

RESOLUTION NO. 2017-65

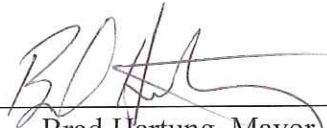
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH POGGEMEYER DESIGN GROUP FOR THE PROVISION OF ENGINEERING SERVICES RELATIVE TO THE DEVELOPMENT OF A HARMFUL ALGAL BLOOM GENERAL PLAN IN AN AMOUNT NOT TO EXCEED TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$24,750.00)**

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

**SECTION 1.** That the Council of the City of Huron authorizes and directs the City Manager to accept the proposal and enter into an agreement with Poggemeyer Design Group for the provision of engineering services relative to the development of a Harmful Algal Bloom General Plan, as required by OEPA, in an amount not to exceed Twenty Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$24,750.00); which shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

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

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

  
\_\_\_\_\_  
Brad Hartung, Mayor

ATTEST:   
\_\_\_\_\_  
Clerk of Council

ADOPTED:     AUG 22 2017

August 9, 2017

Mr. Jason Gibboney  
Water Superintendent  
City of Huron  
10 Waterworks Drive  
Huron, Ohio 44839

Re: Harmful Algae Bloom Water Treatment Plant General Plan  
Huron, Ohio  
PDG Proposal No. 258000-00160

Dear Mr. Gibboney:

As requested, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for review and execution. PDG proposes to provide professional engineering services to assist the City of Huron, Ohio (Owner) with the development of a Harmful Algae Bloom Water Treatment Plant General Plan (hereinafter referred to as the "project") as required by Ohio EPA.

The City shall be responsible for providing all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of those as described in Exhibit C.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services which our firm will provide, please contact this office as soon as possible.

PDG will complete these services within the required 120 days following the second microcystin detection in your raw water. This assumes receipt of pertinent existing data and water quality information and execution of this agreement within the next 30 days. It is understood that the General Plan must be completed and submitted to Ohio EPA within 120 day of the trigger events.

The fee for providing these basic services is a time and expense fee based on PDG's current hourly rate schedule with a maximum fee of \$24,750, including reimbursables.

If work activities are required which are not included in the basic services described above, PDG can provide these based on its current hourly rate schedule.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified above.

Mr. Jason Gibboney  
August 9, 2017  
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If there are delays beyond one (1) month from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

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

This letter contract, with Exhibits A (2 pages), B (1 page), and C (2 pages), represents the entire agreement between PDG and the City in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the City in writing.

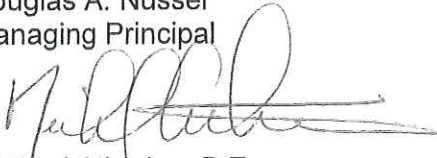
If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.



Douglas A. Nusser  
Managing Principal



Michael Atherine, P.E.  
Sr. Managing Principal

Enclosure

Accepted this 23<sup>rd</sup> day of August, 2017 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: \_\_\_\_\_

Printed Name: Andrew D. White

Title: City Manager

## EXHIBIT A

### 1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

### 2. **REUSE OF DOCUMENTS**

Drawings and Specifications are instruments of service and are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER's use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others provided the ARCHITECT/ENGINEER is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.

Any reuse without written verification or adaptation by the ARCHITECT/ENGINEER for other than the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER.

### 3. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by ARCHITECT/ENGINEER or ARCHITECT/ENGINEER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; obtaining bids or proposals from Contractor(s); toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents; pictures, stakes, monuments, and similar Project-related items.

### 4. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, ARCHITECT/ENGINEER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

**5. SUCCESSORS AND ASSIGNS**

OWNER and ARCHITECT/ENGINEER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and ARCHITECT/ENGINEER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent ARCHITECT/ENGINEER from employing such independent professional associates and consultants as ARCHITECT/ENGINEER may deem appropriate to assist in the performance of services hereunder.

**6. HAZARDOUS WASTE AND ASBESTOS INDEMNIFICATION CLAUSE**

In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this Agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the performance of the work related to hazardous waste or asbestos activities.

The above indemnification provision extends to claims against ARCHITECT/ENGINEER which arise out of, are related to, are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into atmosphere or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

**7. SALES TAX ON ENGINEERING DRAWINGS AND PLANS**

OWNER states that the objects of this contract are to obtain ARCHITECT/ENGINEER's professional expertise and skill, as well as ARCHITECT/ENGINEER's professional consultation. OWNER and ARCHITECT/ENGINEER agree that all drawings and plans are an inconsequential portion of the transaction with a reasonable value allocable to those drawings and plans of no more than ten percent of the total compensation earned under this Agreement (estimated cost of the plans and drawings materials including reproduction costs). OWNER and ARCHITECT/ENGINEER each believes that this contract is not taxable under the Ohio sales or use tax laws. However, if a sales tax or use tax should be assessed, then payment of the tax shall be the OWNER's responsibility.

**8. LIMITATION OF LIABILITY CLAUSE**

The ARCHITECT/ENGINEER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.

**EXHIBIT B**

1. **CERTIFICATE OF OWNER'S ATTORNEY**

I, Laura E. Alkire, the undersigned, duly authorized and acting legal representative of the City of Huron, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: August 23, 2017 Seal:

Signed: \_\_\_\_\_

Title: Law Director

2. **CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, Catherine Ramey, Clerk/Auditor of the City of Huron hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: August 23, 2017 Seal:

Signed: \_\_\_\_\_

Title: Finance Director



## EXHIBIT C

### **WATER TREATMENT PLANT ANALYSIS AND GENERAL PLAN FOR TOXIC HARMFUL ALGAE BLOOMS (HABs) CITY OF HURON, OHIO SCOPE OF SERVICES**

Pursuant to your request, Poggemeyer Design Group, Inc. (PDG) would propose to provide the following study-related services to evaluate the City's Water Treatment Facility for Toxic HABs Removal. The General Plan will identify and recommend improvements necessary to provide microcystin removal for levels up to 100 ppb in the raw water and contingent operating possibilities for high levels of microcystin. Our Scope of Services is listed as follows:

#### **Water Treatment Facility Analysis and General Plan**

- Our initial step would involve meeting with the water superintendent and other water treatment plant staff to discuss the Scope of Services and to collect existing water quality data as it pertains to HABs.
- During the meeting with designated City officials as listed previously, we will discuss and seek input as to the current treatment, process, and its ability to remove HABs and how the treatment plant will be impacted by future regulations.
- Review any available recent information pertaining to Harmful Algal Blooms for the Huron Water Treatment Plant and performance with the cyanotoxins observed.
- Based on current accepted water quality standards for microcystins and projected water needs, develop alternatives, if determined necessary to provide additional levels of treatment. Alternatives to be evaluated are listed as follows:
  - Additional pretreatment basins
  - Installation of Tube Settlers
  - Additional Powdered Activated Carbon (PAC) Feed
  - Granular Activated Carbon - GAC
  - Ozone
  - Membranes

Note: All proposed improvements will be based on a thorough evaluation of the existing water treatment process and water quality data. We will review available treatment technologies for removal of microcystin contaminant levels of up to 100 ppb will need to be treated.

- Each feasible design alternative for HABs treatment would include a listing of equipment with estimated detailed construction costs with project costs, and would also address operational issues.

- Meet with designated City officials and water treatment staff to review and discuss treatment alternatives and implementation issues.
- Revise documents per designated City officials' and water treatment staff's comments and propose a recommended design alternative for improvements.
- Develop a summary of financing options available to the City to include a listing of potential funding sources and probable rate schedules. Funding programs to be evaluated include, but not limited to, the following:
  - OPWC Grants and Loans
  - Ohio Water Development Authority (OWDA) Planning and Construction Loans
  - Ohio EPA WSRLA (DEFA)
  - Ohio EPA WSRLA 0% Loan HAB Funding
- The Water Treatment Facility Analysis General Plan would include a written narrative with exhibits and would be submitted in a draft form for the designated City officials' and water treatment superintendent's review and comments before the final document is completed.
- Upon final revision and approval, copies of the study will be furnished to designated City officials and water superintendent.
- Attend a meeting with Council, if requested, to make a formal presentation as it relates to the findings from the General Plan.

### **Fee Summary**

We propose to complete the above-referenced Scope of Services on a time and expense basis with a not to exceed fee of \$24,750. Included in this fee are all labor, materials, travel, photocopying, and all other project costs as outlined in this proposal.