigan Consulting, Inc.- TKG  
 Insite Environmental, Inc.- Kleinfelder West, Inc.  
 Kowalski Engineering, Inc.- Kleinfelder Central, Inc.  
 MCE Group, Inc.- Kleinfelder, Inc.  
 Omni Environmental, LLC- Kleinfelder East, Inc.  
 Spectrum Exploration, Inc.-TKG  
 The Wallace Group, Inc. - Kleinfelder West, Inc.  
 TKG Acquisition Corp.  
 Trigon Environmental Services, Inc.  
 Simon Wong Engineering, Inc.  
 Advantage Engineering, LLC - Kleinfelder, Inc.  
 Garcia & Associates - Kleinfelder, Inc.  
 Poggemeyer Design Group, Inc.  
 Design Engineers & Consulting Associates, Inc. (DECA)  
 Industrial Fluid Management, Inc.  
 CM Works, Inc.  
 Gas Transmission Systems, Inc.  
 GTS Engineering & Consulting, LLP  
 Century Engineering, LLC



## Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 6124594-02

Effective Date: 04/01/2023

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

**C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. Solely with respect to the coverage provided by this endorsement:**

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**



F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

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



**ZURICH**

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO6124594-02	04/01/2023	04/01/2024	04/01/2023		\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



**ZURICH**

## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP6124595-02	04/01/2023	04/01/2024	04/01/2023			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
  - Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### **D. Driver Safety Program Liability and Physical Damage Coverage**

#### **1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### **2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

#### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

#### **a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and**

#### **b. Any:**

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

### **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

#### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the Coverage Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph B.4.a. of Section III – **Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – **Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the Coverage Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to Section I – Covered Autos:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any



agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

#### **U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

##### **4. Coverage Extensions**

###### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

#### **X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

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

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.