

REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JUNE 2, 2015
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO 45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION: MIAMI CONSERVANCY DISTRICT 100TH ANNIVERSARY
ACCEPTING - MS. SARAH HIPPENSTEEL HALL

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES

Approval of the minutes from the May 14, 2015 Joint Worksession with Piqua Planning Commission and Piqua City Commission and minutes from the Regular Piqua City Commission Meeting of May 19, 2015

2. RES. NO. R-89-15

A Resolution of Appreciation for the Public Service of Michael G. Rindler as a City Employee

3. RES. NO. R-90-15

A Resolution of Appreciation for the Public Service of William A. Hogston as a City Employee

NEW BUSINESS

4. RES. NO. R-91-15

A Resolution requesting authorization to enter into an agreement with Kleingers Group for the development of the Shawnee Neighborhood Storm Water System Improvement Program

5. RES. NO. R-92-15

A Resolution requesting authorization to enter into an agreement with Fishbeck, Thompson, Carr & Huber, Inc. Engineers to perform an Engineering Study for the Wastewater Pump Stations Rehabilitation Program-Preliminary Evaluation Phase 1

6. RES. NO. R-93-15

An Emergency Resolution authorizing a contract to Pro Grade Excavation for Emergency Sanitary Sewer Repair

PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission regarding issues or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office.)

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT

**MINUTES
PIQUA CITY COMMISSION WORK SESSION
Thursday, May 14, 2015
7:30 P.M.**

Piqua City Commission met in a City Commission Work Session at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Fess called the meeting to order. Present were Commissioners Terry, Martin, Wilson and Vogt. Also present were Piqua Planning Commission members Jim Oda, Cindy Pearson, Stuart Shear and Gary Koenig, as well as Gary Huff, City Manager; Stacy Wall, Law Director; Cynthia Holtzaple, Finance Director/Assistant City Manager; and Chris Schmiesing, City Planner.

Motion was made by Planning Commission member Oda to excuse Planning Commission member Spoltman from the Work Session; motion seconded by Planning Commission Member Pearson; motion carried unanimously.

HISTORIC EAST PIQUA PLAN

The purpose of the work session was to address the findings and recommendations of MKSK as to the plans for the redesigning of Historic East Piqua. MKSK consultants Chris Hermann and Danielle Myers were in attendance with a detailed power point outlining the goals/possibilities for that area. Much attention was placed on the rebuilding of the Piqua YMCA at this location, with the idea that the YMCA would be overlooking the river with open windows, all of which was well received. A copy of the Master Plan consisting of the Project Schedule/Public Input, Community/Neighborhood Analysis, Updated Neighborhood Master Plan and Community Recreation and Sports Performance Campus Baseline Assumptions is attached.

All in attendance were pleased with the results at this point and eager to see it continue moving forward.

Motion was made by Commissioner Terry to adjourn the Piqua City Commission Work Session at 8:50 P.M.; seconded by Commissioner Martin; motion carried unanimously.

LUCY FESS, MAYOR

PASSED: _____

ATTEST: _____
KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

**MINUTES
PIQUA CITY COMMISSION
Tuesday, May 19, 2015 7:30 P.M.**

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Fess called the meeting to order. Also present were Commissioners Terry, Vogt, Wilson, and Martin. Absent: None.

REGULAR CITY COMMISSION MEETING

PROCLAMATION –CLIFFORD RAY ALEXANDER, JR. DAY

Mayor Fess read the proclamation and presented it to Cliff Alexander and his family.

Update from Friends of the Piqua Parks – Ms. Ruth Koon

Ruth Koon, Chairperson for Friends of the Piqua Parks provided a brief overview and update of their plans for Pitsenbarger Park. Ms. Koon announced they have reached their goal for the purchase of the Bronze Statue of Mr. Pitsenbarger that is to be placed in the park. Mayor Fess thanked Mrs. Koon and her committee for all of their efforts and hard work on this project.

Spring Residence Pride Awards

Cindy & Kris Brown	503 N. Parkway Drive
Robert D. Godsey, Jr.	929 Camp Street
Paula & Rick Monnin	222 Walker Street
Chad Spruance	324 W. Ash Street
Sue Teach	510 N. Wayne Street

Mayor Fess read the names and addresses of the Residence Pride Award winners while slides of the residences were shown. Mayor Fess thanked all of the award winners, further stating to remember to nominate their neighbors.

Consent Agenda

Approval of Minutes

Approval of the minutes from the May 5, 2015 Regular Piqua City Commission Meeting.

Moved by Commissioner Martin, seconded by Commissioner Vogt, to approve the Consent Agenda. Voice vote, Aye: Martin, Terry, Vogt, Wilson, and Fess. Nay: None. Motion carried unanimously.

OLD BUSINESS

ORD. NO. 5-15 (3rd Reading)

An Ordinance amending Section 94.23 (l) relating to Curfew and Prohibitions on use of Parks and Gazebo

Moved by Commissioner Martin, seconded by Commissioner Vogt, to table Ordinance No. 5-15 indefinitely. Roll Call, Aye: Terry, Fess, Martin, Wilson, and Vogt. Nay: None. Motion carried unanimously.

Ordinance No. 5-15 was tabled indefinitely.

ORD. NO. 6-15 (3rd Reading)

An Ordinance amending Sections 154.027 of the City of Piqua Code of Ordinance to allow a place of worship in an I-1 Light Industrial Zoning District

Cindy Holtzapple, Assistant City Manager/ Finance Director, provided the Staff Report.

This item was presented to the Planning Commission in response to a request from the owner of the property located at 8564 County Rd. 25-A in Piqua. The owner would like to lease the property to a Place of Worship. Currently a Place of Worship is permitted in all districts except the Industrial zoning designation. Vacant or commercial building spaces are often well suited to the needs of this use type stated Mr. Sommer.

After review the Planning Commission concluded it would be prudent to include provisions to allow the Place of Worship as a principal permitted use in the I-1 Light Industrial zoning district.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 6-15.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Ordinance No. 6-15 be adopted. Roll call, Aye: Vogt, Terry, Fess, Martin, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 615 adopted.

Resolution No. R- 84-15

A Resolution requesting authorization to Demming Pump for the Wastewater Treatment Plant from Excel Fluid Group, LLC

Dave Davis, Wastewater Plant Superintendent, presented the Staff Report.

Mr. Davis provided a brief slide presentation showing some of the problems and the cost comparison for the pump screw.

In late 2014 it was found that some significant structural issues had developed with the #1 Screw Pump that needed to be repaired. The repair was well beyond the abilities of the city staff. A price quote for the repairs was obtained along with the cost for removal and trucking to re and from the manufacture's facility in Georgia. A check was made for the cost to replace the alternate backup pump system (Drainage Pumps) which will remain functioning in the new plant upgrade and be replaced at that time. The cost to replace and install that pump was smaller and would remain in service after the upgrade where the #1 Screw Pump would be removed for good. The OEPA was notified and was agreeable with the situation.

The cost for the Pump and Installation and a small contingency is not to exceed \$47,833 and will be funded by the Wastewater Plant 2015 Budget, stated Mr. Davis.

Commissioners asked several questions regarding the quote and the number of gallons per day. Mr. Davis provided information regarding the questions.

Public Comment

No one came forward to speak for or against Resolution No. R-84-15

Moved by Commissioner Martin, seconded by Commissioner Terry, that Resolution R-84-15 be adopted. Roll call, Aye: Vogt, Fess, Wilson, Terry and Martin. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-84-15 adopted.

RES. NO. R-85-15

A Resolution awarding a contract to Axtell's Inc. for the Piqua Airport - Hartzell Field crack seal and remarking project

Amy Havenar, City Engineer, provided the Staff Report.

Five bids were received on May 7, 2015. The work will consist of crack sealing and remarking of runway 8-26, the taxiways and the apron, including the runway holding position markings. The City did a comprehensive reference check on Axtell's Inc. and found they are more than capable of performing this type of project as noted by the extensive list of other Airports they have worked for in the past, as well as the positive comments received as part of the reference check, stated Ms. Havenar.

Public Comment

Nick Alexander, S. Roosevelt, came forward and asked who owns the airport? Mayor Fess stated the City of Piqua owns the airport.

Moved by Commissioner Terry, seconded by Commissioner Martin, that Resolution No. R-85-15 be adopted. Roll call, Aye: Martin, Terry, Vogt, Fess, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-85-15 adopted.

RES. NO. R-86-15

A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of a portion of Fountain Park and Hance Pavilion to the Miami Valley Corvette Club

Cindy Holtzapple, Assistant City Manager/Finance Director provided the Staff Report.

The Miami Valley Corvette Club would like to host a car show at Fountain Park. This event will be open to the public and the display area will primarily occupy a shaded grassy area between the Dining Hall and Hance pavilion. The event will be the same as last year except there will not be any musical entertainment this year.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-86-15.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No. R-86-15 be adopted. Roll call, Aye: Wilson, Terry, Martin, Fess, and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-86-15 adopted.

RES. NO. R-87-15

A Resolution awarding a contract to Western Ohio Asphalt Sealing, LLC, for the repairs, crack filling, sealing and pavement marking for the Municipal Government Complex Parking Lot

Bob Graeser, Project Manager, provided the Staff Report.

The Municipal Government Complex Parking Lot is need of repairs and crack filling. The work being dome will include repairing all catch basins so that the parking areas will drain properly, all cracks will be filled, and the complete parking surface will be sealed and have all new pavement markings. To reduce the impact to the employees and the operations of the Municipal Government Complex the work will be performed when the facility is closed. The anticipated work will take place between June and the end of July, stated Mr. Graeser.

PUBLIC COMMENT

Nick Alexander, S. Roosevelt Avenue, came forward and asked why the pavement marking was not being done in house. Amy Havenar, City Engineer explained the reason for the pavement marking not being done in house.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-87-15 be adopted. Roll call, Aye: Terry, Martin, Fess, Vogt, and Wilson. Nay, None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-87-15 adopted.

RES. NO. R-88-15

A Resolution awarding a contract to L.J. DeWeese for the West Interceptor to the Echo Lake Project

Devon Alexander, Storm Water Coordinator, provided the Staff Report.

The West Interceptor Project will elevate the pre-existing ditch that runs from Sunset Drive to Echo Lake. There will be roughly 800 feet of pre-existing storm water ditch vacated, and a new 36" storm water pipe will be put in place within the vicinity of the ditch, stated Mr. Alexander.

Commissioners asked several questions regarding the water flow, the size of the pipe, and if the pipe Would not be sufficient would the pipe be replaced? Mr. Alexander provided the information.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-82-15.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Resolution No, R-88-15 be adopted. Roll call, Aye: Vogt, Fess, Wilson, Martin, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-88-15 adopted.

PUBLIC COMMENT

Levi Harrison came forward and stated he and a group of his friends plan on painting and cleaning up the Public Square and the Gazebo on Saturday, May 23, from 11:00 AM to 12:00 PM and invited anyone wanting to help to meet at the gazebo. Commissioner Wilson will be there to provide the paint and other supplies being provided by the City for the project. Depending on how many show up they will also work on Lock 9 Park by pulling weeds, sweeping, and putting much down.

Kazy Hinds, Whitetail Lane, member of Citizens for a Better Piqua, came forward and stated she is pleased to be working with the young people of the community. Ms. Hinds provided additional information on the project Mr. Henderson is planning on doing, and some of the other things to help the youth in the community,

Brad Boehringer, Mound Street, came forward stated he is proud to be a citizen of Piqua seeing the kids and the adults working together. Mr. Boehringer stated he brought a signed petition he was going to present to the City Commissioners regarding Ordinance No. 5-15, but after hearing Levi Harrison speak on his project he promptly tore it up in front of the commission, stating "count me in".

Thomas Beck, Garfield Street, came forward and voiced his opinion on all of the other avenues being explored with regarding Ordinance 5-15. Mr. Beck also stated he wanted to recognize a few of the local Hometown Hero's: Cliff Alexander, Tom Westfall, and Levi Harrison.

Jim Hemmert, Boone Street, came forward stating the City of Piqua is hosting the Miami Valley Cycling Summit on May 29, and the Cyclovia is scheduled for Saturday May 30, downtown Piqua and invited citizens to stop down and take part in all of the activities. The purpose of the Cyclovia is to offer non-motorized activities for all ages.

Mr. Hemmert announced the unveiling of the nine new bicycle racks that will be placed in the downtown area and proudly provided a sneak peek of one the bicycle racks.

Mayor Fess stated that Mike and Elizabeth Gutmann are the Co-Chairs for the Cycling Summit event, and have worked very hard along with their committee members to put together this event.

Monthly Reports -March, 2015

The Monthly Reports for March 2015 were accepted.

City Manager's Report

Acting City Manager Cynthia Holtzapple announce the City Offices will be closed on Monday, May 25 in honor of Memorial Day and will reopen on Tuesday May 26, 2015. Ms. Holtzapple wished everyone a safe and happy Memorial Day.

Commissioners Comments

Commissioner Wilson announced he will be at the Gazebo on Saturday morning, May 23 at 11:00 A.M. to help support Levi Harrison and his friends paint and repair the Gazebo, and clean up the public square. Commissioner Wilson also encouraged individuals, groups and organizations to take a few minutes to go down to the Gazebo and sit and talk with the young adults that gather there.

Commissioner Wilson stated he feels there is a need for more Police presence in the downtown area; a need for a youth center, as the root cause is a lack of activities for young adults. There has been a lot of good work and communication come out of proposed Ordinance No. 5-15. And thanked the Citizens for a Better Piqua for joining in the efforts to help the young adults in the community, stated Commissioner Wilson.

Commissioner Terry congratulated the Residence Pride Award Winners, the Friends of the Piqua Parks, and Cliff Alexander for all of their efforts for the betterment of the community.

Commissioner Terry stated the Taste of the Arts was very successful and the weather cooperated this year, further stating the City Recycling Programs seems to running well. Commissioner Terry also announced the Watercolor Show is featured at the Piqua Library and encouraged citizens to stop in and view the beautiful watercolors.

Commissioner Martin stated it is a great time to be living in Piqua as there are a lot of things happening.

Commissioner Vogt wished Cliff Alexander a Happy Birthday and thanked him for his generous contributions to the Piqua Community.

Commissioner Vogt stated he is seeing a lot of drivers not stopping at stop signs and encouraged drivers to stop at the stop signs.

Commissioner Vogt stated he is glad to see the various groups and the young adults coming together at the square.

Mayor Fess thanked Assistant City Manager/Finance Director Cynthia Holtzapple for sitting in for City Manager Huff who was out of town on City business.

Mayor Fess wished Cliff Alexander a very Happy Birthday, and thanked him for everything he has done for the Piqua Community.

Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular Commission Meeting at 8:35 P.M. Voice vote, Aye: Martin, Wilson, and Terry. Nay: None.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-89-15

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF MICHAEL G. RINDLER
AS A CITY EMPLOYEE

WHEREAS, Michael G. Rindler has retired as Fire Chief with the Fire Department;
and

WHEREAS, his retirement follows 26 years of faithful and dedicated service to the
City and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua,
Miami County, Ohio, all members elected thereto concurring, that:

SEC. 1: In recognition and appreciation of the public service of
Michael G. Rindler as Fire Chief with the Fire Department, this Commission tenders its
unanimous and respectful tribute by this Resolution, which shall be a matter of public and
permanent record.

SEC. 2: This Resolution shall take effect and be in force from and after the
earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-90-15

A RESOLUTION OF APPRECIATION FOR THE
PUBLIC SERVICE OF WILLIAM A. HOGSTON
AS A CITY EMPLOYEE

WHEREAS, William A. Hogston has retired as Firefighter/Paramedic with the Fire Department; and

WHEREAS, his retirement follows over 25 years of faithful and dedicated service to the City and its citizens;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, all members elected thereto concurring, that:

SEC. 1: In recognition and appreciation of the public service of William A. Hogston as Firefighter/Paramedic with the Fire Department, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION

RESOLUTION NO. R-91-15

**A RESOLUTION REQUESTING AUTHORIZATION
TO ENTER INTO AN AGREEMENT WITH
KLEINGERS GROUP FOR THE DEVELOPMENT
OF THE SHAWNEE NEIGHBORHOOD STORM
WATER SYSTEM IMPROVEMENT PROGRAM**

WHEREAS, The City of Piqua acknowledges there are storm water concerns within the Shawnee neighborhood; and

WHEREAS, the creation of the Improvement Study will allow us to strategically choose what infrastructure projects need addressed based upon engineering design and study; and

WHEREAS, this is a continuation of the overall Storm Water Master Plan that has been determined to be the most qualified provider of these services; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that

SEC. 1: A purchase order is hereby authorized to Kleingers Group for the necessary design services for the Shawnee Neighborhood Storm Water System Improvement Program;

SEC. 2: The Finance Director certifies the funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of \$82,000;

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
KIMBERLY J. HEBB
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	June 2, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A Resolution requesting authorization to enter into an agreement with Kleingers Group for the development of the Shawnee Neighborhood Storm Water System Improvement Program.		
SUBMITTED BY	Name & Title: Devon Alexander Storm Water Coordinator		
	Department: Under Ground Utilities		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input type="checkbox"/> Department Director		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	<p>In continuation with the Storm Water Master Plan, it was recognized that multiple storm water issues presented themselves within the Shawnee Neighborhood corridor. Being able to justify with reason that the continuous flooding of Cleveland Street, and the surrounding area presented a concern that needed to be properly studied and alternatives presented to remedy the issue.</p> <p>Kleingers Group will develop a step by step plan to target what issues need corrected, and which order they should be completed based upon severity and financial capability. They will accomplish this through in-depth surveying and engineering design.</p> <p>The project limits are the corporation limits of the City Of Piqua.</p>		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$82,000	
	Expenditure \$:	\$82,000	
	Source of Funds:	Fund 411 – Storm Water	
	Narrative	<p>The City desires to proceed with the Storm Water System Improvement Program. This program will outline and put forth a long-term program to address the storm water flooding issues in the Shawnee Neighborhood. The essence of the program will break down the two separate systems which are currently located in the Shawnee Neighborhood. They will evaluate the gravity system, which is the actual infrastructure itself, and they will evaluate the functionality of the pump station to address where it is inefficient.</p> <p>Please See Attached Proposal</p>	

<p style="text-align: center;">OPTIONS (Include Deny /Approval Option)</p>	<p>1.</p>	<p>Approve the resolution to enter into an agreement with Kleingers Group for the Shawnee Neighborhood Storm Water System Improvement Program.</p>
<p style="text-align: center;">PROJECT TIMELINE</p>	<p>The Improvement Program Study is anticipated to be completed by October 31, 2015</p>	
<p style="text-align: center;">STAFF RECOMMENDATION</p>	<p>Approve the resolution to allow for the Shawnee Neighborhood Storm Water System Improvement Program.</p>	
<p style="text-align: center;">ATTACHMENTS</p>	<p>Technical Proposal For Shawnee Neighborhood Storm Water System Improvement Program.</p>	



CINCINNATI
COLUMBUS
DAYTON

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May 6, 2015

Devon Alexander
Storm Water Coordinator
City of Piqua
201 West Water Street
Piqua, Ohio 45356

**Re: Shawnee Neighborhood Storm Water System Improvement Program
Civil Engineering and Survey Services**

Dear Devon:

Following up on our meeting at your office on April 16, 2015, it is our understanding that the City of Piqua is requesting a scope and fee proposal for designing a long-term program to address the storm water flooding issues in the Shawnee Neighborhood. Pursuant to that request, this proposal describes the scope and the associated surveying and engineering fees for designing that program.

Background and General Approach

There are in essence two separate storm water systems serving the neighborhood:

- The gravity system that is the means of discharge when the Great Miami River (the River) level is such that gravity flow is possible.
- The pump station that operates on its own when the River level is such that the backflow prevention devices in the gravity system are closed.

For the gravity system, the program will identify the storm water system upgrades and associated construction budget-level costs that are needed to provide a means of discharging the runoff from a 5-year storm event (approximately 170 MGD or 263 cfs) without surcharges. This will require significantly increasing the total outfall capacity to the River, as the current 36" diameter outfall has a capacity of approximately 22.6 MGD or 35 cfs. It will also require improvements to the pipes and inlets throughout the system, as well as improvements to the pump station control system so that gravity flow is the default operating mode. Presently, operational problems with the control structure at the pump station appear to be prematurely interrupting gravity flow.



For the pump station, the construction cost to bring it up to the 5-year storm discharge capacity appears to be prohibitive, estimated to be in the range of \$10 to \$15 million per Jeff Kerr and Josh Reinicke of AECOM (formerly URS). We understand that cost range is beyond the financial resources of Piqua, and therefore, the program will only include improvements to the existing pump station. The improvements previously identified in URS's Shawnee Neighborhood Stormwater Letter Report, dated October 14, 2014, would provide a discharge capacity of 27.4 MGD or 42 cfs, which is the runoff from less than a 1-year storm event. As part of this proposal, AECOM will identify improvements to the discharge capacity of the existing pump station to the maximum extent possible. However, it is anticipated that capacity will still be significantly less than that required to discharge the runoff from a 5-year storm.

Therefore, it is important to realize, if the improvements identified by this program would all be constructed, the gravity system will have a much larger discharge capacity than the pump station.

Proposed Team:

The team will be the same one identified in our "Shawnee Neighborhood Storm Water Diversion System – Statement of Qualifications for Engineering Services", dated April 1, 2015.

Proposed Scope:

Gravity System

- Survey:
 - Additional survey shots, catch basin opening details, dye testing, etc. needed to more completely document the existing gravity system.
 - Survey historical high water elevations on Cleveland Street and elsewhere in the neighborhood, as identified by City personnel and/or residents. These elevations will help calibrate the hydraulic model.
 - Survey effort in support of AECOM's investigations for the improvements to the existing pump station.
- XPSWMM modeling of gravity system:
 - This proposal assumes that the existing model that AECOM has used will be made available for our use.
 - Revise the model as required, based on the additional survey data.
 - Calibrate the model.



- Establish the frequency of the storm that the as-is existing system can discharge to the river without flooding on Cleveland Street. This will establish a base line for assessing future improvements to the gravity system.
- Three key components for future gravity system improvements will be investigated. See the attachments:
 - Increase outfall capacity at First Street.
 - New sewer and outfall at West Second Street.
 - Diversion sewer at Staunton Street.

Per Mr. Kerr and Mr. Reinicke, detention has already been investigated, and the hydraulics and land requirements for this do not look good. Therefore, detention will not be considered as a viable part of the program.

- The diversion sewer has already been investigated by AECOM, showing it have the potential to divert the runoff from the eastern half of the neighborhood to the River and away from the lower western portion of the neighborhood where the historical flooding has been most severe. The 5-year storm will be modeled using two different locations for an increased-capacity outfall in the western portion. Each scenario will include the diversion sewer, and pipe size and catch basin improvements at appropriate locations within the neighborhood such that no surcharges occur. The existing pump station will be assumed to not be operating for any of the scenarios. The scenarios will be:
 - Scenario 1 – Increase outfall capacity at First Street and diversion sewer at Staunton Street.
 - Scenario 2 - New sewer/outfall at Second Street west of Cleveland Street and diversion sewer at Staunton Street.
- Coordinate with AECOM on the proposed improvements to the existing pump station.
- Coordinate with the Miami Conservancy District (MCD) to establish the parameters for boring under the existing levee. Per a telephone conversation with Kurt Rinehart, Chief Engineer for MCD, on April 17, 2015, boring under the levee is permissible, pending review and approval of the detail plans.
- Coordinate with the Corps to establish the parameters for permits that would be associated with boring under the levee and/or working on the river-side of the levee.
- Budget-level construction cost opinions for the two gravity system improvement scenarios.
- Report and recommendation of one of the scenarios as the basis for a long-term, neighborhood-wide storm sewer improvement program.



Pump Station and Evaluation of Outside Funding Sources

- AECOM will perform all tasks for defining the recommended improvements to the existing pump station, as well as evaluate possible sources of outside funding to help support implementation of the designed program. They will function as a sub-consultant to Kleingers, providing engineering consultation regarding the incorporation of those pump station improvements into the program plan and schedule. See the attached sub-consultant proposal.

Improvement Schedule:

- Using the chosen gravity system scenario and the pump station improvements identified by AECOM, a schedule for design and construction will be prepared as a multi-year program to complete the improvements.
- Every attempt will be made to keep the cost of the improvements for each year of the program within the City's yearly funding for storm water improvements. However, the cost of some one-year steps in the program may exceed that. Averaging the costs over more than one year may be necessary in some cases.

Proposal Assumptions

- Based on discussions with the Ohio Department of Natural Resources and others, shallow bedrock is highly likely in the west parts of the neighborhood. Consequently, line items for premiums related to construction in rock will be included in the cost opinions.

Proposal Exclusions

- Detailed design and construction documents for the recommended gravity system and pump station improvements. Those will be developed on a project-by-project basis if the program is implemented.
- Geotechnical investigations. Geotechnical investigations may be needed in the future as part of the detailed design, including possible expansion of the existing pump station, the new outfalls, and to further define the extent of bedrock interference with pipe and catch basin improvements during detailed design.
- Boundary/easement surveys and plans, boundary/easement descriptions, negotiating for property/easement purchases. These will be performed on a project-by-project basis, if needed.
- Permit application preparation, permit fees, and/or environmental assessments of any kind.
- Preparing to serve or serving as a consultant or witness for the City of Piqua in any litigation, arbitration or other dispute resolution process related to the Project.



Proposed Fee

Based upon our understanding of the scope as described above, we will provide those services for a lump sum fee of \$67,000, plus a surveying allowance of \$15,000 on an hourly, not-to-exceed basis.

The fee breakdown is:

- Gravity system and overall program design (Kleingers) = \$31,767 (lump sum)
- Surveying (Kleingers) = \$15,000 (hourly, not-to-exceed allowance)
- Pump station and funding evaluation (AECOM) = \$35,233 (lump sum)

Please feel free to contact me if you have any questions concerning this proposal.

Sincerely,

Mike Brunner, P.E., P.S., CFM

The Kleingers Group



Terms and Conditions

Services Provided. The Kleingers Group, Inc., the Consultant, agrees to perform the professional services outlined in the preceding paragraphs for the City of Piqua, the Client. Client agrees to:

1. Provide full information as to his requirements for the Project prior to commencement of work on the Project;
2. Assist Consultant by placing at his disposal all available information pertinent to the Project;
3. Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
4. Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;
5. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
6. Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
7. Client will promptly review and act on all submissions made to him by Consultant.

Time of Completion. Consultant agrees to perform the outlined Scope of Services within the periods specified, exclusive of review time and time to complete review responses, from receipt of Authorization to Proceed. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

Compensation. For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Clients will be invoiced each month for any work performed during the period. For hourly services, invoices will be based on the number of hours expended by the Consultant's personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past 30 days every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

Standard of Care. Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Limitations of Services. All application, review, and permit fees are to be paid by others. Any necessary environmental, geotechnical or archaeological site assessments are excluded from this scope of work.

Additional Services. Changes made by Client after the start of the work will be considered extra work and may negatively impact the stated project timeline. Consultant will notify Client in writing of any changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

Indemnification and Limitation of Liability. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.



The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the Consultant's total fee for services rendered under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

Termination of Contract. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;



In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense/prosecution of the claim, including staff time, court costs, attorney fees and other claim related expenses.

Ownership and Copyright of Documents. All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Free Publicity. Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant.

Use of Electronic Media. Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems of computer hardware differing from those in use by Consultant at the beginning of this assignment.

Opinions of Cost. When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

Jobsite Safety Disclaimer. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and



responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Severability. If any term or provision hereof is illegal or invalid for any reason whatever, such illegality or invalidity shall not affect the validity of the remaining terms of this Agreement.

Assignment of Agreement. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Signatures. Should Client be a corporation or governmental entity, the person signing this Agreement represents that he is duly authorized to execute the agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he/it has full authority to sign on behalf of said Client.

EEO. The Kleingers Group supports an Affirmative Action Program. During the performance of this contract (or purchase order), the **contractor/vendor** agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.

LEED Certification. The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. The Client understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Consultant including, but not limited to, the Client's use and operation of the completed project. The Consultant does not warrant or represent the project will actually achieve LEED certification.

Intent of Signing LEED Certification Application. The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief and does not constitute a warranty or guarantee by the Consultant.

Innovative Design and Technologies. The Client understands and agrees that state-of-the-art or innovative products, technologies or methods may be used on the project and that these lack a proven history of successful application and performance. The Client acknowledges that these technologies are being incorporated into the project to accomplish recognized objectives, but due to their unproved and innovative nature, there is a significant possibility that those objectives may not be realized and may result in undesirable consequences. The Consultant will conduct a reasonable level of investigation and analysis, and this is the limitation of the Consultant's obligation for the performance of these technologies. The Client has weighed the relative risks and rewards and accepts the risk of incorporating the innovation(s) into the project.



AUTHORIZATION TO PROCEED

Please proceed with the work outlined above in accordance with this proposal. I agree to the terms and conditions of this proposal.

By: _____

Date: _____



Scenario 1 - Increase Outfall Capacity at First Street

Diversion sewer at Staunton Street

Pipe and catch basin improvement at appropriate locations in the neighborhood

Existing 36" outfall to remain

New outfall in order to increase outfall capacity



Scenario 2 - New Sewer/
Outfall at West Second Street

Diversion sewer at
Staunton Street

Pipe and catch basin
improvement at appropriate
locations in the neighborhood

New sewer
and outfall

Existing 36"
outfall to remain

Wood St

Main St

Cleveland St

West 2nd St

Green River Trail

N Cor 25A

2nd St

3rd St

4th St

5th St

6th St

7th St

8th St

9th St

10th St

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AECOM Sub-Consultant Proposal

The Kleingers Group Shawnee Neighborhood Storm Water Diversion Project Lump Sum Work Authorization Attachment A

Introduction

The City of Piqua is in need of stormwater pumping improvements at the Shawnee Stormwater Pump Station site. These improvements will include an increase in stormwater pumping capacity from the neighborhood.

The existing Shawnee Stormwater Pump Station is located near the intersection of North Main Street and East Main Street adjacent to the Great Miami River. This pump station was most recently upgraded in the year 2008. During this upgrade, the old pumps were removed and replaced and the masonry building above grade was removed. The old autodialer system in the pump station was replaced with a SCADA system and a new pump station control system was installed. The upgraded pump station was redesigned to include the following components:

1. Two model 3356.605 Flygt submersible pumps with a specified design capacity of 5,000 gpm each at 28' TDH. Actual capacity varies as discussed below.
2. A concrete pad, piping and an electrical switch gear for a third (future) pump.
3. A 36-inch motor operated sluice gate was added to an existing gate structure to control backflow from the Great Miami River into the pump station. This new gate has a non-modulating (open/close) electric operator.
4. A 24-inch discharge force main was added which discharges into the existing 52" x 27" x 23 feet deep gate structure at a depth of about 13 feet,
5. A 200 kilowatt diesel generator located on the roof of the pump station.
6. A new Pumpview SCADA package was installed to monitor the pump station.

Based on field and office review and discussions with City staff, the pump station has the following operating problems:

1. The existing pump station has a calculated capacity of approximately **15.8 MGD** (11,000 gallons per minute) when operated at depths of less than 7.5 feet in the wet well. Estimates of stormwater flow from the Shawnee Neighborhood tributary area during a 5-year storm event greatly exceed the existing pumping capacity.
2. The operation of the gate structure causes a number of problems. The gate closes when there is 4 feet of water in the pump station wet well and pump number 1 does not activate until there is 5 feet of water in the wet well. The gate is closed for extended periods of time when the pumps are not pumping due to the water level in the Great Miami River. This allows storm water to back up into the storm sewer system and drop its load of debris. The gate structure is hydraulically

inefficient since this small structure receives pumped flow from a 24-inch force main and gravity flow from a 36-inch and 42-inch storm sewer.

3. There is no automatic opening of the gate once the river level has dropped. The gate must be opened by City staff at the pump station site, and the level sensor that closes the gate is located in the wet well of the pump station not in the gate structure.
4. The high humidity conditions within the pump station have caused problems with the control system in the past. The problems are significant enough that City staff have continuously manned the pump station during rain events to ensure pump operation.
5. The pump station has no trash rack system to retain and remove debris. City staff report that the pump station inlets are periodically clogged with debris. This debris reduces the capacity and efficiency of the pump station.
6. The existing submersible pumps are Flygt Model 3356/810/605 submersible pumps. These pumps are typically equipped with 70 HP motors. However, the pump motors provided are 60 HP. If the pumps were equipped and operated at 70 HP, they could potentially pump up to 13,000 gpm. This is 2,000 gpm higher than the current 11,000 gpm pumping rate; however, it is still much lower than the pumping rate that will be required to pump the entire 5-year storm event.
7. The operation of the generator on the roof of the pump station creates noise in the neighborhood. The generator is not equipped with a soundproof enclosure.

Technical Approach

Based on the conditions that exist at the site today and the analysis that was performed for the Shawnee Neighborhood Stormwater Letter Report (dated October 14, 2014) it is anticipated that the existing pump station will be modified to provide additional pumping capacity.

AECOM proposes to perform the following tasks as part of the Scope of Work:

- 1) **Kick-off Meeting.** Attend a kick off meeting with Kleingers and City staff. Provide a list of requested information and a meeting agenda prior to the meeting.
- 2) **Existing Pump Station Evaluation.** An analysis will be performed of the existing pump station to develop costs and preliminary layouts to upgrade the capacity to the maximum extent possible. This analysis will include:
 - a) Review of Great Miami River stage data to determine average river depth impact on the operation of the pump station.
 - b) Review of the existing property ownership and easements and the possible need for land acquisition and easements on adjoining property.
 - c) Review the operation of the existing gate structure and recommend a new structure and/or the removal of the existing structure.

- d) Determine the alignment and sizing of a new force main to the Great Miami River.
 - e) Review existing wet well capacity and recommend a new parallel wet well (size and location).
 - f) Review trash screening alternatives and recommend a new screening system.
 - g) Review the sizing, operation, location, and noise production of the existing standby generator. Recommend a noise reduction alternative for the existing generator and/or a size and location for a new generator.
- 3) **Field Survey.** AECOM will provide the necessary information to Kleingers to perform field-surveying tasks needed to evaluate the expansion of the existing pump station and the construction of a new force main. This work will include a topographic survey and a review of property and right-of-way boundaries or adjoining parcels. This information will be used to determine the need to acquire easements or new property for the proposed pump station expansion and/or force main alignment. This work will be performed by Kleingers outside of this work authorization.
- 4) **Cost Estimates.** Preliminary construction and project cost estimates will be developed for the evaluations performed in Item 2.
- 5) **Funding Alternatives.** AECOM will evaluate funding options available for this project and will recommend a funding strategy. There are various State and Federal programs available that provide low (or no) interest loans and grants, many of which are based on the household income of the area. The funding sources that will be evaluated include:
- a) Ohio Public Works Commission: OPWC has established a program to provide financing for infrastructure capital improvement projects either through grants or loans with interest rates that vary between 0% and 3%.
 - b) Community Development Block Grant: CDBG funds are awarded through the Ohio Development Services Agency which reviews a competitive application process and sets aside funding for Neighborhood Revitalization, Downtown Revitalization and Critical Infrastructure. Projects that apply must meet the national objective of Low and Moderate Income (LMI) Benefit or Elimination of Slum and Blight. The projects must be designed to assist the community with high-priority, single component projects such as flooding and drainage that have a high community-wide impact.
 - c) Surface Water Improvement Fund: The SWIF allows OEPA to provide grants up to \$150,000 with no local match for projects that address nonpoint source pollution and/or stormwater runoff.
 - d) Ohio Water Development Authority (OWDA) administers number of loan funds that are used to pay for planning, design and construction of water, wastewater and stormwater projects. These loans are provided at market interest rates or at lower Community Assistance Rates.

- 6) **Letter Report.** AECOM will prepare a draft letter report that summarizes the findings above. This report will contain a recommended plan; estimates of probable cost and a preliminary site plan drawings. AECOM will attend a meeting with Kleingers and City staff to review the content of the draft report and obtain comments. The draft report will be revised based on comments received and three copies of the final letter report will be submitted.

SCHEDULE

AECOM will perform the Scope of Services above in a timely manner, subject to input and direction from the Kleingers Group and any applicable funding agencies. The project duration is scheduled to be six (6) months from the Notice to Proceed date to the report submittal date.

AECOM's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If such periods of time or dates are changed through no fault of AECOM, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the Kleingers Group has requested changes in scope, extent, or character of the Project, the time of performance of AECOM's services shall be adjusted equitably.

COMPENSATION

For services provided under this Agreement, AECOM shall be paid as follows:

Compensation for the stated Scope of Services shall be a stipulated fee of Thirty-five Thousand, Two-Hundred, Thirty-three (\$35,233). Invoicing for services shall be based on a percentage completed for the services.

A monthly invoice for services rendered shall be made as the Work progresses. Payment for services shall be made within thirty (30) days of the date of the invoice. Interest shall be paid at the State-permitted rate for all payments made 45 days after date of the invoice.

ADDITIONAL SERVICES

AECOM shall provide services for the project when authorized in writing in addition to those set forth in the Scope of Services section upon negotiation of an acceptable scope of services and compensation between the Kleingers Group and AECOM for said additional services. Such services shall consist of providing any other services not included in this proposal or not customarily furnished in accordance with generally accepted engineering practices. Services not included are as follows:

- Detailed design services
- Additional permit application submittals and fees;

- Additional plan submittals to regulatory agencies and utility companies;
- Construction staking and layout;
- Preparation or review of environmental assessments or impact statements;
- Negotiating service agreements with other service providers;
- Wetlands delineation, archaeological surveys, floodplain permitting and coordination;
- Property surveys, easement descriptions and negotiating for land acquisition;
- Construction testing services;
- Additional geotechnical engineering services;
- Preparing to serve or serving as a consultant or witness for the Kleingers Group or the City of Piqua in any litigation, arbitration or other dispute resolution process related to the Project;

RESOLUTION NO. R-92-15

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FISHBECK, THOMPSON, CARR & HUBER, INC. ENGINEERS TO PERFORM AN ENGINEERING STUDY FOR THE WASTEWATER PUMP STATIONS REHABILITATION PROGRAM-PRELIMINARY EVALUATION PHASE 1

WHEREAS, the Ohio EPA mandate's that the City of Piqua maintain our wastewater collection system; and

WHEREAS, a majority of the cities pump stations are late 1950 to early 1960's vintage systems and are in need of upgrade to current standards; and

WHEREAS, Fishbeck, Thompson, Carr & Huber was choosen from a group of 5 engineering firms that returned Requests for Proposals as a qualified engineering firm; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: The City Manager is authorized to enter into a contract with Fishbeck, Thompson, Carr & Huber, Inc. to perform Professional Engineering Services for the Wastewater Pump Stations Rehabilitations Program-Preliminary Evaluation Phase 1;

SEC. 2: The cost involved is not to exceed \$43,000.00 which includes a 5% contingency and will be funded by Wastewater Plant Budget 2015.

SEC. 3: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the City treasury in payment according to contract terms.

LUCINDA L. FESS, MAYOR

PASSED: _____

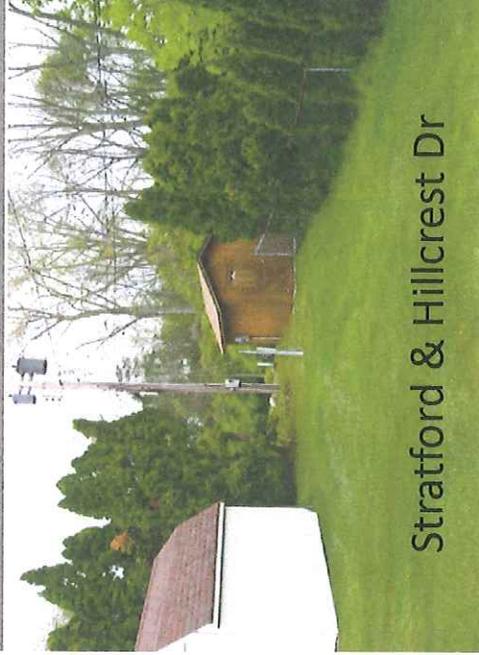
ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	June 2, 2015		
REPORT TITLE (Should match resolution/ordinance title)	A resolution requesting authorization to enter into an agreement with Fishbeck, Thompson, Carr & Huber, Inc. Engineers to perform an Engineering Study for the Wastewater Pump Stations Rehabilitation Program-Preliminary Evaluation Phase 1		
SUBMITTED BY	Name & Title: Dave Davis, Wastewater Plant Supt.		
	Department: Utilities Division-Wastewater		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director;		<input type="checkbox"/> Other:
BACKGROUND (Includes description, background, and justification)	This will take a snapshot of all our sewage pump stations and develop a plan that will diagram needs and improvements at those stations to ensure reliable operation for the next 30-50 years. The city would then be able to plan and budget for phase 2 which would bedesign and Construction .		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	2015 Budget- \$40,000.00	
	Expenditure \$:	Total \$40,950.00 + an approx. 5% contingency of \$2,050.00= \$43,000.00	
	Source of Funds:	Wastewater Annual Budget- Professional Services	
	Narrative:	Our Long range plan was to perform all work under the Wastewater annual budget as a phased approach	
OPTIONS (Include Deny /Approval Option)	1.	Approve and start bringing our pumping infrastructure up to date.	
	2.	Deny and continue current replacement as breakdown happens.	
	3.		
	4.		
PROJECT TIMELINE	This timeline will take the city through phase 1 of evaluations and set the groundwork for Phase 2 which would come from the 2016 budget year.		
STAFF RECOMMENDATION	Approve and start the rehabilitation program with this firm and continue next year with Phase 2 of the Program.		
ATTACHMENTS	Scope of Services. Cost Calculation Schedule. Agreement for performance of Study services.		

Locations of Pump Stations



Locations of Pump Stations



Lakeridge Dr.



Echo Lake Drive

FTCH Team

Project Name: Piqua Wastewater Pump Stations Rehabilitation Program - Phase 1
 Project Number: G150261
 Project Location: City of Piqua, Ohio
 Date: May 20, 2015
 Prepared By: RCN/AA2
 No. of Drawings:

Phases	FTCH Team Hours							Sub Totals		
	Principal \$205	Project Manager \$175	Senior Engineer \$166	SCADA & Controls \$205	Electrical Sr. En g. \$154	Electrical Staff Eng. \$89	Staff Engineer \$89	Tech. \$89	Hours	Dollars
Preliminary Data Collection & Review	2									
Kickoff Meeting		4	4		4		4		18	\$2,746
Obtain Data from Manufacturers			4				2		2	\$178
Review existing data		2	4				2		16	\$1,904
Review maintenance logs		2			2		4		10	\$1,192
Obtain sewer map & identify needed data		2					4		6	\$706
Review electrical usage data					2		4		6	\$664
Identify survey needs							4		4	\$356
Tabulate PS data							4		4	\$356
Review SCADA needs				4			4		12	\$1,532
Sub Total	2	10	8	4	8	12	34	0	78	\$9,634
Site Visits										
Meet with Operations Personnel		8	8				8		24	\$3,440
Site Visits (3 days)			24		8		24		56	\$7,352
Survey for potential eliminations		4	2				8		14	\$1,744
Sub Total	0	12	34	0	8	0	40	0	94	\$12,536
Pump Station Evaluations										
Condition assessments:										
Site Considerations		2	4	2	4	4	8		24	\$3,108
Equipment		2	4				12		18	\$2,062
Structural		16	2				4		22	\$3,488
Electrical		2			4	8	14		14	\$1,878
Sub Total	0	22	10	2	8	12	24	0	78	\$10,356
Phase 1 Report Preparation										
Summarize condition assessments							8		8	
Develop planning estimates - rehab/replacement		2	4	4		8	4		22	\$2,190
Review draft report with City		4							4	\$700
Finalize report		4	4	2		4	4		18	\$2,130
C/A/QC final report		2			2				4	\$718
Review final report with City		4							4	\$700
Sub Total	2	14	8	6	2	12	16	0	52	\$5,438
Expenses										
Survey for potential eliminations										\$1,000
Travel (4 meetings & 3 site visits)										\$870
Sub Total	0	0	0	0	0	0	0	0	0	\$1,970
Grand Total	4	58	60	12	26	36	114	0	302	\$40,934



May 20, 2015

Mr. Dave Davis
Wastewater System Superintendent
Piqua Wastewater Treatment Plant
121 Bridge Street
Piqua, OH 45356

Re: Proposal for Professional Engineering Services
Wastewater Pump Stations Rehabilitation Program – Preliminary Evaluation Phase 1

Dear Mr. Davis:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide the City of Piqua with this proposal for professional engineering services to assess the eight wastewater collection system pump stations and prepare a Preliminary Report of our findings, conclusions and recommendations for long-term planning to maintain efficient, effective pump station service throughout the City's collection system.

The proposal includes a project understanding of the work to be completed, a description of the scope of services to be provided as a part of Phase 1 Evaluation to be performed during 2015, a proposed project duration and our proposed fee for this Preliminary Design Phase. Phase 2 Evaluation services that will complete the evaluation and address improvements will be performed in 2016 under a separate agreement.

Project Understanding

The City wishes to evaluate alternatives for improvements to the eight wastewater pumping stations currently in operation throughout the City's wastewater collection system. The pumping stations vary in style, age, capacity, reliability and efficiency. The City's goal is to develop a plan that will diagram needs and improvements at the pump stations to ensure reliable operation for the next 30 to 50 years. The desire is to include planned expenditures for appropriate upgrades at each pump station as necessary. The approach is to incorporate an inventory of the pump stations that includes documentation of the condition of major components.

We understand that the pump stations are not being monitored remotely and that the City desires an investigation of alternatives to connect each pump station with Supervisory Control and Data Acquisition (SCADA) equipment.

Our analysis will include interviews with City staff to gain a solid understanding of the operational histories at each pump station site, and we will discuss how physical and communication improvements may be incorporated to better serve the City's needs operationally and financially. We will develop the analysis as a City/FTCH team and work through the design of improvements while in close communication with City staff to ensure the final constructed improvements operate as anticipated.

During the site visits, we noted some of the unique characteristics of each pump station site and the appurtenances associated with the facilities. Below is our understanding of some of the concerns and needs



related to each pump station.

Orchard Drive Pump Station, 50 Orchard Drive: The Orchard Drive Pump Station is a pneumatic ejector station constructed in 1959. It serves 10 homes and is located in the front yard of a home along Orchard Drive. The station is susceptible to surface water runoff and contains a sump pump to remove the stormwater that enters the structure.

Maplewood Drive Pump Station, 1200 Maplewood Drive: Another ejector station, the Maplewood Drive Pump Station was installed in 1961. It is also located within the front yard of a residential lot. The depth of the station is relatively shallow and the top of the station is relatively low – making it susceptible to flooding when heavy storms occur.

Candlewood Pump Station, 1622 New Haven Road: A pneumatic ejector station installed in 1961, the Candlewood Pump Station is located within the sidewalk in front of a residential lot. At approximately 30 feet deep, it is a deeper station and includes a sump pump to remove stormwater that may enter the structure.

Stratford Drive Pump Station, 1319 Stratford Drive: Installed in 1981, the Stratford Drive Pump Station is a wet-well-mounted, self-priming station. The station is located in the backyards of a residential area and provides some access issues. Easements exist for the gravity sewer and force main, but are rather narrow for access with trucks to maintain the station. An insulated wood shed has been constructed over the pumps and piping to provide protection and heat enclosure for the components.

Miami Valley Centre Mall Pump Station, 987 E. Ash Street: Installed in 1988, this pump station receives flow exclusively from the restaurants along E. Ash Street. The City uses their vac-truck to clean the floatables and grease a couple of times a year. The station is experiencing some electrical issues, and has no backup power. Security and vehicle protection are concerns at this location. Any upgrades will need to incorporate aesthetics and vehicle protection.

Eagles Nest Pump Station, Eagles Lake Drive: The Eagles Nest Pump Station is a submersible duplex non-clog station that was installed in 1988. The station is operating well and is located within an easement just outside of the right-of-way line.

Lakeridge Drive Pump Station, Lakeridge Drive: This pump station is fairly new to the City's Collection Division, although it was constructed in the mid 1990s. It was previously maintained by the six homeowners that send wastewater to the station. The submersible pumps discharge to a nearby manhole through a 2-inch force main.

Echo Lake Drive Pump Station, Echo Lake Drive: The Echo Lake Drive Pump Station serves only three homes and is not yet a City-maintained pump station. Access to the station by City vehicles will require acquisition of a permanent easement. The easement may cross the residential property or the golf course. Easement support services are not included in the scope of services for this phase.



Scope of Services

We will provide the following engineering services to evaluate the condition of the existing sanitary sewer pump stations and provide initial options for rehabilitation and/or replacement. This will provide the base data for an overall plan to upgrade components of each pump station for future needs.

Phase 2 services will be addressed in a separate agreement that will be performed in 2016 and include a final report addressing the overall evaluations, final recommendations and a schedule for phasing selected improvements at all of the City's wastewater pump stations.

1.0 Pump Stations Preliminary Design Phase

- a. Kickoff Meeting – Upon receiving a Notice to Proceed, we will hold a kickoff meeting which will include all key personnel from FTCH and the City to establish the goals, schedule and communication protocols for the project. Item to be covered in the meeting will include:
 - i. Project Protocols – key personnel, communications, billing procedures
 - ii. Establish project goals
 - iii. Identify milestone dates
 - iv. Identify available data and when it can be obtained
 - v. Discuss each pump station with operations personnel
 - vi. Review evaluation forms & procedures
 - vii. Identify other planned projects that may impact this project – SCADA upgrade at WWTP, etc.

- b. Review existing data – All existing data that is collected from both the City's records and those obtained from manufacturers will be reviewed to form an understanding of the original equipment and any modifications that have been made to date. Any additional data needs will be identified and a plan established for obtaining this data.
 - i. FTCH to review data received from City
 1. Contract drawings
 2. Contractor submittals
 3. Maintenance logs
 - ii. Manufacturer records/drawings, including project-specific wiring diagrams
 - iii. Review and evaluate existing pump curve and system head curves to determine pump capacity upgrade needs for existing and future wastewater flows
 - iv. Obtain site topographic information, if deemed necessary, to determine vertical elevations for pumping and/or gravity flow hydraulics
 - v. FTCH to identify any additional data needs.

- c. Site Visit(s) – FTCH will perform necessary site visits to obtain data at each pump station that will assist in the condition assessment of each station. The pump stations will be visually inspected. The wet wells will be inspected without confined space entry using a Quickview camera. The data will be documented on standard FTCH Pump Station Evaluation forms and photographs taken of all components.
 - i. Physical Pump Station Inspections



1. Electrical - An inventory of the electrical equipment at the site including power supply as well as instrumentation and controls. The condition of all electrical components will be assessed at this time by visual observation.
2. Mechanical – The pumps, valves, piping and pump rails will be inspected and their visual condition noted on the evaluation forms. The City’s operations personnel will be consulted to determine the operability of existing valves. Model and serial numbers will also be recorded or verified where possible.
3. Structural – A visual structural condition assessment will be performed on all structural components of the stations. The wet wells will be inspected by the use of a Quickview camera that allows for video inspection without entering confined space. The camera provides viewing with adjustable lighting as well as photo documentation.
4. Site Conditions – Site conditions will be assessed including evaluations of access for maintenance tasks and proximity of residences. The sites will be evaluated for potential upgrades including available space for portable or permanent back-up power equipment.

d. Condition Assessment

- i. Consolidate site visit data for each pump station – All of the data gathered from the site visits as well as the data from existing drawings, manufacturer’s data and maintenance logs will be collated into a summary that will document the existing condition of each pump station in spreadsheet format. This will serve as a basis for assessing the necessary upgrades to the stations based on deficient or deteriorated equipment. This data will later be incorporated into the alternative analysis that will determine the most cost effective options which could include rehabilitation or replacements.
 - ii. Identify equipment upgrade needs – The equipment upgrades will be identified and costed. They will then be classified into categories based on the level of need.
 1. Immediate – Upgrades or improvements that should be made in the very near future. These improvements will be those that could affect the immediate operation of the station.
 2. Future – Improvements that will be needed in planning period, but do not classify as immediate in that they should continue to function for some period of time.
- e. Develop Preliminary Construction Cost Estimates for Rehabilitation and Replacement options – These will be planning level estimates intended to give the City a preliminary idea of the potential costs for the selected improvements that will eventually be provided in the Phase 2 Preliminary Evaluation Report. These may be useful in looking at potential budget and funding needs that will be verified later.
- f. Prepare Pump Station Phase 1 Preliminary Evaluation Report – This document will summarize all of the data that has been collected, the inspections and evaluations performed and provide the planning level estimates described in section (g.) above. This data will provide the basis for further evaluations of alternatives and options to be completed in Phase 2 but may assist the City in budgeting for future years.



Project Schedule

We propose to complete the Phase 1 engineering services described in the Scope of Services above within twelve (12) weeks of receiving notice to proceed. We are prepared to begin immediately upon receipt of Authorization to Proceed by the City.

Professional Services Fees

We propose to provide the above-described professional services for the following fees:

Data Collection and Review:	\$ 9,640
Site Visits:	\$12,540
Pump Station Evaluations	\$10,360
Report Preparation	\$6,440
Expenses	
Survey for potential pump station eliminations	\$ 1,000
Travel (4 meetings and 3 site visits)	\$ 970
Total:	\$40,950

FTCH cost for the scope of services described above is Forty Thousand Nine Hundred Fifty Dollars (\$40,950). Compensation will be based on our Rate Schedule (attached) for the actual time spent on the project. Invoices will be submitted every four weeks and payment is due upon receipt. If we find that the scope of services required differs from that proposed, we will notify you immediately of any appropriate amendment to the scope and fees.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to the attention of Ms. Sue Berger (sberger@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services.

We appreciate the opportunity to submit this proposal for professional engineering services. We trust that we have satisfactorily addressed the project needs in this proposal and look forward to working with you on this collection system improvement project. If you have any questions or require additional information, please contact me at 513.247.8562 or rcmiller@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

Richard C. Miller, PE

sb

attachments: Rate Schedule
Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME Piqua Wastewater Pump Stations Rehabilitation Program – Phase 1 Evaluation
FTCH CONTACT Richard C. Miller, PE
CLIENT City of Piqua, Ohio
CLIENT CONTACT Dave Davis
ADDRESS 201 West Water Street, Piqua, Oh 45356

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

SCOPE OF SERVICES:

Evaluate eight existing wastewater pump stations and prepare preliminary planning costs for rehabilitation and replacement options. Evaluation of additional options including SCADA and standby power will be addressed in Phase 2 as well as development of a complete report summarizing the evaluations, recommended upgrades, cost estimates and schedules.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated May 20, 2015
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for above Scope of Services:

\$40,950

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:
City of Piqua, Ohio

BY: _____

TITLE: _____

CONTRACT DATE: _____

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY: Jeffrey J. Brown

TITLE: _____

DATE: _____

Vice President

May 20, 2015

Terms and Conditions for Professional Services



1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent. *with prior approval from the City.*
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder: *at no additional cost to the City.*
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$50,000 or the amount of the fee earned under this Agreement.



Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTCH harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

Upon request, CLIENT and FTCH shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTCH only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



RATE SCHEDULE

June 7, 2014

Principal	\$205
Senior Associate	\$175-\$195
Associate	\$121-\$175
Architect/Construction Engineer/Construction Manager/ Engineer/Estimator/Geologist/Hydrogeologist/Industrial Hygienist/ Interior Designer/Project Manager/Scientist/Surveyor	
Senior Level	\$114-\$195
Mid Level	\$97-\$114
Staff Level	\$67-\$97
Architectural Specialist/Engineering Specialist/ Environmental Specialist/Health & Safety Specialist/ Operations Specialist/Technical Specialist/ Project Superintendent/Survey Specialist	
Senior Level	\$121-\$175
Mid Level	\$82-\$121
Staff Level	\$74-\$82
Technician	
Senior Level	\$97-\$130
Mid Level	\$82-\$97
Staff Level	\$51-\$82
Production Support	\$67
Photocopies	\$0.10/Copy
Mileage/Passenger Vehicles	\$0.70/Mile
Field and Services Vehicles	\$0.95/Mile (\$37/day min.)
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

6/14

RESOLUTION NO. R-93-15

AN EMERGENCY RESOLUTION AUTHORIZING A CONTRACT TO
PRO GRADE EXCAVATION FOR EMERGENCY SANITARY SEWER REPAIR

WHEREAS, the City needed to do an emergency sanitary sewer repair in April of this year; and

WHEREAS, the sanitary sewer needing repair was located in the alleyway between Virginia and Lincoln Streets from Elm to Maple Streets; and

WHEREAS, due to existing problems with the sanitary sewer, the work had to be completed as an emergency and expedited in such manner; and

WHEREAS, multiple contractors were contacted for immediate repair; and

WHEREAS, Pro Grade Excavation has now completed needed repairs.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected thereto concurring, that:

SEC. 1: A purchase order is hereby authorized to Pro Grade Excavation for the emergency repair work in the alleyway between Virginia and Lincoln Streets and said payment is to be made as a moral obligation as said work has been completed.

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrant on the appropriate account of the city treasury according to the agreement terms in the amount of \$63,088.43.

SEC. 3 This Resolution is declared an emergency as the repairs of the said sanitary sewer were in critical need of emergency repair and said work has been completed.

LUCINDA L. FESS, MAYOR

PASSED: _____

ATTEST: _____
REBECCA J. COOL
CLERK OF COMMISSION



Commission Agenda Staff Report

MEETING DATE	June 2, 2015		
REPORT TITLE	An Emergency Resolution authorizing a contract to Pro Grade Excavation for Emergency Sanitary Sewer Replacement		
SUBMITTED BY	Name & Title: Shane Johnson, Assistant Superintendent		
	Department: Underground Utilities		
AGENDA CLASSIFICATION	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
APPROVALS/REVIEWS	<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Asst. City Manager/Finance
	<input type="checkbox"/> Asst. City Manager/Development		<input type="checkbox"/> Law Director
BACKGROUND	<p>In the week of March the 30th it was discovered that the sanitary main in the alley parallel to Virginia between Elm and Maple had collapsed. After further investigation we found that not only the collapsed area needed replaced but the entire sanitary main from Elm to Maple also needed to be replaced. Therefore we contacted several contractors. And Pro Grade Excavation was selected to perform the work. Pro Grade was one of the first to respond and was able to perform the replacement in a short notice. The replacement was started the week of April 6th and finished the week of the 13th.</p> <p>At this time I am asking for funds to pay to Pro Grade Excavation for the emergency sanitary main replacement.</p>		
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	No	
	Expenditure \$:	\$63,088.43	
	Source of Funds:		
	Narrative:	This was an emergency expense of the Wastewater Budget.	

		If funding needed, will be re-appropriated with midyear items.
OPTIONS	1.	Approve Resolution No. R-93-15 and pay said contractor for work completed.
	2.	Do not approve the Resolution and provide staff with further direction
PROJECT TIMELINE	This work has already been completed due to the emergency repair work.	
STAFF RECOMMENDATION	Approve Resolution No. R-93-15 so that contractors can be paid for their completed work.	
ATTACHMENTS		

Forest Washing for Cherry Drexel Lindsay Maple Vine

BS/CI PROGRAM

GROUP V-1263

SEGMENT DAY-1263, 1263A-F, 1263R

MAXIMO #11045636-56977

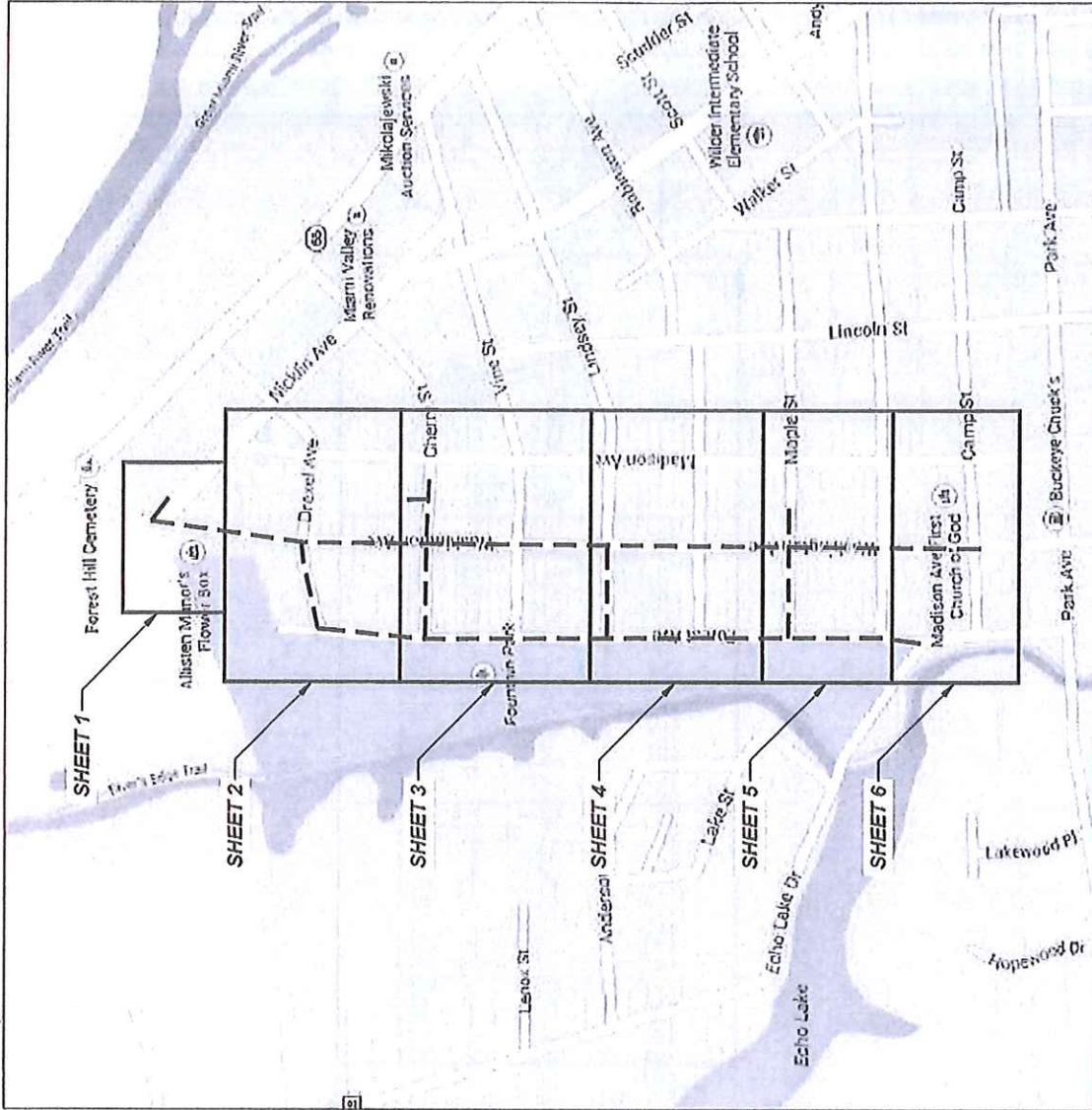
WO #14048103052210

PIQUA, OHIO

DATE: 10-21-2014

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LOCATION MAP
NOT TO SCALE

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