FIRST READING: 3.15.21
SECOND READING: 3.22.21
THIRD READING: 5.10.21

ORDINANCE NO. 15-21

BY: DAVID W. 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 CEPT AND FINAL CLARIFIER CAPITAL IMPROVEMENT FOR THE ROCKY RIVER WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $2,903,559.00 INCLUDING, AS AUTHORIZED, TASK 400 - CONSTRUCTION ADMINISTRATION SERVICES AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS, The City of Rocky River has determined a need to contract for professional consulting engineering services for the Rocky River WWTP Capital Improvement Project described herein below; and

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

WHEREAS, included in said agreement is Task 100 – Project Management in the amount of One Hundred and One Thousand Seven Hundred and Fifty Nine Dollars and 00/100 Cents ($101,759.00), Task 200 – Preliminary Design in the amount of Three Hundred and Nine Thousand One Hundred and Twenty Five Dollars and 00/100 Cents ($309,125.00), and Task 300 – Detailed Design in the amount of One Million Five Hundred Fifty Eight Thousand Six Hundred and Thirteen Dollars and 00/100 Cents ($1,558,613.00) for a base contract sum in an amount of One Million Nine Hundred Sixty Nine Thousand Four Hundred and Ninety Seven Dollars and 00/100 Cents ($1,969,497.00); and

WHEREAS, upon authorization of the Superintendent, an additional task, Task 400 – Construction Administration Services in the amount of Nine Hundred and Thirty Four Thousand and Sixty Two Dollars and 00/100 Cents ($934,062.00) will be allocated for the sole purpose of Construction Administrative Services, in addition to the base contract, for a total cost not to exceed Two Million Nine Hundred and Three Thousand Dollars Five Hundred and Fifty Nine Dollars and 00/100 ($2,903,559.00), as further described in Exhibit "A".

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 and Safety Service Director are hereby authorized to enter into a contract with Hazen and Sawyer., 6133 Rockside Road, Suite 203, Independence, OH 44131, in an amount not to exceed Two Million Nine Hundred and Three Thousand Dollars Five Hundred and Fifty Nine Dollars and 00/100 ($2,903,559.00) including Nine Hundred and Thirty Four Thousand and Sixty Two Dollars and 00/100 Cents ($934,062.00) for Task – 400 Construction Administration Services, as further described in Exhibit "A".

SECTION 2. That the professional consulting engineering services for all authorized tasks in CEPT and Final Clarifier Projects, 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 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 earliest period allowed by law.

Natymek/S/Ordinances & Resolutions/2021Ord./Hazen

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 12th day of May, 20 21.

Clerk of Council of the City of Rocky River, Ohio

PASSED: May 10th, 2021

JAMES W. MORAN
President of Council

PRESENTED
TO MAYOR: May 10th, 2021

APPROVED: May 10th, 2021

ATTEST:

SUSAN G. PEASE
Clerk 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.

MICHAEL THOMAS, CPA,
Director of Finance

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. 15-21 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 10th DAY OF May, 2021 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. 15-21

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 10th DAY OF May, 2021.

CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

Nakonek/S/Ordinances & Resolutions/2021Ord./Hazen

AGREEMENT
FOR PROFESSIONAL SERVICES

Between

City of Rocky River, City of Westlake, City of Bay Village, City of Fairview Park
(COLLECTIVELY "OWNER")
c/o City of Rocky River
21012 Hilliard Boulevard
Rocky River, OH 44116

And

Hazen and Sawyer

FOR

CEPT and Final Clarifier Improvements

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OWNER: [City of Rocky River, City of Westlake, City of Bay Village, City of Fairview Park]

PROJECT: [CEPT and Final Clarifier Improvements]

AGREEMENT BETWEEN ROCKY RIVER AND HAZEN AND SAWYER FOR PROFESSIONAL SERVICES

This Agreement, dated the _____ day of _____, 20___ is made and entered into between

City of Rocky River, City of Westlake, City of Bay Village, City of Fairview Park

(Owner, hereinafter "**OWNER**")

c/o City of Rocky River

21012 Hilliard Boulevard

Rocky River, Ohio 44116.

and

Hazen and Sawyer (hereinafter "**ENGINEER**")

6133 Rockside Road, Suite 203

Independence, Ohio 44131.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

CEPT and Final Clarifier Improvements Consulting Engineer Services,

(hereinafter "**PROJECT**"); and

WHEREAS, **OWNER** requests **ENGINEER's** services in connection with the **PROJECT**;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

Art. 1 THE AGREEMENT DOCUMENTS

1.1 Included Documents. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.

1.2 Entire Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.3 Modification. **Unless otherwise provided for herein**, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.

Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

2.1 OWNER Responsibilities. In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:

a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.

b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.

c) Following **ENGINEER's** assessment of initially-available **PROJECT** data and upon **ENGINEER's** request, provide or make available such additional **PROJECT** related information and data as is reasonably required to enable **ENGINEER** to complete its services. Such additional information or data includes the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.

d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of

performance of **ENGINEER** services, or any defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.

e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under the Agreement.

f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT

3.1 Commencement. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either: (1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.

3.2 Time for Completion. **ENGINEER** shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Schedules A and/or B. If, through no fault of **ENGINEER**, such periods of time or dates are changed, or the orderly and continuous progress of **ENGINEER's** services is impaired, or **ENGINEER's** services are delayed or suspended, then the time for completion of **ENGINEER**' services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. If **OWNER** authorizes changes in the scope, extent, or character of the **PROJECT**, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER**' compensation, shall be adjusted equitably. **OWNER** shall make decisions and carry out its other responsibilities in a timely manner so as not to delay **ENGINEER's** performance of its services.

Art. 4. PAYMENT AND BILLING

4.1 Payment Amount(s). As compensation for the services to be performed by **ENGINEER**, **OWNER** shall pay **ENGINEER** the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. **OWNER** agrees only to be liable for payment to **ENGINEER** for **ENGINEER's** proper performance of services, as provided for in Schedule B.

4.2 Invoicing and Documentation. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon **ENGINEER's** satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER's** invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER,** at a minimum, shall:

a) accurately describe the services rendered during the invoice period;

b) identify any other authorized expenses incurred hereunder; and

c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.

All invoices and billing documentation shall be sent to **OWNER** at the following address:

City of Rocky River WWTP
Attention: Nicholas Barille
22303 Lake Road
Rocky River, Ohio 44116

4.3 Disputed Invoices. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

4.4 Legislative Actions. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER's** services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.

4.5 Opinions of Probable Construction Cost. **ENGINEER's** opinions of probable construction cost are to be made on the basis of **ENGINEER's** experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because **ENGINEER** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **ENGINEER** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by **ENGINEER**. If **OWNER** requires greater assurance as to probable construction cost, **OWNER** must employ an independent cost estimator.

4.6 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

Art. 5. DATA AND INFORMATION

5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall not rely in any way on any document unless it is in printed form, signed or sealed by **ENGINEER** or one of its consultants.

5.2 **OWNER** may make and retain copies of documents for information and reference in connection with use on the **PROJECT** by **OWNER**. **ENGINEER** grants **OWNER** a limited license to use the documents on the **PROJECT**, extensions of the

PROJECT, and for related uses of the **OWNER**, subject to receipt by **ENGINEER** of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) **OWNER** acknowledges that such documents are not intended or represented to be suitable for use on the **PROJECT** unless completed by **ENGINEER**, or for use or reuse by **OWNER** or others on extensions of the **PROJECT**, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and consultants; and (3) such limited license to **OWNER** shall not create any rights in third parties.

5.3 If **ENGINEER** at **OWNER's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the **PROJECT** or for any other purpose, then **OWNER** shall compensate **ENGINEER** at rates or in an amount to be agreed upon by **OWNER** and **ENGINEER**.

Art. 6. SUBCONTRACTING

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. In the event **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

Art. 7. CONFLICTS OF INTEREST

7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.3 In the event **ENGINEER** is permitted to utilize subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

Art. 8. SUSPENSION OF SERVICES

8.1 By OWNER. **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER.** The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.

Art. 9. TERMINATION

9.1 Termination for Cause by Either Party**.** Either party may terminate this Agreement at any time for cause by giving the other party **fourteen days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **fourteen day** period.

9.2 Termination for Cause by **ENGINEER**. Upon fourteen days written notice if **OWNER** demands that **ENGINEER** furnish or perform services contrary to **ENGINEER**' responsibilities as a licensed professional; or upon fourteen days written notice if **ENGINEER's** services for the **PROJECT** are delayed or suspended for more than 60 days for reasons beyond **ENGINEER's** control, **ENGINEER** may terminate this Agreement. **ENGINEER** shall have no liability to **OWNER** on account of such termination.

9.3 Termination for Convenience. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.

9.4 Payments Upon Termination. In the event of any termination, **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

Art. 10. CHANGES IN THE SERVICES

10.1 Written Change Order**.** **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.

10.2 Equitable Adjustment. If such changes cause an increase or decrease in **ENGINEER's** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. **ENGINEER** shall submit such claim in writing within **30 days** of receipt of said written order.

Art. 11. NOTICES

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

OWNER if mailed by certified or registered mail, postage prepaid to:

City of Rocky River WWTP
Attention: Nicholas Barille
22303 Lake Road
Rocky River, Ohio 44116;

or

ENGINEER if mailed by certified or registered mail, postage prepaid to:

Hazen and Sawyer
Attention: Rosalyn Matthews
6133 Rockside Road, Suite 203
Independence, Ohio 44131.

Art. 12. CLAIMS AND DISPUTES

12.1 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state where the **PROJECT** is located.

12.2 Dispute Resolution Procedure. **OWNER** and **ENGINEER** each hereby waives any rights it may have to a trial by jury of any such litigation. Further, any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.

12.3 Neither **OWNER** nor **ENGINEER** shall be liable to the other for any special, incidental, indirect or consequential damages whatsoever arising out of or relating in any way to this Agreement.

Art. 13. INSURANCE

13.1 ENGINEER Coverage. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.

13.2. Minimum Coverage of **ENGINEER**. **ENGINEER** shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:

(a) Worker's Compensation & Disability Insurance as required by all applicable state and federal laws.

(b) Employer's Liability with limits of **$500,000** each accident, **$500,000** Disease (each employee) and **$500,000** Disease (policy limit).

(c) Comprehensive General Liability with minimum limits of **$1,000,000** per occurrence and **$1,000,000** in the aggregate.

(d) Professional Liability with limits of not less than **$1,000,000**, per claim and **$1,000,000** in the aggregate, insuring the professional liability of **ENGINEER**.

(e) Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **$1,000,000** combined single limit.

(f) Other Insurance Coverage Requirements:
_N/A_____

13.3 Certificates of Insurance. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above. Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.

13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.

13.5 Cancellation, Renewal or Modification. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.

13.6 Failure to Maintain Insurance. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

Art. 14. INDEMNIFICATION

14.1 Indemnification by ENGINEER. To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **OWNER**, and its officers and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, reasonable attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **ENGINEER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.

14.2 Mutual Waiver. To the fullest extent permitted by law, **OWNER** and **ENGINEER** waive against each other, and the other's shareholders, directors, officers, agents and employees, any and all claims for or entitlement to special, incidental, indirect,

or consequential damages arising out of, resulting from, or in any way related to the **PROJECT**.

14.3 This Article 14, Indemnification, shall survive the termination of this Agreement.

14.4 Both parties acknowledge and agree that the foregoing obligations are specific considerations for this Agreement and without such duties and obligations neither party would enter this Agreement.

Art. 15. PERFORMANCE STANDARDS

15.1 Standard of Care. **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER's** services.

15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, **ENGINEER** and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.

15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.

15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

Art. 16. RECORDS

16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.

16.2 **ENGINEER** shall grant access to such records until the expiration of **three years** after final payment under this Agreement.

Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS

17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.

17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until the expiration of **three years** after final payment under this Agreement.

Art. 18. SUCCESSORS AND ASSIGNEES

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

Art. 19. MUTUAL WAIVER OF BREACH AND MATERIALITY

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and **ENGINEER** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Art. 20. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS

20.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.

20.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the

ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

20.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

20.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

20.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Art. 21. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within **seven days** after the finding by the court becomes final.

Art. 22. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Art. 23. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

Art. 24. PROJECT SPECIFIC TERMS

The following additional **PROJECT** specific terms and conditions are:

N/A

Art. 25. COUNTERPARTS

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

Art. 26. APPROVAL

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and is made effective the day and year first above written.

OWNER: CITY OF ROCKY RIVER, CITY OF WESTLAKE, CITY OF BAY VILLAGE, CITY OF FAIRVIEW PARK

By City of Rocky River:

Pamela Bobst Date
Mayor

HAZEN AND SAWYER

By:

W. James Gellner Date
Vice President

Witnessed By:

Nicholas Barille Date
Acting WWTP Superintendent

Rosalyn Matthews Date
Associate

Andrew Bemer Date
Law Director, City of Rocky River

David Matty, Esq. Date
Legal Counsel, Rocky River WWTP

SCHEDULE A

SCOPE OF SERVICES

City of Rocky River WWTP

CEPT and Final Clarifier Improvements

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

See attached Schedule A-1

TIME OF COMPLETION

See attached Schedule A-1

SCHEDULE A-1
SCOPE OF SERVICES

City of Rocky River WWTP
CEPT and Final Clarifier Improvements

INTRODUCTION

Subject to the Contract for Professional Services between the City of Rocky River (OWNER) and Hazen and Sawyer (ENGINEER), the ENGINEER will provide engineering services, including preliminary design, detailed design, and construction phase services to the OWNER for the CEPT and Final Clarifier Improvements at the Rocky River WWTP (PROJECT).

Anticipated improvements for CEPT and Final Clarifier Improvements, include the following:

- Conversion of the Excessive Flow Clarifiers (EFC) to Chemically Enhanced Primary Clarifiers (CEPT).
- New Chlorine Contact Tank (CCT) and chemical feed storage and feed system for CEPT disinfection.
- Improvements to the Final Clarifiers sludge and scum collection mechanisms.
- New chemical storage and feed system for CEPT and existing treatment facility.

The engineering services to be provided by the ENGINEER for the PROJECT are described as follows.

SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT

ENGINEER will provide project management and coordination to maintain the progress on the project and complete the project within the desired schedule. ENGINEER will maintain frequent communication as necessary with OWNER. Services related to project management include the following:

- Prepare a project work plan document to define the project team, lines of communications, deliverables, schedule, and budgeting for internal use in executing the project on schedule and within budget and establishing the contents of the project start-up meeting.
- Plan and participate in a project start-up meeting to confirm project scope, personnel, lines of communication, and schedule.
- Schedule and direct regular coordination meetings with the design team to coordinate project task assignments, action items, and to prepare for monthly progress meetings with the OWNER.
- Schedule and conduct monthly progress meetings with the OWNER. When a month has another project meeting, the monthly progress meeting may occur before or after the project meeting. In addition to reviewing progress at each meeting, review project deliverable status, current schedule, outstanding action items, issues that could impact schedule, project budget status, decisions made, and project enhancements requested. Prepare agenda and meeting materials, direct and document meetings to review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes for review and approval.

- Submit monthly invoices, along with progress summary which conforms to OWNER requirements.
- Perform QA/QC throughout the project consistent with ENGINEER QA Policy Manual and project specific QA/QC plan. Deliverables will undergo QA/QC review prior to submittal to OWNER. QA/QC consistent with industry practice for construction management will also be provided during construction phase services. Budgeted time for QA/QC is included within specific project tasks relating to specific deliverables and activities.

The anticipated schedule for the project is summarize in the table below. ENGINEER will prepare a schedule using Microsoft Project or equal at the beginning of the project which will include specific durations and anticipated dates of major workshops and deliverables. The schedule will be updated on a monthly basis.

Major Activity	App. Task Duration (Months)	Cumulative duration from NTP (months)
NTP / Kickoff Meeting	-	-
Task 200 – Preliminary Engineering	4	4
Task 300 – Detailed Design	10	14
Task 300 – Bidding Assistance	4	18
Task 400 - Construction	25	43
Contract Closeout	1	44

Anticipated project meetings are summarized in the following table:

Task No.	Duration	Meeting Title
100 - Project Management / Coord.	-	Kickoff Meeting As Needed Coordination Calls with Owner
200 – Preliminary Engineering	4 months	Site Visit Evaluation Workshop* Alternative Analysis Preliminary Engineering Report Review Workshop*
300 – Detailed Design	10 months	30% Design Submittal Workshop* 60% Design Submittal Workshop* 90% Design Submittal Workshop* Monthly Progress Meetings (6)
300 – Bidding Assistance	4 months	Pre-Bid Meeting Bid Opening Meeting
NOTES: Includes meetings for design – meetings during construction will be as outlined in Task 400. Approximately half of meetings during design will be held remotely, via conference call. * Monthly progress updates will be given at these workshops		

Anticipated deliverables are summarized in the following table:

Task No.	Deliverable
200 – Preliminary Design	Final Clarifier Alternative Analysis Tech Memo CCT Alternative Evaluation Tech Memo Final Clarifier Alternative Analysis Tech Memo Preliminary Engineering Report
300 – Detailed Design	30% Plans and Preliminary Specification TOC List 60% Plans and Specifications 90% Plans and Specifications 100% Plans and Specifications

Task 300 – PTI Submittal	Submittal of PTI and Follow-up Responses
Task 300 – Funding Assistance	Assist with Loan Forms, Schedule, and Cost
Task 300 – Surveying, Geotechnical, Subsurface, Utility Engineering, Environmental Site Assessments	Reports and testing results for the various task items
Task 300 – Bidding Assistance	Addendum Bid recommendation
NOTES: Includes major deliverables during preliminary and final design. Deliverables during construction are described in Task 400.	

TASK 200 – PRELIMINARY ENGINEERING

Improvements anticipated as part of the preliminary and detailed design effort include the following:

- Conversion of EFCs to CEPT, expanding the WWTP capacity to handle current wet weather flow. Evaluation of odor control will be addressed during the alternative analysis.
- New CCT and chemical storage for disinfection of flow treated by CEPT system. During the Alternative Analysis utilizing one of the four EFCs for a CCT will be evaluated to determine the feasibility.
- Replacement of the Final Clarifier traveling bridge equipment. An alternative analysis will be conducted to evaluate utilizing a more traditional chain and flight system as well as a reciprocating rake system. Evaluation of replacing the scum removal system and sludge wasting pumps will also be evaluated during this phase.
- Structural improvements to address ground water and process water leaks within final clarifier pump gallery.
- New chemical storage and feed system for CEPT. An alternative analysis will be conducted to evaluate the following alternatives related to chemical storage and feed systems:
    - Installation of a new facility (indoors) to contain all chemical feed and storage systems to support the CEPT and associated disinfection process. Existing ferric chloride and disinfection feed and storage systems would remain as-is, without modifications.
    - Installation of a new facility (indoors) to contain CEPT chemical feed and storage systems. Expand the existing Chemical Building to create a central disinfection feed and storage system for the main treatment train and CEPT. Existing ferric chloride feed and storage systems would remain as-is, without modifications.
    - Installation of a new facility (indoors) to contain disinfection chemical feed and storage systems related to CEPT. Expand the existing outdoor ferric chloride tanks and indoor ferric chloride day tank and metering pumps to create a central chemical facility for coagulant and chemical phosphorous removal. Existing disinfection feed and storage systems for the main treatment train would remain as-is, without modifications.
    - Expansion of the existing ferric chloride system (as described in alternative 3) along with expansion of the Chemical Building to create a central disinfection feed and storage system for the main treatment train and CEPT.
- Bench scale testing of chemicals for CEPT operation including disinfection of CEPT effluent flows. Bench scale testing will also be performed to determine the ultimate needed capacity of the CEPT treatment system and CCT. Testing will include up to 2 weeks of testing. Outside laboratory analysis costs by Owner.
- Improvements to address subsidence around perimeter of EFCs.

TASK 200 – PRELIMINARY ENGINEERING REPORT

ENGINEER will refine improvements identified in the Rocky River No Feasible Alternative Analysis and develop a Preliminary Engineering Report (PER)

ENGINEER will perform a site visit after the kickoff meeting. The purpose of the site visit is to visually inspect existing facilities, verify existing equipment condition based on visual inspection, and to familiarize the project team with the project area.

ENGINEER will develop the PER for the recommended improvements. The PER will provide unit process sizing and equipment design criteria, hydraulic improvements, operational changes, electrical supply impacts and level of automation description for the selected improvements. The PER will include:

- Description of the improvements
- Design basis definition for the recommended improvements
- Unit operation sizing/footprints
- Hydraulic profile
- Conceptual layout showing key facilities
- Staffing impacts/ needs
- Construction sequencing plan
- Operational strategy including wet weather solids management plan during CEPT operation
- Opinion of probable construction cost (OPCC)

ENGINEER will submit the draft PER to OWNER for review in PDF format. ENGINEER will schedule and facilitate a workshop approximately one week after the submittal to provide a summary of the PER and to gather comments from OWNER. OWNER review comments and responses will be documented consistent with Hazen's QA/QC policy and incorporated into further revisions to the PER for subsequent design submittals.

TASK 300 – DETAILED DESIGN (30%, 60%, 90%, 100%)

ENGINEER will develop Contract Documents for recommended improvements, consisting of drawings, technical specifications, and front-end documents suitable for solicitation of bids from contractors and construction of improvements.

Revit 3-D facility models will generally be developed for the design and used to produce design drawings. Drawings for facilities with minor modifications may be developed in the latest version of AutoCAD. Drawings will be developed in 22 x 34 full-size drawing format. ENGINEER will provide electronic and pdf drawings for 100% submittals. Approximately 245 drawings are anticipated.

Specifications will be developed in CSI MasterSpec 50 Division format. ENGINEER will develop front-end specifications using previous OWNER projects. Final specifications will be provided in both Word and PDF format.

30 Percent Design

The 30 percent design shall include:

- Site/Civil
  - Preliminary site plan with all existing information (roads, facilities, grading, property boundaries, floodplain, etc.), demolition plans, site layout with yard piping, facilities, and roads
  - List of stormwater and erosion control requirements
- Architectural
  - Code review to establish requirements to meet current codes.
  - Code classifications for existing buildings that have improvements. Coordinate classification and code requirements specific to disciplines and use (chemicals stored, electrical, mechanical, operations, etc.)
  - No drawings in the submittal.
- Structural
  - Code review to establish requirements to meet current codes (design loads, seismic, wind, earth pressures, etc.) for structures to be upgraded.
  - Approximate structure / foundation sizing and layout
  - No drawings in the submittal.
- Process / Mechanical
  - Engineering calculations to size major process equipment.
  - Coordinate acceptable manufacturers with the owner and coordinate with the selected manufacturers
  - Equipment arrangement drawings, limited sections to establish vertical clearances or building impacts, hydraulic profile, process flow diagrams and major piping improvement layouts
  - Coordinate yard piping of major piping across the site
- HVAC / Plumbing
  - Establish ventilation requirements, level of equipment monitoring and alarms above and beyond code requirements (if any), types of systems, equipment preferences
  - Coordination with disciplines for heat loads, R-values and equipment location.
  - No drawings in the submittal
- Electrical
  - Draft one-line diagram
  - Electrical site plan
  - Power company coordination
- Instrumentation
  - Preliminary P&IDs
  - Network architecture

ENGINEER will submit the 30% Design Drawings to OWNER for review. ENGINEER will schedule and facilitate a workshop approximately two weeks after the submittal to provide a summary and to gather comments from OWNER. OWNER review comments and responses will be documented consistent with Hazen's QA/QC policy and incorporated into the design documents.

60 Percent Design

ENGINEER will refine the 30% Design and develop the 60% Design submittal. ENGINEER shall incorporate input from OWNER comments. The 60% Design submittal shall include the following:

- Design drawings:
  - General/civil standard sheets.
  - Cover sheets and location map.
  - Sheet index.
  - Symbols and abbreviations.
  - Overall site plan
  - Enlarged site plans.
  - Process flow diagrams.
  - HVAC/plumbing/fire protection
  - Process/Mechanical: Design development of the process and mechanical plans and sections
  - Structural and Architectural: Design development of building modifications and structural improvements
  - Instrumentation: Process and instrument diagrams (P&ID) shall be developed for each major process component. Standard instrument details shall be included.
  - Electrical: One-line diagrams and overall electrical site plan: standards electrical details and motor control lineup.
- Specifications:
  - Draft process equipment technical specifications.
  - Draft select technical specifications for other divisions (Divisions 2 through 48)
  - Draft Maintenance of Plant Operations (MOPO) specification and drawings to identify timing and constraints for facility shutdowns, tie-ins, etc.

ENGINEER will submit the draft 60% Design Drawings to OWNER for review. Electronic copies of both drawings and specifications will be submitted. ENGINEER will schedule and facilitate a workshop approximately two weeks after the submittal to provide a summary and gather comments from OWNER. OWNER review comments and responses will be documented consistent with Hazen's QA/QC policy and incorporated into the drawings and specifications.

90 Percent Design

Design changes requested by OWNER will be incorporated and design will be advanced from the 60% Design for the 90% Design Submittal.

ENGINEER will submit the draft 90% Design Drawings to OWNER for review. Electronic copies of drawings and specifications will be submitted. ENGINEER will schedule and facilitate a workshop approximately two weeks after the submittal to provide a summary and gather comments from OWNER. OWNER review comments and responses will be documented consistent with Hazen's QA/QC policy and incorporated into the drawings and specifications.

ENGINEER will submit the 90% plans and specifications to the Ohio Environmental Protection Agency for Permit to Install (PTI) review and to Cuyahoga County Building Inspection Department. OWNER will pay all permit submittal review fees.

Final (100 Percent Design)

As part of this task, design changes from 90 percent review will be incorporated and final documents will be prepared.

ENGINEER will submit the draft Final Design Drawings to OWNER for review. Electronic copies of drawings and specifications will be submitted. ENGINEER will schedule and facilitate a workshop approximately two weeks after the submittal to gather comments from OWNER. OWNER review comments and responses will be documented consistent with Hazen's QA/QC policy and incorporated into the final design documents.

Once comments have been incorporated, a final design submittal will be prepared, including engineer seals. The final design documents will be used for solicitation of bids.

Opinion of Probable Construction Cost (OPCC)

ENGINEER shall develop and update the Opinion of Probable Construction Cost (OPCC) during the design. OPCC shall be provided to OWNER at the PER, 30%, 60%, 90%, and 100% design submittals. Estimates will be prepared based on 50 Division format and will be prepared consisted with AACE standards, including industry accepted ranges and contingency which will be decreased as the design is completed.

Bidding Assistance

ENGINEER will provide the following bidding services:

- Prepare advertisement to bidders.
- Copy and distribute Bid Document to interested bidders. This will be coordinated through a local reprographics company blueprint service. Cost for copies will be offset by a non-refundable deposit paid for plans and specifications.
- Respond to all bidder questions
- Prepare addenda required to address bidder questions and issues.
- Attend and facilitate pre-bid meeting.
- Attend bid opening and make recommendation of award to OWNER.
- If necessary, attend management meeting to recommend bid award.

Permitting

ENGINEER will prepare permit submittals required for OEPA Permit to Install (PTI) and Cuyahoga County Building Inspection Department (see 90% Design scope description). It is assumed that OWNER will pay for review fees associated with the submittals. ENGINEER will coordinate and respond to comments provided by regulatory and code agencies and make appropriate changes to plans and specifications.

Funding Assistance

ENGINEER will assist the OWNER with the necessary loan information for DEFA up to 48 hours for assistance pertaining to loan applications, schedule, project cost and other information as requested by the OWNER.

Site Survey, Geotechnical, Subsurface Utility Engineering and Environmental Site Assessment

ENGINEER will subcontract with a registered professional surveyor to develop a site survey for the area of improvements. Scope of survey will be limited to areas where new facilities and grading are necessary for improvements. In areas where existing facilities are being modified within the existing structures, spot checks will be performed.

ENGINEER will subcontract with a geotechnical consultant to perform geotechnical investigation and provide recommendations on foundations, allowable bearing pressures, lateral earth pressures, estimated settlement, presence / absence of rock, suitability of on-site material for structural fill, and seismic parameters for proposed structures. Seven borings, 3 to a depth of 25 feet, 4 to a depth of 31 feet and 2 additional boring to a depth of 35 feet that will become ground water monitoring wells are anticipated, along with associated testing and samples.

ENGINEER will subcontract with a consultant to perform Subsurface Utility Engineering in effort to determine exact location of existing buried utilities within project areas that may be potential conflicts along with the extends of the existing foundation left underground after the demolition of the Carbon Building . Location investigation will be performed, and details provided pertaining to the structures and/or utilities located. Eight "pot holing" locations have been anticipated, along with associated testing and samples.

ENGINEER will subcontract with a consultant to perform Environmental Site Assessments as needed. Currently, it is not anticipated that any Environmental Site Assessments will need to be conducted. However, 2 Environmental Site Assessments of existing buildings have been included and will be conducted on an as needed basis.

TASK 400 – CONSTRUCTION ADMINISTRATION (additional services as requested and authorized by OWNER)

Construction Administration

ENGINEER will provide the following services:

- Develop, maintain, and monitor a project-specific work plan (i.e., Project Management Plan) and coordinate with project personnel.
- Oversee and coordinate office services, field services, project controls, and operational support services.
- Develop and submit monthly invoices to the Owner for services performed under this scope of services. Each invoice will be accompanied by a monthly progress report that will include a summary of work completed since the previous monthly progress report; work anticipated in the upcoming month; scheduled and actual percent completes for major tasks; budget status, including contracted amount, total billed to date, amount remaining, variances in the project budget and/or schedule; list of coordination and information required; list of problems encountered and proposed resolution.
- Attend the Pre-Construction Conference and attendance at construction progress meetings.

Conformed Documents

ENGINEER will assemble and coordinate execution of contract documents and provide "conformed" documents through incorporation of changes made through addenda / RFI responses issued during the bidding phase. ENGINEER will provide up to 5 full-size sets for the contractor and 2 full-size and 2 half-size sets for OWNER of conformed documents. ENGINEER will provide electronic drawings and specifications accompanied by the appropriate release documentation as requested by Contractor and approved by OWNER.

Construction Coordination and Meetings

Pre-Construction Meeting - Upon Contract Award, ENGINEER will coordinate with OWNER and arrange for a pre-construction meeting with the Contractor. The Contractor will be advised of the procedural requirements for execution of the work, organization, line of authority and communication with OWNER, work plan and progress, quality control, shop drawings and other submittals, field operations (pile driving, concrete placement, etc.), cost control, construction contract compliance, and other special administrative issues. Engineer will provide Notice to Proceed (NTP) documentation to the Contractor at the Pre-Construction Meeting.

Monthly Progress Meetings - Monthly progress meetings will be held with the contractor and OWNER to discuss progress, review shop drawings and request for information (RFI) status, and coordinate construction activities. A four-week work plan will be requested from the contractor and discussed prior to the conclusion of each monthly progress meeting. Provide meeting agenda and meeting minutes for all monthly progress meetings.

Monthly Invoices and Progress Reports — Monthly invoices and progress reports will be prepared and submitted to OWNER. Reports will identify any out of scope items and will include status of the budget, number of submittals, RFIs, claims, correspondence, and contractor pay estimates reviewed to date.

Coordination with Plant Staff - ENGINEER will coordinate with the plant operations staff to establish any procedures that facilitate the contractor's access without adverse effect on other projects or plant operation.

Document Control and Submittals Review

Document Management – ENGINEER will d evelop, execute, and maintain a document management system via Procore (or latest construction management software) for Contractor submittals required by the Contract Documents, including but not limited to:

- Schedule of values.
- Initial construction schedules.
- Pay requests.
- Shop drawings and shop drawing re-submittals.
- Preliminary and final vendor operation and maintenance manuals.
- Shutdown or tie-in plans.
- Start-up/testing plans.
- Training materials.

- Spare parts list.
- Field test reports including:
    - soils compaction reports
    - concrete testing reports.
    - pipeline hydrostatic tests.
    - equipment shop tests.
    - equipment field tests.
    - independent electrical testing results.
    - instrument calibration.
    - SCADA tests.
    - loop tests and diagrams.
    - functional tests.
    - Performance tests.

Submittals will be logged in and recorded from the Contractor, distributed to the appropriate ENGINEER team member(s) for review, received back from ENGINEER's reviewer(s), recorded for disposition of review (e.g., approved as submitted, approved as noted, not approved), and returned to the Contractor with appropriate copies to the OWNER and project record files.

ENGINEER will maintain orderly electronic and hard-copy files for correspondence reports of job conferences, shop drawings and sample submission, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents. Electronic files will be turned over to Owner at the end of the project.

Response to RFIs

ENGINEER will provide necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Construction Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents but shall promptly send all such Field Orders to the Owner's representative for their review prior to finalization.

Issuing RFPs and Change Order (CO) Review

ENGINEER will review contract documents to ensure a Request for Proposal (RFP) is warranted. ENGINEER will create RFP documentation to send to contractor when a change in scope outside of the contract is deemed warranted or requested. Create and update ongoing RFP log. Review contactor's proposal for technical content, cost, and schedule prior to recommending acceptance as a Change Order to Owner.

Claims Management

ENGINEER will monitor the project to identify issues early when they can be more easily resolved. Potential issues will be tracked through a computerized database. Contractor claims will be reviewed for entitlement based on contract provisions, supporting documentation, schedule impacts and field observations and records. When entitlement is verified, an independent change estimate will be prepared and reconciled with the contractor's claim, which may require negotiation. ENGINEER will recommend to OWNER whether the claim is valid. Written documentation will be provided to support ENGINEER's recommendation.

Schedule Reviews

After the baseline schedule is established, ENGINEER will monitor progress against the baseline plan, identify potential delays or adverse trends requiring corrective action, identify upcoming interfaces that will require OWNER's action, and verify that schedule revisions meet contract requirements. ENGINEER will verify that the monthly construction schedule portrays both the work and progress accurately and without bias. Schedule review commences with the contractor's baseline schedule, to confirm that the schedule will be suitable for effective progress monitoring. Monthly reports will be provided to OWNER to indicate the current construction status and identify actions that would enhance or impact the project's cost or schedule. ENGINEER will also utilize the progress schedule to review and analyze any contractor delay claims or requests for time extensions and will recommend an appropriate resolution.

Progress Payments

At project inception, ENGINEER will review the contractor's proposed detailed cost breakdown (DCB) to confirm that they reasonably reflect anticipated costs. On a monthly basis, ENGINEER will work with OWNER to independently review the project's schedule status and construction work in place, to develop a progress payment recommendation based on the value of work completed. ENGINEER will also ensure Project CPM Schedule approval and that Contractor has updated as-builts prior to monthly progress payment approval.

Equipment Operation and Maintenance Manuals

ENGINEER will review vendor equipment operation and maintenance manuals to verify compliance with the requirements stated in the Contract Documents such as complete information in connection with assembly, operation, lubrication, adjustment, wiring diagrams and schematics, maintenance, and repair, including detailed parts lists with drawings or photographs identifying the parts. ENGINEER will verify that final copies of all operation and maintenance manuals are provided to the OWNER, including digital and hard copies.

Resident Project Representative

ENGINEER will provide a part-time Resident Project Representative (RPR) to monitor progress and conduct on-site observations of the contractor's work to determine if the work generally conforms to the construction Contract Documents including:

- Attend pre-construction conference.
- Serve as ENGINEER's construction liaison with the Contractor, working principally through the ENGINEER's Construction Manager and aid in interpreting the Contract Documents.
- Assist in obtaining from OWNER's staff additional details or information at the job site.
- Advise ENGINEER's Construction Manager and the OWNER before scheduled major tests, inspections or start of important phases of construction.
- Verify that operation and maintenance procedures are available to the OWNER before equipment start-up and operator training is conducted by the Contractor as required by the Contract Documents and in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the outcome of these inspections in the daily reports.
- Review the Contractor's work and reject and/or request correction of any work which will not produce a completed project that conforms to the Contract Documents.
- Develop Non-Compliance Notices (NCN) for work that does not comply with the contract.
- Maintain orderly files of all job-related correspondence and documents on site.
- Maintain familiarity and compliance with Maintenance of Plant Operations (MOPO) through coordination with the contractor.
- Review monthly pay application.
- Review monthly schedule updates.
- Monitor as-built drawing updates.
- Document activities in Daily Field Reports with photos in electronic approved format including:
  - description of daily work performed and locations.
  - number of contractor's work force.
  - equipment utilized.
  - materials delivered and materials installed.
  - testing performed.
  - non-conforming work.
  - synopsis of disputes.
  - review Time and Materials (T&M) sheets including personnel hours, equipment and materials utilized, as required.
  - daily weather conditions and precipitation.
- Observe and oversee testing/inspections including:
  - concrete placement.
  - rebar.
  - compaction.
  - backfill.
  - continuity and fall potential associated with grounding ring.
  - wiring continuity and megger testing.
  - dry film/wet film thickness testing for field painting.
  - hydrostatic pipe testing.
  - special inspections per code requirements.
- Observe loop test and I&C checkout prior to startup.

- Oversee equipment manufacturer review of equipment installation prior to startup.
- Ensure equipment manufacturer's installation report is generated.
- Witness and document all equipment start-up, performance testing, and reliability demonstrations and alerting Construction Manager in advance of testing and startup activity dates.
- Coordinate any vendor supplied equipment training with OWNER. Ensure video documentation of training.
- Coordinate as-needed field observation and services with discipline Engineers.
- Log spare parts furnished by the Contractor prior to transmitting to the OWNER.
- Review and verify daily equipment and personnel on site and verify time and materials quantities.
- Develop meeting agendas and meeting minutes for progress meetings.

Additional Observation and Services

Depending on availability of OWNER personnel and specific construction activities, additional on-site observation and services will be provided. 200 hours were budgeted for these services. Services will be provided on an as-needed basis and shall include periodic observation, witness testing and Special Inspections of process/mechanical, structural, architectural, electrical, instrumentation and HVAC items, including but not limited to the following:

- Process/mechanical inspections by design engineers of complex unit process equipment installations.
- Structural inspection of water-bearing structures.
- Architectural inspection of buildings.
- HVAC installations.
- Electrical inspections of raceway installations, major electrical equipment installations, major cable installations, electrical testing and startup, and troubleshooting.
- Instrumentation inspections of field installations, factory testing, field testing, witnessing of loop testing, witnessing of functional testing and final acceptance testing.

Construction Materials Testing

Materials testing during construction will be subcontracted through CONTRACTOR and not included with ENGINEER's scope/fee. Testing will include gradation and proctor information for selected samples of backfill material, compaction testing of selected subgrade, backfill and asphalt paving locations, concrete material testing, concrete cylinder strength testing, and masonry mortar cube strength testing (if required). ENGINEER will review and confirm acceptance of testing results based on the contract requirements. A copy of the test results will be provided to the OWNER as part of the recordkeeping associated with the construction project.

Startup Assistance and Training

ENGINEER will review the CONTRACTOR's Startup Plan and verify that contractor complies with the construction sequencing, constraints and coordination requirements that must be followed to maintain the facility in operation. The major construction activities, their

predecessor activities, and restrictions (such as when shutdowns can take place) that are critical to maintaining continuous facility operation will be reviewed by the ENGINEER for conformance with the Contract Documents. ENGINEER will provide startup assistance and training services for the new system which is supplemental to manufacturer's training on new equipment. Services will include:

- Manufacturer's Training – Review and approve the training agenda on new equipment and systems by the manufacturer/supplier for OWNER O&M staff to correctly maintain and operate the equipment. ENGINEER will verify that manufacturer's training is delivered.
- Systems Startup and Testing Assistance - ENGINEER will provide start-up assistance prior to, during, and after startup of each major system. This assistance shall include review, coordination, and oversight of the contractor's startup plan. ENGINEER has assumed three major startup periods during construction, during which ENGINEER will assist in operating tests to ensure conformance and verify that all equipment and systems operate and perform as designed. Prior to conducting the operating performance test, ENGINEER will review the contractor's testing plan and provide comments to the contractor and OWNER for review. Following completion of the operations performance test, ENGINEER will submit a testing report to OWNER.
- ENGINEER shall provide system training for new processes and equipment up to 100 hours. ENGINEER shall provide two 8-hour days of training. Manufacturer's training is specific to each individual piece of equipment. ENGINEER will provide instruction to OWNER's personnel on the operation of major systems involving multiple pieces of equipment. This training will be focused on information for the new facilities and equipment included in the O&M manual (described above). Training format will be determined during construction and with input from OWNER. ENGINEER will prepare content in PowerPoint and training will also include field demonstrations for some unit process areas. ENGINEER shall prepare draft content for OWNER review prior to training and will provide contact hours for OEPA operating continuing education.
- ENGINEER shall revise the OWNER's O&M manual to reflect the improvements implemented as part of the project. ENGINEER shall follow the format of the existing O&M manual for updating content. The O&M manual will cover operational basics, intended operation of the processes, start-up, shutdown, monitoring, alarm situations, troubleshooting procedures, alternate operating modes, and special process safety considerations. A summary of vendor-supplied equipment operation and maintenance information will be incorporated into the manual.

Substantial and Final Completion Review

Upon substantial completion of the Work (or each component of the Work with a separate completion date or substantial completion date), ENGINEER will perform the following: (1) conduct inspection(s) to develop the "punch list" and determine if the Work is substantially complete; (2) if necessary, act as mediator between the OWNER and Contractor to develop an agreed punch list; and (3) conduct a final inspection to determine if the completed Work (or

component of the Work) is in compliance with the punch list, contractor's "as-built" drawing markups, shop drawings and specifications. Once ENGINEER determines that Work is substantially complete, recommend payment and issue certificate of substantial completion (subject to any conditions identified ENGINEER shall also review, all necessary documents, including but not limited to, lien waivers, Contractor's final affidavit, close-out change order, and final payment application, warranty letters from Contractor, subcontractor and equipment suppliers, as applicable.

Record Drawings

ENGINEER will take the as-built copy of the construction drawings that have been maintained at the Field Office by the contractor to create Record Drawings for the project. These drawings will be prepared within sixty (60) days of the date of receipt based on contractor record drawings and associated documentation of the OWNER and ENGINEER. Up to three full-sized copies of record drawings will be provided to OWNER, along with an electronic copy of all drawings in (AutoCAD, Revit, PDF) format acceptable to OWNER.

Construction Phase Services Assumptions

The construction phase services, and field observations scope and effort are based on the following assumptions:

- The OWNER will contract with a single, prime contractor for construction of the improvements (not multiple prime contractors).
- The construction phase effort, including monthly progress meetings, engineering and field observations is based on the planned construction schedule and duration of 24 months, included 22 months to substantial completion and 2 additional months to final completion.
- Field observation is based on 3120 hours of resident project representative time, spread over 18 months.
- Schedule for field observation personnel will be adjusted to minimize overtime. If overtime or additional hours are necessitated by contractor schedule acceleration, costs will be charged to the contractor according to the construction Contract requirements.
- OWNER will provide additional project observers as needed for times when ENGINEER is not on site for as-needed observation. Project observers will provide documentation consistent with RPR reporting to ENGINEER for project files and documentation of work. ENGINEER will provide forms and instructions to OWNER.
- Fee is based on review / evaluation of up to 6 change orders due to unforeseen conditions and/or OWNER requested changes.
- Fee is based on review of up to 200 shop drawings (including 25% resubmittals and O&M manuals) and up to 50 requests for information. If additional re-submittals for shop drawings are necessary, costs associated with additional review will be charged to the contractor according to the construction Contract requirements.

- The cost for any additional engineering services, which result from extraordinary contractor acceleration, any contract time extensions, changed conditions, or OWNER/contractor-initiated substitutions/proposals above the number included herein, will be provided through an amendment to ENGINEER's Contract.
- Fee estimate for as-needed observation and services in addition to full-time RPR is based on 200 hours of additional involvement during construction. ENGINEER and OWNER will coordinate as-need observation hours based on available budget.
- A total of 100 hours of startup assistance by ENGINEER is included in fee proposal. This includes as needed on-site assistance for startup and testing of major systems during the construction sequence and as-needed assistance after successful startup.
- Copies of all submittals will be provided by the contractor.
- All surveying required during construction will be provided by the contractor.
- "As-built" Contract Documents will be provided to OWNER based on contractor supplied information. ENGINEER will not be responsible for verifying as-built drawings to field conditions.
- Updates to the plant Arc-flash and short circuit analysis required for the new improvements will be performed by Contractor.

SCHEDULE B

COMPENSATION

City of Rocky River WWTP

CEPT and Final Clarifier Improvements

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Compensation shall be on a not-to-exceed basis / fixed-price lump sum basis. See Schedule B-1 for detailed breakdown of cost.

TASK NAME	AMOUNT
Task 100 – Project Management	$101,759
Task 200 – Preliminary Design	$309,125
Task 300 – Detailed Design	$1,558,613
Task 400 – Construction Administrative Service (as authorized)	$934,062
TOTAL	**$2,903,559**

SCHEDULE B-1
COMPENSATION

Rocky River WWTP
CEPT and Final Clarifiers Improvements
Draft Detailed Tasks / Fee Summary
Revised 10/09/2020

Hazen Office Multiplier	3.2
Hazen Field Multiplier	2.6

	Hours	Total Labor Cost	Expenses	Total Fee	
Task 100 - Project Management and Administration				**$ 101,759**	**Total Task 100**
Project Kickoff Meeting	16	$ 3,635	$ 100	$ 3,735	
Project Management Plan	16	$ 3,348	$ -	$ 3,348	
Project Management	335	$ 68,102	$ -	$ 68,102	
Monthly Updates - Sched., Registers, and Logs (Design)	28	$ 6,153	$ 1,000	$ 7,153	
Coordination Calls During Design (20)	44	$ 10,404	$ -	$ 10,404	
Monthly Invoices and Status Reports (30)	56	$ 8,918	$ 100	$ 9,018	
Total Hours Task 100	**495**				
Task 200 - Preliminary Engineering				**$ 309,125**	**Total Task 200**
Site Visits	82	$ 15,095	$ 1,000	$ 16,095	
Review Existing Data / Final Design Criteria	36	$ 6,672	$ -	$ 6,672	
Final Clarifier/Flow Equalization Piping Modifications	32	$ 5,956	$ -	$ 5,956	
Final Clarifier Design	42	$ 7,318	$ -	$ 7,318	
CEPT Design	68	$ 11,890	$ -	$ 11,890	
Chemical Feed Building Design	62	$ 10,969	$ -	$ 10,969	
Chemical Feed System Design	44	$ 8,034	$ -	$ 8,034	
CCT Design	72	$ 12,945	$ -	$ 12,945	
Construction Sequencing	29	$ 4,916	$ -	$ 4,916	
Evaluation Workshops (1)	24	$ 5,179	$ -	$ 5,179	
Basis of Design Memorandum	212	$ 39,267	$ 500	$ 39,767	
BODM Workshop	18	$ 4,116	$ 250	$ 4,366	
BODM QA/QC	24	$ 6,516	$ -	$ 6,516	
CEPT Alternate Analysis	272	$ 52,476	$ 1,500	$ 53,976	
Chemical Feed Alternative Analysis	300	$ 57,748	$ 2,500	$ 60,248	
Final Clarifier Alternative Analysis	180	$ 32,806	$ -	$ 32,806	
Bench Top Testing	117	$ 21,471	$ -	$ 21,471	
Total Hours Task 200	**1614**				
Task 300 - Detailed Design				**$ 1,558,613**	**Total Task 300**
Detailed Design					
Develop 30% Drawings / Specifications	2454	$ 433,503	$ 500	$ 434,003	
Develop 50% Drawings / Specifications	2119	$ 370,865	$ 500	$ 371,365	
Develop 90% Drawings / Specifications	1614	$ 277,721	$ 500	$ 278,221	
Develop 100% Drawings / Specifications	1002	$ 174,042	$ 500	$ 174,542	
Front-End Specs/Bid Form Development	733	$ 134,408	$ -	$ 134,408	
Submittal Review Workshops (3 total)	97	$ 19,590	$ -	$ 19,590	
Design Monthly Progress Meetings (8)	64	$ 13,549	$ 1,000	$ 14,549	
Design QA/QC	64	$ 13,972	$ -	$ 13,972	
Cost Estimates (30,60,90,100)	202	$ 37,713	$ -	$ 37,713	
Bidding Assistance	36	$ 5,804	$ -	$ 5,804	
Permitting Assistance	46	$ 7,755	$ -	$ 7,755	
Funding Assistance	48	$ 9,128	$ -	$ 9,128	
Field Survey	60	$ 11,517	$ -	$ 11,517	
Geotechnical Investigation	96	$ 18,401	$ -	$ 18,401	
SUE	84	$ 16,296	$ -	$ 16,296	
Environmental Site Assessment	57	$ 11,347	$ -	$ 11,347	
Total Hours Task 300	**8776**				
Task 400 - Construction Administration Services (as authorized)				**$ 934,062**	**Total Task 400**
Construction Administration	395	$ 70,431	$ -	$ 70,431	
Conformed Documents	92	$ 13,892	$ -	$ 13,892	
Construction Coordination and Meetings (20)	132	$ 26,452	$ 1,200	$ 27,652	
Document Control / Submittal Review (200)	1411	$ 229,837	$ 1,000	$ 230,837	
RFI Review / Response (50)	340	$ 58,526	$ -	$ 58,526	
RFP /Change Order Review (6)	96	$ 19,455	$ -	$ 19,455	
RPR (full-time 18 month calendar duration - 3120 max hours)	3120	$ 404,539	$ -	$ 404,539	
Additional Observations / Site Visits (200 hours)	200	$ 25,932	$ 500	$ 26,432	
CEPT/FC Punch List and Verification	166	$ 30,173	$ -	$ 30,173	
Startup Assistance (100 hours)	100	$ 20,380	$ -	$ 20,380	
Record Drawings	193	$ 31,244	$ 500	$ 31,744	
Total Hours Task 400	**6245**				
TOTALS	**17130**	**$ 2,890,409**	**$ 13,150**	**$ 2,903,559**	

TASK SUMMARY				
Task	Total Hours	Labor	Expenses	Total Fee
Task 100 - Project Management and Administration	495	$ 100,559	$ 1,200	$ 101,759
Task 200 - Preliminary Engineering Report	1614	$ 303,375	$ 5,750	$ 309,125
Task 300 - Detailed Design	8776	$ 1,555,613	$ 3,000	$ 1,558,613
Task 400 - Construction Administration Services	6245	$ 930,862	$ 3,200	$ 934,062
Totals	17130	$ 2,890,409	$ 13,150	$ 2,903,559

CONSULTANT LABOR FEE BREAKDOWN	LABOR
Hazen and Sawyer	$ 1,969,948
Brown and Caldwell	$ 872,763
GPD Group	$ 47,698
Labor Total	$ 2,890,409

EXPENSES / DIRECT COSTS	
Mileage (miles)	$2,300
Reproduction / Postage (lump sum)	$5,000
Travel (lump sum)	$5,850
Expense Total	$13,150

GRAND TOTAL FEE $ 2,903,559