

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 22-2016

INTRODUCED BY: Dan Schneider

DATE PASSED: December 15, 2016

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES INC. TO CONDUCT A STUDY AND PREPARE A WASTEWATER COLLECTION AND TREATMENT SYSTEM PRELIMINARY ENGINEERING REPORT

WHEREAS, the Village sought requests for qualifications from engineering firms experienced with wastewater projects to conduct a study and prepare a wastewater collection and treatment system preliminary engineering report; and

WHEREAS, proposals were received, the applicants were scored, and the top three rated firms were granted site visits and interviews; and

WHEREAS, Stantec Consulting Services Inc. received the top score after the interview process, and the Village and Stantec were able to reach an understanding with respect to the price and scope of services for the project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. That Council hereby and herein authorizes the Mayor and Fiscal Officer to enter into the attached Agreement, or an agreement substantially similar thereto, with Stantec Consulting Services Inc. to conduct a study and prepare the wastewater collection and treatment system preliminary engineering report specified therein.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that the Village desires to commence the within project and obtain the information regarding possible wastewater system solutions and funding sources as soon as possible, and therefore, this Resolution shall take immediate effect upon its passage.

SECTION 4. Effective Date. This Resolution shall take effect on the 15 day of December, 2016.

RESOLUTION 22-2016
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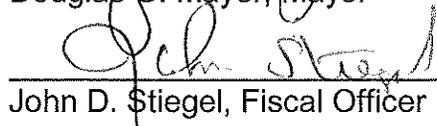
IN WITNESS WHEREOF, we have hereunto set our hands this 12 day
of December, 2016.

Passed:



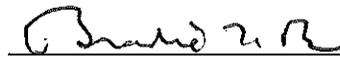
Douglas G. Mayer, Mayor

Attest:



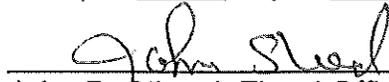
John D. Stiegel, Fiscal Officer

Approved as to Legal Form.



Bradric T. Bryan, Solicitor

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County,
Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of
the Village of Peninsula, at a meeting held on the 10 day of December, 2016.



John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County,
Ohio, hereby certify that there is no newspaper published in the Municipality, and
publication of the foregoing Resolution was made by posting true and accurate copies
thereof at five of the most public places in the Village as previously determined by
Council, each for a period of at least fifteen days, commencing on the 19 day of
December, 2016, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



John D. Stiegel, Fiscal Officer

AGREEMENT

THIS AGREEMENT is entered into this 12 day of December, 2016 by and between the Village of Peninsula ("Village" or "Peninsula"), an Ohio municipal corporation, which address is 1282 Main Street, P.O. Box 177, Peninsula, Ohio 44264, and Stantec Consulting Services Inc. ("Stantec"), a New York corporation, which local address is 3700 Park East Drive, Suite 200, Beachwood, Ohio 44122. Peninsula and Stantec are sometimes referred to hereinafter collectively as "the Parties."

WHEREAS, the Village wishes to retain Stantec and Stantec wishes to be retained by the Village to conduct and prepare a preliminary engineering study and report on the subject of providing a reliable, desirable, and cost effective centralized sanitary sewer collection and treatment system or systems to defined portions of the Village, as is set forth in the Scope of Services that is attached hereto (the "Project"); and

WHEREAS, Stantec warrants that it is specially trained, experienced, and competent to perform the services outlined in the attached Scope of Services.

NOW THEREFORE, the Parties hereby agree as follows:

1. Scope of Services. Stantec shall, at its own cost and expense, provide and perform all of the services described in the Scope of Services that is attached hereto and incorporated herein by reference. All work shall be performed to customarily accepted professional standards, and the Study and Preliminary Engineering Report shall be performed and prepared according to USDA Rural Utilities Service Standards and Specifications for Preliminary Engineering Reports for Water and Wastewater Program pursuant to USDA Bulletin 1980-2.

2. Time for Completion of Work. All work shall be completed no later than June 30, 2017, provided, however, that extensions of time may be granted in writing by Peninsula upon the authorization of the Peninsula Council, which said extensions of time, if any, may be granted for reasons attributable to inclement weather, acts of God, or for other cause determined in the discretion of Council to be good and sufficient cause for such extension.

3. Compensation. In return for performing the work specified in the Scope of Services, Stantec shall be paid an amount not to exceed \$51,684.35 as set forth in the Schedule of Fees and Charges contained in the Scope of Services. Additional public meetings requested by the Village in writing beyond those specified in the Scope of Services and Schedule of Fees and Charges requiring the presence of a Stantec representative or representatives shall be billed at an additional fee of \$175 per man hour. Stantec's compensation shall be based upon actual services performed at the rates set forth for each task in the Scope of Services and Schedule of Fees and Charges.

4. Invoices. At the conclusion of each month, Stantec shall submit to the Village an invoice detailing all services performed and work accomplished under this Agreement in the prior month, including the number of hours of work performed, the personnel involved, and the

tasks completed, as such tasks are set forth in the Scope of Services and included Schedule of Fees and Charges. Upon request of the Village, Stantec shall provide sufficient documents or information evidencing the completion of the work set forth in the invoice. Invoices submitted pursuant to this paragraph will be paid by the Village within forty days of their receipt by the Village. Notwithstanding other payment terms contained in this paragraph, the Village shall not be required to pay more than ninety percent of the total fee for the Project (\$46,515.92) until after the entire Project set forth in the Scope of Services is completed.

5. Ownership of Documents, Information, and Report. All documents, information, and reports (collectively "Work Product") prepared by Stantec in connection with this Project shall be the property of the Village upon full payment of all monies owed to Stantec. The Village agrees that all Work Product provided to the Village by Stantec is for the use of the Village only. Stantec shall not have any liability to any person or entity that obtains the Work Product from or through the Village.

6. Non-Assignment and No Subcontracting of Agreement. Because this Agreement is intended to secure the specialized services of Stantec, Stantec may not assign, transfer, or delegate any task of this Project to any other person or entity without the prior written consent of the Village. Unless otherwise set forth in the Scope of Services, Stantec shall perform the work contemplated by this Agreement with resources available within its own organization, and no portion of the work shall be subcontracted without written authorization from the Village.

7. Enforceability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

8. Applicable Law and Venue. This Agreement and the validity, enforceability, and interpretation of any of its terms shall be determined and governed by the laws of the State of Ohio, and any action pertaining to this Agreement shall be heard by a court of competent jurisdiction in Summit County, Ohio.

9. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given if delivered by hand; mailed by registered mail, certified mail, or overnight mail, return receipt requested; or emailed to the appropriate party at the following address (or such other address for a party as shall be specified by notice pursuant hereto):

If to Peninsula, to: Village of Peninsula Administrative Clerk
1282 Main Street
P.O. Box 177
Peninsula, Ohio 44264
Phone: 330.657.2151
Email: admin@villageofpeninsula-oh.gov

With copy to:

Bradric Bryan, Solicitor, Village of Peninsula
Goodwin & Bryan, LLP
22050 Mastick Road
Fairview Park, Ohio 44126
Phone: 440.686.9000
Email: bbryan@gbs-llp.com

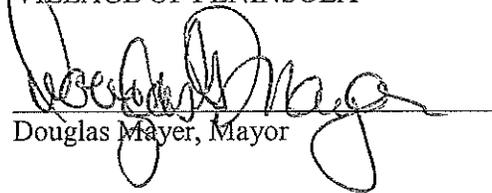
If to Stantec, to:

David McCallops, Senior Project Manager
Stantec Consulting Services Inc.
3700 Park East Drive, Suite 200
Beachwood, Ohio 44122
Phone: 216.454.2159
Email: dave.mccallops@stantec.com

10. Binding Effect; Entire Agreement. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the Parties, and no changes hereto shall be binding unless in writing, signed by both of the Parties.

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below.

12/12/14
Date

VILLAGE OF PENINSULA

Douglas Mayer, Mayor

STANTEC CONSULTING SERVICES INC.

Date

By: _____

Print Name: _____

Title: _____



**VILLAGE OF PENINSULA
WASTEWATER COLLECTION AND TREATMENT SYSTEM PROJECT AND
PRELIMINARY ENGINEERING REPORT
PROPOSED SCOPE OF SERVICES**

BACKGROUND & PROJECT DESCRIPTION

The Village of Peninsula is a charming and quaint community located along the Cuyahoga River in Summit County and is surrounded by the Cuyahoga Valley National Park. The village has a population of approximately 565 people based on the 2010 census. Currently, buildings are served by on-site septic systems. The Ohio EPA has documented failures of these systems due to age, poor soil conditions, and small lot sizes. The Village understands the failures of some property owners to adequately manage their wastewater and they want to control their own "destiny" so they have decided to take a proactive approach and develop a plan for corrective action.

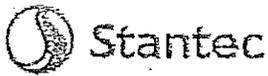
The primary purpose of this project is to undergo a study to determine the most reliable and cost effective way to provide central sanitary sewer and treatment service for defined portions of the Village. In addition to addressing concerns of failed on-site systems, central sewers provide the benefits of improved water quality and protection of human health. Also, central sewer service can increase property values and provide opportunities for economic development. Ultimately, there is a need for a collection system and treatment process that is affordable for the property owners, while minimizing operation and maintenance costs.

The following is the proposed scope of services based on our understanding of the project through the Request for Proposal, our proposal submission and information obtained during our presentation to the Wastewater RFQ Evaluation Committee. The Study and Preliminary Engineering Report shall be performed and prepared according to USDA Rural Utilities Service Standards and Specifications for Preliminary Engineering Reports for Water and Wastewater Program pursuant to USDA Bulletin 1980-2.

SCOPE OF SERVICES:

1. Upon notification of award and notice to proceed, Stantec will schedule a project kick off meeting with the Village. The goals of this meeting are:
 - a. Introduce key team members and their primary responsibilities;
 - b. Discuss communication protocol and the role of the Village staff and the Village Wastewater Advisory Committee;
 - c. Discuss possible options for the public outreach process;
 - d. Review project goals, key issues, data requirements, and schedule;
 - e. Discuss mapping availability and needs;
 - f. Discuss preliminary funding strategy/strategies, applications and income surveys and preparing funding applications;
 - g. Identify preliminary Village system preferences;

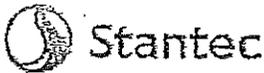
3700 Park East Drive
Suite 200
Beachwood, OH 44122



Following the Ohio EPA meeting to find out the possible effluent limits and any limitations that might be imposed on the options for treatment and collection, we will coordinate and meet with potential supporters and stakeholders of the ultimate project. We have identified the following entities that we should meet for this study: the Village's major commercial and institutional stakeholders, United States National Park Service, Congressional Representatives that serve Northeast Ohio, the Summit County Department of Sanitary Sewer Services (DSSS) and the Northeast Ohio Regional Sewer District (NEORS) as NEORS appears to be identified as the local unit of government that is the designated management agency for the Village under Section 208 of the Federal Clean Water Act. In other words, any sanitary treatment improvements by the Village may be required to be coordinated and approved by NEORS. If that proves to be the case, we would suggest modifying the 208 boundary to relieve the Village of that requirement.

6. The impact of installing a new sanitary collection system and the siting of the wastewater treatment plant or plants will require investigation of the possible federal, state and local permits that might be required for the installation and operation of a collection system and treatment plant. We will identify the permits that might be required depending on the alternative selected. Permits could include, but not be limited to, an Ohio EPA Permit to Install (PTI), an OEPA Notice of Intent (NOI), a stormwater permit through the County, a Section 404 U.S. Army Corps of Engineers permit and an OEPA Section 401 Water Quality Certification.
7. Given the anticipated depths of the new sanitary sewer and the possibility of rock impacting the use of a gravity or pressure sewer system, we will use ODNR Bedrock maps, ODNR soil survey maps and county health department well logs to get a better understanding of the soil conditions in the proposed service areas.
If it's possible, we would like to use Village services to perform 2 or 3 test digs in the service areas on either side of the Cuyahoga River. While soil borings were considered, we believe the bedrock and soil survey maps, along with water well logs and the test digs will provide adequate information for this stage of the project. In subsequent steps of the planning and design process soil borings will be prudent once the alignment and wastewater treatment plant location(s) has been decided.
8. With the information gathered from the previous steps, Stantec will develop alternatives that take into account possible stakeholders, the anticipated effluent limits, existing ground conditions, availability of land, funding sources and operations. The objective is to identify alternatives that are affordable, reliable and sustainable to operate. At a minimum, Stantec will consider and evaluate the types of collection and treatment systems identified in Attachment A of the Village's RFQ for this Project.
9. Once the alternatives have been developed, reviewed and approved by the Village, the next step in the process is to invite the public to weigh in on the alternatives. Feedback from the public participation process will lead to a refinement of the alternatives for the Village's consideration.
10. With the alternatives refined, we would establish tentative capital, operational and maintenance costs for each of the alternatives. The tentative costs would allow the development of the approximate monthly sewer bill for the typical sewer users. Since there is no historical data to assist, we would use industry accepted water usage rates to establish the "typical sewer user" for the Village.

3700 Park East Drive
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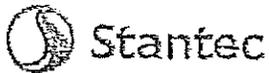
11. With refined alternatives and tentative operation costs and sewer rates, a preferred alternative for the sanitary collection system and sewage treatment solution would be identified after the alternatives were presented to the Village for review and subsequent approval.
12. The preferred alternative will be highlighted in a report that outlines the process and the steps taken to reach the conclusions drawn that will allow the Village to proceed with a collection and treatment system for the identified service area. In addition, estimated project costs will be included for the selected alternative. As a project cost, it will include the probable cost of construction along with "soft costs" such as legal, engineering, land acquisition and administrative costs associated with the completion of such a project.
The report submission would be a two-step process with first a draft report for review by the Village followed by a final report that addresses comments received on the draft. The final report will include 10 copies in a bound hard copy format along with a PDF version so additional copies can be made at the Village's discretion. The report will follow the United States Department of Agriculture Rural Development (USDA-RD) format which is widely recognized by funding agencies and should ease the review process for the agencies.
13. As noted in the proposal, the report will not only discuss the process that lead to the selected alternative, but it will also outline the "next steps" in the development of a sanitary collection and treatment system for the Village.

MEETINGS

The following meetings/site visits are anticipated for this project:

- Kick-Off Meeting – Discuss Gathering Existing Data
- One meeting with RCAP and the Village to discuss the Income Survey Process
- One Public Meeting to discuss the Project and the Income Survey Process
- One meeting with OEPA
- Separate meetings with DSSS, NEORSD, the National Park Service, the Village's major commercial and institutional stakeholders, Northeast Ohio Four County Regional Planning and Development Organization (NEFCO) and Congressional Representatives that serve Northeast Ohio.
- One meeting with the Ohio Small Communities Environmental Infrastructure Group (SCEIG).
- One meeting with the Village to discuss various Alternative Options available and select the desired options for presentation to the residents.
- One Public Meeting with the residents to discuss the alternatives and the impact each would have on the Village
- One meeting with the Village to determine preferred alternative for collection and treatment.
- Following the submission of the draft report, one meeting to discuss review comments and questions the Village may have with the draft report.
- Two site visits
- One additional "as-needed" meeting with the Village.

3700 Park East Drive
Suite 200
Beachwood, OH 44122



A fee of \$175 per man hour shall be charged for any additional public meetings requested by the Village in writing that require the presence of Stantec representatives in addition to those meetings referenced in this section. Stantec shall schedule all meetings in conjunction with a representative designated by the Village and invite the Village's representative to attend all meetings with outside entities.

ASSUMPTIONS

- Stantec will identify required easements or land acquisition, but will not develop plat exhibits or boundary legal descriptions for the anticipated acquisitions.
- The Village will assist in the distribution and collection of the income surveys.
- Drilling, sampling or testing of any contaminated soils is not included in this proposed scope of services.
- Our proposed fee is an hourly, not to exceed fee that can only be adjusted based on written approval from the Village.
- The Village shall provide all existing records, documents, permits, correspondence and any data required for use on the project.
- The Village will provide Stantec staff access (consent), and assistance if needed, to enter upon public and private property as required for the performance of the Work.

SCHEDULE

Stantec will provide the Village of Peninsula a schedule of proposed activities within ten (10) days of being authorized to begin work on the project. At this time it is anticipated that the study will require approximately 6 months to complete.

FEE PROPOSAL

The following is our proposed fee to perform the scope of services noted above.

Proposed Fee: \$51,684.35

Village of Peninsula - Wastewater Collection and Treatment System Project
Schedule of Fees & Charges: Static
 Date: 1/17/2011
 Prepared by: DOM

TASKS	Percent & CADD Hours	Project Manager Hours	Project Engineer Hours	Technical Advisor for Funding Hours	Technical Advisor for WWTTP Submittals Hours	Director of Project Estimate Hours	CADD Hours	Environmental Science Hours	Asst. Asst. Hours	Total Hours	Total Cost
Item 1 - Project Meetings & Public Presentations											
Kick-Off Meeting	0	3	3	0	0	0	0	0	0	6	\$272.85
KCAP & Village Income Survey Process	0	3	3	0	0	0	0	0	0	6	\$1,322.00
Public Meeting to Discuss the Project & Income Survey Process	0	3	3	0	0	0	0	0	0	6	\$1,025.00
CEAs	0	3	3	0	0	0	0	0	0	6	\$1,200.00
Summit County IDSS	0	2	2	0	0	0	0	0	0	4	\$225.00
NECADSD	0	2	2	0	0	0	0	0	0	4	\$201.00
National Park Service	0	2	2	0	0	0	0	0	0	4	\$201.00
New Village Commercial & Industrial Businesses	0	2	2	0	0	0	0	0	0	4	\$201.00
Northwest One Four County Planning Organization (NEFCO)	0	2	2	0	0	0	0	0	0	4	\$201.00
Comprehensive Management Strategy (CMS)	0	2	2	0	0	0	0	0	0	4	\$201.00
One Third Communities Environment and Structure Group (SCEG)	0	2	2	0	0	0	0	0	0	4	\$201.00
Village Staff to Select Alternatives for Public Discussion	0	2	2	0	0	0	0	0	0	4	\$201.00
Public Meeting to Discuss Alternatives & Village Impacts	0	3	3	0	0	0	0	0	0	6	\$254.00
Village Staff to Determine Preferred WWTTP & Collection Alternatives	0	3	3	0	0	0	0	0	0	6	\$1,025.00
Village Staff to Discuss One Third Report Review Comments	0	2	2	0	0	0	0	0	0	4	\$1,435.00
2-Bid Items	0	2	2	0	0	0	0	0	0	4	\$201.00
One Third Report Meeting with Village Staff	0	2	2	0	0	0	0	0	0	4	\$201.00
Hours Subtotal	0	30	30	0	0	0	0	0	0	60	\$1,822.00
Item 2 - Data Gathering & Review	0	0	45	30	22	0	0	0	0	97	\$18,437.00
Site Topography - County GIS Data Base	0	1	2	0	0	0	0	0	0	3	\$402.41
Priority Data for Design of WWTTP & Collection System	0	1	2	0	0	0	0	0	0	3	\$402.41
Groundwater & Recovery Stream Data	0	1	2	0	0	0	0	0	0	3	\$402.41
Background Airside Data	0	1	2	0	0	0	0	0	0	3	\$402.41
DOCK Studies & Self Compliance Mapping & Coordinate Test Data	0	1	2	0	0	0	0	0	0	3	\$402.41
Environmental Agency Assessments	0	1	2	0	0	0	0	0	0	3	\$402.41
Population and Demographic Information	0	1	2	0	0	0	0	0	0	3	\$402.41
Compliance Assessment for Potential Land Acquisition and Funding Options and Funding Sources	0	2	4	0	0	0	0	0	0	6	\$1,170.00
Hours Subtotal	0	10	20	0	0	0	0	0	0	30	\$3,612.00
Item 3 - Income Survey Strategy & Execution	0	0	0	0	0	0	0	0	0	0	\$0.00
Coordinate Income Survey with RCAP	0	1	0	0	0	0	0	0	0	1	\$187.41
Coordinate & Execute Public Education Campaign with Village	0	1	2	0	0	0	0	0	0	3	\$402.41
Review Income Survey Data and Review Funding Options & Sources	0	1	1	0	0	0	0	0	0	2	\$270.00
Verify Funding Agency Schedules and Requirements	0	1	0	0	0	0	0	0	0	1	\$120.00
Hours Subtotal	0	4	3	0	0	0	0	0	0	7	\$1,279.82
Item 4 - Federal, State & Local Permits	0	0	0	0	0	0	0	0	0	0	\$0.00
USACE Section 401 & DEPA Section 401 Permit	0	1	0	0	0	0	0	0	0	1	\$200.00
Investigate & Identify other Federal, State & Local Permits	0	1	2	0	0	0	0	0	0	3	\$300.00
Hours Subtotal	0	2	2	0	0	0	0	0	0	4	\$500.00
Item 5 - Develop Alternatives	0	0	0	0	0	0	0	0	0	0	\$0.00
Conduct Up to 3 Alternatives Wastewater Treatment Options	0	2	8	0	12	0	0	0	0	22	\$2,312.00
Develop Up to 3 Alternative Collection Options	0	2	8	0	12	0	0	0	0	22	\$2,312.00
Review Alternatives (Including Public Meetings)	0	2	8	0	12	0	0	0	0	22	\$2,312.00
Hours Subtotal	0	6	24	0	24	0	0	0	0	54	\$5,736.00
Item 6 - Cost Estimate & Rate Development	0	0	0	0	0	0	0	0	0	0	\$0.00
Establish Preliminary General Cost Estimates	0	2	8	0	12	0	0	0	0	22	\$2,312.00
Establish Operation and Maintenance Costs	0	2	8	0	12	0	0	0	0	22	\$2,312.00
Develop Tentative Final Rate & Identify "Start-Up" Costs	0	2	8	0	12	0	0	0	0	22	\$2,312.00
Preparation of Alternatives Presented to the Village Staff for Approval	0	2	8	0	12	0	0	0	0	22	\$2,312.00
Hours Subtotal	0	8	32	0	48	0	0	0	0	88	\$9,256.00
Item 7 - Project Report	0	0	0	0	0	0	0	0	0	0	\$0.00
Draft Report	0	4	16	0	24	0	0	0	0	44	\$4,640.00
Final Report	0	4	16	0	24	0	0	0	0	44	\$4,640.00
Hours Subtotal	0	8	32	0	48	0	0	0	0	88	\$9,280.00
Grand Total	0	18	125	30	22	0	0	0	0	195	\$36,212.00

Direct Costs	Unit Cost	Quantity	Units	Total
Change	\$2.00	300	Change	\$600.00
Printing	\$1.00	700	Page	\$700.00
				\$1,300.00

Direct Labor Total	Other Direct Costs	Total Fees
\$22,556.00	\$1,477.42	\$24,033.42