

ORDINANCE NO. 6-20

FIRST READING: 1-27-20
SECOND READING: 2-10-20
THIRD READING: 2-24-20

BY: DAVID FURRY

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT BETWEEN THE CITY OF ROCKY RIVER AND HAZEN AND SAWYER FOR PROFESSIONAL CONSULTING SANITARY ENGINEERING SERVICES FOR 2020 AND 2021 FOR THE ROCKY RIVER WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$79,200

WHEREAS, The City of Rocky River has determined a need to contract for professionals consulting engineering services for the Rocky River WWTP; and

WHEREAS, the Mayor, the WWTP Management Committee, and the WWTP Superintendent, have determined that it is in the best interest of the participating Cities to continue to use the unique and peculiar services of Hazen and Sawyer as described in the agreement attached as exhibit "A"; and

WHEREAS, included in above said agreement is basic retainer services for the WWTP for the period of January 2020 through December 2021 in an amount not to exceed \$31,200; and

WHEREAS, included in above said agreement is a categorical rate structure for Miscellaneous Engineering Services, which will be utilized for such services in an amount not to exceed \$48,000.

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 of the City of Rocky River is hereby authorized to enter into a agreement with Hazen and Sawyer, 6133 Rockside Road, Suite 203, Independence, OH 44131, in an amount not to exceed \$79,200.

SECTION 2. - That funds for the consulting sanitary engineering services for miscellaneous services shall be paid from the Wastewater Treatment Plant Capital Fund in an amount not to exceed \$48,000.00

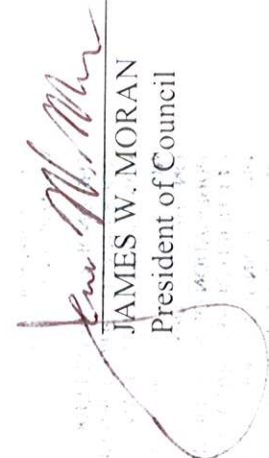
SECTION 3. - That funds for the consulting sanitary engineering services retainer services from January 1, 2020 through December 31, 2021 shall be paid from the Wastewater Treatment Plant Utility Fund in an amount not to exceed \$31,200.

SECTION 4. - 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 services referred to above must be expedited in order to comply with NPDES and funding source 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 next period allowed by law.

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 24th day of February, 2020.

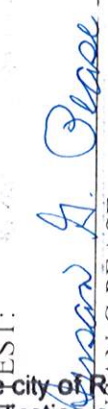

Clerk of Council of the City of Rocky River, Ohio

PASSED: February 24th, 2020


JAMES W. MORAN
President of Council

PRESENTED TO
THE MAYOR: February 24th, 2020

APPROVED: February 24th, 2020


PAMELA E. BOBST
Mayor

City of Rocky River } ss
County of Cuyahoga }

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. 16-20 ADOPTED BY THE COUNCIL OF SAID CITY
ON THE 24th DAY OF February, 2020 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. 16-20

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 24th DAY OF
February, 2020.

Angela G. Dugan
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

SCHEDULE A

SCOPE OF SERVICES

City of Rocky River

20-21 Consulting Engineer

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

Subject to the Contract for Professional Engineering for 20-21 Consulting Engineer Services between the City of Rocky River (OWNER) and Hazen and Sawyer (ENGINEER), the ENGINEER will perform professional engineering services, to serve as OWNER's retained professional engineering representative, and to provide professional engineering consultation and advice on a time and material basis as herein provided.

Section 1. Retainer Services

ENGINEER shall maintain staff of knowledgeable and trained personnel in readiness to serve OWNER with reasonable dispatch. ENGINEER shall provide the following service:

1. Attend a regular monthly work session or conference call, for a total of twenty-four (24) meetings for the two-year period of this Contract.
2. Perform PTI reviews. This is expected to be 5-6 reviews per year.
3. Provide telephone consultation, coordination and assistance as required by the OWNER. It is assumed that the ENGINEER will host two (2) conference calls per month for one (1) hour duration each. Such services shall not include detailed investigation or the extensive involvement of the ENGINEER's staff.
4. ENGINEER will attend two (2) Management Committee Meetings per year as requested by the OWNER
5. ENGINEER shall inform the OWNER of changes and impending changes in regulatory and engineering requirements and in grant programs they are aware of related to OWNER's operations.
6. ENGINEER will notify the OWNER in advance in writing when the scope of work will be beyond the services covered by the time and materials retainer fee.

All services by ENGINEER shall be provided in accordance with this agreement.

Section 2. Miscellaneous Engineering Services

In addition to items listed in Section 1 upon the authorization of the OWNER, the ENGINEER shall perform miscellaneous engineering assignments at the request of the OWNER.

In response to each request for Miscellaneous Engineering Services, ENGINEER shall provide to OWNER an estimate of the cost of completion of the task prior to initiating any work. ENGINEER shall commence work following authorization from OWNER. OWNER and ENGINEER agree that such estimates and

authorizations can be completed verbally when available time and conditions require that procedure. Such verbal authorizations shall be confirmed in writing by ENGINEER subsequent to receipt. Miscellaneous Engineering Services performed under this task will have a not to exceed limit for the two-year period as defined in Schedule B.

Section 3. Additional Services of the Engineer

In addition to items listed in Section 1 and 2 upon the authorization of the OWNER, the ENGINEER shall perform specific assignments including, but not limited to, the following:

1. Perform investigations, studies, and reports relating to engineering matters including fiscal operation and planning studies.
2. Represent the OWNER as its ENGINEER in special meetings with the public, municipal boards and agencies, and other local, state and agencies.
3. Provide field survey services, design services and construction contract administration services.
4. Provide resident project representation services.
5. Serve as an expert witness or testify in any legal proceeding involving the OWNER.

In response to each request for Additional Services, ENGINEER shall provide to OWNER an estimate of the cost of completion of the task prior to initiating any work. ENGINEER shall commence work following authorization from OWNER. OWNER and ENGINEER agree that such estimates and authorizations can be completed verbally when available time and conditions require that procedure. Such verbal authorizations shall be confirmed in writing by ENGINEER subsequent to receipt.

Section 4. Additional Services - Flow Monitoring Management Assistance

ENGINEER shall perform the following tasks related to flow monitoring initiated by OWNER for development of a system-wide collection system model.

The ENGINEER shall work with the 4 participant cities to verify previously selected flow monitoring locations. This includes, but is not limited to, the placement of 20 flow monitors at locations identified in previous Flow and Strength studies. Flow monitors will be installed and operational by March 1, 2020 to allow for ideal monitoring conditions during wet antecedent conditions while capturing the impacts of seasonal variations on inflow and infiltration. Assumed duration of monitoring is 4 months.

- The ENGINEER shall work with the selected flow monitoring vendor to field verify the suitability of flowmeter and rain gauge locations within the collection system. Flowmeters and rain gauges are to be installed by flow monitoring vendor. Anticipated number of flowmeters and rain gauges is 50 and 10, respectively.
- The ENGINEER shall QA/QC the flow data within the first 2 weeks of installation and then monthly, at a minimum, to identify any flow data quality issues. If any flow data quality issues are identified and not a result of a malfunctioning flow monitor, consultant will work with flow monitoring vendor to identify an alternate location for the flow monitor.
- With each review of the flow data the ENGINEER shall perform a flow balance analysis to determine if there are any issues in the system connectivity and/or excessive inflow/infiltration within a sewershed.

- The ENGINEER shall cross reference flow data with any SSO activations during the monitoring period.
- The Consultant shall identify any flow monitor sewersheds under significant seasonal and antecedent influences to help identify if the use of a ground water model for the system-wide collection system model is warranted.

Section 5. Responsibilities of the OWNER

The OWNER shall provide the following assistance in completion of the services of ENGINEER:

1. Provide access to all existing studies, reports, and other available data pertinent to any particular assignment.
2. Arrange for access to and make all provision for the ENGINEER to enter upon public and private property as required for ENGINEER to perform services.
3. Bear all costs incurred incidental to the Agreement.

Section 6. Term of the Agreement

ENGINEER shall provide services for a period from the Notice To Proceed through December 2021. The OWNER may choose to renew this agreement for an additional two (2) year period under the provisions set forth herein, excluding revisions to the ENGINEER's standard Fee Schedule which shall be adjusted annually to reflect ENGINEER's revised annual cost. The ENGINEER shall provide copies of the current Fee Schedule to the OWNER.

Section 7: Miscellaneous

The following provisions shall apply to all services provided by ENGINEER under this contract:

Conflict of Interest: In order to avoid the appearance of or any actual conflict of interest, ENGINEER agrees not to serve any client in the OWNER's service area without the OWNER's knowledge and agreement.

Other Agreements: This agreement does not prevent the execution of other agreements between the OWNER and ENGINEER on specific assignments.

Preparation of RFPs: If the ENGINEER assists in the development of an RFP, it is understood that the ENGINEER will not submit a response for that RFP.

Time of Completion: ENGINEER shall provide services for a period from the Notice To Proceed through December 2021. The OWNER may choose to renew this agreement for an additional two (2) year period. Targeted duration for completion of specific tasks will be coordinated with Owner as tasks are assigned.

SCHEDULE B

COMPENSATION

City of Rocky River

20-21 Consulting Engineer

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Compensation shall be on a not to exceed basis based on the Categorical Rate Schedule and direct expenses with no markup. If subconsultants are used, costs for subconsultants will be billed with a markup of 5% to represent additional liability of **ENGINEER** for those services.

1. For the Basic Retainer Services outlined in Section 1 of Schedule A, there will be a not to exceed fee of fifteen thousand six hundred dollars (\$15,600) per year. The total not to exceed for retainer services for the base contract period will be thirty-one thousand two hundred dollars (\$31,200).
2. For Miscellaneous Engineering Services performed pursuant to Section 2, there will be a not to exceed fee of forty-eight thousand dollars (\$48,000) for the two (2) year period of the agreement.
3. For Additional Services of the Engineer performed pursuant to Section 3, a fee will be based upon the **ENGINEER's** Categorical Rate Schedule and estimated fee proposal or a mutually agreeable Lump Sum Fee.
4. For Additional Services, Flow Monitoring Management Assistance, there will be a not to exceed fee of \$48,990.
5. The Engineers Categorical Rate schedule is attached.
6. In accordance with this agreement and payable with 30 days after invoice.

Hazen and Sawyer Labor Classifications	Categorical Hourly Rate
Project Principal/Quality Control	\$245
Senior Associate and Technical Advisor	\$215
Associate and Project Manager	\$205
Senior Principal Engineer	\$150
Project Engineer	\$115
Administrative	\$73
CAD Designer	\$135

Notes:

1. Rates assume no change in rate structure over 2-year life of contract
2. Additional classifications may be added, depending on the nature of the work performed. If additional classifications are needed, Hazen will request approval of the new classification and associated rate prior to incorporation into project.

SCHEDULE C

ADDITIONAL SERVICES – FLOW MONITORING DATA COMPILATION

City of Rocky River

20-21 Consulting Engineer

The follow scope of work for Additional Services of the Engineer requires separate authorization by the OWNER and will only be performed if requested by the OWNER.

Subject to the Contract for Professional Engineering for 20-21 Consulting Engineer Services between the City of Rocky River (OWNER) and Hazen and Sawyer (ENGINEER), the ENGINEER will perform the following professional engineering services if requested and authorized on a not to exceed basis as herein provided.

Scope of Work

ENGINEER will compile the flow monitoring and rain gauge data for use in the development of the system-wide collection system model. ENGINEER shall prepare a detailed technical memorandum that clearly summarizes and documents all steps related to:

- Flow data QA/QC
- Monthly flow balance
- SSO activations
- Observed seasonal variations

Time of Completion

ENGINEER shall complete services within three months of the completion of the flow metering and all data is collected.

Compensation

OWNER shall pay ENGINEER as full compensation for the services identified under this Schedule at the amount listed below. Compensation shall be on a not to exceed basis based on the Categorical Rate Schedule found in Schedule B and direct expenses with no markup. If subconsultants are used, costs for subconsultants will be billed with a markup of 5% to represent additional liability of ENGINEER for those services. In accordance with this agreement and payable with 30 days after invoice.

- Data Compilation - \$15,476

SCHEDULE D

ADDITIONAL SERVICES – FLOW AND STRENGTH STUDY

City of Rocky River

20-21 Consulting Engineer

The follow scope of work for Additional Services of the Engineer requires separate authorization by the OWNER and will only be performed if requested by the OWNER.

Subject to the Contract for Professional Engineering for 20-21 Consulting Engineer Services between the City of Rocky River (OWNER) and Hazen and Sawyer (ENGINEER), the ENGINEER will perform the following professional engineering services if requested and authorized on a not to exceed basis as herein provided.

Scope of Work

This task includes interpretation of flow monitoring data collected and coordination of wastewater quality sampling. Flow monitoring data will be used in this analysis. In addition, during this time, precipitation will be recorded at up to 10 points throughout the service area. Existing permanent rain gauges will be used to compare the data when available. Quality/strength sampling will be performed by RRWWTP staff at four (4) locations to determine the wastewater strength of the following communities:

1. Rocky River
2. Bay Village
3. Fairview Park
4. Westlake

ENGINEER will coordinate with WWTP Staff on sampling locations to ensure similarity of sampling conditions. OWNER will provide the sampling results to the ENGINEER. ENGINEER will present the results in tabular form including daily flow, wastewater quality and rainfall for these communities.

All wastewater quality-sampling points are located within or near the City of Rocky River Wastewater Treatment Plant. Samples from all the communities except Fairview Park can be isolated. The wastewater strength for Fairview Park will be calculated by comparing the loadings of wastewater constituents from a Rocky River sampling point (including consideration of both flows and concentrations), with the loadings from a sampling point that contained wastewater combined from both communities.

Following the assessment of flows and wastewater strength for each community, an analysis will be made to divide the costs for operating the Rocky River WWTP. Costs will be assigned to the following categories:

1. Preliminary Treatment
2. Primary Clarification and Pumping
3. Secondary Treatment and Clarification
4. Disinfection
5. Sludge Processing and Grease Removal

6. General Supervision and Miscellaneous

The apportionment of each of these costs is the same as used in the previous studies and is based on written agreement between the communities. Each year, each community will be assessed for its portion of the operating budget in accordance with their calculated percentages. These percentages will be determined based on the following parameters:

1. Flow
2. Carbonaceous Biological Oxygen Demand (CBOD)
3. Suspended Solids (SS)
4. Phosphorous
5. Oil and Grease

As completed in previous Flow and Strength studies the allocation of Operation and Maintenance (O&M) costs according to the flow and wastewater strength parameters will be assigned to each of the itemized treatment processes. Combined with the yearly operating budget, a total percentage of these costs will be assessed to each community consistent with the agreement between the communities.

Subtask 1 Review Existing Information and Coordination

- a) Attend a preliminary conference with the City to confirm scope of project.
- b) Review preliminary information, including previous studies, and coordinate sampling locations and dates.

Subtask 2 Monitoring and Data Analysis

- a) Receive data collected weekly from the meter sites and perform a quality control review of the data and suggest modifications if necessary.
- b) Prepare graphs and tables biweekly for flow, depth, velocity, quantity and precipitation.
- c) Meet or have a conference call with the City every two weeks to present results of flow monitoring, wastewater quantity, precipitation, and general progress.
- d) Flow quantities as calculated by both the Continuity and Manning's equations will be plotted simultaneously and compared for consistency. The analysis should also utilize scatter graphs (depth vs Velocity) to verify meter accuracy from both a precision and bias viewpoint and to explain inconsistencies between the Continuity and Manning's flow rates.
- e) To account for differences in rainfall intensity and duration, rainfall needs to be distributed evenly across the study area by adjusting each City's flow rate to determine modified average flow, which will be used for all calculations.
- f) While the Rocky River WWTP laboratory will be performing control charting and calculations, the ENGINEER will review the data provided by the laboratory for accuracy and consistency.

Subtask 3 Summary Report

- a) Upon completion of the monitoring, compile all of the data in a summary report.
- b) As part of the final report, include a cost allocation analysis for the four (4) communities for the operation and maintenance of the Rocky River WWTP.
- c) Provide the City of Rocky River with twenty copies of the Final Report.
- d) Attend Management Committee Meeting and summarize findings.

Responsibilities of the OWNER

The OWNER shall provide the following assistance in addition to the assistance outlined in Attachment A during completion of the services of ENGINEER:

- 1. WWTP staff will install wastewater samplers and collect and analyze samples. Costs for analyses required by outside laboratory will be covered by the Plant.
- 2. Plant staff will collect 24-hour composite samples 5 days per week for the following: CBOD, TSS, and Phosphorus. WWTP Staff will collect grab samples on a weekly basis for Oil and Grease. The data from this analysis will be provided to the consultant via approved email address on a weekly basis.

Time of Completion

ENGINEER shall complete services within three months of the completion of the flow metering and collection of the strength data.

Compensation

OWNER shall pay ENGINEER as full compensation for the services identified under this Schedule at the amount listed below. Compensation shall be on a not to exceed basis based on the Categorical Rate Schedule found in Schedule B and direct expenses with no markup. If subconsultants are used, costs for subconsultants will be billed with a markup of 5% to represent additional liability of ENGINEER for those services. In accordance with this agreement and payable with 30 days after invoice.

- Flow and Strength Study - \$24,598