

**Northeast Ohio Regional Sewer District
2021 Member Community Infrastructure Program
Request for Proposals
March 2020**

Introduction

The Northeast Ohio Regional Sewer District (District) through the Member Community Infrastructure Program (MCIP) will fund local communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

The District will provide funding for up to 75% of project costs. The MCIP funds will be provided by the District on a reimbursement basis directly to the community based on MCIP project costs, conditioned on the District's prior approval of the design and/or construction of the project.

The District will determine the appropriate funding mechanism, grant, or community operating lease, during project evaluation. Determination of the funding mechanism for the project will be at the discretion of the District. Refer to the MCIP Policy for additional background and information on the funding mechanism.

Eligible Projects

Eligible projects include, but are not limited to the following:

- **Projects to Mitigate Sanitary Sewer Overflows (SSO) and Illicit Discharges:** Projects necessary to mitigate separate sanitary sewer overflows and illicit discharges.
- **Projects to Mitigate Infiltration & Inflow (I/I):** Projects necessary to address inflow and infiltration problems, including but not limited to, rehabilitation or separation of common trench pipes and manholes, removal of direct inflow connections, repair, or replacement of cracked or exfiltrating combined, sanitary or storm sewers, and reduction of public and private sources of I/I.
- **Projects to Remove/Eliminate Failing Home Sewage Treatment Systems (HSTS):** Projects to construct new separate sanitary sewers to eliminate failing HSTSs. HSTS failure should be confirmed by the jurisdictional Board of Health.
- **Projects that Improve Local Sewer System Level of Service:** Projects that reduce local sewer flooding and backups in the local system that can be attributed to undersized or structurally deficient local sewers. Such projects include efforts to address basement flooding in separate and combined sewer systems, and to the extent practical, on-site stormwater management practices to mitigate the increase in downstream flows.
- **Projects to Manage Stormwater Flow that Improve Combined/Sanitary Level of Service:** Projects that reduce volume, flow rate, or pollutant load of stormwater to a combined sewer, separate storm sewer, and/or directly to receiving water body that improve a combined or sanitary sewer level of service.

- **Projects that Separate Over/Under Sewers:** Complete separation of common trench over/under sewers.

To ensure project eligibility, communities should schedule a pre-proposal meeting prior to submitting a proposal. Details on scheduling a pre-proposal meeting are found under Pre-Proposal Meeting section of this document.

Ineligible Projects

MCIP funds should not be used for any project that causes, accelerates, or contributes to water quality degradation or water quantity issues that increase flooding, erosion, or is otherwise detrimental to human health within the District's service area. Ineligible projects include, but are not limited to the following:

- The proposal of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses;
- Capital, operation, maintenance, and administrative expenses not directly related to an eligible project; and
- Projects that increase the potential for flooding within a community and/or neighboring community's combined, sanitary, or storm sewer systems or local watercourses. Applicant is responsible for evaluating any potential downstream or upstream impacts of the proposed work on other users, or on the level of service of the infrastructure.

Project Requirements

To be considered for funding, projects at a minimum must meet the following requirements:

- Reduce water quantity issues and address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the community or the District.
- Be located in the District's sanitary sewer service area (<http://arcg.is/2bPxzEt>).
- Meet all applicable District, federal, state, and local regulations.
- Design-only projects must be completed within 12 months of a signed MCIP Project Agreement.
- Design/Construction projects must be completed within 24 months of a signed MCIP Project Agreement. The District will consider projects that may go beyond 24 months but, should be discussed with District at a pre-proposal meeting.
- Include at least 25% non-District matching funds dedicated to the project. These funds may include cash and/or in-kind sources. For example, costs associated with road rehabilitation in which MCIP funding is proposed for sanitary or combined sewer replacement may be captured as non-District matching funds. In addition, the following project costs may be captured to meet

this 25% non-District matching fund requirement:

- Personnel: Fully-loaded labor costs for employees of the community related to the direct performance of engineering and design, construction services, project management, and performance verification on the project.
- Planning and design costs directly related to the project that were incurred prior to the submittal of a project proposal. These costs include, but are not limited to CCTV costs, manhole inspection costs, pre-construction performance verification activities (i.e. flow monitoring, water quality sampling), and engineering services such as surveying, design engineering, and cost estimating. Itemization and documented proof of these costs is required for consideration.

All funds must be approved as eligible by the District for the 25% requirement. Funds acquired from previous District awards cannot be used as match. Communities should contact the District's Grant Programs Administrator to assess if the funding source is eligible.

The District, at its sole discretion, may waive the 25% requirement for a community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>).

Terms of Grant Funding

The MCIP is a reimbursement grant and payment will be made only on project-specific invoices as referenced in the approved project budget accrued on or after January 1, 2021. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support reimbursement. Refer to the District's MCIP Policy, Process, and Procedures document for additional information on reimbursement.

Costs associated with services provided by third-parties towards the project, including technical services such as engineering and design, construction services, project management, performance verification, testing and inspection, and/or other direct costs as approved by the District, are eligible for grant funding. Indirect cost allocations are not eligible for reimbursement.

Project Performance Verification

The District will require project performance verification to demonstrate how the project is functioning. Verification activities and data collection may include reporting, pre- and post-construction rainfall and flow monitoring, water quality sampling, and modeling or other type of evaluation, such as Rainfall Derived Inflow and Infiltration (RDII) determination depending on the type of project. Guidelines on the type of pre and/or post construction monitoring, sampling and evaluation are provided in **Attachment A – Performance Verification Technical Guidance**. Communities should review the guidance and include their anticipated method(s) of data collection, project verification and the estimated associated costs in their proposal.

It is the Community's responsibility to ensure that no negative impacts will occur as a result of the proposed project through investigations, modeling or other analysis.

Project Evaluation

The District will review and prioritize proposed projects for available funding based on the following criteria:

1. Infrastructure Condition (30%)

The current and actual condition of the structure using the condition descriptions defined in Table 1. Information that expands on the description should be provided with the proposal to assist with the scoring of this category. This may include but is not limited to: condition assessments, quantification of I/I, identification of broken pipes and/or combined or separate sewer overflows, televised underground system inspection reports, age inventory reports and maintenance records, and any additional information that may impact the evaluation of the infrastructure condition. If available, condition assessments should be provided in accordance with NASSCO’s Pipeline and Manhole Assessment and Certification Program (PACP and MACP). NASSCO condition is recommended. Only provide a high-level summary spreadsheet that details the sewer system’s condition. If available, please provide photo or video proof of major defects with detailed documentation indicating defect(s).

Table 1. Rating System for Structural Infrastructure Condition.

Condition Rating	Description	Score
Failed	Complete reconstruction needed – existing infrastructure is and/or a PACP/MACP structural condition scores above 4.	30
Critical	Major reconstruction needed to maintain integrity, and/or A PACP/MACP structural condition scores above 4.	24
Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity, and/or PACP/MACP structural condition scores between 3-4.	18
Fair	Major rehabilitation needed to maintain integrity, and/or a PACP/MACP structural condition scores between 2-3.	12
Good	Routine maintenance and periodic repairs required to maintain integrity, and/or a PACP/MACP structural condition scores	6
New	New infrastructure, and/or a PACP/MACP structural condition scores between 0-1.	0

Note: To validate condition rating, photo/video evidence or a structural PACP/MACP report must be submitted.

For projects proposing to remove/eliminate failing HSTS the infrastructure condition will be assessed using Table 2. Information that expands on the description should be provided with the proposal to assist with the scoring of this category.

Table 2. Rating System for Home Sewage Treatment System Projects

Age of HSTS	Score
20 years or older	30
19-16 years old	24
15-11 years old	18
10-7 years old	12
6 years or younger	6

NOTE: Projects proposing to remove/eliminate failing HSTS must provide documentation that the area the Municipality is targeting is part of an approved prescription of the Municipality’s 208

Plan, or a feasibility study for removal has been completed, or a letter and/or agreement with the property owners or for the sanitary sewer assessment has been executed.

2. Water Quality and Quantity Impacts on Human Health and the Environment (30%)

Demonstrate the effects of the project on water quality and quantity. Responses should be formulated that provide clarity to the following questions:

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- How many verified homes, businesses, or other occupied structures will see a benefit from this project?
- How will the proposed project eliminate or reduce the water quality/quantity impact?

Information that verifies and quantifies the water quality and quantity issues should be provided with the proposal and appropriately referenced within the response (e.g., page or document reference). Examples of project type and corresponding, supporting evidence include but are not limited to the following:

- HSTS /Illicit Discharge Elimination
 - Findings & Orders or Public Nuisance (e.g. Board of Health, EPA)
 - Sampling data supporting water quality deficiency issues (e.g. *E. Coli*, Pollutant Load)
 - Regulatory agency mandates citing deficiencies
 - Documentation of failing HSTS
- Basement Flooding
 - Documentation of reported flooding events such as:
 - Household surveys with addresses and details of flooding event
 - Call logs with event dates
 - Photos of event
 - Desktop or hydrologic/hydraulic modeling results (hydraulic grade line, projected basements at-risk)
- CSO/SSO
 - Monitoring results
 - Modeling results (Overflow volume, number of activations, dates)
 - Sampling data supporting water quality deficiency issues (e.g. *E. coli*, Pollutant Load)
- I/I Reduction or Elimination
 - Dye testing
 - Smoke testing
 - CCTV

Table 3. Rating System for Water Quality/Quantity Impacts

Example Project Type	Description	Score Range	
		Low	High
HSTS Removal, Illicit Discharge Elimination	Removal of a continuous source of water quality impairment during wet and dry weather	11 <i>< 40 units</i>	20 <i>> 200 units</i>
Basement Flooding	Reducing intermittent and direct water quality impairments to human health and private property	11 <i><10 basements</i>	20 <i>> 20 basements</i>
CSO/SSO Elimination	Removal of wet weather source of water quality impairment	6 <i>Unknown effect of project</i>	10 <i>Modeled quantity and/or multiple locations</i>
I/I Reduction	Conserving capacity in the CS/SS system	1-5	
<i>Documentation</i>			
Problem(s) is/are verified through documentation		1-10	

Table 4. Rating System for Source Control of Stormwater

Source Control of Stormwater	
Description	Score
Removal of stormwater from combined or sanitary sewer system and managed by a water quality and quantity (critical storm) Stormwater Control Measure (SCM) <i>(ex: bioretention, detention, slow release, infiltration, retention)</i>	15
Control of stormwater prior to discharging into the combined or sanitary sewer system through a water quantity (critical storm) SCM <i>(ex: downspout disconnection from the combined sewer system, detention and slow release, removing improper storm lateral from the sanitary sewer system)</i>	10
Removal of stormwater from storm sewer system <i>(ex: downspout disconnection from the storm sewer system)</i>	5

3. Project Provides a Significant Benefit to the District (15%)

Demonstrate the benefits to the District of the project. Benefits include but are not limited to projects that assist in attaining compliance with a District community discharge permit, addresses private property flows to District collection system infrastructure, reduce infrastructure flooding/basement back-ups, expand water quality treatment benefit to new District customers, are recommended by a District study, and/or improve water quality in area waterways to compliment the District’s ongoing programs, such as the Project Clean Lake Program, Local Sewer System Evaluation Studies, or Regional Stormwater Management Program.

4. Non-District Matching Funding (10%)

One point will be provided for meeting the minimum requirement of 25% non-District matching funds. If the District waives this or a community is in fiscal distress as discussed under the Project Requirements section in the Request for Proposals, the proposal will be awarded one point. Proposals must provide documentation of funding sources.

Table 5. Non-District Project Funding Scoring System

% of Non-District Funds	Score
25	1
26-28	2
29-31	3
32-34	4
35-37	5
38-40	6
41-43	7
44-47	8
48-79	9
50-99	10

5. Design Complete (5 extra points)

Five extra points will be added to the overall project score if the design is complete and ready for bidding at the time of proposal submission due date.

MCIP Workshop

The District is conducting a MCIP Workshop on March 13, 2020 at the Watershed Stewardship Center, Cleveland Metroparks West Creek Reservation, 2777 Ridgewood Drive, Parma, 44134. Registration is required, follow the link to register:

https://www.neorsd.org/event-registration/?action=evrplusegister&event_id=54

Pre-proposal Meeting

District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. Meetings will be scheduled between March 30 – April 3. Please contact the District's Grant Programs Administrator by close of business on March 25, 2020 to schedule a meeting.

PLEASE NOTE– you must schedule for these meetings; walk-ins will not be accommodated.

Application

The 2021 Member Community Infrastructure Program application portal is accessed through the following link:

https://www.grantrequest.com/SID_5833?SA=SNA&FID=35052

Timeline and Submission

The District must receive submissions by close of business on May 11, 2020. If proposal is successfully submitted there will be an immediate message and an email confirmation.

The District will not review incomplete proposals. If a proposal is determined to be incomplete, the community will have 5 business days, from the date of email receipt notification, to submit the necessary information to complete the proposal.

Direct workshop inquiries, pre-proposal meeting requests, submissions, and questions to the Grant Programs Administrator:

Linda Mayer

440- 253-2147

mayerl@neorsd.org

Awards

Award selection and announcements are anticipated in September 2020. Awards are contingent on funding availability. The District is under no obligation to fund any MCIP request.

Attachments:

- Attachment A – Performance Verification Technical Guidance
- Attachment B – MCIP Agreement Template

Attachment A

Performance Verification Technical Guidance

Sewer Type Definitions: to be used when describing the existing system

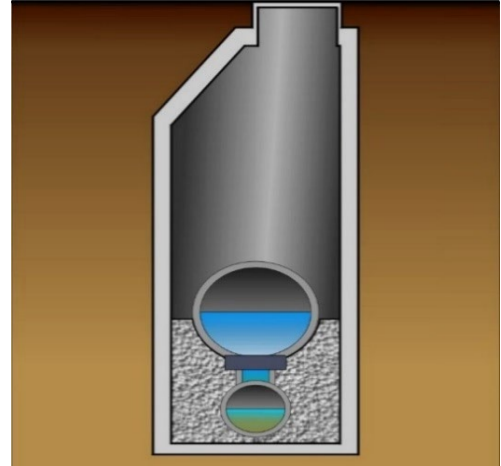
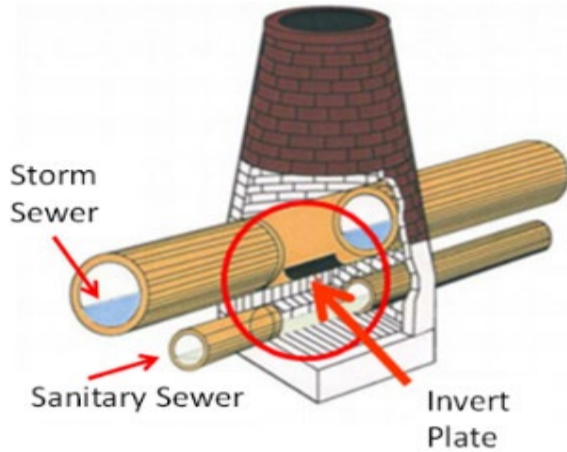
Common Trench

Both sanitary and storm sewers in the same trench, with the storm sewer either aligned on top of or next to the sanitary sewer. There are three types of Common Trench sewers.

Common Trench Over/Under

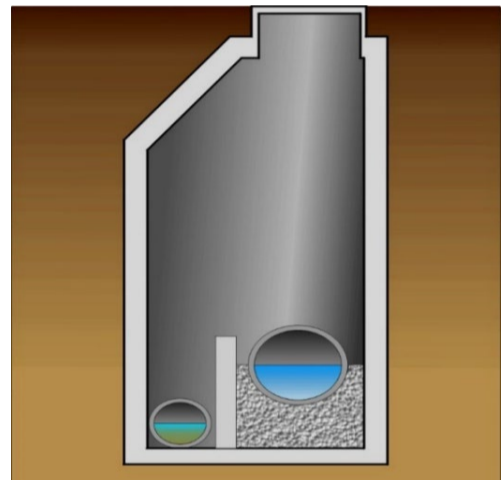
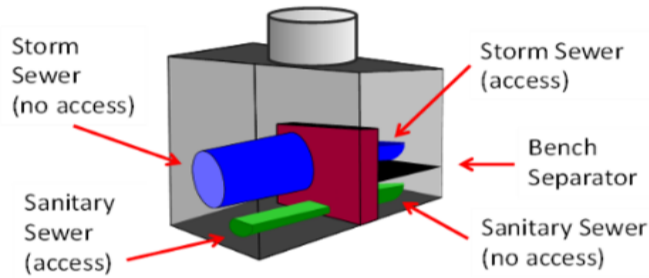
One manhole is used to access both the storm and the sanitary sewers, with a removal invert plate on the storm sewer to provide access to the sanitary sewer.

Some invert plates are found to be damaged, displaced, or missing, resulting in a direct connection between the storm and sanitary sewers.



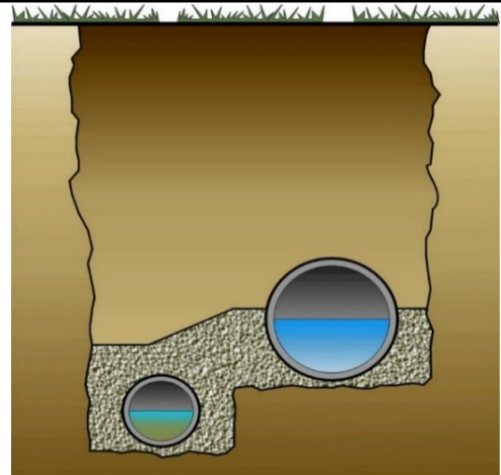
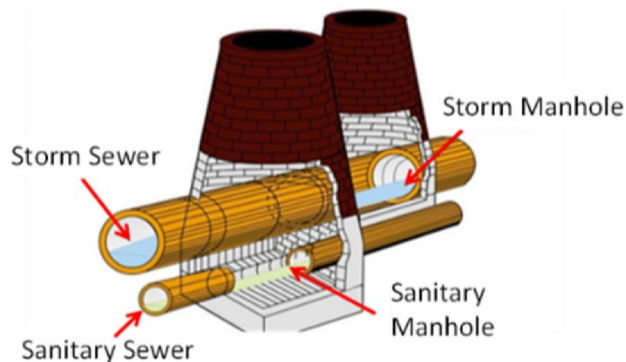
Common Trench Dividing Wall

One manhole is used to access both the storm and sanitary sewers. A vertical wall separates the storm and sanitary sewer access openings, such that flow from one sewer to the other at the manhole requires overtopping the dividing wall.



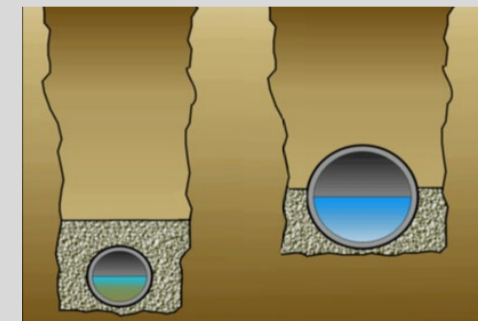
Common Trench Standard Manhole

Two manholes are constructed to allow separate access to each sewer in the common trench, but with no direct connections between the sewers.



Separate Trench

Sanitary and storm sewers in different trenches with separate manholes.



Combined Sewer

A single sewer designed to receive and transport both sanitary sewage and stormwater runoff in the same pipe.

Home Sewage Treatment Systems (HSTS)

Individual domestic wastewater disposal systems often located in areas without public sanitary collection systems.

Project Performance Verification Technical Guidance

The District requests project performance verification to document how a MCIP project is performing. Performance verification may include pre- and post-construction flow monitoring or water quality sampling, and/or desktop or hydraulic/hydrologic modeling depending on the type of project. Table 1 details options for types of performance verification activities suggested for various MCIP project types. This guidance should be considered when developing a performance verification plan and project budget.

Table 1: Suggested Project Performance Verification by Project Type

	Flow Monitoring	RDII evaluation ¹	Dry Weather Water Quality Outfall Sampling	Notes/Comments
Combined Sewer Separation	X	X (post)	X	Post RDII will quantify any private property I/I contribution
Common Trench Sewer Lining or Separation	X	X		Pre- and post-construction flow monitoring and RDII analysis will show reductions in I/I within new/rehabilitated sanitary sewer.
Separate Trench Sewer Lining or Replacement	X	X		
Lateral Repair	X	X		
Private Property I/I Reduction	X	X		
HSTS Removal			X	Sampling will verify elimination of failing HSTS
Illicit Connection Removal			X	Sampling will verify elimination of illicit discharge
SSO/CSO Control²	X			Monitor for activations; can be level or flow monitoring
Relief Sewer/ Parallel Storage	X			Monitor existing sewer level

¹ Applicant is responsible for evaluating any potential downstream or upstream impacts of the proposed work on other users, or on the level of service of the infrastructure.

² Quantification of SSO/CSO volume and/or activation reduction assists in determining the benefit of the project.

Table 1 is not a complete list of all MCIP-eligible project types but is provided for guidance. Questions regarding project eligibility should be directed to a District Watershed Team Leader or discussed during a pre-application meeting. Other project performance verification activities may include dye or smoke testing, Closed-Circuit Televising (CCTV), and/or other methods depending on the project.

Costs relating to performance verification activities should be included in the proposal. Communities must detail their anticipated method(s) of performance verification and project schedule on the “Community Form” tab of this form. See the “Instructions” tab for more information.

The District will review project performance verification plans and may suggest additional or alternate locations for verification activities to fully capture the impact of the project. Performance verification activities will be the responsibility of the community to complete.

Flow Monitoring Guidelines

The objective of flow monitoring is to quantify the level of I/I reduction resulting from a sewer rehabilitation/replacement. For I/I reduction or elimination projects (including private property work), combined or common trench separation, and separate trench lining or replacement, the District will require pre- and post-construction flow monitoring and evaluation. Evaluation should include Rainfall-Derived Inflow and Infiltration (RDII) analysis that provides at a minimum the pre- and post-percentage (R-value) of rainfall that becomes I/I for each qualifying event. USEPA offers a free "SSOAP Toolbox" software which can be used for this analysis. Other available modeling tools may be used as desired by the member community.

A minimum four-week duration is recommended for both pre- and post-construction flow monitoring. Monitoring can end sooner if three storms that meet either of the following criteria are captured:

- Rain event meets or exceeds a depth of 0.2 inches AND an intensity of 0.25 inches/hour
- 24-hour rainfall is greater than 0.75 inches

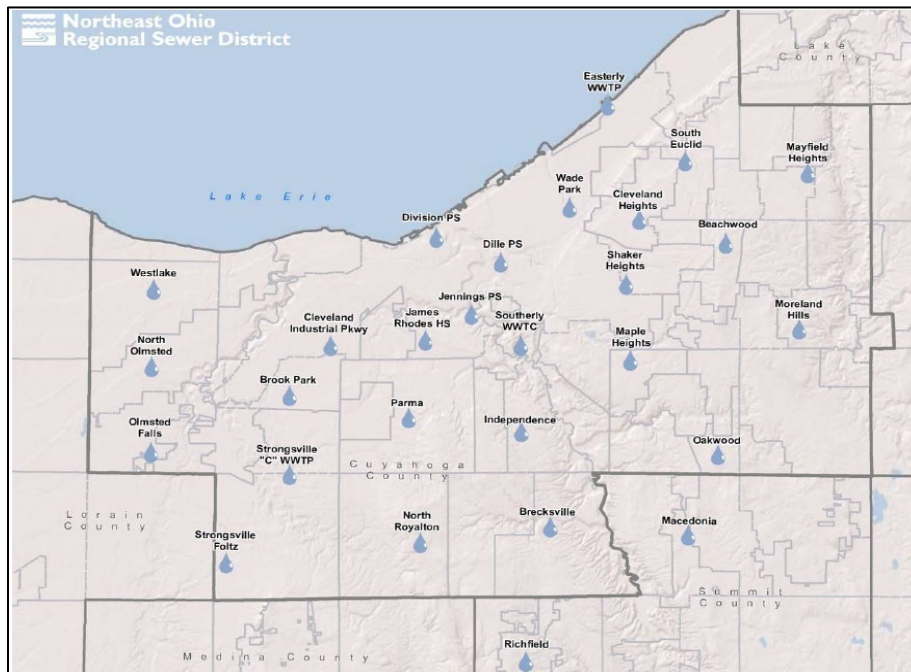
Data collected should include, but is not limited to: flow depth, velocity, and flow rate, recorded in 5-minute intervals. The community should identify any alternative monitoring plan in their proposal. The data collection over the monitoring periods should be continuous.

In the case where pre-construction flow monitoring has already been completed, the community should submit in their proposal the monitor locations and data collected or summary of findings for review by the District to support the scoring of the project.

In general, flow monitors should be placed to isolate flows within the MCIP project area. Pre- and post-construction monitoring should occur in the same locations. If requested, the District can provide assistance with the site selection of flow monitors and rain gauges.

The District owns and maintains a network of rain gauges that may be sufficient for the project's needs. The community should determine if additional temporary rain gauges are necessary for verification activities. Figure 1 shows the locations of District rain gauges. Rainfall data requests should be sent to Matt Fedak, Data Analyst with the NEORS Systems Integration Department (fedakm@neorsd.org).

Figure 1: District Rain Gauge Locations



To view a larger Rain Gauge map, please visit the following link: <http://arcg.is/10KTCr>

Dry Weather Water Quality Outfall Sampling Guidelines

For projects focused on illicit discharge and HSTS elimination, or combined sewer separation, the District will require dry-weather water quality sampling. The objective of this sampling is to obtain data that quantifies the approximate pollutant load reduction resulting from the infrastructure improvement identified in the MCIP project proposal and/or verifies separation. Pre-construction sampling should indicate elevated pollutant levels. Post-construction performance verification should consist of sampling from the same locations used for pre-construction sampling, or representative location, as applicable. Dry weather sampling locations include end of pipe samples from illicit discharges or outfalls. Sampling events should occur on three different days for each identified outfall, in order to ensure a representative E. coli measurement.

Minimum Deliverables

The following deliverables should be submitted to the District throughout the verification process and can be included in quarterly progress updates.

For projects requiring flow monitoring:

- Site installation forms (PDF)
- Rain data, 5-minute intervals (.csv file)
- Raw and edited flow monitoring data, 5-minute intervals (.csv file)
- RDII-evaluation report/summary (PDF)

For projects requiring water quality sampling:

- Field sample collection report (PDF)
- Sample analysis results (PDF or Excel)



Member Community Infrastructure Program

Rev. 2/27/2020

Attachment B
Agreement Template

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT**

AND

FOR

PROJECT

THIS AGREEMENT (“Agreement”) is entered into as of the 1st day of January, 2021 (“Effective Date”), by and between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. _____, adopted by the District’s Board of Trustees on _____ (Exhibit “A”), and the _____ (“Member Community”), a _____ of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 2019 (Exhibit “B”). The District and the Member Community may be collectively referred to herein as “Parties.”

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program (“MCIP”) to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District’s service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit “C”); and

WHEREAS, in response to the District’s Request for MCIP Proposals, the Member Community, a District member community, submitted an application for _____ (the “Project” or “MCIP Project”), attached hereto as Exhibit “D;”

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of

_____, as set forth in Exhibit “D.”

1.2 Performance Goal and Verification. At the request of the District, the Member Community will provide pre- and post-construction data and analysis relevant to the project performance verification as set forth in Exhibit C. Failure to do so may impact future grant awards.

1.3 Compliance with District’s Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District’s Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.

1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.

1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.

1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.
- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member

Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.

- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed _____ Dollars (\$_____) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2021 is \$_____ and for 2022 is \$_____. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) \$_____ of the District Funds until the District receives:
- a) final record drawings for the MCIP Project,
 - c) a letter referencing the post-construction operation and maintenance plan.
 - d) post-construction verification data (exceptions may apply, including

sewer connection sampling data)

- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds (“Member Community Funds”). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community’s Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit “E.”
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2021 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit “F.”

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2021 for work completed January 1, 2021– March 31, 2021;
- Second Request: Due July 31, 2021 for work completed April 1, 2021- June 30, 2021;
- Third Request: Due October 31, 2021 for work completed July 1, 2021 – September 30, 2021;
- Fourth Request: Due January 31, 2022 for work completed October 1, 2021 – December 31, 2021;
- Fifth Request: Due April 30, 2022 for work completed January 1, 2022 – March 31, 2022;
- Sixth Request: Due July 31, 2022 for work completed April 1, 2022- June 30, 2022;
- Seventh Request: Due October 31, 2022 for work completed July 1, 2022 – September 30, 2022; and

- Eighth Request: Due January 31, 2023 for work completed October 1, 2022 – December 31, 2022.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 4.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit “D.” Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2. MCIP Project Warranty. The Member Community’s construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction (“Warranty Period”). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

- 9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.
- 9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	_____

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	_____

9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Grant Programs Administrator	_____

Article 12. Release of Liability.

- 12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.
- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit "A" – District Resolution
- Exhibit "B" – Member Community's Authorizing Ordinance
- Exhibit "C" – Request for MCIP Proposals
- Exhibit "D" – Member Community's MCIP Application
- Exhibit "E" - Member Community's Certification of Funds
- Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

MEMBER COMMUNITY

By: _____

The legal form and correctness of this instrument is approved.

By: _____
Assistant/Director of Law
MEMBER COMMUNITY

Date: _____, 2020

This Instrument Prepared By:
Katarina Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT
WITH

FOR
2021 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM PROJECT:

—
Total Approximate Cost: \$***.00

—
The legal form and correctness of the within
instrument are hereby approved.

—
CHIEF LEGAL OFFICER

—
Date

CERTIFICATION

It is hereby certified that the amount
required to meet the contract, agreement,
obligation, payment or expenditure, for the
above, has been lawfully appropriated or
authorized or directed for such purpose and
is in the Treasury or in process of collection
to the credit of the fund free from any
obligation or certification now outstanding.

—
CHIEF FINANCIAL OFFICER

—
Date