

Avon Lake Board of Municipal Utilities

AGENDA

For

Tuesday

June 28, 2016

6:30 PM

1. Call to Order
2. General Matters
 - A. Approve Minutes
 - B. Public Speakers (*3 minutes each*)
 - C. Correspondence
3. Expenditures
4. Construction Administration / Resident Project Representative Services
5. Walker Road Water Main Replacement Project – Phase 2
6. Plant Operator 12-Hour Shift
7. Informational Items
 - A. Reports/Updates
 - 1) Revisions to Regulations
 - 2) Storage Improvement Project
 - 3) Elevated Storage
 - 4) Mull/Norman
 - 5) Employee Anniversaries
 - 6) Chairman/Committee/Member Reports
 - B. Miscellaneous
8. Public Speakers
9. Executive Session re: Employee Matters
10. Adjourn

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**

From: **Rick Eberle**

Subject: **Agenda Items – June 28, 2016**

Date: **June 24, 2016**

Item 4: Construction Administration / Resident Project Representative Services

Staff has gone back to CDM Smith with the concerns the Board expressed at their last meeting and have made the requested revisions. Most specifically, the section on "Additional Services" has been eliminated in anticipation that all needed CA/RPR services are included in the attached. In addition, several minor changes have been made in Exhibit B per the Law Director's review. Mr. Ed St. John with CDM Smith will be at the meeting should there still be questions or concerns.

Recommended motion:

I move to authorize the CUE to execute Amendment 8 with CDM Smith for Construction Administration and Resident Project Representative services for the Water Pollution Control Center Plant Improvement Project for up to \$2,300,000, which includes an approximate 8% contingency for out-of-scope services the CUE deems necessary for the project.

Item 5: Walker Road Water Main Replacement Project – Phase 2 – Award Contract

Bids were opened on June 9th for Phase 2 of the Walker Road Water Main Replacement Project. This phase includes replacement of over 10,000 feet of aging waterline and includes three parts: Part A, from the Sheffield Lake line to just east of the coal pile tracks; Part B, starts at the end of Phase I just east of Jaycox and goes east to the Lear Road widening main replacement; Part C, just east of the Giant Eagle drive east to the Bay Village line. The engineer's estimate for the project was \$3,225,548.29 and the low bidder was Underground Utilities, Inc. at \$2,769,940.80, which includes an \$18,105.00 line item for enclosing the ditch between Jaycox and Marbrook Lane as requested by Public Works.

Recommended motion:

I move the Walker Road Water Main Replacement Project – Phase 2 be awarded to the low bidder, Underground Utilities, Inc. in the amount of \$2,769,940.80

Item 6: Plant Operator 12-Hour Shift

Currently the 24/7 operations staff at both the water and wastewater plants works a rotating (3) 8-hour shift. Many other operations with a 24-hour coverage have moved to a 12-hour shift to ease the burden of the three shift time adjustment. In order to accommodate the 12-hour shift, management has been working with the Union on a Letter of Understanding that, for the basis of overtime, in lieu of an 8-hour shift an 80-hour pay period will be used. It further establishes that if an operator requests time off for a shift, the accumulated time off (vacation, sick time, etc.) shall be charged on the basis of 12 hours. With the Letter of Understanding there will be no net gain or loss in compensation or benefits.

Recommended motion:

I move to accept the proposed Plant Operator 12-Hour Shift Letter of Understanding and to allow its implementation until the end of the current agreement on June 30, 2017.

Item 7A1: Revisions to Regulations

With both the Wastewater Plant Manager and CUE out of the office the week of June 20th, the proposed revisions will be presented at the Board's next meeting.

Item 7A2: Storage Improvement Project

Work is progressing on the 60" and 48" waterline and electrical duct bank installations in Lake Road that forced the road closure, the clearwell is nearing completion, the pump station building is progressing, and the new emergency generator has been delivered.

Item 7A3: Elevated Storage

The base for the new tank is scheduled to be completed on June 28th. This involves a single pour of 750 cubic yards of concrete over a 15-hour time period. First Energy is scheduled to install the power the first week of July.

Item 7A4: Mull/Norman

The water service switchover will be completed the week of June 27 and sanitary and storm laterals will then be installed. The project is ahead of schedule.

Item 7A5: Employee Anniversaries

WPCC Operator Joshua Spinks and WFP Operator Adam Sisson complete their one-year probationary periods on June 29, 2016 and July 13, 2016, respectively. Per the recommendations of their supervisors and concurrence of management, they will become permanent employees and receive the requisite step increases effective on their anniversary dates.

Item 9: Executive Session

Recommended motion:

In accordance with ORC 121.22 (G)(1) the Board will adjourn to executive session to discuss employee matters.

Board of Municipal Utilities
Regular Meeting Minutes
June 7, 2016
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:30 PM.

Present: Mr. Dzwonczyk, Mr. Rush, Mr. Rickey, Mr. Berner and Ms. Schnabel.

Also present: Chief Utilities Executive Danielson, Chief of Utility Operations Eberle, WPCC Manager Baytos, Mayor Zilka, Councilmember Fenderbosch.

Approve Minutes

Chairman Dzwonczyk presented the minutes of the May 17, 2016 meeting and with no changes, additions or corrections noted, ordered the minutes to stand and be distributed as presented.

Public Speakers – None.

Correspondence – Thank-you letters from Troy’s fifth grade participants in Avon Lake Regional Water’s Water Warrior program were presented for the Board’s information. The current water quality report, which will be distributed to customers, was also presented for the Board’s information.

Expenditures

Following review of expenses dated June 7, 2016 for funds and amounts as follows, Mr. Rush moved, Mr. Rickey seconded, that all be approved and paid per budget:

Water Fund 701	\$	256,167.62
Wastewater Fund 721	\$	259,333.93
MOR Fund 703 ETL1	\$	140,024.23
MOR Fund 762 ETL2	\$	280,283.51
LORCO Fund 749	\$	934.89
Water Constr (704)	\$	143,220.00
WW Constr (724)	\$	33,705.00

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Lateral Loan Program

Following the Board's approval of the conceptual framework for the Lateral Loan Program, staff has been working with the Law Director and OWDA to develop a loan agreement. With the Board's authorization, the CUE will work with the Finance Director to create the Lateral Loan Fund.

The program would provide a 10-year loan of up to \$4,000 to customers wanting to separate laterals. Customers would be required to pay a simple, 2% interest rate to secure the funds and would repay it as part of water and wastewater bills. The program would complement the Lateral Separation Program that provides \$1,000 in wastewater rate rebates over a 10-year period for customers that separate their laterals.

Mr. Dzwonczyk moved and Mr. Berner seconded to authorize the Lateral Loan Program, using a loan agreement substantially similar to the agreement attached.

Furthermore, Mr. Dzwonczyk moved and Mr. Berner seconded to:

1. Establish a Lateral Loan Fund,
2. Appropriate \$200,000 to the Trunk Sanitary Sewer Fund Budget,
3. Advance \$200,000 from the Trunk Sanitary Sewer Fund Budget to the newly created Lateral Loan Fund, and
4. Appropriate \$200,000 to the Lateral Loan Fund Budget.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Revisions to Regulations

An in depth discussion took place in response to staff's recommendation to update the Regulations of Avon Lake Regional Water. Because Avon Lake's Sewer Use Ordinance is part of the Regulations of Avon Lake Regional Water, the Regulations must be periodically reviewed by Ohio EPA. The Board decided to table a motion until further information can be provided to the Board.

Construction Administration/Resident Project Representative Services

After extensive discussions between the Board and staff, the Board has requested CUE Danielson to meet with CDM Smith and discuss modifications to the amendment. No motion was made.

Chemical Optimization Study

Discussion on the Chemical Optimization Study was tabled until a later date. No motion was made.

Reports/Updates

Lake Road Closure: In order to install several water lines under Lake Road in association with the Storage Improvements Project, Lake Road will be closed for up to 60 days beginning June 14, 2016. The official detour will be from east to west Abbe Road, to Colorado Road, to Interstate 90, to Route 83. Avon Lake residents will be able to drive on several other roads to drive around the detour.

Chairman/Committee/Members Reports

Chairman Dzwonczyk reported that Mr. Rush, Ms. Schnabel and Mr. Dzwonczyk represented the Board at the Memorial Day Parade.

Chairman Dzwonczyk reported he will be attending the Sewer Committee meeting on Thursday June 9th, 2016.

Mr. Rickey reported he will be attending a LORCO board meeting on Thursday June 9th, 2016.

Mr. Rush reported the HR Committee Meeting forwarded to council by 3 to 1 vote the pay ranges.

Ms. Schnabel reported she will be unable to attend the Environmental Committee meeting Wednesday June 8th, 2016.

CUE Report

CUE Danielson reported on our Algae preparedness as well as our plans to help reduce algae in Lake Erie, per Chairman Dzwonczyk's request.

CUE Danielson reported on the progress of the Elyria interconnection, per Mr. Rickey's request.

Miscellaneous

CUE Danielson reported on the various measures Avon Lake Regional Water is employing to either prepare for or respond to harmful algal blooms.

Adjourn

As there was no further business, Mr. Rush moved, Mrs. Schnabel seconded, that the meeting adjourn at 8:32 PM.

Ayes: Dzwonczyk, Bemmer, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Approved June 21, 2016

John G. Dzwonczyk, Chairman

Todd A. Danielson, Clerk

**Avon Lake Municipal Utilities
Water Fund 701 Expenses**

June 28, 2016

Name	Amount	Memo	Account
Jun 21, 16			
1. Water Employees	77,508.83	Salaries P/R #13 5/30/16-6/12/16	701 5-180 7-102-...
2. Water Employees	4,519.29	Part Time P/R #13 5/30/16-6/12/16	701 5-180 7-105-...
3. Board of Municipal Utilities	1,541.67	June 2016 Board Salaries - RRE	701 5-180 7-105-...
4. Water Employees	6,327.43	Overtime P/R #13 5/30/16-6/12/16	701 5-180 7-106-...
5. Ester, Leslie	20.00	2 Employee Meal Allowances- RRE	701 5-180 7-200-...
6. Mosher, Gregory	30.00	3 Employee Meal Allowances - LS	701 5-180 7-200-...
7. Bruce, Lindsey	10.00	1 Employee Meal Allowance-LS	701 5-180 7-200-...
8. Workers Compensation	18,479.10	BWC 2015 Payment	701 5-180 7-201-...
9. Medical Mutual of Ohio	31,542.40	Hospitaliation - July 2016	701 5-180 7-203-...
10. Medical Mutual of Ohio	986.20	Medical Mutual Payment 5/27/16	701 5-180 7-203-...
11. Medical Mutual of Ohio	556.29	Medical Mutual Payment 6/7/16	701 5-180 7-203-...
12. Medical Mutual of Ohio	1,246.96	Medical Mutual Payment 6/14/16	701 5-180 7-203-...
13. Medical Mutual of Ohio	-1,835.00	Med MUT Contrib P/R #12 5/29/16	701 5-180 7-203-...
14. Medical Mutual of Ohio	-1,965.95	Reclassify Employees from WA to SW	701 5-180 7-203-...
15. Medical Mutual of Ohio	437.52	Medical Mutual Payment 06/21/16	701 5-180 7-203-...
16. Medical Mutual of Ohio	2,298.24	Med Mutual Opt-Out P/# #13	701 5-180 7-203-...
17. Medical Mutual of Ohio	-1,835.00	Med Mut Emp Contrib P/R #13	701 5-180 7-203-...
18. Medical Mutual of Ohio	75.60	Group Life - July 2016	701 5-180 7-204-...
19. Medical Mutual of Ohio	1,805.42	Dental/Vision - July 2016	701 5-180 7-205-...
20. Medical Mutual of Ohio	6,411.78	Prescription Drug - July 2016	701 5-180 7-207-...
21. Medicare	1,030.77	Medicare - 05/29/16 Wages - P/R #12	701 5-180 7-212-...
22. Medicare	1,148.56	Medicare - 06/12/16 Wages - P/R #13	701 5-180 7-212-...
23. Cintas Corp.	650.18	Emp Uniform Rental May 2016-RK	701 5-180 8-226-...
24. Automated Business Machi...	1,294.50	1/2-Check Scanner-LS	701 5-180 8-601-...
25. Federal Express	379.88	Shipping Charges-LS	701 5-180 8-601-...
26. FriendsOffice	316.66	Office Supplies-LS	701 5-180 8-601-...
27. Staples	226.34	1/2-Office Supplies - KK	701 5-180 8-601-...
28. United Parcel Service	1.79	1/2-Shipping Charges-LS	701 5-180 8-601-...
29. UPS Freight	279.74	Freight Charges-LS	701 5-180 8-601-...
30. Avon Lake Printing	2,976.00	2016 Water Quality Reports-EEW	701 5-180 8-601-...
31. Neofunds by Neopost	500.00	1/2-Postage for Meter-LS	701 5-180 8-601-...
32. Shamrock	1,032.23	1/2-Envelopes-RRE	701 5-180 8-601-...
33. Shred-it USA LLC	1,864.28	1/2-Records Disposal-RRE	701 5-180 8-601-...
34. Bonded Chemicals Inc.	36,272.40	20.04 Tons Carbon-SH	701 5-180 8-602-...
35. Bonded Chemicals Inc.	3,680.00	23 Tons Lime-SH	701 5-180 8-602-...
36. Bonded Chemicals Inc.	12,661.11	3969 lbs. Potassium Permanganate-SH	701 5-180 8-602-...
37. Jones Chemicals Inc.	6,000.00	6 Tons Chlorine @ Water Plant - SH	701 5-180 8-602-...
38. USALCO	12,059.75	9.20 Tons Alum - SH	701 5-180 8-602-...
39. E & H Hardware Group, LLC.	199.65	1/2-Maintenance Supplies - RK	701 5-180 8-603-...
40. Active Plumbing Supply	403.57	Maintenance Supplies-RK	701 5-180 8-603-...
41. Eberle, Rick	109.04	Reimburse Petty Cash-LS	701 5-180 8-603-...
42. Grainger Inc.	278.40	Maintenance Supplies-SH	701 5-180 8-603-...
43. GVS Safety Supplies, Inc.	66.00	Maintenance Supplies-SH	701 5-180 8-603-...
44. Indy Equipment	143.10	1/2-Maintenance Supplies-RK	701 5-180 8-603-...
45. Lakeshore Tool & Equipment	461.20	Maintenance Supplies-SH	701 5-180 8-603-...
46. Lowe's	846.43	Maintenance Supplies - RRE	701 5-180 8-603-...
47. Titan Supply	809.73	1/2-Maintenance Supplies-RK	701 5-180 8-603-...
48. Trico Oxygen Company	39.80	1/2-Maint Gases@201Miller-RK	701 5-180 8-603-...
49. Trico Oxygen Company	34.80	Maint Gases @WFP-SH	701 5-180 8-603-...
50. Discount Drug Mart	93.39	Maintenance Supplies-LS	701 5-180 8-603-...
51. Roberts Surveying Supplies	250.50	1/2-Maintenance Supplies-JRG	701 5-180 8-603-...
52. GVS Safety Supplies, Inc.	442.00	Safety Supplies=SH	701 5-180 8-603-...
53. BNR, Inc.	207.02	Chlorine Shutoff Rebuild-SH	701 5-180 8-607-...
54. FCX Performance Inc.	2,061.00	Repair Filter #22 Actuator-SH	701 5-180 8-607-...

**Avon Lake Municipal Utilities
Water Fund 701 Expenses**

June 28, 2016

Name	Amount	Memo	Account
55. Grainger Inc.	97.58	Equipment Maintenance-SH	701 5-180 8-607-...
56. McMaster-Carr Supply	21.63	Parts for Level Sensor-SH	701 5-180 8-607-...
57. North Shore Pump & Equip...	740.00	Rebuild Back Wash Pump-SH	701 5-180 8-607-...
58. USA Blue Book	152.47	Equipment Maintenance-SH	701 5-180 8-607-...
59. Rex Pipe & Supply Co.	1,152.90	Parts to Install Sludge Taps-SH	701 5-180 8-607-...
60. HD Supply Waterworks, Ltd.	8,794.54	Water Distribution Supplies-RK	701 5-180 8-612-...
61. Westview Concrete Corp.	41.38	Street Repairs - RK	701 5-180 8-612-...
62. Alloway	110.00	Lab Analysis-SH	701 5-180 8-615-...
63. Culligan of Cleveland	63.00	DI Rental - 6/1/16-6/30/16-RRE	701 5-180 8-615-...
64. Fisher Scientific	1,741.40	Water Lab Supplies - SH	701 5-180 8-615-...
65. Hach Company	14,917.38	Lab Equipment & Supplies-SH	701 5-180 8-615-...
66. Trico Oxygen Company	40.60	Lab Gases-SH	701 5-180 8-615-...
67. Scientific Methods Inc.	375.00	Lab Analysis - SH	701 5-180 8-615-...
68. HD Supply Waterworks, Ltd.	12,877.50	Fire Hydrant Repair Parts-RK	701 5-180 8-624-...
69. Sherwin-Williams Co.	229.23	Paint for Fire Hydrants-RK	701 5-180 8-624-...
70. CenturyLink	618.50	TelephoneSvc@WaterPlant-May 2016...	701 5-180 8-700-...
71. GDF Suez	32,789.84	Elect@WaPlant 4/20/16-5/18/16-SH	701 5-180 8-700-...
72. Illuminating Co.	15,491.36	Elect@WaPlant 4/20/16-5/18/16-SH	701 5-180 8-700-...
73. Illuminating Co.	80.53	Elect@Aux P.H. 3/8/16-4/7/16-SH	701 5-180 8-700-...
74. Illuminating Co.	52.77	Elect@WalkerWaTower 3/11/16-4/11/...	701 5-180 8-700-...
75. Illuminating Co.	60.10	Elect@LearWaTower 3/8/16-4/6/16-SH	701 5-180 8-700-...
76. Illuminating Co.	59.13	Elect@LearWaTower 4/7/16-5/4/16-SH	701 5-180 8-700-...
77. Illuminating Co.	54.73	Elect@WalkerWaTower 4/12/16-5/9/1...	701 5-180 8-700-...
78. Illuminating Co.	52.41	Elect@Aux P.H. 4/8/16-5/9/16-SH	701 5-180 8-700-...
79. Verizon Wireless	131.97	1/2-Cell Svc 5/26/16-6/25/16-TAD	701 5-180 8-700-...
80. Columbia Gas	114.33	GasSvc@WaterPlant 5/18/16-6/17/18-...	701 5-180 8-700-...
81. Columbia Gas	99.08	GasSvc@WFP Garage 5/18/16-6/17/1...	701 5-180 8-700-...
82. Columbia Gas	29.44	GasSvc@WFP Aux 5/18/16-6/17/16-RRE	701 5-180 8-700-...
83. Time Warner Cable	78.25	1/2-InternetSvc@201Miller 6/14/16-7/1...	701 5-180 8-700-...
84. Brakey Energy, Inc.	875.00	Energy Mgmt Svc - May 2016-TAD	701 5-180 8-701-...
85. Chronicle Telegram	1,723.72	Misc Ads - TAD	701 5-180 8-701-...
86. Corpro Companies	2,940.00	Annual Wa Tank Inspection-RRE	701 5-180 8-701-...
87. Firstmerit Bankcard Ctr	223.43	Lunch Mtg, Hotel Reservations-SH	701 5-180 8-701-...
88. Firstmerit Bankcard Ctr	428.24	1/2-Repair Parts-RK	701 5-180 8-701-...
89. Firstmerit Bankcard Ctr	1,355.20	1/2-Copies of Plans-JRG	701 5-180 8-701-...
90. Firstmerit Bankcard Ctr	63.13	1/2-Lunch Mtgs,Supplies-RRE	701 5-180 8-701-...
91. Firstmerit Bankcard Ctr	113.50	1/2-Breakfast Mtg,Registration Fee-TAD	701 5-180 8-701-...
92. McAfee	27.50	1/2-Email Filtering - June 2016-RRE	701 5-180 8-701-...
93. Mercy Occupational Health	860.00	DOT Testing & Immunizatons-RRE	701 5-180 8-701-...
94. Link Computer Corporation	1,687.50	Billing Software-RRE	701 5-180 8-701-...
95. Ohio Department of Job & F...	20.64	Unemployment Benefits - R. Berner-TAD	701 5-180 8-701-...
96. Solar Testing Laboratories, I...	2,234.50	Testing/Analysis-SIP-4/29/16-5/9/16-R...	701 5-180 8-701-...
97. Technology Management S...	750.00	1/2-Offsite Backup - June 2016-RRE	701 5-180 8-701-...
98. Technology Management S...	129.38	1/2-ComputerSupport-May 2016-RRE	701 5-180 8-701-...
99. West, Elana	25.00	Reimbursement for Cell Phone - June ...	701 5-180 8-701-...
100. Yuronich, Greg	25.00	Reimbursement for Cell Phone - June ...	701 5-180 8-701-...
101. 4 Imprint	1,418.56	Event Giveaways-EEW	701 5-180 8-701-...
102. Fuelman of Northern Ohio	629.65	Fuel for vehicles 5/23/16-6/5/16-LS	701 5-180 8-707-...
103. Fisher Auto Parts Inc.	58.77	1/2-Misc Truck Parts-RK	701 5-180 8-707-...
104. Sylvester Truck & Tire Servi...	68.25	1/2-Truck Alignment-RK	701 5-180 8-707-...
105. Petroliance	308.68	1/2-Motor Oil-SB	701 5-180 8-707-...
106. Affordable Signs & Graphics...	97.45	Signs for Water Plant-SH	701 5-180 8-707-...
107. Fuelman of Northern Ohio	683.87	1/2-Fuel for vehicles 6/6/16-6/19/16-LS	701 5-180 8-707-...
108. Sherwin-Williams Co.	209.39	Paint & Supplies-SH/RK	701 5-180 8-708-...
109. M & M Mower Sales & Servi...	59.17	LawnMower Repair - SH	701 5-180 8-708-...

06/24/16

**Avon Lake Municipal Utilities
Water Fund 701 Expenses**

June 28, 2016

Name	Amount	Memo	Account
110. Tremco	5,925.00	Repair Roof & Flashings-RK	701 5-180 8-708-...
111. Tremco	9,687.50	1/2-Joint/Brick Sealing@201Miller-RK	701 5-180 8-708-...
112. Cutting Edge Lawn & Lands...	380.00	Lawn Svc@201 Miller-May 2016- RK	701 5-180 8-709-...
113. Jani-King of Cleveland	322.50	1/2-CleaningSvc@201Miller-July2016-...	701 5-180 8-709-...
114. CenturyLink	688.13	TelephoneSvc@201Miller-May 2016-R...	701 5-180 8-711-...
115. Illuminating Co.	660.80	ElectSvc@201Miller 5/7/16-6/8/16-RRE	701 5-180 8-711-...
116. GDF Suez	798.75	Elect Svc@201 Miller 5/7/16-6/8/16-RRE	701 5-180 8-711-...
117. Technology Management S...	2,120.84	1/2-Computer & Memory Expansion-R...	701 5-180 8-804-...
118. Cardconnect	303.49	On-Line Fees - May 2016 - LS	701 5-180 8-907-...
119. Discover Network	10.23	1/2-Discover Card Fee-May 2016-LS	701 5-180 8-907-...
120. U.S. Bank	66.92	1/2-US Bank Fees- May 2016-LS	701 5-180 8-907-...
121. Water Debt Service	126,513.02	Trsf Fund-OWDA Loan #6454 Paymen...	701 9-180 8-485-...
122. Water Debt Service	375,951.76	Trsf Fund-OWDA Loan #1467 Paymen...	701 9-180 8-485-...
123. Water Debt Service	167,540.43	Trsf Fund-OWDA Loan #4001 Paymen...	701 9-180 8-485-...
124. Sopko, Michael	1,000.00	Reimburse-Tree Damage from WaBre...	701 9-180 8-901-...
Jun 21, 16	<u>1037032.55</u>		

06/24/16

Avon Lake Municipal Utilities
Wastewater Fund 721 Expenses

June 28, 2016

Name	Amount	Memo	Account
Jun 21, 16			
1. Wastewater Employees	44,459.11	Salaries P/R #13 5/30/16-6/12/16	721 5-190 7-102...
2. Wastewater Employees	6,871.25	Part Time P/R #13 5/30/16-6/12/16	721 5-190 7-105...
3. Board of Municipal Utilities	1,541.66	June 2016 Board Salaries - RRE	721 5-190 7-105...
4. Wastewater Employees	1,720.09	Overtime P/R #13 5/30/16-6/12/16	721 5-190 7-106...
5. Frankiewicz, Paul	10.00	1 Employee Meal Allowance-LS	721 5-190 7-200...
6. Hall, Donald	10.00	1 Employee Meal Allowance - RRE	721 5-190 7-200...
7. Dillon, Timothy	10.00	1 Employee Meal Allowance-LS	721 5-190 7-200...
8. Workers Compensation	16,956.83	BWC 2015 Payment	721 5-190 7-201...
9. Medical Mutual of Ohio	24,455.43	Hospitalization - July 2016	721 5-190 7-203...
10. Medical Mutual of Ohio	1,004.96	Medical Mutual Payment 5/27/16	721 5-190 7-203...
11. Medical Mutual of Ohio	566.87	Medical Mutual Payment 6/7/16	721 5-190 7-203...
12. Medical Mutual of Ohio	1,270.68	Medical Mutual Payment 6/14/16	721 5-190 7-203...
13. Medical Mutual of Ohio	-1,338.26	Med Mut Contrib P/R #12 5/29/16	721 5-190 7-203...
14. Dependent Health Care	1,200.00	Reclassify Healthcare Jan - June 2016	721 5-190 7-203...
15. Medical Mutual of Ohio	1,965.95	Reclassify Employees from WA to SW	721 5-190 7-203...
16. Medical Mutual of Ohio	445.85	Medical Mutual Payment 06/21/16	721 5-190 7-203...
17. Medical Mutual of Ohio	-1,426.65	Med Mut Emp Contrib P/R #13	721 5-190 7-203...
18. Medical Mutual of Ohio	268.80	Group Life - July 2016	721 5-190 7-204...
19. Medical Mutual of Ohio	1,401.03	Dental/Vision - July 2016	721 5-190 7-205...
20. Medical Mutual of Ohio	5,026.92	Prescription Drug - July 2016	721 5-190 7-207...
21. Medicare	680.27	Medicare - 05/29/16 Wages - P/R #12	721 5-190 7-212...
22. Medicare	727.77	Medicare - 06/12/16 Wages - P/R #13	721 5-190 7-212...
23. Cintas Corp.	379.29	Emp Uniform Rental May 2016-RK	721 5-190 8-226...
24. Automated Business Ma...	1,294.50	1/2-Check Scanner-LS	721 5-190 8-601...
25. Federal Express	44.45	Shipping Charges-LS	721 5-190 8-601...
26. Staples	226.33	1/2-Office Supplies - KK	721 5-190 8-601...
27. United Parcel Service	1.80	1/2-Shipping Charges-LS	721 5-190 8-601...
28. Neofunds by Neopost	500.00	1/2-Postage for Meter-LS	721 5-190 8-601...
29. Shamrock	1,032.23	1/2-Envelopes-RRE	721 5-190 8-601...
30. Shred-it USA LLC	1,864.29	1/2-Records Disposal-RRE	721 5-190 8-601...
31. Bonded Chemicals Inc.	3,318.40	20.74 Tons Lime-SB	721 5-190 8-602...
32. Bonded Chemicals Inc.	3,877.57	8.6553 Tons Ferric Chloride-SB	721 5-190 8-602...
33. Kemira Water Solutions I...	2,284.87	9176.18 Gals. Ferrous Chloride-SB	721 5-190 8-602...
34. E & H Hardware Group, ...	199.66	1/2-Maintenance Supplies - RK	721 5-190 8-603...
35. Eberle, Rick	170.98	Reimburse Petty Cash-LS	721 5-190 8-603...
36. Indy Equipment	143.10	1/2-Maintenance Supplies-RK	721 5-190 8-603...
37. Lowe's	679.43	Maintenance Supplies - RRE	721 5-190 8-603...
38. McMaster-Carr Supply	315.87	Maintenance Supplies-SB	721 5-190 8-603...
39. Titan Supply	809.73	1/2-Maintenance Supplies-RK	721 5-190 8-603...
40. Trico Oxygen Company	39.80	1/2-Maint Gases@201Miller-RK	721 5-190 8-603...
41. Trico Oxygen Company	34.20	Maint Gases@WPCC-SB	721 5-190 8-603...
42. United Laboratories	316.15	Maintenance Supplies-SB	721 5-190 8-603...
43. Zep Manufacturing Com...	444.70	Maintenance Supplies - SH	721 5-190 8-603...
44. Discount Drug Mart	115.11	Maintenance Supplies-LS	721 5-190 8-603...
45. Roberts Surveying Suppli...	250.50	1/2-Maintenance Supplies-JRG	721 5-190 8-603...
46. Senqcia Maxco Ltd.	413.84	Chain Parts-SB	721 5-190 8-607...
47. Zoro	17.60	Equipment Maintenance-SB	721 5-190 8-607...
48. Indy Equipment	260.00	Rental of Excavator-SB	721 5-190 8-607...
49. Aztec Steel Corp.	1,090.00	Materials for Repairs-SB	721 5-190 8-612...
50. Rock Pile	156.00	Top Soil-RK	721 5-190 8-612...
51. Culligan of Cleveland	37.80	DI Rental - 6/1/16-6/30/16-RRE	721 5-190 8-615...
52. Fisher Scientific	1,353.00	Wastewater Lab Supplies - SH	721 5-190 8-615...
53. CenturyLink	363.99	TelephoneSvc@PumpStations-May 2016-R...	721 5-190 8-700...
54. Columbia Gas	621.63	GasSvc@WPCC 4/20/16-5/18/16-SB	721 5-190 8-700...

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**Avon Lake Municipal Utilities
Wastewater Fund 721 Expenses**

June 28, 2016

Name	Amount	Memo	Account
55. Columbia Gas	29.44	GasSvc@Bridgeside P.S. 4/29/16-5/31/16-RK	721 5-190 8-700...
56. Columbia Gas	27.18	GasSvc@Lear P.S. 5/4/16-6/3/16-RK	721 5-190 8-700...
57. Columbia Gas	28.54	GasSvc@HuntClub P.S. 4/29/16-5/31/16-R	721 5-190 8-700...
58. GDF Suez	9,496.47	Elect@WPCC 5/7/16-6/7/16-SB	721 5-190 8-700...
59. GDF Suez	877.47	Elect@Center Rd P.S. 5/6/16-6/6/16-RK	721 5-190 8-700...
60. Illuminating Co.	7,006.26	Elect@WPCC 5/7/16-6/7/16-RK	721 5-190 8-700...
61. Illuminating Co.	159.04	Elect@Haigs P.S. 5/5/16-6/6/16-RK	721 5-190 8-700...
62. Illuminating Co.	3,146.24	Elect@Center P.S. 5/6/16-6/6/16-RK	721 5-190 8-700...
63. Illuminating Co.	88.34	Elect@Bridgeside P.S. 5/5/16-6/6/16-RK	721 5-190 8-700...
64. Illuminating Co.	88.33	Elect@Lear P.S. 5/5/16-6/3/16-RK	721 5-190 8-700...
65. Illuminating Co.	100.88	Elect@HuntClub P.S. 5/5/16-6/6/16-RK	721 5-190 8-700...
66. Illuminating Co.	48.67	Elect@AvonBeldenSwMtr 5/1/16-6/9/16-RK	721 5-190 8-700...
67. Illuminating Co.	48.67	Elect@JaycoxSwMtr 5/7/16-6/3/16-RK	721 5-190 8-700...
68. Verizon Wireless	131.98	1/2-Cell Svc 5/26/16-6/25/16-TAD	721 5-190 8-700...
69. Interstate Gas Supply, Inc.	329.52	Gas Svc @ WPCC May 2016-SB	721 5-190 8-700...
70. Time Warner Cable	78.25	1/2-InternetSvc@210Miller 6/14/16-7/13/16-...	721 5-190 8-700...
71. Brakey Energy, Inc.	875.00	Energy Mgmt Svc - May 2016-TAD	721 5-190 8-701...
72. CSEAO	250.00	CSEAO Membership-Gaydar-JRG	721 5-190 8-701...
73. Firstmerit Bankcard Ctr	119.26	Lunch Mtgs & Parts-SB	721 5-190 8-701...
74. Firstmerit Bankcard Ctr	428.23	1/2-Repair Parts-RK	721 5-190 8-701...
75. Firstmerit Bankcard Ctr	1,355.20	1/2-Copies of Plans-JRG	721 5-190 8-701...
76. Firstmerit Bankcard Ctr	63.13	1/2-Lunch Mtgs,Supplies-RRE	721 5-190 8-701...
77. Firstmerit Bankcard Ctr	113.50	1/2-Breakfast Mtg,Registration Fee-TAD	721 5-190 8-701...
78. McAfee	27.50	1/2-Email Filtering - June 2016-RRE	721 5-190 8-701...
79. Mercy Occupational Health	816.00	DOT Testing & Immunizations-RRE	721 5-190 8-701...
80. Link Computer Corporation	562.50	Billing Software-RRE	721 5-190 8-701...
81. Technology Managemen...	750.00	1/2-Offsite Backup - June 2016-RRE	721 5-190 8-701...
82. Technology Managemen...	129.37	1/2-ComputerSupport-May 2016-RRE	721 5-190 8-701...
83. Fuelman of Northern Ohio	669.65	Fuel for vehicles 5/23/16-6/5/16-LS	721 5-190 8-707...
84. Fisher Auto Parts Inc.	58.77	1/2-Misc Truck Parts-RK	721 5-190 8-707...
85. Sylvester Truck & Tire S...	68.25	1/2-Truck Alignment-RK	721 5-190 8-707...
86. Petroliance	308.68	1/2-Motor Oil-SB	721 5-190 8-707...
87. Fuelman of Northern Ohio	683.87	1/2-Fuel for vehicles 6/6/16-6/19/16-LS	721 5-190 8-707...
88. Grainger Inc.	107.54	Building Maintenance-SB	721 5-190 8-708...
89. Sherwin-Williams Co.	229.93	Paint & Supplies-SB/RK	721 5-190 8-708...
90. McMaster-Carr Supply	354.72	Building Maintenance-SB	721 5-190 8-708...
91. Tremco	9,687.50	1/2-Joint/Brick Sealing@201Miller-RK	721 5-190 8-708...
92. ABC Equipment Rental	1,329.60	Rental of Manlift for Digester Lid-SB	721 5-190 8-708...
93. Cutting Edge Lawn & La...	380.00	Lawn Svc@201 Miller-May 2016- RK	721 5-190 8-709...
94. Jani-King of Cleveland	322.50	1/2-CleaningSvc@201Miller-July2016-RRE	721 5-190 8-709...
95. Jack Doheny Supplies O...	285.15	Air Pump-SB	721 5-190 8-804...
96. Technology Managemen...	2,120.84	1/2-Computer & Memory Expansion-RRE	721 5-190 8-804...
97. Cardconnect	303.48	On-Line Fees - May 2016 - LS	721 5-190 8-907...
98. Discover Network	10.23	1/2-Discover Card Fee-May 2016 -LS	721 5-190 8-907...
99. U.S. Bank	66.92	1/2-US Bank Fees - May 2016-LS	721 5-190 8-907...
100. Sewer Debt Service & R...	24,696.16	Trsf Funds-OWDA Loan #3139 Pmt-TAD	721 9-190 8-479...
101. Sewer Debt Service & R...	47,950.33	Trsf Funds-OWDA Loan #4889 Pmt-TAD	721 9-190 8-479...
102. Sewer Debt Service & R...	72,662.21	Trsf Funds-OWDA Loan #5990 Pmt-TAD	721 9-190 8-479...

Jun 21, 16

319,956.68

06/24/16

Avon Lake Municipal Utilities
MOR Fund 703 Expenses - ETL1

June 28, 2016

Name	Amount	Memo	Account
Jun 21, 16			
1GDF Suez	24.68	Elect@Moore P.S. 5/3/16-6/2/16-RRE	703 5-180 8-703...
2Illuminating Co.	10,997.58	Elect@Moore P.S. 5/11/16-6/9/16-RRE	703 5-180 8-703...
3GDF Suez	6,886.44	Elect@Moore P.S. 5/11/16-6/9/16-RRE	703 5-180 8-703...
4BNR, Inc.	2,712.36	Chlorine Rebuild Parts - SH	703 5-180 8-740...
5Corrpro Companies	5,218.58	Anode Supplies-RK	703 5-180 8-740...
6Ohio Edison	67.67	Elect@Butternut/Root 5/3/16-6/2/16-RRE	703 5-180 8-743...
7Ohio Edison	44.33	Elect@Lear/Chstrn 5/4/16-6/3/16-RRE	703 5-180 8-743...
8Ohio Edison	73.26	Elect@Lear/Mills 5/5/16-6/6/16-RRE	703 5-180 8-743...
9Ohio Edison	57.24	Elect@Lear/US20 5/4/16-6/3/16-RRE	703 5-180 8-743...
10Ohio Edison	49.95	Elect@Root/Sprag 5/3/16-6/2/16-RRE	703 5-180 8-743...
11Illuminating Co.	109.40	Elect@Lear/Krebs 3/5/16-4/6/16-RRE	703 5-180 8-743...
12Illuminating Co.	52.78	Elect@Moore/RR 6/10/16-4/11/16-RRE	703 5-180 8-743...
13Illuminating Co.	52.34	Elect@Moore/RR 4/12/16-5/10/16-RRE	703 5-180 8-743...
14Illuminating Co.	90.84	Elect@Lear/Krebs 4/7/16-5/4/16-RRE	703 5-180 8-743...
Jun 21, 16	<u>26,437.45</u>		

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Avon Lake Municipal Utilities
MOR Fund 762 Expenses - ETL2

June 28, 2016

Name	Amount	Memo	Account
Jun 21, 16			
1. Ohio Edison	7,034.73	Elect@Island P.S. 5/3/16-6/1/16-RRE	762 5-180 8-70...
2. Ohio Edison	38.49	Elect@IslandOAL 5/4/16-6/2/16-RRE	762 5-180 8-70...
3. GDF Suez	6,938.12	Elect@Island P.S. 5/3/16-6/1/16-RRE	762 5-180 8-70...
4. Illuminating Co.	4,895.21	Elect@Moore P.S. 5/11/16-6/9/16-RRE	762 5-180 8-70...
5. GDF Suez	5,214.65	Elect@Moore P.S. 5/11/16-6/9/16-RRE	762 5-180 8-70...
6. BNR, Inc.	1,887.00	Chlorinator Rebuild Parts-SH	762 5-180 8-74...
7. Fenik, John	200.00	Lawn Svc@IslandRd- June 2016-RRE	762 5-180 8-74...
8. Jones Chemicals Inc.	472.00	Chlorine @Island P.S.-SH	762 5-180 8-74...
9. Illuminating Co.	72.88	Elect@Detroit PRV 5/11/16-6/8/16-RRE	762 5-180 8-74...
10. Ohio Edison	58.55	Elect@Barres PRV 5/5/16-6/6/16-RRE	762 5-180 8-74...
11. Ohio Edison	44.41	Elect@CenterRidge 5/3/16-6/2/16-RRE	762 5-180 8-74...
12. Ohio Edison	43.82	Elect@Chestnut 5/4/16-6/3/16-RRE	762 5-180 8-74...
Jun 21, 16	<u>26,899.86</u>		

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Avon Lake Municipal Utilities
LORCO Fund 749 Expenses

June 28, 2016

Name	Amount	Memo	Account
Jun 21, 16			
1. Illuminating Co.	83.28	Elect Svc@Walker Rd 5/10/16-6/8/16-R...	749 5-190 8-700...
2. Ohio Edison	120.18	Elect@9845AvonBelden 5/4/16-6/2/16-...	749 5-190 8-700...
3. Ohio Edison	46.48	Elect@12169AvonBelden 4/30/16-6/1/1...	749 5-190 8-700...
4. Ohio Edison	48.00	Elect@12901AvonBelden 4/30/16-6/1/1...	749 5-190 8-700...
5. Ohio Edison	118.05	Elect@33930Cooley 4/30/16-6/1/16-RRE	749 5-190 8-700...
6. Ohio Edison	68.92	Elect@36780Giles 4/29/16-5/31/16-RRE	749 5-190 8-700...
7. Ohio Edison	46.08	Elect@10920 Hawke 5/4/16-6/3/16-RRE	749 5-190 8-700...
8. Ohio Edison	51.48	Elect@10301 Reed 5/3/16-6/2/16-RRE	749 5-190 8-700...
9. Ohio Edison	760.51	Elect@38393 Royalton 4/29/16-5/27/16...	749 5-190 8-700...
10. GDF Suez	25.44	Elect@1030 Reed 5/3/16-6/2/16-RRE	749 5-190 8-700...
11. GDF Suez	6.93	Elect@10920 Hawke 5/4/16-6/3/16-RRE	749 5-190 8-700...
12. GDF Suez	11.15	Elect@6780 Giles 4/29/16-5/31/16-RRE	749 5-190 8-700...
13. GDF Suez	36.41	Elect@33930Cooley 4/30/16-6/1/16-RRE	749 5-190 8-700...
14. GDF Suez	12.18	Elect@12901AvonBelden 4/30/16-6/1/1...	749 5-190 8-700...
15. GDF Suez	7.37	Elect@12169AvonBelden 4/30/16-6/1/1...	749 5-190 8-700...
16. GDF Suez	83.03	Elect@9845AvonBelden 5/4/16-6/2/16-...	749 5-190 8-700...
17. GDF Suez	320.45	Elect@38393Royalton 4/29/16-5/27/16-...	749 5-190 8-700...
18. Lorain-Medina Rural Ele...	90.90	Elect@Slife 4/24/16 - 5/23/16 - RRE	749 5-190 8-700...
19. Lorain-Medina Rural Ele...	112.35	Elect@IndianHollow 4/24/16-5/23/16 - ...	749 5-190 8-700...
20. Lorain-Medina Rural Ele...	53.20	Elect@Durkee(South) 4/24/16-5/23/16 - ...	749 5-190 8-700...
21. Lorain-Medina Rural Ele...	131.33	Elect@12775 Durkee(North) 4/24/16-5/...	749 5-190 8-700...
22. Lorain-Medina Rural Ele...	74.06	Elect@12601 Cowley 4/24/16-5/23/16 - ...	749 5-190 8-700...
23. Lorain-Medina Rural Ele...	93.47	Elect@36879 Capel 4/24/16-5/23/16 - R...	749 5-190 8-700...
24. Lorain-Medina Rural Ele...	91.96	Elect@Banks Rd 4/24/16-5/23/16 - RRE	749 5-190 8-700...
25. RLCWA	50.69	Wa Used@TriPlex 5/3/16-6/2/16-RRE	749 5-190 8-700...
26. RLCWA	83.64	Wa Used@FourPlex 5/3/16-6/2/16-RRE	749 5-190 8-700...
27. Fenik, John	100.00	Lawn Svc@Four Plex-June 2016-RRE	749 5-190 8-701...
28. Link Computer Corporati...	250.00	Billing Software-RRE	749 5-190 8-701...
29. RLCWA	1,117.00	Meter Readings-May 2016-RRE	749 5-190 8-848...
30. Shamrock	3,000.00	Postage for LORCO Bills-RRE	749 5-190 8-848...
31. Cardconnect	144.61	Credit Card Fees - May 2016-LS	749 5-190 8-907...
32. LORCO	13,500.00	Monthly Advance - June 2016 - RRE	749 5-190 8-907...
33. Sewer Debt Service & R...	273,979.01	Trsf Funds-OWDA Loan #5164 Pmt-TAD	749 9-190 8-727...
34. Sewer Debt Service & R...	542,503.04	Trsf Funds-OWDA Loan #5241 Pmt-TAD	749 9-190 8-727...
Jun 21, 16	<u>837,221.20</u>		

06/24/16

Avon Lake Municipal Utilities
Sewer System Construction - Fund 724
June 28, 2016

Name	Amount	Memo	Account
Jun 21, 16			
1. Sewer Debt Service & Reserve	55,606.07	Trsf Funds for OWDA Loan #4930 Payment...	724 9-180 8-479-...
2. Sewer Debt Service & Reserve	121,566.18	Trsf Funds for OWDA Loan #6456 Payment...	724 9-180 8-479-...
Jun 21, 16	<u>177,172.25</u>		

**AMENDMENT NO: 9
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 9 is made and entered into this _____ day of June, 2016 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and Avon Lake Regional Water ("OWNER") dated May 3, 2007, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the professional engineering services to design improvements for the Plant Improvements Project at the Avon Lake Water Pollution Control Center, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

See attached Exhibits A, B, and C dated June 24, 2016.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

See attached Exhibits A, B, and C dated June 24, 2016.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

See attached Exhibits A, B, and C dated June 24, 2016.

4. The payment for services rendered by ENGINEER shall be as set forth below:

OWNER shall reimburse ENGINEER for the expenditures incurred in the accomplishment of all work and services set forth above in a total fee amount not to exceed \$2,132,884.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER

OWNER

DATE:

DATE:

EXHIBIT A
AVON LAKE REGIONAL WATER
CITY OF AVON LAKE, OHIO

AVON LAKE WATER POLLUTION CONTROL CENTER
PLANT IMPROVEMENTS PROJECT

CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATIVE
SERVICES

SCOPE OF SERVICES AND FEE PROPOSAL

June 24, 2016

This is an exhibit attached to and made part of Amendment No. 9 dated June _____, 2016, between Avon Lake Regional Water (OWNER or ALRW) and CDM Smith Inc. (ENGINEER or CDM Smith) for professional services.

Project Description

The main goal of the Plant Improvements Project at the Avon Lake Water Pollution Control Center (WPCC) is to replace or rehabilitate aged equipment that has reached its useful service life, does not meet capacity needs, and has performance limitations. Other goals of these improvements are to incorporate biological nutrient removal (BNR) for harmful algal bloom (HAB) prevention and to capture additional treatment capacity through operational changes or minor improvements so that major capital improvements can be postponed. Likewise, these improvements will enhance the operation of the facility and align the plant for long-term expansion.

Currently, CDM Smith is providing bidding and award services for Avon Lake Regional Water on the WPCC project. At ALRW's request, CDM Smith is providing a Scope of Services and Fee Proposal for construction administration (CA) and resident project representative (RPR) services in conjunction with the project. The form and scope of this proposal are based on CDM Smith's understanding of the scope of services, familiarity with the work to be performed, and discussions with ALRW staff.

The construction duration specified in the Contract Documents for the Plant Improvement Project is 3 years. The Contractor is scheduled with ALRW to reach Final Completion in two years. This Scope and Fee Proposal includes a Contract Time of 2 years or 730 calendar days for the execution of CDM Smith's services. If the Contractor does not achieve Final Completion in two years and ALRW requests CDM Smith's services, then the contract scope of work, fee, and time will be amended to account for additional CA and RPR services needed during the extended construction schedule.

A detailed outline of CDM Smith's scope of services is given below.

Construction Administration and Resident Project Representative Services

Construction Administration Services

In addition to the scope of services listed in Exhibit B attached to Amendment No. 9 for construction administration services, CDM Smith will perform the following tasks:

1. Assist ALRW in addressing comments related to the zoning, building, and SWP3 permits. Provide documentation as necessary to obtain the permits.
2. Participate in the pre-construction meeting. Prepare and distribute meeting minutes.
3. Prepare responses for Contractor requests for information (RFIs). Up to 310 RFIs are estimated. Interpret and clarify the Contract Drawings and Specifications and prepare supplemental drawings and specifications when clarification is required or to resolve changes brought by actual field conditions encountered. CDM Smith will evaluate ALRW's and/or Contractor's requests for materials and equipment substitutions for items specified in the Contract Documents and ALRW and/or Contractor's requests for design changes and/or deviations from the Contract Documents. CDM Smith will assist the ALRW in the solicitation, review, negotiation, and preparation of change orders. CDM Smith will prepare the necessary documents for the implementation of the contract modifications authorized by ALRW. Up to 15 change order packages (i.e., packages with multiple change orders) are estimated.
4. During the course of construction work, the Contractor shall red-line/mark-up and maintain file copies of the Contract Drawings showing deviations in the work as approved from the Contract Drawings. RPR will keep his own set of red-lines, take pictures throughout project, and ensure the Contractor is maintaining red-line/mark-up sets on a daily basis as the work occurs.
5. Participate in up to 34 construction progress meetings and other job-related meetings.
6. Upon substantial completion of the project, CDM Smith will conduct a final inspection with ALRW and the Contractor (two-day effort anticipated) and prepare a punch list of outstanding items, which must be completed or repaired prior to acceptance of the Contractor's work. The punch list will be prepared and distributed to the Contractor and ALRW. A follow-up inspection (two-day effort anticipated) will be conducted to verify that the Contractor has completed all items on the punch list and achieved Final Acceptance (Final Completion).
7. Provide technical consultation support with a factory-trained manufacturer's representative for on-site equipment installation and commissioning (startup and testing). Provide assistance with refining and adjusting equipment and systems. Make sure that commissioning work is properly executed and documented. Confirm that warranties are submitted to ALRW.
8. Assist manufacturer's representatives in training plant staff to operate and maintain the new facilities and equipment. CDM Smith will coordinate and administer the training sessions (classroom training) by manufacturer's representatives.

9. Review manufacturer-supplied, equipment-specific operation and maintenance (O&M) training submittals and O&M Manuals.

Resident Engineering Services

CDM Smith will provide the services of a Resident Project Representative for the duration of the project. The RPR will be on-site for the projected 24-month construction period (730 calendar days). Exhibit C attached to Amendment No. 9 defines the RPR's scope of services.

Terms and Conditions

Project Schedule

A summary of the major project milestones is presented below:

- Notice to Award June 10, 2016
- Contract Execution June 10, 2016
- Notice to Proceed June 14, 2016
- Contract Time Start June 14, 2016
- Substantial Completion February 14, 2018
- Final Completion June 14, 2018

The scope and fee of this contract is based on the Contractor achieving Final Completion in two years. CDM Smith will provide CA and RPR services over the duration of the project, which is 730 calendar days.

Fees and Payment

ALRW shall reimburse CDM Smith for the expenditures incurred in the accomplishment of all work and services set forth above in a total fee amount not to exceed \$2,132,884. The scope and fee of this contract is based on the Contractor achieving Final Completion in two years. If project completion extends beyond two years, then the scope and fee will be amended accordingly.

The proposed engineering fee breakdown given in the table below is based on the project approach and the scope of services outlined in this proposal for this project.

Proposed Engineering Fee Schedule

Task	Labor Fee	Other Direct \$	Total \$/Task
Construction Administration Services	\$1,593,414	\$33,500	\$1,626,914
Resident Project Representative Services	\$484,620	\$21,350	\$505,970
PROJECT TOTAL	\$2,078,034	\$54,850	\$2,132,884

It is understood and agreed that the compensation for the services described above is a “lump sum” method of compensation. Partial payments will be made on a monthly basis in proportion to the percentage of work completed and the balance of payment made when the scope of work stated herein is completed. Fee amount may not be exceeded without prior written authorization by ALRW. CDM Smith invoices will be prepared in accordance with ALRW requirements.

Communication (eRoom)

All shop drawings/submittals (for review and approved) and RFIs (for review and final) shall be placed online so that the information is accessible to ALRW and the Contractor. Updates shall be maintained at least with weekly updates. As part of project closeout, CDM Smith will prepare a CD with all eRoom files for ALRW.

Standard of Care

The standard of care for all professional engineering and related services performed or furnished by CDM Smith will be the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

Assumptions and Owner's Responsibilities

This proposal is based on the following assumptions related to the scope of work and the understanding that ALRW will assume the following responsibilities:

1. ALRW will provide available existing shop, construction, as-built, and record drawings of the plant site, equipment, and facilities.
2. Post-construction services (i.e., preparation of Record Drawings and O&M Manuals) are not included in this contract. Record Drawings include drawing revisions and supplemental drawings to show final "As-Built" conditions, which shall incorporate all sketches, clarifications, field changes, and changes orders and also include the Contractor's reinforcing steel shop drawings.
3. Up to 310 RFIs are estimated.
4. Up to 15 change order packages are estimated.
5. Up to 450 shop drawings/submittals are estimated. This total count includes estimated resubmittals and multi-discipline review submittals.
6. ALRW will enforce reimbursement to CDM Smith by Contractor for repetitive shop drawing/submittal reviews. As per Specification Section 01300, shop drawings, O&M manuals, and other submittals will be reviewed no more than twice at ALRW's expense. All subsequent reviews will be performed at the Contractor's expense. Contractor shall reimburse ALRW for all costs invoiced by Engineer for the third and subsequent reviews.
7. CDM Smith will assist ALRW through the warranty period on matters involving equipment malfunctions or deficiencies as long as the warranty periods are within Contract Time of 730 calendar days noted above. If warranty services are needed after the Contract Time, then the contract will be amended accordingly.

EXHIBIT B
AVON LAKE REGIONAL WATER
CITY OF AVON LAKE

AVON LAKE WATER POLLUTION CONTROL CENTER
PLANT IMPROVEMENTS PROJECT

CONSTRUCTION ADMINISTRATION SERVICES

June 24, 2016

This is an exhibit attached to and made part of the Amendment No. 9 dated June ____, 2016, between Avon Lake Regional Water (OWNER or ALRW) and CDM Smith Inc. (ENGINEER or CDM Smith) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Construction Phase

During the Construction Phase:

1.1.1 General Administration of Construction Contract

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

1.1.2 Visits to Site and Observation of Construction

In connection with observations of the work of Contractor while in progress:

1.1.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.1. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective

sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.1.2.2 and other express or general limitations in this Agreement and elsewhere.

1.1.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.1.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Exhibit C.

1.1.3 Defective Work

During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.1.4 Clarifications and Interpretations; Field Orders

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field

Orders authorizing minor variations from the requirements of the Contract Documents.

1.1.5 Change Orders and Work Change Directives.

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

1.1.6 Shop Drawings

ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Up to 450 shop drawings/submittals are estimated. This total count includes estimated resubmittals and multi-discipline review submittals.

1.1.7 Substitutes

ENGINEER shall evaluate and advise Owner as to the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.1.8 Inspections and Tests.

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

1.1.9 Not Used.

1.1.10 Applications for Payment.

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

1.1.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's

knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.1.10.1 are expressly subject to the limitations set forth in paragraph 1.1.10.2 and other express or general limitations in this Agreement and elsewhere.

1.1.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.1.11 Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.1.6) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.1.12 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.1.13 Final Notice of Acceptability of the Work

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.1.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.1.14 Limitation of Responsibilities

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.1.15. Duration of Construction Phase.

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.1 are amended and supplemented as follows:

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as reasonably requested by ENGINEER and necessary for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;

2.1.3 Appropriate professional interpretation of all of the foregoing;

- 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
- 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
- 2.1.6 Property descriptions;
- 2.1.7 Zoning, deed and other land use restrictions; and
- 2.1.8 Other special data or consultations not covered in Article 2.

ENGINEER may rely upon the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.6 Provide, as may be required for the Project:
 - 2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
 - 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
 - 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.8 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.9 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- 2.10 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- 2.11 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.12 Attend the pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.13 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

See Exhibit A attached to Amendment No. 9.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

See Exhibit A attached to Amendment No. 9.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

N/A

EXHIBIT C
AVON LAKE REGIONAL WATER
CITY OF AVON LAKE, OHIO

AVON LAKE WATER POLLUTION CONTROL CENTER
PLANT IMPROVEMENTS PROJECT

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE

June 24, 2016

This is an Exhibit attached to and made part of Amendment No. 9 dated June ____, 2016 between Avon Lake Regional Water (OWNER or ALRW) and CDM Smith Inc. (ENGINEER or CDM Smith) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*
 - a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 - d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

- e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.
7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
9. *Records:*
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
10. *Reports:*
- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field

Orders.

- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
13. *Completion:*
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and

programs in connection with the Work.

6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

City of Avon Lake
Board of Municipal Utilities
and
USW
International Union, AFL-CIO & CLC
Local 1-865

Letter of understanding regarding
12 hour shifts at the Water Filtration and Water Pollution Control Plants

This letter will confirm the understanding of the Union and the Employer regarding the purpose of establishing twelve hour shifts at both of above mentioned plants. This 12 hour shift experimentation for the trial period of approximately one year starting with the pay period beginning Monday July 11, 2016 and ending with the current contract ending date of June 30, 2017. Both plants do not have to participate, but the Water Filtration Plant would like to implement 12 hour shifts at this time.

The normal workday shall be eight (8) hours on Monday and twelve (12) hours on any day in the workweek. The Water Plant Operators and Management have identified a 12 hour shift plan that works for both to implement in this trial period. The shift is essentially rotating shifts starting at 6am to 6pm and 6pm to 6am. On the Monday shift starting at 6am – relief operator works 6am to 2pm shift, operator # 1 operator works 2pm to 10 pm shift and operator #2 works 10 pm to 6 am shift ending at 6 am Tuesday morning. All other shifts will be rotating 12 hour shifts with two weeks of dayshifts then two weeks of night shifts rotation.

For the regular operator the work week begins at 12:01am Monday and ends 11:59 Sunday two weeks later thus working 80 hours of shift work. The regular operator in this time period will be scheduled for 80 hours of shift work on a normal basis. For overtime compensation the operator will receive the overtime rate per the contract for any hours worked past 80 hours in the two week period. The 80 working hour's bi weekly is a change for the operator from the current contract of overtime after 8 hours day 40 hours in a week and the new after 80 hours is acknowledged by all parties and is something that is agreed.

The relief operator work week begins at 12:01 am Sunday and ends at 11:59 Saturday and they will normally work a regular work week of five -8 hour shifts for a total of 40 hours and will receive the overtime rate per the contract for any hours worked over 40 hours in the above mentioned work week. As much as possible the relief operators will

cover open shifts first, but regular operators recognize in our discussions they will have cover open shifts also on their days off to make this shift plan work. The maximum hours any operator can work in a day is 16 hours straight unless it is emergency situation and approved by management.

All operators will receive 8 hours of comp time for a holiday and holiday overtime rate for any hours worked on the holiday. The operators will have the option of turning overtime from holiday to any amount of comp time they want. Regular operators are required to work all holiday shifts as scheduled and not allowed to take leave. On Monday holidays the relief operator working the 6am to 2pm shift will receive the 8 hours of comp time and the holiday overtime rate and have the same comp time option.

All operators including relief operators will receive the current shift differential pay that is in the current contract during this trial period. On the issue of vacation, personal, and sick leave the regular operators recognize they will have to use 12 hours of vacation, personal, and sick leave to take their shift off. On the issue of bereavement leave in the current contract the regular operator recognizes the leave is based on 8 hours and can supplement with other leaves including sick leave with the appropriate documentation as required in the current contract.

The parties acknowledge and agree that nothing in this letter of understanding, or the Employer's willingness to enter into the same, shall be interpreted to limit, modify, or abridge any of the Employer's rights under the current Agreement; and that except as provided herein, nothing in this letter of understanding, or the Union's willingness to enter into same, shall be interpreted to limit, modify, or abridge any of the Union's rights under the agreement.

For the Union:

For the Employer:

