

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 13, 2006

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

**2:00 PM Bid Opening Date And Time For Site Work And Utilities For The New Headquarters And Facility For The Delaware Council For Older Adults Facility**

**PUBLIC COMMENT**

**RESOLUTION NO. 06-891**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 10, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held July 10, 2006 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

**RESOLUTION NO. 06-892**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0712 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0712:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0712, memo transfers in batch numbers MTAPR0712 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Mathews Kennedy Ford	2006 Ford Pickup 4X4/Sanitary Eng.	65111904-5450	\$ 16,197.10
Richard C. Wing	Easement for Perry Taggart	65511918-5401	\$ 12,000.00
<b>Increases</b>			
Tony & Tammy McWherter	Client Travel	22511607-5350	\$ 3,000.00
Patricia Jones	Day Care	22411610-5348	\$ 3,500.00
Boys Village Inc.	Residential Treatment	22511607-5342	\$ 19,010.34
<b>Decrease</b>			
Boys Village Inc.	Residential Treatment	22511608-5342	\$ 7,095.66
<b>Vouchers</b>			
US Filter	Bioxide Chemicals	65211905-5290	\$ 17,589.25
AEP	Monthly Service	65211905-533833802	\$ 41,730.45
T & J Junior Academy	Day Care	22411610-5348	\$ 10,497.43
Child Care Unlimited, Galena	Day Care	22411610-5348	\$ 8,076.77
Richard C. Wing	Easement for Perry Taggart	65511918-5401	\$ 12,000.00
<b>Memo Transfer Voucher</b>			
<b>From</b>	<b>To</b>		
CSEA	Juvenile Court	Court Contract	\$ 6,681.54
23711630-5360	10026201-4245		
CSEA	Commissioners	Indirect Cost July	\$ 4,756.62
23711630-5380	10011101-4233		
CSEA	Commissioners	Rent July 06	\$ 7,552.85
23711630-5335	10011101-4233		

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

**RESOLUTION NO. 06-893**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Chad Richardson has resigned his employment with the Department of Job and Family Services; effective date July 20, 2006.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

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**RESOLUTION NO. 06-894****IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Robert Bessinger has resigned his position as a part-time employee with the Delaware County EMS Department; effective date June 30, 2006.

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-895**

**IN THE MATTER OF AMENDING RESOLUTION 06-798 APPROVING CONTRACT COMPLETION AND FINAL SYSTEM ACCEPTANCE AND PAYMENT FOR HARRIS CORPORATION FOR THE MICROWAVE PORTION OF THE DELAWARE COUNTY 800 MHZ RADIO SYSTEM:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adopt the following Resolution:

WHEREAS, discussion between Delaware County and Harris Corporation regarding contract costs and approved change orders resulted in a change to the final payment to Harris;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve amending Resolution 06-798 changing the final payment amount to Harris Corporation, realizing a savings to the County of \$3,331.00 and authorizing a new voucher in the amount of \$916,255.00.

Vote on Motion            Mr. Jordan            Aye    Mr. Evans            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-896**

**IN THE MATTER OF APPROVING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MALCOLM PIRNIE, INC:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

**AGREEMENT FOR PROFESSIONAL SERVICES  
between  
DELAWARE COUNTY BOARD OF COMMISSIONERS  
and  
MALCOLM PIRNIE, INC.**

**Project Number 3338-005**

This is an Agreement effective as of July 13<sup>th</sup>, 2006 ["Effective Date"] between Delaware County ["Client"], a political subdivision chartered under the laws of the State of Ohio, having its principal place of business at 50 Channing Street, Delaware, Ohio 43015, and Malcolm Pirnie, Inc. ["Malcolm Pirnie"], a New York corporation having its principal place of business at 104 Corporate Park Drive, White Plains, New York 10602, having an office at 1900 Polaris Parkway, Suite 200, Columbus, Ohio 43240-2020.

The Client intends to design the Residuals Master Plan Phase 1 Facilities ["Project"]. Client engages Malcolm Pirnie to provide professional engineering services related to the design in support of its Project [Services].

The location of the Project is Delaware County [Site], Ohio [State].

Malcolm Pirnie's Services for the Project are described generally as follows:

Detail design of sludge dewatering and sludge conveying facilities at the Olentangy Environmental Control Center, detail design of aerobic digestion aeration/mixing improvements, detail design of sludge conveying modifications, and detail design of odor control facilities for the aerobic digesters at the Alum Creek Water Reclamation Facility, implementation of a biosolids end-product market survey, and as an optional service, selection of a site for a Central Residuals Processing Facility.

In consideration of the mutual promises herein, Client and Malcolm Pirnie agree that the terms and conditions of this Agreement are the following:

1. BASIC SERVICES
  - 1.1 Scope. Malcolm Pirnie shall provide the Basic Services described in Schedule A. Malcolm Pirnie's

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obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.

1.2 Standard of Care. Malcolm Pirnie shall perform the professional engineering Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the services are provided [Standard of Care]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.

1.3 Instruments of Service. Malcolm Pirnie is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [Service Instruments] and other services provided under this Agreement.

1.4 Applicable Codes. The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.

1.5 Indemnification. Malcolm Pirnie agrees to indemnify and hold Client harmless from all losses and damages resulting from Malcolm Pirnie's failure to meet the Standard of Care.

1.6 Contract Documents. The Service Instruments shall incorporate Malcolm Pirnie's standard construction documents [Contract Documents].

1.7 Subcontractors. Any subcontractors and outside associates or consultants to be engaged by Malcolm Pirnie under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

1.8 Hazardous Wastes. Client represents that the Project does not contemplate the performance of services, professional or otherwise, related to hazardous or toxic wastes, material, or substances and other pollutants. Malcolm Pirnie shall not be responsible for and, to the fullest extent permitted by law, shall be held harmless from all costs and other liabilities arising from the presence in or about the Project of hazardous or toxic wastes, material or substances and other pollutants, whether or not designated as such by law or regulation.

1.9 Construction Phase Services. In the event the construction phase services are provided by another party, Malcolm Pirnie shall not be responsible for and Client shall indemnify and hold Malcolm Pirnie and Malcolm Pirnie's consultants harmless from all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, shop drawing or sample approval or modifications of such documentation issued or carried out by Client or others or construction observation carried out by others. Nothing contained in this paragraph shall be construed to release Malcolm Pirnie or Malcolm Pirnie's consultants from liability for failure to perform in accordance with professional standards any duty or responsibility which Malcolm Pirnie has undertaken or assumed under this Agreement.

## 2. ADDITIONAL SERVICES

2.1 Scope. Malcolm Pirnie will provide the Additional Services described in Schedule B when authorized in writing by Client.

## 3. CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

3.1 Client's Representative. Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Project.

3.2 Project Criteria. Provide all criteria and information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations. Furnish copies of all design and construction standards which Client will require to be included in the Service Instruments.

3.3 Data. Provide all available information, including previous reports and any other data in the possession of Client relevant to design or construction of the Project. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. Malcolm Pirnie may rely on the accuracy and completeness of the supplied data.

3.4 Not used.

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- 3.5 Access. Arrange for Malcolm Pirnie to enter upon public and private property as legally permitted.
- 3.6 Review. Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time.
- 3.7 Permits. Furnish approvals and permits from governmental authorities and other entities having jurisdiction over the Project and approvals from others as may be necessary for the timely completion of the Project.
- 3.8 Not used.
- 3.9 Not used.
- 3.10 Not used.
- 3.11 Ancillary Costs. If the Construction Cost includes the cost of the activities described in 3.7, provide an estimate of such costs to Malcolm Pirnie for Project cost estimating purposes.
- 3.12 Meetings. Attend the pre-bid conference and bid opening.
- 3.13 Project Developments. Give prompt written notice to Malcolm Pirnie whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Malcolm Pirnie's services.
4. PERIODS OF SERVICE
- 4.1 Time of Performance. Sections 4 and 5 anticipate the orderly and continuous progress of the Services through completion of design. The time of performance is the period reasonably expected to be required for the design, and recommendation of award of contract.
- 4.2 Delays. If Schedule A specifies periods of time for performance of Services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of Malcolm Pirnie, the compensation specified under Section 5 shall be subject to equitable adjustment with prior approval of the Delaware County Board of Commissioners.
- 4.3 Start of Performance. Malcolm Pirnie will start the Basic Services upon authorization by the Delaware County Board of Commissioners. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and Pirnie will precede such authorization via Notice to Proceed.
- 4.4 Completion of Performance. For the purposes of final payment under Section 5, completion of Malcolm Pirnie's Services will occur:  
for a study, investigation or planning activity: upon delivery of the final report as specified in Schedule A or B, as appropriate;  
for a design activity: when the Bid Set of Contract Documents is delivered as specified in Schedule A;  
for a bidding: upon issuance by Malcolm Pirnie of recommendation of award of the construction contract.
- 4.5 Force Majeure. If a force, event, or circumstance beyond Malcolm Pirnie's control interrupts or delays Malcolm Pirnie's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.
5. COMPENSATION
- 5.1 Basic Services. Client shall pay Malcolm Pirnie the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for work performed and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by Client.
- 5.2 Not used.
- 5.3 Litigation Services. If Client requires Malcolm Pirnie's services either as a witness in, or in support of, litigation or other dispute resolution procedures between Client and a third party, Malcolm Pirnie will provide such services in accordance with a Pricing Schedule for litigation services.
- 5.4 Delay or Termination.
- 5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than Malcolm Pirnie's fault, Malcolm Pirnie may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.

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5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, Malcolm Pirnie shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable termination expenses.

5.4.3 Should the County determine Malcolm Pirnie is not performing timely or to quality expectations, this contract can be cancelled with 30 days notice should service not improve.

5.5 Disputed Amounts. Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to Malcolm Pirnie in accordance with Schedule C.

5.6 Not used.

6. OPINIONS OF CONSTRUCTION COST

6.1 Construction Cost. The cost of constructing the Project [Construction Cost] means the total cost to Client of those portions of the Project designed and specified in the Service Instruments. Construction Cost will not include Malcolm Pirnie's compensation and expenses, the cost of land, rights of way, or compensation for properties unless specified in Schedule A. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraphs 3.6 unless otherwise specified in Schedule A.

6.2 Opinions of Cost. Malcolm Pirnie has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Malcolm Pirnie's opinion of probable Construction Cost is made on the basis of Malcolm Pirnie's experience and qualifications and represents Malcolm Pirnie's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Malcolm Pirnie does not guarantee that proposals, bids or actual Project cost will not vary from Malcolm Pirnie's opinions of probable Construction Cost.

7. GENERAL CONSIDERATIONS

7.1 Changes. By written notice at any time, the Delaware County Board of Commissioners may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to Malcolm Pirnie's performing the changed services.

7.2 Confidentiality. Malcolm Pirnie will hold secret and confidential all information designated by Client as confidential [Confidential Information]. Malcolm Pirnie will not reveal Confidential Information to a third party unless:

7.2.1 Client consents in writing;

7.2.2 the information is or becomes part of the public domain;

7.2.3 Malcolm Pirnie lawfully possessed the information before receipt from Client;

7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or

7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.3 Professional Service. The Service Instruments furnished under this Agreement are the tangible results of Malcolm Pirnie's Services for the Project. Malcolm Pirnie shall retain ownership and property interests in the Service Instruments.

7.3.1 Reuse. Malcolm Pirnie does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Project or on any other project. Any reuse without written verification or adaptation by Malcolm Pirnie for the specific purpose intended is at Client's sole risk, without liability to Malcolm Pirnie. Any such verification or adaptation will entitle Malcolm Pirnie to compensation at rates to be agreed on by Client and Malcolm Pirnie.

7.3.2 CADD. Malcolm Pirnie may provide information related to the Service Instruments in computer-assisted design and drafting format [CADD] to Client. CADD is derived in part from computer software for which Malcolm Pirnie is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

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7.3.3 Electronic Media. Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

7.4 Insurance. Malcolm Pirnie will maintain insurance against the following risks during the term of the Agreement:

7.4.1 workers compensation in statutory amounts and employer's liability for Malcolm Pirnie's employees' Project-related injuries or disease;

7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from Malcolm Pirnie's performance under this Agreement; and

7.4.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of Malcolm Pirnie's failure to meet the Standard of Care.

7.5 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State.

7.6 Successors. This Agreement is binding on the successors and assigns of Client and Malcolm Pirnie. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and Malcolm Pirnie.

7.7 Independent Contractor. Malcolm Pirnie represents that it is an independent contractor and is not an employee of Client.

7.8 Disputes. If a dispute or complaint [Dispute] arises concerning this Agreement, Client and Malcolm Pirnie will negotiate a resolution of the Dispute. Any time which elapses in attempting to resolve the Dispute through negotiation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

7.8.1 Negotiation. Following written notice of a Dispute, a minimum of three face-to-face meetings (or less if the Dispute is resolved) shall be held.

7.8.2 Not used.

7.8.3 Not used.

7.8.4 Not used.

7.9 Notices. Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Agreement. An address may only be changed by written notice.

7.10 Applicable Law. If applicable to this Agreement, Malcolm Pirnie will comply with the requirements of:

7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,

7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.

7.10.4 Further, this Agreement shall be governed by the laws of the state of Ohio and the parties agree that the Delaware County, Ohio Common Pleas Court will have jurisdiction over all claims relating to this Agreement.

7.11 Entire Agreement. This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and Malcolm Pirnie. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and Malcolm Pirnie.

7.12 Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction

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declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

7.13 Effective Date. Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.

8. SECTION 8 -- SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 Special Provisions. This Agreement is subject to the following special provisions:

8.1.1 (None)

8.2 Schedules. The following Schedules are attached to and made a part of this Agreement:

8.2.1 Schedule A "Scope of Basic Engineering Services" consisting of 9 pages.

8.2.2 Schedule B "Additional or Optional Engineering Services" consisting of 1 page.

8.2.3 Schedule C "Pricing Schedule" consisting of 4 pages.

**Schedule A "Scope of Basic Engineering Services"**

This Agreement outlines the basic services to be performed by Malcolm Pirnie for the implementation of the Residuals Master Plan Phase 1 recommendations. The scope of services is outlined under five broad categories: project management, initial studies, predesign, detailed design, and bidding.

**A. PROJECT MANAGEMENT:**

**1. Project Planning and Management:**

- a. Develop Project Agreement/Plan.
- b. Develop Project Schedule.
- c. Coordinate internal project activities.
- d. Monitor and control project staffing, budget, and schedule.
- e. Report project progress to the County.
- f. Organize and coordinate project workshops (see attached table).

**B. INITIAL STUDIES:**

**1. Project Kickoff and Review of Existing Documents:**

- a. Attend project kick-off meeting (Workshop No. 1)
- b. Review all existing documents including:
  - Residuals Master Plan.
  - Recent plant operating data not included in Master Plan.
  - Any other documents relevant to the project.
  - Updated growth projections from the County.
  - Plant drawings.

**2. Data Analysis:**

- a. Based on current plant operating data and updated growth projections, revise Master Plan residuals projections, as necessary. Develop peak month and average residuals projection values to be used in this project.
- b. Prepare a draft technical memorandum (TM No. 1: Residuals Projections) outlining the development of the revised residuals projections. Submit the memorandum for review.
- c. Meet with County staff (Workshop No. 2) to discuss and resolve review comments. Finalize and submit TM No. 1.

**3. Selection of Dewatering Equipment for OECC:**

- a. Identify manufacturers of centrifuge dewatering equipment
- b. Issue Request for Proposal to selected manufacturers. As a minimum, the RFP will contain the following:
  - Feed solids quantity and quality.
  - Desired dewatering period (number hours/day days/week).
  - Space availability for installation.
  - Information requested from manufacturers:
    - Dewatered cake solids anticipated.
    - Equipment footprint and proposed layout.
    - Power requirements.
    - Estimate of polymer requirements.
    - Technical description of proposed equipment.

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- o Energy conservation features.
- o References of full scale installations using equipment same as proposed unit for dewatering aerobically digested sludge.
- o Equipment cost.
- c. Call references provided by manufacturers and obtain information on equipment performance, operation, maintenance, and after-sales assistance.
- d. Prepare and submit draft technical memorandum (TM No. 2: Dewatering Evaluation) to the County comparing the various manufacturers.
- e. Meet with the County staff (Workshop No. 3) to:
  - Review and discuss the technical memorandum.
  - Shortlist up to three (3) dewatering equipment manufacturers for further consideration.
  - Assist the County Staff to establish selection criteria and weighting factors for the in-depth evaluation of the shortlisted dewatering manufacturers.
- f. Invite shortlisted suppliers to perform on-site testing to demonstrate site-specific performance. The on-site testing would be conducted for a minimum of 6 hours excluding start-up and shutdown. At a minimum the following information will be generated:
  - Throughput in gpm (by manufacturer).
  - Optimized polymer flow rate and dose (by manufacturer).
  - Total suspended solids in the feed, filtrate/centrate, and dewatered cake (Samples collected by the County staff and analyzed by the County or contract laboratory).
  - Ammonia-nitrogen, total kjeldhal nitrogen (TKN), total phosphorus, and ortho phosphorus in the filtrate/centrate (Samples collected by the County staff and analyzed by the County or contract laboratory).
- g. Accompany County Staff on site visits (one representative installation per manufacturer) to gain first-hand information on performance, operation, and maintenance of the dewatering equipment.
- h. Revise the previously submitted technical and cost proposal, if necessary, based on findings of the on-site testing.
- i. Based on on-site test data, information collected during site visit, and submitted proposals, select a procurement procedure.
- j. Finalize and submit TM No. 2.

**4. Selection of Sludge Conveying Equipment for OECC:**

- a. Identify manufacturers of sludge conveying equipment.
- b. Prepare and submit a draft technical memorandum (TM No. 3: Sludge Conveyor Evaluation) to the County comparing the various manufacturers.
- c. Accompany County Staff on site visits (one representative installation per manufacturer) to gain first-hand information on performance, operation, and maintenance of the conveying equipment.
- d. Based information collected during site visit and submitted proposals, select a conveyor manufacturer for facility design.
- e. Finalize and submit TM No. 3.

**5. Assess Digester Aeration/Mixing Improvements:**

By elevating the solids concentration within the digester, it would be possible to enhance digester capacity and buy time for Phase 2 implementation. However, in order to successfully operate the digester at a higher solids concentration, aeration and mixing will need to be improved. This task will assess the feasibility of improving aeration and mixing at ACWRF.

- a. Identify alternatives for improved aeration/mixing. Available technologies include:
  - Jet aeration.
  - Pulsed air.
  - Improvement to existing aeration system.
- b. Contact manufacturers and obtain the following information:
  - Technical details.
  - Proposed layout.
  - Accessory system requirements (blowers, pumps, air compressor, etc.).
  - References of full scale installations.
  - Cost.
- c. Call references provided by manufacturers and obtain information on performance, operation, maintenance, and after-sales assistance.
- d. Prepare and submit draft technical memorandum (TM No. 4: Evaluation of Digester Aeration/Mixing Improvements) to the County assessing the feasibility of improving digester aeration/mixing. Compare the various aeration/mixing technologies based on economic and non economic factors.
- e. Meet with the County staff (Workshop No. 4) to:
  - Review and discuss the aeration/mixing technical memorandum.
  - Establish feasibility of improving digester aeration/mixing.
  - Select preferred manufacturer(s) and forward to the design phase.
- f. Finalize and submit TM No. 4 incorporating the above information.



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**6. Selection of Odor Control Technology for ACWRF:**

- a. Review aerobic digester operation with ACWRF staff and identify digester operational changes, if any, that could potentially reduce odors.
- b. In order to develop effective odor control strategies, it is necessary to identify odor causing compounds and their concentrations. The following describes the work that will be conducted to characterize the air emissions from the aerobic digesters in order to evaluate odor control alternatives:
  - Complete continuous monitoring for hydrogen sulfide concentration at several vent locations, one at a time, near the air vents on the top of the digester/storage tanks.
  - Take three samples and analyze for other reduced organic sulfur compounds such as methyl mercaptan and dimethyl sulfide. Two samples will be taken during times when blowers have been running for at least 4 hours. The third sample will be taken immediately after blowers have been restarted after having been out of operation for at least 4 hours..
- c. Several basic types of odor treatment technologies are available. These include carbon adsorption, bioscrubbing, biofiltration, and discharge to aeration basin. Unless precluded by the results of the odor sampling and analysis, biofiltration will be the preferred alternative. If necessary, based on the findings of the odor monitoring program, the other above alternatives will be screened and the most appropriate technology will be identified.
- d. The manufacturer of the shortlisted odor control system will be contacted to obtain the following information:
  - Technical details and overall dimensions.
  - Proposed layout.
  - Accessory system requirements (blowers, power, water supply, chemical feed, etc.).
  - References of full scale installations.
  - Cost.
- e. Call references provided by manufacturer and obtain information on odor control effectiveness, operation, maintenance, and after-sales assistance.
- f. Accompany County Staff on site visit to the shortlisted odor control system to gain first-hand information on appearance, performance, operation, and maintenance.
- g. Prepare and submit a draft technical memorandum (TM No. 5: Odor Control Alternative Evaluation) containing the following:
  - Summary of the odor characterization effort and its findings.
  - Evaluation of odor control alternative
  - Preliminary cost estimate (capital and O&M) of the shortlisted alternative.
  - Compare the various odor control technologies.
- h. Meet with the County staff (Workshop No. 4) to:
  - Review and discuss TM No. 5.
- i. Finalize technical memorandum and forward the selected odor control system to the design phase.
- j. Finalize and submit TM No. 5 incorporating the above information.

**7. End-Product Market Analysis:**

- The purpose of the market analysis is to identify land application sites and end-product disposal options. The specific tasks include:
- a. Contact cities to determine:
    - The biosolids disposal strategy.
    - How end-product market assessment is performed.
    - Lessons learned.
    - Other pertinent information regarding end-product market.
  - b. Building on the Master Plan market survey, identify landscape contractors and compost facilities to determine:
    - Present operation – product marketed:
      - Topsoil.
      - Soil amendment.
      - Compost.
      - Other.
    - Typical low/high demand periods.
    - Future expansion plans.
    - Interest in using biosolids from OECC and ACWRF.
    - Anticipated demand.
    - Desired quality:
      - Raw/Class B/Class A biosolids.
      - Dried/dewatered/alkaline stabilized biosolids.
      - Cost to County.
  - c. In collaboration with County staff, identify appropriately sized land application sites.
  - d. Contact land owners to determine:
    - Available land area.
    - Crops grown.
    - Present fertilization practice.

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- Interest in land applying biosolids from OECC and ACWRF.
- Desired quality – Class A/Class B/alkaline stabilized material.
- e. Contact landfill owners to determine space availability, costs, landfilling restrictions, or other factors associated with landfilling unstabilized, Class B, or Class A biosolids.
- f. Prepare and submit draft technical memorandum (TM No. 6: End-Product Market Survey) outlining the market survey methodology, key findings, and recommendations.
- g. Meet with County staff (Workshop No. 5) to discuss TM No. 6.
- h. Finalize and submit TM No. 6 incorporating the above information.

**8. Selection of Central Residuals Processing Facility Site: (THIS TASK WILL NOT BE INITIATED UNLESS SPECIFICALLY DIRECTED BY DELAWARE COUNTY.)**

- a. During the Residuals Master Plan, two potential sites were identified for the Central Processing Residuals Facility (CPRF); the County Home and the Solid Waste Transfer Station sites. In conjunction with the County staff, MPI will:
  - Identify other available sites, if any. The County's geographical information system (GIS) would be used for this purpose, as applicable.
  - Perform preliminary screening to shortlist up to three suitable sites based on:
    - Haul distance from OECC and ACWRF, which impacts operating cost.
    - Accessibility and ownership, which impact the initial cost.
    - Grease and grit disposal.
    - Other factors developed in conjunction with County staff.
- b. Visit candidate sites with County staff.
- c. Perform a desktop review of available agency resource information and make a visit to each potential site to determine the presence/absence of ecologically sensitive areas (e.g., high quality wetlands/streams, threatened and endangered species habitat) that could potentially cause delays during the permitting phase of this project. Prepare and submit a letter report to the County discussing the results of the site visits. The letter report will include recommendations for siting the CPRF in a manner that will minimize environmental permitting requirements.
- d. Evaluate candidate sites using the following criteria:
  - Proximity to OECC and ACWRF.
  - Proximity to present and potential land application sites.
  - Availability.
  - Elevation with respect to the 100-year flood plain.
  - Availability of utilities (water, sewer, power, etc.).
  - Accessibility.
  - Public acceptance.
  - Traffic patterns.
  - Cost of development.
  - Other factors developed in conjunction with County staff.
- e. Prepare and submit a draft technical memorandum (TM No. 7: CRPF Site Evaluation) comparing the various sites, based on economic and non-economic factors.
- f. Meet with the County staff (Workshop No. 6) to discuss TM No. 7 and select the preferred site for in-depth investigation.
- g. Finalize and submit TM No. 7 incorporating the above information.

**C. PRE-DESIGN PHASE:**

**1. Preliminary Design of Key Components:**

- a. During this phase, predesign level details will be developed for the recommendations resulting from the initial studies. This includes:
  - New dewatering facility at OECC.
  - New conveyor at OECC.
  - Modifications to existing belt conveyor at ACWRF.
  - Odor control system for the aerobic digester at ACWRF.
  - Provision for dump trailer biosolids storage at ACWRF and OECC.
  - Aerobic digester aeration/mixing improvement.
- b. At a minimum, pre-design details will include the following, where applicable:
  - Design criteria.
  - Equipment capacities, technical details, overall equipment dimensions.
  - Equipment redundancy.
  - Layout drawings/sketches.
  - Associated piping and valves schematics.
  - Accessory requirements (power, chemical storage and feed, water supply etc.).

**2. Selection of Various Biosolids Handling Vehicles:**

- a. Meet with County staff to discuss the information received and assist the County in selecting the preferred manufacturer(s).

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**D. FINAL DESIGN PHASE:****1. Scope of Facilities and Components:**

During this phase, detailed design of the following elements will be completed:

- a. New dewatering facility at OECC.
- b. New conveyor at OECC.
- c. Modifications to existing belt conveyor at ACWRF.
- d. Odor control system for the aerobic digester at ACWRF.
- e. Dump trailers for biosolids storage at ACWRF and OECC.
- f. Aerobic digester aeration/mixing improvement at ACWRF.

**2. Drawings:**

Prepare drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings"). Drawings will be prepared to show the following, where applicable:

- a. Process schematics and hydraulic profile.
- b. Site piping and grading plans including access roads.
- c. Architectural views, and associated facilities.
- d. Structural, HVAC, and plumbing components and details.
- e. Mechanical equipment configuration and layout, piping layout, and details.
- f. Electrical equipment and connections.
- g. Process instrumentation and control.

**3. Specifications:**

- a. Prepare for review and approval by the County, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid, and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee) and other related documents.
- b. Prepare construction specifications to supplement the detailed design drawings. The specifications will be in Malcolm Pirnie's Standard Construction Specifications Institute (CSI) Specification format.

**4. Review Submittals:**

Submit documents to the County for review. Approximately a week following the submittal, Malcolm Pirnie will meet with the County staff to discuss and resolve review comments. A total of four design workshops are proposed at the following milestones:

- a. Workshop No. 7: 30 percent design completion.
- b. Workshop No. 8: 60 percent design completion.
- c. Workshop No. 9: 90 percent design completion.
- d. Workshop No. 10: 99 percent design completion.

**5. Cost Estimating:**

- a. An opinion of probable construction costs will be developed at various stages of the project. Unit costs will be based on manufacturer's quotes, cost estimating manuals, and recent Malcolm Pirnie construction cost estimating experience. These costs will include allowances for contractor overhead and profit including contingency. Additionally, the costs will be broken down by construction trade (i.e. General, HVAC, Plumbing, and Electrical), by specification division, and by plant process area.
- b. It is anticipated that cost estimates will be developed at the following milestones:
  - Initial estimate at completion of 30 percent design.
  - Update at completion of 60 percent design.
  - Update at completion of 99 percent design.
  - Finalize at the initial advertisement date.

**6. Building Permits:**

Provide technical criteria, written descriptions and design data for Client's use in filing applications for permits with, or obtaining approvals of, such governmental authorities as have jurisdiction to approve the design of the Assignment, and assist Client in consultations with appropriate authorities.

**7. Permit To Install Application:**

- a. Malcolm Pirnie will prepare and submit an Ohio EPA Permit to Install application for the following:
  - Odor Control Facilities and other modifications at ACWRF.
  - Dewater and conveyor facilities at OECC.
  - Sludge storage facility at the CRPF.
- b. This Scope of Basic Engineering Services does not include application or plan review fees for the Ohio EPA Permit To Install. The County will pay Permit to Install and plan review fees.

**E. BIDDING ASSISTANCE:**

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**1. Issue Bidding Documents:**

- a. Prepare and issue bidding documents to potential bidders and keep a record of their issuance. A maximum of 10 sets of "unpaid" bidding documents are included for distribution to, and/or use by, Malcolm Pirnie, the County, Ohio EPA, other potential permitting agencies, and various construction industry plan holders (i.e. F.W. Dodge, Builder's Exchange, etc.). It is assumed that all other sets will be sold to potential bidders at a cost that will be close to the cost of reproduction.
- b. Prepare and issue addenda to each procurer of the bidding documents.
- c. Provide non-binding information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of bidding documents.
- d. Attend a pre-bid conference.
- e. Attend the opening and reading of the bids.

**2. Bid Evaluation:**

- a. Review the bids and make recommendations to the County regarding the award of the contract.

Workshop No.	Purpose
1	Project kickoff
2	TM No. 1: Residuals Projections
3	TM No. 2: Dewatering Evaluation TM No. 3: Sludge Conveyor Evaluation
4	TM No. 4: Assessment of Digester Aeration/Mixing Improvements TM No. 5: Odor Control Alternative Evaluation
5	TM No. 6: End-Product Market Survey
6	TM No. 7: CRPF Site Evaluation
7	30 percent design review
8	60 percent design review
9	90 percent design review
10	99 percent design review

**Schedule B "Additional or Optional Engineering Services"**

If authorized in writing by the Client, Malcolm Pirnie shall furnish or obtain from others Additional Services of the types described below. These services are not included as part of Basic Services except to the extent provided otherwise in Schedule A. These will be paid for by Client as indicated in Schedule C.

- a. Additional copies of contract drawings and specifications.
- b. Extra travel and subsistence for Malcolm Pirnie and its staff beyond that normally required under basic circumstances, when authorized by the Client.
- c. Revision of design documents, drawings, or specifications after they have been accepted and approved by the Client.
- d. Preparation of documents for alternate bids or for rebids requested by the Client.
- e. Property/easement acquisition.

**Schedule C "Pricing Schedule"**

C.1 The Pricing Schedule consists of this page plus the following documents, attached and made part of this Agreement:

- a. Schedule C - Cost Summary consisting of 1 page.
- b. Schedule C - Preliminary Drawing List consisting of 2 pages.

**C.2 Terms of Payment**

C.2.1 **Multiplier.** For Basic Services under Section 1, Client shall pay Malcolm Pirnie's actual Direct Labor Cost for each individual working on the project plus an Indirect Labor Cost of the Direct Labor Cost times a factor of 2.15.

The cost of Malcolm Pirnie's services, including non-labor expenses, is:	
All Scope Items per Schedule A except Scope Item B.8.	\$495,000
Scope Item B.8.	
(not to be initiated unless specifically directed by Delaware County)	<u>\$ 25,000</u>

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Total \$520,000

C.3 **Reimbursable Expenses.** Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10% to cover handling. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Computer usage:	\$3.60/per labor hour
Transportation:	\$0.50/mile for vehicles
Reproduction:	\$0.76/per labor hour
Specialty Equipment:	In accordance with a usage rate schedule

C.4 **Invoices.** Malcolm Pirnie will submit invoices to Client for each month during which services were performed.

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Residuals Master Plan Phase 1 Implementation**

**Schedule C  
Preliminary Drawing List**

1	G-1	Cover Sheet
2	G-2	General - Legend, Symbols, and Abbreviations
3	G-3	Civil/Mechanical - Legend, Symbols, and Abbreviations
4	G-4	Structural - General Notes, Symbols, and Abbreviations
5	G-5	Heating and Ventilating - Symbols, and Abbreviations and General Notes
6	G-6	Electrical - Legend, Symbols, and Abbreviations
7	G-7	Instrumentation - Legend, Symbols, and Abbreviations
8	C-1	Olentangy - Existing Grading/Piping Plan
9	C-2	Olentangy - Proposed Piping/Grading Plan
10	C-3	Olentangy - Site Details
11	M-1	Olentangy - Solids Process Flow Schematic
12	M-2	Olentangy - Centrifuge Process Flow Schematic
13	M-3	Olentangy - Centrifuge/Sludge Pump Building - Demolition Plans
14	M-4	Olentangy - Centrifuge/Sludge Pump Building - Demolition Plans
15	M-5	Olentangy - Centrifuge/Sludge Pump Building - Plans
16	M-6	Olentangy - Centrifuge/Sludge Pump Building - Sections
17	M-7	Olentangy - Centrifuge/Sludge Pump Building - Sections and Details
18	S-1	Olentangy - Centrifuge Building - Plans
19	S-2	Olentangy - Centrifuge Building - Sections and Details
20	S-3	Olentangy - Centrifuge Building - Details
21	S-4	Olentangy - Structural Typical Details

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22	H-1	Olentangy - Plans and Sections
23	H-2	Olentangy - Schedules and Details
24	E-1	Olentangy - Site Plan
25	E-2	Olentangy - One-Line Diagram and MCC Elevation
26	E-3	Olentangy - Centrifuge/Sludge Pump Building - Plans
27	E-4	Olentangy - Control Schematics
28	E-5	Olentangy - Control Riser Diagram and Lighting Panel Schedules
29	E-6	Olentangy - Electrical Details

30	I-1	Olentangy - Solids Process and Instrumentation Diagram
31	I-2	Olentangy - Centrifuge Process and Instrumentation Diagram

**Delaware County Board of Commissioners  
Residuals Master Plan Phase 1 implementation**

**Schedule C  
Preliminary Drawing List**

32	C-4	Alum Creek - Existing Overall Site Plan
33	C-5	Alum Creek - Existing Grading/Piping Plan
34	C-6	Alum Creek - Proposed Grading/Site Plan
35	C-7	Alum Creek - Site Details
36	M-8	Alum Creek - Solids Building Proposed Plan
37	M-9	Alum Creek - Solids Building Sections
38	M-10	Alum Creek - Solids Building Details
39	M-11	Alum Creek - Odorous Air Process Flow Schematic
40	M-12	Alum Creek - Humidification Process Flow Schematic
41	M-13	Alum Creek - Sludge Storage Tanks - Plans
42	M-14	Alum Creek - Sludge Storage Tanks - Plans
43	M-15	Alum Creek - Sludge Storage Tanks - Sections and Details
44	M-16	Alum Creek - Biofilter Foundation Plan
45	M-17	Alum Creek - Biofilter Intermediate Plan
46	M-18	Alum Creek - Biofilter Top Plan
47	M-19	Alum Creek - Biofilter Details
48	S-5	Alum Creek - Solids Building Details
49	S-6	Alum Creek - Biofilter Foundation Plan
50	S-7	Alum Creek - Biofilter Top Plan
51	S-8	Alum Creek - Biofilter Sections
52	S-9	Alum Creek - Structural Typical Details

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53	E-7	Alum Creek - Site Plan
		Alum Creek - One-Line Diagram and MCC
54	E-8	Elevation
55	E-9	Alum Creek - Solids Building Plans
56	E-10	Alum Creek - Biofilter Plans
57	E-11	Alum Creek - Control Schematics
		Alum Creek - Control Riser Diagram and Lighting
58	E-12	Panel Schedules
		Alum Creek - Odorous Air Process and
59	I-3	Instrumentation Diagram
		Alum Creek - Humidification Process and
60	I-4	Instrumentation Diagram

Vote on Motion            Mr. Ward            Aye    Mr. Jordan            Aye    Mr. Evans            Aye

**RESOLUTION NO. 06-897**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:45AM.

Vote on Motion            Mr. Evans            Aye    Mr. Jordan            Aye    Mr. Ward            Aye

**RESOLUTION NO. 06-898**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 11:04AM.

Vote on Motion            Mr. Jordan            Aye    Mr. Evans            Absent    Mr. Ward            Aye

There being no further business the meeting adjourned.

\_\_\_\_\_  
 Glenn A. Evans

\_\_\_\_\_  
 Kristopher W. Jordan

\_\_\_\_\_  
 James D. Ward