

FIRST READING: 7.17.17
SECOND READING: 7.24.17
THIRD READING: 7.31.17

ORDINANCE NO. 49-17
BY: DAVID W. FURRY

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF ROCKY RIVER AND AECOM FOR PROFESSIONAL SANITARY ENGINEERING SERVICES FOR THE ROCKY RIVER WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS (\$197,324.00)

WHEREAS, the City of Rocky River has determined a need to contract for consulting sanitary engineering services for the Rocky River Wastewater Treatment Plant 2017-2020 Capital Improvements Project; and

WHEREAS, a request for qualifications and technical proposal was requested from 8 firms; and

WHEREAS, designees of the Rocky River Wastewater Treatment plant management committee, including the Rocky River safety-service director and the superintendent of the wastewater treatment plant, have evaluated statements of qualifications and technical proposals from 4 (four) responding firms; and

WHEREAS, it is the opinion of the Wastewater Treatment Plant Management Committee, the Administration and the Council of the City of Rocky River that AECOM is the most qualified to perform such engineering services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. That the Mayor be and she is hereby authorized to enter into an agreement for engineering services, attached and identified here as Exhibit "A", with AECOM Technical Services, Inc, 1300 East 9th St., 5th Floor, Cleveland, OH 44114, in an amount not to exceed One Hundred Ninety-Seven Thousand Three Hundred Twenty-Four Dollars (\$197,324.00).

SECTION 2. That One Hundred Ninety-Seven Thousand Three Hundred Twenty-Four Dollars (\$197,324.00) shall be paid from the Wastewater Treatment Plant Capital Fund

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety, and for the further reason that it is necessary to proceed in a timely manner so that the City can comply with the time parameters of the NPDES Permit requirements and, provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor: otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: July 31st, 2017

JAMES W. MORAN
President of Council

PRESENTED
by the MAYOR: July 31st, 2017

APPROVED: July 31st, 2017

22 { 1974 YKOR to YIC
EODHAW to VINUC

[Signature]
SANDY G. PEASE
Chair of Council

PAMELA E. BOBST
Mayor

It is hereby certified that the amount required for the execution of this Ordinance has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the fund described herein free from any obligation or certification now outstanding.

70 YAO

Michael A. Thomas
MICHAEL A. THOMAS
DIRECTOR OF FINANCE

River,

Clerk of Council of the City of Rocky River, Ohio

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the _____ day of _____, 20____.

Clerk of Council of the City of Rocky River, Ohio

Sharon S. Elliott
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 31st DAY OF
July, 2017.

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF
ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE
NO. 49-17 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 31st DAY OF July, 2017 THAT THE
PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND
CERTIFIED OF RECORD ACCORDING TO LAW; THAT NO
PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH
ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND
THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD
IN ORDINANCE RECORD NO. 49-17

City of Rocky River }
County of Cuyahoga } ss



AECOM
1300 E. 9th Street
Suite 500
Cleveland, Ohio 44114
www.aecom.com
216 622 2300 tel
216 622 2301 fax

July 7, 2017

Ms. CarrieAnne Rosemark
City of Rocky River
Rocky River Wastewater Treatment Plant
22303 Lake Road
Rocky River, Ohio 44116

Subject: Revised Fee Proposal for the 2017-2020 Capital Improvements Project
Rocky River Wastewater Treatment Plant

Dear Ms. Rosemark:

AECOM is pleased to present our revised fee proposal for the 2017-2020 Capital Improvements Project at the City's wastewater treatment plant. This letter presents our revised proposed cost for the scope of services described in our proposal and indicated in the attached Table 1. The following summarizes the hours and costs for design, bidding, construction administration, and project management services to complete the project.

Task	Hours	Labor	ODCs	Total
Design	807	\$100,736	\$15,300	\$116,036
Bidding	75	\$8,560	\$60	\$8,620
Construction Administration	614	\$67,725	-	\$67,725
Project Management	44	\$4,943	-	\$4,943
Total	1,540	\$181,964	\$15,360	\$197,324

Non-salary expenses (ODCs) will be billed at cost. These services outside vendor printing charges, Ohio EPA permit to install application fees, or subcontractor services. In our budget represented in the table above, costs for local travel to and from the City by AECOM Cleveland staff will not be billed to the City.

We appreciate the relationship we have developed with you and your staff, and thank you for this opportunity to continue to serve the City of Rocky River. We look forward to working together with the City on this important and challenging project.

If we can provide any additional information, or if you would like to further discuss the information provided in this proposal, please feel free to contact me at 216-416-6113.

Very truly yours,

AECOM Technical Services Inc.

Timothy McCann, P.E.
Project Manager

Molly E. Page, P.E.
Vice President

AECOM Technical Services, Inc.
Agreement



DATE: July 7, 2017

PROJECT NAME: 2017-2020 Capital Improvements

PROJECT LOCATION: City of Rocky River WWTp

CLIENT: City of Rocky River
21012 Hilliard Blvd.
Rocky River, Ohio 44116

CLIENT CONTACT: Ms. CarrieAnne M. Rosemark

PHONE: 440-356-5640

FAX: 440-356-5629

AGREEMENT TERMS

SCOPE OF SERVICES:

2017-2017 Capital Improvements Project at the Rocky River WWTp involving the design, bidding, and construction administration of upgrades to the Primary Clarifier Building and Final Clarifier Building. Details of scope are outlined in attached scope of work and fee letter dated July 7, 2017.

TIME OF PERFORMANCE:

According to the schedule provided in the attached scope of work.

COMPENSATION/TERMS OF PAYMENT:

Labor and expenses will be billed in accordance with Table 1. Rate Schedule dated November 5, 2013.

Total Agreement Cost Not to Exceed = \$197,324

AECOM ADDRESS FOR CORRESPONDENCE/NOTICES:

1300 E. 9th Street, Suite 500
Cleveland, Ohio 44114

PHONE: 216-622-2300 **FAX:** 216-622-2301

ATTACHMENTS * (AS CHECKED)

☒ SCOPE OF SERVICES ☒ COMPENSATION

☐ OTHER (SPECIFY)

12 TOTAL NO. OF ADD'L SHEETS ATTACHED (Including General Conditions)

ACCEPTED ON BEHALF OF CLIENT:

GENERAL CONDITIONS ATTACHED (AS CHECKED):	
☒ PROFESSIONAL SERVICES	
☐ ENVIRONMENTAL AUDITS AND SITE ASSESSMENTS	
☐ ENVIRONMENTAL REMEDIATION SERVICES	
☐ PETROLEUM FACILITY AND STORAGE TANK SERVICES	
☐ CONSULTING SERVICES	
☐ OTHER	
SUBMITTED BY: AECOM TECHNICAL SERVICES, INC.	

SIGNATURE:

DATE:

SIGNATURE:

DATE: 07/7/17

PRINT NAME & TITLE:

Pamela E. Bobst, Mayor

PRINT NAME & TITLE:

Molly E. Page, P.E., Vice President

**AECOM TECHNICAL SERVICES, Inc.
"AECOM"**

**GENERAL CONDITIONS for
Professional Services**

CONTRACT DATE: July 7, 2017
NAME OF CLIENT: City of Rocky River
PROJECT NAME: Rocky River WWTP – 2017-2020
Capital Improvements Project

These General Conditions are a part of the agreement between AECOM TECHNICAL SERVICES, INC. company and its client for the performance of professional services. In these General Conditions, AECOM TECHNICAL SERVICES, INC., company performing the services is called "AECOM", the party for whom the services are performed is called "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement."

Section 1: Services by AECOM

1.1 Scope of services; required standard of care. AECOM will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. AECOM will not have any obligation to perform services unless expressly described in this Agreement. In performing the services, AECOM will exercise the degree of care and skill ordinarily exercised by members of the same profession currently performing the same or similar services in the same geographic area. Upon notice to AECOM and by mutual agreement between the parties, AECOM will correct those services not meeting such a standard without additional compensation. Consistent with the standard of care, AECOM will endeavor to perform its professional services in accordance with applicable federal, state, and local laws, regulations and ordinances which are in effect on the date of execution of this Agreement.

1.2 Estimates. Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by AECOM will represent its professional judgement based on its experience and available information. However, Client recognizes that AECOM has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, AECOM does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by AECOM. If the Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

1.3 Hazardous materials. AECOM's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any contaminated non-hazardous, hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). Unless provisions have been incorporated into this Agreement to provide for the handling of Oil or Hazardous Materials, the discovery or reasonable suspicion of Oil or Hazardous Materials or hazardous conditions at a site where AECOM is to perform services shall entitle AECOM to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.

1.4 Other contractors. AECOM shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. AECOM's services and/or presence at a site shall not relieve others of their responsibility to Client or to others. AECOM shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities. Client shall notify all contractors in writing that AECOM has no duty or authority and therefore no responsibility, as stated herein. The client agrees to include in all contracts with construction contractors an exclusion of the construction contractors' right to make a direct claim against AECOM, in a form acceptable to AECOM.

1.5 Health and safety. AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. So as not to discourage AECOM from voluntarily addressing health or safety issues while at Client's site, in the event AECOM does address such issues by making observations, reports, suggestions or otherwise, AECOM shall nevertheless have no liability, responsibility, or affirmative duty under this Agreement or by law arising on account thereof.

1.6 Litigation support. AECOM will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event AECOM is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse AECOM for its costs and compensate AECOM at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

- 1.7 **Confidential information.** Although AECOM generally will not disclose without Client's consent information provided by Client or developed by AECOM in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in AECOM's possession, or is obtained from third parties), AECOM shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. AECOM shall notify Client (in advance, except in emergency) of any such disclosure.
- 1.8 **No warranty.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE OR WILL BE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 1.9 **Certifications.** Any certifications or representations which AECOM may be required to make shall be limited to the existence of conditions which AECOM could, within the scope of its services, reasonably ascertain, and shall be based on AECOM's then-current knowledge, information, and belief.
- 1.10 **No construction phase services.** If AECOM's services under this Agreement do not include Project observation, or review of contractors' performances, or any other Construction Phase Services, and that such services will be provided by the Client or others then the Client assumes all responsibility for interpretation of Contract Documents used for the construction of the Project and for construction observation or review and waives any claims against AECOM that may in any way be related thereto.

Section 2: Responsibilities of Client

2.1

Client requirements. Client, without cost to AECOM, shall:

- (a) Designate to AECOM in writing a person to act as Client's representative with respect to the services performed
- (b) Provide or arrange for access and make all provisions for AECOM to enter any site where services are to be performed
- (c) Furnish AECOM with all available information pertinent to the services
- (d) Furnish AECOM with all relevant information about site conditions property descriptions, zoning, deed and other land use restrictions and with property, boundary, easement, right-of-way and other special surveys, including establishing relevant reference points
- (e) Furnish AECOM data prepared by others including without limitation exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures
- (f) Furnish AECOM environmental assessments, audits, investigations and impact statement and other relevant environmental or cultural studies as to the site and adjacent areas
- (g) Furnish AECOM with all approvals, permits and consents from government authorities and others as may be required for performance of the services
- (h) Notify AECOM promptly in writing of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and provide AECOM with any available documents describing the nature, location and extent of such materials, contamination or conditions
- (i) Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices AECOM has expressly agreed in writing to give
- (j) Inform the owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.
- (k) Unless this Agreement expressly provides otherwise, AECOM shall be entitled to rely on the accuracy and completeness of information given to it by the Client and/or others on behalf of Client pursuant to Paragraphs 2.1 (c), (d), (e), (f), (g), (h) and (j), immediately above.

2.2

Hazards. Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to AECOM in writing.

2.3

Documents.

(a)

All reports, notes, calculations, data, drawings, estimates specifications and other documents (collectively "Documents") and electronic files prepared by AECOM are instruments of AECOM's professional services and not products and shall remain AECOM's property. Documents or electronic files provided to Client are for Client's use only for the purposes disclosed to AECOM and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or for any other project or purpose for which they were not prepared, without AECOM's express written consent. Any reuse thereof without written consent shall be at the Client's or the user's sole risk and without liability or legal exposure to AECOM or their independent contractors or consultants.

- (b) Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies). Electronic files in electronic media format of text, data, graphics, or of other types that are furnished by AECOM to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- (c) Because electronic files can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days after receipt thereof, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. AECOM shall not be responsible to maintain electronic files after acceptance by Client.
- (d) When transferring electronic files, AECOM makes no representations as to long-term compatibility, usability, or readability of such files.

Section 3: Changes; Delays; Excused Performance

3.1 Changes.

- (a) Unless this Agreement expressly provides otherwise, AECOM's compensation and time for rendering services represent its professional estimate, taking into account the costs, effort and time it expects to expend in performing the services as it currently understands them to be, based on its reasonable assumption of the conditions and circumstances under which the services will be performed, and based on its anticipation of the orderly and continuous progress of the Work and of the Project through completion of the Work. Unless specific periods of time or specific dates for providing services are specified in this Agreement, AECOM's obligation to render services hereunder will be for a period which may reasonably be required, using due and reasonably diligence consistent with sound professional practices, for the completion of said services.
- (b) As services are being performed, conditions may change or circumstances outside of AECOM's reasonable control (including changes of laws and Client directed changes) may develop which would require AECOM to expend additional costs, effort and time to complete the services, in which case AECOM will notify Client and an equitable adjustment will be made to AECOM's compensation and time for performance.
- (c) If Client fails to give prompt written authorization to proceed with any task or phase of services after completion of the immediately preceding task or phase, or if AECOM's services are delayed through no fault of AECOM, in each case for a period of 90 days or longer, AECOM may, after giving seven days written notice to Client, suspend services under this Agreement. An equitable adjustment to AECOM's compensation and time for performance will be made upon Client's authorization or directive for AECOM to resume performance of its services.
- (d) If AECOM's services are suspended or delayed in whole or in part by Client, or if AECOM's services are extended by actions or inactions of Client or its contractors for more than 90 days through no fault of AECOM, AECOM shall be entitled to an equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by AECOM in connection with, among other things, such delay or suspension and reactivation, and the fact that the time for performance has been revised.
- (e) In the event conditions or circumstances require the services to be suspended or terminated, AECOM shall be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 3.2 ***Force majeure.*** AECOM shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority timely to review or to approve the services or to grant permits or approvals, or any other cause beyond AECOM's reasonable control, and AECOM's compensation and schedule shall be equitably adjusted to compensate it for any additional costs and delays it incurs due to any Force Majeure event.

Section 4: Compensation

- 4.1 ***Rates.*** Unless otherwise agreed in writing, AECOM shall be compensated for its services at its standard rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) reasonably incurred in its performance of the services such rate schedule is attached as Exhibit A hereto.
- 4.2 ***Invoices.*** AECOM may invoice Client on a monthly or other progress billing basis. Invoices are due and payable upon receipt by Client.
- 4.3 ***Taxes, etc.*** Unless expressly agreed in writing, AECOM's fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse AECOM for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide AECOM with a valid exemption certificate.

Section 5: Insurance; Dispute Resolution; Allocation of Risk

- 5.1 ***Insurance.*** AECOM will maintain workers compensation insurance as required by law; employers liability, commercial general liability and automobile liability insurance each with coverage of \$1 million per occurrence; and professional liability insurance with coverage of \$1 million per claim; and upon request will furnish insurance

certificates to Client. AECOM will include the Client as additional insured on the comprehensive general liability and automobile liability insurance. AECOM will purchase additional insurance if requested by Client, provided the insurance is reasonably available from carriers acceptable to AECOM and Client reimburses AECOM for its cost.

- 5.2 **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve under the authority of a principal from each party the claim or dispute equitably through negotiation within a period of time no longer than 60 days from the time the claim or dispute is presented in writing to the other party. If, after the 60 days, good faith negotiations fail to achieve a resolution, the parties shall seek resolution of the claim through nonbinding mediation under the rules and auspices of the American Arbitration Association. The parties shall a) limit the submission of evidence to the mediator to a period of no more than 30 days following the demand for mediation, and b) commence mediation no more than 30 days thereafter. If the parties cannot reach a settlement within 15 days following commencement of the mediation proceedings, or such other reasonable time frame as the parties may agree to, the parties may a) mutually agree to subject the claim to binding arbitration in accordance with the rules of the American Arbitration Association, or b) pursue any legal remedy then available. However, prior to or during negotiations, mediation, or arbitration, either party may initiate litigation that would otherwise be barred by a statute of limitations, and AECOM may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

- 5.3 **Suspension.** If the project is suspended for more than 30 calendar days in the aggregate, AECOM shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than 90 calendar days in the aggregate, AECOM, at its option, may terminate this Agreement upon giving notice in writing to the Client. If the Client fails to make payments when due or otherwise is in breach of this Agreement, AECOM may suspend performance of services upon 7 calendar days' notice to the Client. AECOM shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

- 5.4 **Termination.** The Client may terminate this Agreement at any time with or without cause upon giving AECOM 30 calendar days prior written notice. AECOM may terminate this Agreement upon giving the Client 30 calendar days prior written notice for any of the following reasons:

- (a) Breach by the Client of any material term of this Agreement, including but not limited to compensation provisions.
 - (b) Transfer of ownership of the project by the Client to any other persons or entities not a party to this Agreement without the prior written agreement of AECOM
 - (c) Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any additional services required because of such changes.
- The Client shall within 30 calendar days of termination pay AECOM for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.
- 5.5 **Limitation of liability.** In no event shall either party be liable for special, indirect, incidental or consequential damages including commercial loss, loss of use, or lost profits, even if advised of the possibility of such damages.
- 5.6 **Employee injury.** Client agrees not to implead or to bring an action against AECOM based on any claim of personal injury or death occurring in the course or scope of the injured or deceased person's employment with AECOM and related to the services performed under this Agreement.
- 5.7 **Defense.** Any defense of AECOM required to be provided by Client under this Agreement shall be with counsel selected by AECOM and reasonably acceptable to Client.

Section 6: Miscellaneous Provisions

- 6.1 **Notices.** Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or acknowledged telefax.

- 6.2 **Assignment, etc.** Neither Client nor AECOM shall assign or transfer any rights or obligations under this Agreement, except that AECOM may assign this Agreement to its affiliates and may use affiliate company labor or subcontractors in the performance of its services under this agreement. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and AECOM, without the express written consent of both parties. The relationship between Client and AECOM is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.

- 6.3 **Governing law.** This Agreement shall be governed by and construed in accordance with the laws in effect at the jobsite or as specified in the Supplemental Conditions (if applicable).

- 6.4 **Headings.** The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.

- 6.5 *Entire agreement, etc.* The written document of which these General Conditions are a part is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In no event will the printed terms on any purchase order, work order or other document provided by Client modify or amend this Agreement, even if it is signed by AECOM, unless AECOM signs a written statement expressly indicating that such terms supersede the terms of this Agreement. In the event of an inconsistency between these General Conditions and any other writings which comprise this Agreement, the order of precedence shall be as follows: (1) Proposal/Agreement, (2) Supplemental Conditions (if applicable), (3) these General Conditions, (4) Scope of Services, and (5) Other exhibits and attachments (if applicable).
- 6.6 *Severability.* Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. AECOM and Client shall in good faith attempt to replace any invalid or unenforceable provisions of this Agreement with provisions that are valid and enforceable and that come as close as possible to expressing the intention of the original provisions.
- 6.7 *Waiver.* A waiver or failure to strictly enforce any breach or omission shall not constitute a waiver of any subsequent breach or omission unless specifically agreed to in writing by the parties.
- 6.8 *Survival.* All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility and liability between Client and AECOM shall survive the completion of the services hereunder and the termination of this Agreement.
- 6.9 *Third party beneficiaries.* Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AECOM. AECOM's services under this Agreement are being performed solely for the client's benefit, and no other entity shall have any claim against AECOM because of this Agreement or the performance of services hereunder.
- 6.10 *Statute of limitations.* The statute of limitations would commence to run not later than the relevant date of substantial completion of the Work.

**Rocky River WWTP
WWTP 2017-20120 Capital Improvements Project
Scope of Services**

The various components of the 2017-2020 Capital Improvements Project include significant improvements at the Primary Clarifier Building and Final Clarifier Building as listed below:

Necessary improvements to the Primary Clarifier Building including:

1. Replace the Primary Sludge Pumps
2. Replace the Primary Scum Pumps
3. Replace the MCC and Electrical
4. Replace and Upgrade Instrumentation and Controls
5. Waterline Replacement
6. Repair the exterior walkway to prevent slips, trips, and falls
7. Upgrade HVAC and Electrical to meet current code regulations
8. Install new eyewash station

Necessary improvements to the Final Clarifier Building including:

1. Replace and/or repair the stairs
2. Repair Final Clarifier basement structural cracks and leakage
3. Floor and Wall coatings
4. Upgrade the HVAC system
5. Repair the cracked or missing grout for the traveling bridges rail system

Project Management

For the project management task, AECOM will inform the City of the project's progress and manage it from preliminary design through construction completion and closeout. The design and construction administration effort is anticipated to last 30 months. AECOM will prepare monthly invoices and project reports to meet the City's specification as part of this task. These monthly submittals will indicate the progress to date on the project and the overall status of budgets. As this project will be funded through the Ohio Public Works, AECOM will complete the required monthly forms for submittal to the State of Ohio as part of this task.

AECOM will conduct a project kick-off meeting to review the scope with the superintendent. At the 30% design stage, AECOM will deliver a basis of design report which will capture the required design elements of the project for coordination and successful completion of the project. Review meetings at the 30, 60 and 90 percent completion stages will be organized to discuss comments from the City on the design documents.

Preliminary Design (30%) and Basis of Design Report

AECOM will review the existing record drawings and O&M documents to confirm the necessary improvements. The AECOM team will visit the facility and meet with the plant superintendent to discuss the project. During the plant walk through and the review of the plans we will pay special attention to compliance issues associated with Ten State Standards along with electrical and fire codes.

From the data collected in the plan and specification review and plant walk through, AECOM will develop the Preliminary Design (30%) and Basis of Design report. This report will serve as the guidelines for development of the detailed plans and specifications for bidding and construction.

The Basis of Design report will include details for the following:

- Necessary improvements to Primary Clarifier Building including details on equipment Replacement and upgrade, HVAC and Electrical upgrade, exterior walkway repair, and safety.
- Necessary improvement to Final Clarifier Building including detail on safety improvement, walls repair, stairs replacement, HVAC system upgrade, and cracked or missing grout repair for the rail system
- Suggested sequence of construction for primary sludge pumps and primary scum pumps replacement
- Maintaining operation of the plant during construction

Final Design

AECOM will prepare final drawings and technical specifications to successfully complete the capital improvements project. The drawings will be prepared in AutoCAD and will use the record drawings as the base for each sheet. The drawings will provide all details and necessary information.

The following is an anticipated sheet list, which was used as a basis for the fee provided:

G-1	Title Sheet
G-2	General Notes
G-3	Overall Site Plan
S-1	Structural Notes and Details
S-2	Primary Clarifier Building - Exterior Walkway Repair
S-3	Final Clarifier Building – Stair Replacement
S-4	Final Clarifier Building – Walls Repair
S-5	Traveling Bridges Rail System – Grout Repair
S-6	Structural Details
A-1	Architectural Legend, Notes, and Schedules
A-2	Final Clarifier Building – Stairs Replacement
H-1	HVAC Abbreviations, Symbols, and Notes
H-2	Primary Clarifier Building - HVAC Upgrade
H-3	Final Clarifier Building – HVAC Upgrade
H-4	HVAC Details
M-1	Mechanical Process Abbreviations, Symbols, and Notes
M-2	Primary Clarifier Building Equipment Removal and Replacement
M-3	Primary Clarifier Building - Piping and Proposed Pump
M-4	Primary Clarifier Building- Piping and Pump Sections
M-5	Mechanical Details and Schedules
P-1	Primary Clarifier Building – New Eye Wash Station
E-1	Electrical Symbols and Abbreviations
E-2	Primary Clarifier Building - Electrical Demolition Plan
E-3	Primary Clarifier Building – Electrical Proposed
E-4	Single Line Diagram – MCC
E-5	Electrical Details

E-6	Electrical Details
I-1	Instrumentation Symbols and Abbreviations
I-2	P&ID – Primary Clarifier Building
I-3	Instrumentation Details

The project specifications will include Advertisement, Bid Forms, Instructions to Bidders, General Conditions, and Supplementary Conditions as used in previous projects and reviewed by the City. AECOM will also prepare detailed technical specifications.

During the final design, AECOM will have three design review submittals, the 30 percent, the 60 percent design stage and the 90 percent design stage. AECOM will provide the engineer's opinion of probable construction cost and estimated schedule.

Submittals and Permitting

AECOM will submit two half-size copies of the drawings and specifications to the City at each of these review points. Full size drawings will be provided if requested by the superintendent. AECOM will also provide the City with an engineer's opinion of probable cost at each of these submittals. The cost will be based on the current project scope and AECOM will inform the City of any anticipated increases. An estimated construction schedule will be included.

At the beginning of the project, AECOM will contact the Ohio EPA – Northeast District to inform them of the details of the project and to determine if a Permit to Install (PTI) will need to be completed for the improvements. AECOM has included the PTI application and review process in our scope. AECOM will complete all the necessary paperwork for submittal to the EPA if needed. Plans will be submitted by AECOM to the Ohio EPA at the 90 percent design stage. AECOM will pay for the permit and be reimbursed from the City for the permit cost.

Upon completion of the 90 percent review by the City and Ohio EPA, AECOM will prepare the final documents for bidding. One set of original drawings and specifications will be delivered to the City along with an electronic version of these drawings and specifications.

Bidding

During the bidding process for this project, AECOM will provide technical and administrative assistance. AECOM will order the reproduction of all plans and specifications to be delivered to the Rocky River City Hall. Additional plan sets will be ordered at the request of the City. The City is responsible for all costs associated with reproduction of the bid sets. AECOM will organize and attend the pre-bid meeting and respond to questions that arise during the bidding process. AECOM will prepare two addenda during the bidding process to respond to questions posed by the bidders. AECOM will attend the bid opening, review the bids and provide a recommendation for award.

Construction services

AECOM will provide the scope of construction services in accordance with the Request for Proposal. AECOM has assumed that the construction period will be 20 months.

AECOM construction administrative services will include:

- Provide contract administration services during construction, including the generation of as-built drawings and inspection of project construction and progress. Such contract administration services shall include the use of a web or cloud based project management software such as Oracle Primavera Contract Manager or Equal.
- Review and approve contractor pay applications and prepare pay applications according to Ohio Public Works and City forms.
- Monthly progress meetings with the contractor (10 meetings)
- Construction administration consultation with the City
- Review shop drawing submittals (30 Submittals)
- Respond to RFIs (10 RFIs)
- Review and prepare change orders (10 change orders)
- Monthly visit to the site by construction manager
- Field engineer inspection (two, four-hour visits per week for 25 weeks) – assume construction will not occur during the entire 20-month construction period

AECOM will provide Construction Close-out activities which will include the following:

- Prepare and deliver six (6) bound copies and two (2) electronic copies of the Operation and Maintenance Manual for the new systems.
- Assist with start-up
- Provide plant operator training
- Manage the final punch list
- Prepare as-built record drawings incorporating all addenda, corrections, additions, change orders, and deletions

Operation and Maintenance Manual

The existing Rocky River WWTP Operation and Maintenance (O&M) Manual needs to be updated to reflect changes from this project.

Schedule

The following schedule is based on a notice-to-proceed of September 15, 2017 and a construction completion of March 2, 2020. Should the notice-to-proceed be delayed or accelerated the schedule will be adjusted accordingly. AECOM has allowed a two week review period for the City to review and provide comments on the design submittals. AECOM will not continue design during the review periods.

- | | |
|-------------|-----------------------------------|
| • 9/15/2017 | Notice to Proceed |
| • 11/9/2017 | Basis of Design and 30% Submittal |
| • 1/18/2018 | 60% Preliminary Design |
| • 3/15/2018 | 90% Design Review Submittal |
| • 4/13/2018 | Final Design Submittal |
| • 4/13/2018 | Bidding Begins |
| • 3/2/2020 | Construction Completion |

TABLE 1

2017 - 2020 Capital Improvements Project - Rocky River Wastewater Treatment Plant

Labor Category		Sr. PM	PM	Sr. Proj Eng	Sr. Engineer	Sr. A/E Designer	AE Designer II	Sr. Technical Specialist	Technical Specialist	Sr. CADD Drafter	Admin/Tech	Hrs Total	ODCs	Total
Hourly Rate (Average):		\$147.60	\$117.88	\$102.50	\$97.38	\$147.60	\$123.00	\$178.35	\$168.10	\$76.88	\$51.25			
		Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs			
1	Task 1 - Design Services													807
a	Project Kick-off Meeting	4	4	4								12		
b	Field Measurements/Data Collection			8			8					16		
c	Basis of Design T.M.	2	2	8	20	20	8	8	4	4		76		
d	General/Civil Design	2	4	4				2		4		16		
e	Structural Design		10			30		30		20		90		
f	Process Design		10	60						35		105		
g	Electrical/Instrumentation		10			60		30		30		130		
h	HVAC/Mechanical		10			30		10	10	20		80		
i	Plumbing		2			16			8	8		34		
j	Architecture		5				10		12	8		35		
k	Specifications		10	4		10	10	10				44		
l	Opinion of Probable Cost		4	8		4	4		10			30		
m	QA/QC	2	2	4	2			20				30	\$	-
n	30% Submittal		2	4	2					4		12	\$	-
o	60% Submittal		2	4	2					8		16	\$	-
p	90% Submittal		2	4	2					8		16	\$	-
q	Bid Documents		2	4	2					8		16		
r	PTI Application	2	2	4						2		10	\$	15,100
s	Site Visits (2)	4	8	8		4						24	\$	200
t	Design Review Meetings (3)	3	6	6								15		
	SUBTOTAL	19	97	134	30	174	40	110	44	159		807		
	SUBTOTAL Fee (Billing Rate)	\$ 2,804.40	\$ 11,434.36	\$ 13,735.00	\$ 2,921.40	\$ 25,682.40	\$ 4,920.00	\$ 19,618.50	\$ 7,396.40	\$ 12,223.92	\$ -	\$ 100,736.38	\$ 15,300	\$ 116,036.38
2	Task 2 - Bidding Services													75
a	Pre-Bid Meeting/minutes		4	4								8	\$	30
b	Respond to Bidder Questions		12	12			12					36		
c	Addendum (2)	2	8	8								18		
d	Attend Bid Opening		2									2		
e	Review Bids	1	2	4								7		
f	Recommendation of Award Letter	1	1	2								4	\$	30
	SUBTOTAL	4	29	30			12					75		
	SUBTOTAL Fee (Billing Rate)	\$ 590.40	\$ 3,418.52	\$ 3,075.00	\$ -	\$ -	\$ 1,476.00	\$ -	\$ -	\$ -	\$ -	\$ 8,559.92	\$ 60	\$ 8,619.92

TABLE 1

2017 - 2020 Capital Improvements Project - Rocky River Wastewater Treatment Plant

Labor Category Hourly Rate (Average):		Sr. PM \$147.60 Hrs	PM \$117.88 Hrs	Sr. Proj Eng \$102.50 Hrs	Sr. Engineer \$97.38 Hrs	Sr. A/E Designer \$147.60 Hrs	AE Designer II \$123.00 Hrs	Sr. Technical Specialist \$178.35 Hrs	Technical Specialist \$168.10 Hrs	Sr. CADD Drafter \$76.88 Hrs	Admin/Tech \$51.25 Hrs	Hrs Total	ODCs	Total
3	Task 3 - Construction Admin													614
a	Pre-Construction Meeting	3	3		3							9		
b	Resident Inspection 2 visit/week 4 hrs each/25 weeks				200							200		
c	Monthly Progress Meetings (10 meetings)		30	30								60		
d	Construction Administrative Consultation with City (4 hours/month)		40									40		
e	Submittal Review (5 hrs each) (30 submittals)	10	10						10			30		
f	Electrical/Instrumentation (6)		6	6			12					24		
g	Structural (5)		5	5		10						20		
h	Process (5)		5	15								20		
i	HVAC/Mechanical (5)		5	5		10						20		
j	Plumbing (2)		2	2			4					8		
k	Architecture (2)		2	2		4						8		
l	General (5)		5	15								20		
m	Request for Information (10)	5	10	10			5		5			35		
n	Change Requests (10)	5	10	10	5				5			35		
o	Pay Applications (15)		8	8								16		
p	Asbuilt Drawings		5	10	10					15		40		
q	O&M Manual		5	5	5							15		
r	Closeout	2	4	4	4							14		
	SUBTOTAL	25	155	127	227	24	21		20	15		614		
	SUBTOTAL Fee (Billing Rate)	\$ 3,690.00	\$ 18,271.40	\$ 13,017.50	\$ 22,105.26	\$ 3,542.40	\$ 2,583.00	\$ -	\$ 3,362.00	\$ 1,153.20	\$ -	\$ 67,724.76	\$ -	\$ 67,724.76
4	Task 4 - Project Management													44
a	Monthly Meetings	8	8	4								20		
b	Invoices/Monthly Status Report		10	10							4	24		
	SUBTOTAL	8	18	14							4	44		
	SUBTOTAL Fee (Billing Rate)	\$ 1,180.80	\$ 2,121.84	\$ 1,435.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ 4,942.64		\$ 4,942.64
	TOTAL HOURS	56	299	305	257	198	73	110	64	174	4	1540		
	Fee	\$ 8,266	\$ 35,246	\$ 31,263	\$ 25,027	\$ 29,225	\$ 8,979	\$ 19,619	\$ 10,758	\$ 13,377	\$ 205	\$ 181,964	\$ 15,360	\$ 197,324

TABLE 1
RATE SCHEDULE
City of Rocky River
WWTTP Engineering Services
November 5, 2013
HOURLY RATE SCHEDULE

Consulting / Engineering		Proposed Billing Rate '14 & '15
CADD Drafter I		\$ 56.38
CADD Drafter II		\$ 63.55
Sr. CADD Drafter		\$ 76.88
Engineer		\$ 80.98
Sr. Engineer		\$ 90.00
Project Engineer		\$ 97.38
Sr. Project Engineer		\$ 102.50
Project Manager		\$ 117.88
Sr. Project Manager		\$ 147.60
A/E* Technician		\$ 61.50
A/E* Designer I		\$ 102.50
A/E* Designer II		\$ 123.00
Sr. A/E* Designer		\$ 147.60
Construction Manager		\$ 138.38
Sr. Construction Manager		\$ 145.00
Technical Specialist		\$ 168.10
Sr. Technical Specialist		\$ 178.35
Principal		\$ 174.25
Administrative Services		
Administrative Assistant		\$ 51.25
Sr. Administrative Assistant		\$ 57.40
Project Accountant		\$ 93.28

NONSALARY EXPENSES 1.00 times cost
Non-salary expenses include, the cost of printing and reproduction; subcontracts for services such as surveys and subsurface investigations, and testing by commercial laboratories.

*A/E: Architectural, Electrical, Structural, Mechanical Process, I&C Design Discipline designers and engineers.