REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, JULY 1, 2014
7:30 P.M. – COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET
PIQUA, OHIO  45356

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the June 17, 2014 Regular Piqua City Commission and the June 12, 2014 City Commission WorkSession.

NEW BUSINESS

2. RES. NO. R-78-14
   A Resolution requesting authorization to enter into an agreement with Arcadis U.S., Inc. for professional construction management services as related to the Miami River Interceptor Siphon Line Improvements

3. RES. NO. R-79-14
   A Resolution fixing the time and place for a Public Hearing on the Proposed City Tax Budget for Miami County for the calendar year 2015 and Draft Appropriation Ordinance

4. RES. NO. R-80-14
   A Resolution authorizing a purchase order to Valley Ford Truck, Inc., and Kaffenbergar Truck Equipment Company for the purchase of a new sign truck for the Public Works Department

5. RES. NO. R-81-14
   A Resolution authorizing a purchase order with Ohio Transmission & Pump Co. for the replacement of #2 Raw Sewage Pump Gear Box at the Wastewater Plant

6. RES. NO. R-82-14
   A Resolution requesting authorization to amend the purchase order with SSOE Group for the Engineering Services Associated with the Power Plant Clean Ohio Revitalization Fund Grant

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
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 Martin, Terry, Wilson, and Vogt. Absent: None.

PRESENTATION: BIKE TO WORK WEEK AWARDS

Jim Hemmert came forward and provided background on the Bike to Work Week and announced the Silver Pedal Trophy winners for 2014.

Large Entity Winner of the Silver Pedal Trophy: Hartzell Propeller with 427 Miles
Small Entity Winner of the Silver Pedal Trophy: Piqua Family Practice with 173 Miles
Sole Entity Winner of the Silver Pedal Trophy: Treon’s Barber & Styling with 97 Miles
Student Entity Winner of the Silver Pedal Trophy: Bennett Intermediate School with 584 Miles

Mayor Fess congratulated all of the Silver Pedal Trophy winners. Mayor Fess thanked Chris Schmiesing and his committee, along with “Mr. Bicycle” Jim Hemmert on the great job they did promoting Bicycle Week in the City of Piqua.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the June 3, 2014 Regular Piqua City Commission Meeting and the June 6, 2014 Special Piqua City Commission Meeting


OLD BUSINESS

ORD. NO. 3-14 (3rd Reading)

An Ordinance repealing Schedule A of Chapter 33 of the Piqua Code and adopting a new Schedule A of Chapter 33 of the Piqua Code, relating to wages of certain Municipal Employees

Elaine Barton, Human Resource Director provided the staff report stating Ordinance No, 3-14 revises Schedule A which cover non-union employees. The changes include two new positions IT Administrator and SCADA Administrator, and reinstates the positions of Assistant Water Superintendent and Assistant Wastewater Superintendent, and adjusts the title of the Water Distribution Supervisor to Assistant Underground Utilities Superintendent at the same pay range as the other Assistant positions.

Public Comment

No one came forward to speak for or against Ordinance No. 3-14.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 3-14 be adopted.

ORD. NO. 4-14 (3rd Reading)

An Ordinance repealing Schedule A-1 Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua Code and adopting a new Schedule A-1 of Chapter 33 of the Piqua, relating to wages of certain Municipal Employees

Elaine Barton, Human resource Director provided the staff report stating Ordinance No. 4-14 makes changes to include the position of SCADA Administrator and reflects the change for the Golf Course to include the use of a golf cart if available to the summer laborers.

Commissioner Wilson asked if there was only one golf cart available would the employee be able to use it. City Manager Huff stated yes, if the Golf Course is not busy at the time.

Public Comment

No one came forward to speak for or against Ordinance No. 4-14.

Moved by Commissioner Martin, seconded by Commissioner Vogt, that Ordinance No 4-14 be adopted. Roll call, Aye: Wilson, Martin, Fess, Terry and Vogt. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 4-14 adopted.

ORD. NO. 5-14 (3rd Reading)

An Ordinance to vacate a portion of Public Right of Way

Chris Schmiesing, City Planner provided the staff report, stating this is the next step in the process to vacate a portion of the Public Right of Way. The Piqua City School District would like to modify the alignment of a portion of public alley right of way located between Nicklin Avenue and Camp Street. This will require the existing public alley right of way to be vacated and a new public alley right of way be dedicated. The proposed alley realignment will allow the new school site improvements to physically separate the alley from the traffic generated by the school. A revised copy of the alley revision was placed in the Commission packet, stated Mr. Schmiesing.

Several questions were raised concerning the revision by changing the radius to 15’, and the type of material used in the alley and the adjoining area.

Curt South, representative for Piqua City Schools came forward and answered questions. Parking restrictions were discussed with City Manager Huff stating they will evaluate the whole area.

Public Comment

No one came forward to speak for or against Ordinance No. 5-14.

Moved by Commissioner Wilson, seconded by Commissioner Terry, that Ordinance No. 5-14 be adopted. Roll call, Aye: Vogt, Fess, Martin, Terry, and Wilson. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 5-14 adopted.

ORD. NO. 7-14 (3rd Reading)

An Ordinance to vacate a portion of public right-of-way

Chris Schmiesing, City Planner provided the staff report. Piqua American Legion Post 184 would like to vacate a portion of public right of way located between Campbell Street and Downing Street. The existing alley right of way is currently surrounded by the American Legion parking lot, and they plan to make improvements to the building in the future, and will continue to use the pavement to support the
adjoining parking area. This is the first step in the process for future growth by the American Legion stated Mr. Schmiesing.

**Public Comment**

No one came forward to speak for or against the Ordinance.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 7-14 be adopted. Roll call, Aye; Wilson, Vogt, Martin, Fess, and Terry. Nay: None. Motion carried unanimously. Mayor Fess then declared Ordinance No. 7-14 adopted.

**NEW BUSINESS**

**RES. NO. R-76-14**

A Resolution authorizing the City Manager to enter into a lease agreement to permit the usage of a portion of Fountain Park, Hardman Field and Hance Pavilion to the Piqua Fourth of July Association

Law Director Stacy Wall provided the staff report. This is the yearly lease to the Piqua Fourth of July Association for use of a portion of Fountain Park, Hardman Field, and Hance Pavilion for the 4th of July activities. The Association has provided the proper insurance as required by the City.

A question was raised if it is necessary to have a deposit paid to insure proper clean-up after the event.

City Manager Huff stated there never has been a problem with clean-up in the past, and the contract they signed addresses clean-up of the property after the event.

**Public Comment**

No one came forward to speak for or against Resolution No. R- 76-14.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Resolution No. R-76-14 be adopted. Roll call vote, Aye: Terry, Wilson, Vogt, Martin, and Fess. Nay: None. Motion carried unanimously. Mayor Fess then declared Resolution No. R-76-14 adopted.

**RES. NO. R-77-14**

A Resolution awarding a contract to L.J. DeWeese Co., Inc. for the Sidewalk ADA Compliance program

Project manager Bob Graeser provided the staff report. On June 3, 2014, three bids were received for the Sidewalk ADA Compliance program. Work will consist of replacement of 72 catch basins and the installation of 113 ADA compliant handicap ramps at intersections along the streets to be resurfaced as part of the 2014 Street Resurfacing Program, stated Mr. Graeser.

**Public Comment**

No one came forward to speak for or against Resolution No. R-77-14.


**MONTHLY REPORTS – APRIL 2014**

Monthly Reports for April 2014 were accepted.
PUBLIC COMMENT

No one came forward to speak at this time.

CITY MANAGER'S REPORT

City Manager Huff congratulated MainStreet Piqua and the Piqua Arts Council on the Rock Piqua Concert. Further stating it was a huge success with over 1,800 people in attendance for a fun evening of music. The next scheduled concert is June 28, 2014, so mark your calendars, stated City Manager Huff.

City Manager Huff congratulated the Johnston Farm on the dedication of the Education Center. The Johnston farm is a huge tourism draw and a great benefit to the community.

City Manager Huff announced Dunham Sports will be the new anchor store at the Miami Valley Centre, and plan to be open by the holidays.

City Manager Huff announced there are several Board and Committee openings and they include:

- Park Board 1
- Tree Committee 1
- Stormwater Utility 2

Anyone interested in the board opening can contact the City Manager's Office, or go to the Piqua website to apply for the board and committee opening of their choice.

City Manager Huff stated the Street Department is in the process of patching the streets, as the hard winter took a toll on the city streets. There are over twenty streets on the paving list and will be adding more, so plan to see a lot of paving being done this summer, stated City Manager Huff.

Questions were raised if they would be doing any crack sealing, and if any of the city plans on purchasing any large equipment to do paving ourselves instead of outsourcing in the future. City Manager Huff explained.

COMMISSIONERS COMMENTS

Commissioner Vogt stated he wanted to thank all of his neighbors for taking such good care of their properties and showing pride in their neighborhood.

Commission Terry stated they enjoyed the Rock Piqua Concert and the food was also very tasty. Commissioner Terry further stated the Piqua Civic Band will begin their summer concert series on Thursdays starting June 19 at the Hance Pavilion. The Farmers Market will be open again this Thursday downtown and will be hosting a jam contest this week.

Commissioner Wilson commented on citizens who are talking on the cell phone while driving. This is very dangerous and asked citizens to refrain from driving and talking on the phone.

Mayor Fess stated she attended the Rock Piqua Concert on Saturday evening and it was wonderful enjoyable evening. Mayor Fess further stated there were 1,812 attendees Saturday evening, and they hope to have more at the next concert. Positively Promoting Piqua had volunteers helping with all aspects of the evening from cleaning curbs and gutters to selling t-shirts, stated Mayor Fess.

Mayor Fess thanked Chris Schmiesing and his committee for all of their hard work on putting together such a wonderful concert, and she is looking forward to next concert on June 28 with Clark Manson.

Mayor Fess stated there is a lot going on in the City of Piqua and could not be done without the help and support of the many volunteers.
Moved by Commissioner Vogt, seconded by Commissioner Martin, to adjourn from the Regular City Commission Meeting at 8:07 P.M. Voice vote, Aye: Wilson, Martin, Terry, Vogt, and Fess. Nay, None. Motion carried unanimously.

PASSED: ______________________

ATTEST: ______________________

______________________________
LUCINDA L. FESS, MAYOR

______________________________
REBECCA J. COOL
CLERK OF COMMISSION
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 Vogt, Martin, Terry, and Wilson. Absent: None. Also present were: City Manager Huff, Amy Havenar, Dave Burtner, and Don Freisthler. Daryl Bowling and Angelo Missos of USG.


**EAST ASH STREET WATER TOWER**

City Manager Huff stated the purpose of the worksession is to present information and an update on the process of the East Ash Street Water Tower.

Don Freisthler provided a little background on the East Ash Street water Tower stating the tower is over 40 years old and was last painted in 1996. Mr. Freisthler introduced Daryl Bowling and Angelo Missos of Utility Service Group.

Mr. Bowling provided background on his company Utility Service Group and what their plans are for the cleaning and repairing the water tower. Mr. Bowling provided a PowerPoint presentation on several different scenarios on the different types of repairs that can be made, and explained the process of each.

Several questions were raised concerning the warranty on the repairs; would they be able to Contain the condensation; how the coating process is applied; how the brackets and arms are attached to the tank to hold the draping when sand blasting, and if the arms and brackets would stay permanently; when the work would begin and how long it would take to complete the entire process. Mr. Bowling answered all questions. Mr. Freisthler provided information on the previous process and how and when it was completed.

Mr. Bowling provided a very informative program on what the city can expect when repairing and cleaning the East Ash Street Water Tower.

Mayor Fess thanked Mr. Bowling and Mr. Missos for coming and making the presentation.

City Manager Huff stated he wanted the Commissioners to understand the process.

Moved by Commissioner Terry, seconded by Commissioner Martin, to adjourn from the Piqua City Commission Special Meeting at 8:20 P.M. Voice vote, Aye: Terry, Martin, Fess, and Vogt, Nay: None. Motion carried unanimously.

PASSED: ________________________________

ATTEST: ________________________________
REBECCA J. COOL
CLERK OF COMMISSION

LUCINDA L. FESSION, MAYOR
RESOLUTION NO. R-78-14

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ARCADIS U.S., INC., FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES AS RELATED TO THE MIAMI RIVER INTERCEPTOR SIPHON LINE IMPROVEMENTS

WHEREAS, In April 2013, the City of Piqua received the Sanitary Sewer System Master Plan Final Report prepared by CDM Smith; and

WHEREAS, Section 8 of the Master Plan details a recommended Capital Improvement Plan that includes augmentation of Miami River Siphon Line; and

WHEREAS, On September 3, 2013 the Piqua City Commission approved Resolution R-117-13, authorizing ARCADIS U.S., INC., to perform professional engineering services as related to the Miami River Interceptor Siphon Line Improvements; and

WHEREAS, ARCADIS U.S., INC., has completed the design phase of the Miami River Interceptor Siphon Line Improvements Project and is now prepared for bidding and construction;

WHEREAS, upon careful review of the complexity and nature of this project, it has been determined that ARCADIS U.S., Inc., has the desired experience and qualifications to perform the professional construction management services related to the completion of this improvement.

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 ARCADIS U.S., Inc., to perform Professional Construction Management Services for the design of the Miami River Siphon Improvements;

SEC. 2: The cost involved is not to exceed $82,390 and will be funded by Wastewater Plant Budget in 2014;

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, not exceeding a total of $82,390;

SEC. 4: In accordance with section 34.19 of the Piqua Municipal Code, this professional service does not need to be bid.

SEC. 5: 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
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>July 1, 2014</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A resolution requesting authorization to enter into an agreement with ARCADIS U.S., Inc. for professional construction management services as related to the Miami River Interceptor Siphon Line Improvements.</td>
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</tbody>
</table>
| SUBMITTED BY | Name & Title: Todd Brandenburg, Superintendent  
Department: Underground Utilities |
| AGENDA CLASSIFICATION | ☑️ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑️ City Manager  
☑️ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☑️ Department Director  
☐ Other: |
| BACKGROUND | As the design phase of the Miami River Interceptor Siphon Line Improvements reaches completion by ARCADIS U.S., Inc., Underground Utilities Staff began to evaluate the prospect of utilizing a Professional Construction Management Service to administer the bidding, contract administration, construction engineering, and resident project representation phase of this project. Utilization of an engineering firm to perform these construction related professional services is critical to the success of this project due to the complexity and technical nature of the siphon line installation across the Great Miami River. Furthermore, use of ARCADIS, U.S., Inc., allows Underground Utilities Staff to continue to conduct maintenance and operations functions within the utility infrastructure without scheduling delays and conflicts. A careful review of the proposal offered by ARCADIS U.S., Inc., was conducted by City Staff and concluded in a decision to pursue negotiations with ARCADIS U.S., Inc., largely based upon the firms’ experience with this particular project in the design phases and a proven successful track record working with Piqua and other municipalities. City Staff and representatives from ARCADIS U.S., Inc., have met on several occasions since and developed a proper scope, contract and fee schedule based upon the City’s requirements for the administration of this construction project. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $706,000  
Expenditure $: $82,390  
Source of Funds: Local (Wastewater Dept. 404 Fund)  
Narrative: $706,000 is budgeted for construction of this project in 2014. The engineer’s estimate for this project is $587,000, leaving $119,000 to fund construction management and |
Engineering related expenses. This proposed expenditure includes a 10% contingency.

| OPTIONS (Include Deny /Approval Option) | 1. Approve the resolution to enter into an agreement with ARCADIS U.S., Inc., to provide professional construction management services as related to the Miami River Interceptor Siphon Line Improvements. |
|  | 2. Deny the resolution and require City Staff members to administer the contract for this project with limited qualifications to do so. |

| PROJECT TIMELINE | The construction administration portion of this project will commence immediately with completion of this project scheduled for the fourth quarter 2014. |

| STAFF RECOMMENDATION | Approval of the Resolution to enter into an agreement with ARCADIS U.S., Inc., to provide professional construction management services as related to the Miami River Interceptor Siphon Line Improvements. |

| ATTACHMENTS | Exhibit “A” - ARCADIS U.S., Inc., Design Services Agreement |
|  | Exhibit “B” - ARCADIS U.S., Inc., RPR Services Agreement |
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Between The City of Piqua, Ohio and ARCADIS U.S., Inc.

This is an Agreement effective as of ____________, 2013 ["Effective Date"] between The City of Piqua, Ohio ["Client"], a municipal corporation chartered under the laws of the State of Ohio, having its principal place of business at 201 West Water Street, Piqua, Ohio 45356, and ARCADIS U.S., Inc., ["ARCADIS"] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 4665 Cornell Road, Suite 350, Cincinnati, Ohio 45241.

The Client intends to design and construct the Great Miami River Interceptor Siphon Improvements ["Project"].

Client engages ARCADIS to provide professional engineering services related to the design and construction administration in support of its Project [Services].

The location of the Project is at the existing Great Miami River Siphon located immediately north of the City’s Wastewater Treatment Plant – 121 Bridge Street, Piqua [Site], Ohio [State].

ARCADIS’s Services for the Project are described generally as follows:

Design phase services for the Great Miami River Interceptor Siphon Improvements. See attached Schedule A for Basic Engineering Services and Related Matters.

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

1 BASIC SERVICES

1.1 Scope. ARCADIS shall provide the Basic Services described in Schedule A. ARCADIS’s obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.

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

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

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

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

1.6 Contract Documents. The Service Instruments shall incorporate ARCADIS’s standard construction documents [Contract Documents]. In any event, ARCADIS shall be an additional insured on all liability and property damage insurance policies which the construction contractor(s) for the Project [Contractor] shall be required to provide. All contracts between Client and Contractor for the Project shall require the Contractor to indemnify and hold Client and ARCADIS harmless from any and all legal actions and liabilities arising out of the construction of the Project including, but not limited to, injury to or death of any person or injury or destruction of tangible property, not caused by the sole negligence of the party to be indemnified.

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

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

1.9 Construction Phase Services. ARCADIS shall provide construction phase Services in accordance with Schedule A and act as Client’s representative at the Site in accordance with the General Conditions of the Contract Documents as modified by Schedule D.

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

2 ADDITIONAL SERVICES

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

3 CLIENT’S RESPONSIBILITIES

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

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

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

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

3.4 Surveys. Provide engineering surveys to define construction reference points to enable Contractor to lay out Project construction.

3.5 Access. Arrange for ARCADIS to enter upon public and private property as necessary.

3.6 Review. Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time.

3.7 Permits. Furnish approvals and permits from governmental authorities and other entities having jurisdiction over the Project and approvals from others as may be necessary for the timely completion of the Project.

3.8 Expert Advice. Provide legal, accounting, insurance or other necessary advisory services for the Project including any documents submitted by ARCADIS. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.

3.9 Site Representative. If Client designates a person other than ARCADIS to represent Client at the Site, specify the duties, responsibilities and limitations of authority of such other person and the effect on ARCADIS’s duties and responsibilities in a schedule attached to this Agreement.

3.10 Ancillary Costs. If the Construction Cost includes the cost of the activities described in 3.7 through 3.10, provide an estimate of such costs to ARCADIS for Project cost estimating purposes.

3.11 Meetings. Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other job related meetings, and Substantial Completion and Final Payment inspections.

3.12 Project Developments. Give prompt written notice to ARCADIS whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS’s services, or any defect or non-conformance in the work of any Contractor.
4 PERIODS OF SERVICE

4.1 Time of Performance. Sections 4 and 5 anticipate the orderly and continuous progress of the Services through completion of construction. The time of performance is the period reasonably expected to be required for the design, award of contracts, construction and initial operation of the Project, including any necessary Client or regulatory agency review and approval.

4.2 Delays. If Schedule A specifies periods of time for performance of Services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of ARCADIS, the compensation specified under Section 5 shall be subject to equitable adjustment.

4.3 Start of Performance. ARCADIS will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and ARCADIS will constitute such authorization. If Client elects to authorize ARCADIS to proceed before signing this Agreement, ARCADIS shall be paid as if the Services had been performed after both parties signed the Agreement.

4.4 Completion of Performance. For the purposes of final payment under Section 5, completion of ARCADIS's Services will occur:

4.4.1 for a study, investigation or planning activity: upon delivery of the final report as specified in Schedule A or B, as appropriate;

4.4.2 for a design activity: when the Bid Set of Contract Documents is delivered as specified in Schedule A;

4.4.3 for a bidding or contract construction contract negotiation activity: upon issuance by Client of notice of award of the construction contract;

4.4.4 for a construction activity: when written recommendation of final payment for the last prime construction contract of the Project is issued; and

4.4.5 for a startup or operations activity: upon the earlier of successful completion of acceptance testing by the Contractor or beneficial occupancy by Client but, in any event, not later than one year after Substantial Completion.

4.5 Force Majeure. If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

5 COMPENSATION

5.1 Basic Services. Client shall pay ARCADIS the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for work performed and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the ARCADIS address as described in the invoices.

5.2 Remittance Information. Bank of America ACH Bank routing (ABA) number: 071 000 039; or Wire Transfer routing (ABA) number: 026 009 593, Account number: 8188093937, Account name: ARCADIS US, Inc. Lockbox Account, SWIFT Code for international payments: BOFAUS3N. Send eMail notifications of payment to: Remit-Mailbox@arcadis-us.com. To send a check, use the following information (FOR U.S. MAIL and COURIER DELIVERY) - ARCADIS US, Inc., 62638 Collections Center Drive, Chicago, IL 60693-0626.

5.3 Additional Services. Client shall pay ARCADIS for Additional Services performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.

5.4 Litigation Services. If Client requires ARCADIS's services either as a witness in, or in support of, litigation or other dispute resolution procedures between Client and a third party, ARCADIS will provide such services in accordance with a Pricing Schedule for litigation services.

5.5 Delay or Termination.

5.5.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than ARCADIS's fault, ARCADIS may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.

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

5.6 Disputed Amounts. Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to ARCADIS in accordance with Schedule C.
6 OPINIONS OF CONSTRUCTION COST

6.1 Construction Cost. The cost of constructing the Project [Construction Cost] means the total cost to Client of those portions of the Project designed and specified in the Service Instruments. Construction Cost will not include ARCADIS’s compensation and expenses, the cost of land, rights of way, or compensation for properties unless specified in Schedule A. Construction Cost will also not include Client’s legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraphs 3.6 and 3.8 unless otherwise specified in Schedule A.

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

7 GENERAL CONSIDERATIONS

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

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

7.2.1 Client consents in writing;
7.2.2 the information is or becomes part of the public domain;
7.2.3 ARCADIS lawfully obtained the information before receipt from Client;
7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.3 Professional Service. The Service Instruments furnished under this Agreement are the tangible results of ARCADIS’s Services for the Project and ARCADIS shall have the right to use or reuse and retain the copyright of such Service Instruments for its purposes, at its sole risk and without liability to Client. Client may retain copies in connection with the use or occupancy of the Project.

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

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

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

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

7.4.1 workers compensation in statutory amounts and employer’s liability for ARCADIS’s employees’ Project-related injuries or disease;
7.4.2 general liability and automobile liability each in the amount of $1,000,000 for personal injury or property damage to third parties which arises from ARCADIS’s performance under this Agreement; and
7.4.3 professional liability in the amount of $1,000,000 for legal obligations arising out of ARCADIS’s failure to meet the Standard of Care.

7.5 Interpretation and Forum. This Agreement shall be interpreted in accordance with the laws of the State. Any litigation shall be brought in Miami County, Ohio.

September 20, 2013
7.6 Successors. This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.

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

7.8 Disputes. If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

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

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

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

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

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

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

7.12 Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

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

8 SECTION 8 -- SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

8.1.1 (None)

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

8.2.1 Schedule A "Scope of Basic Engineering Services and Related Matters"

8.2.2 Schedule B "Additional or Optional Engineering Services"

8.2.3 Schedule C "Pricing Schedule"

8.2.4 Schedule D "Construction Phase Services"

8.2.5 Exhibit C.1 “Cost Summary”
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
Water/Wastewater Design and Construction Phase Assignments
Between The City of Piqua, Ohio and ARCADIS U.S., Inc.          Project Number: ___________________________

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT

By ____________________________
Title ____________________________

Witness ____________________________
Date Signed: ____________________________
Address for Giving Notices:
201 West Water Street
Piqua, Ohio 45356

ARCADIS U.S., INC.

By ____________________________
Title ____________________________

Where applicable to the jurisdiction:
Engineer License or Certificate No. ____________________________
State of ____________________________
Witness ____________________________
Date Signed: ____________________________
Address for Giving Notices:
4665 Cornell Road, Suite 350
Cincinnati, Ohio 45241

September 20, 2013
Schedule A
Scope of Basic Engineering Services and Related Matters

A.1 Preliminary Work Schedule: ARCADIS shall use reasonable efforts to complete its work by June 30, 2014.

A.2 Subcontractors required for activities under this Schedule A are identified hereafter.

A.3 The scope of Basic Services\(^1\) are described hereafter.

The basic services to be performed by ARCADIS under this Agreement include environmental permitting, preparation of detailed design documents, and bidding assistance for the Great Miami River Interceptor Siphon Line Improvements. This project generally consists of approximately 400 linear feet 24-inch-diameter siphon pipe that crosses the Great Miami River with connections and modifications to existing siphon structures.

1. PROJECT PLANNING AND MANAGEMENT
   a. Develop a Project Plan.
   b. Develop a Project Schedule
   c. Conduct internal ARCADIS staff meetings.
   d. Monitor and control the project staffing, budget, and schedule.
   e. Conduct quality assurance and quality control reviews.

2. PROJECT COORDINATION AND MEETINGS
   a. Conduct a project kickoff meeting with the Client at the beginning of the project.
   b. Conduct three progress meetings with the Client for preliminary design, 30% design, and 90% design. ARCADIS will furnish meeting agendas and meeting minutes for each progress meeting. The purpose of the meetings will be to keep the Client informed throughout the project, seek input on applicable issues, and ensure that input is incorporated into the project. Discussions will also focus on the selection of construction materials and providing more reliable and flexible operation and maintenance of the facilities.
   c. ARCADIS will coordinate project requirements among subconsultants, regulatory agencies and the City of Piqua.
      1) WPCLF Coordination – ARCADIS will coordinate with Ohio EPA to provide the necessary documents and approval required for WPCLF funding.
   d. Attend one City Council meeting for the reading of this contract.

3. PRELIMINARY ENGINEERING
   a. ARCADIS will review the SWMM modeled flows at the siphon to confirm the pipe size and level of service for proposed Miami River Interceptor Siphon.
   b. Structural investigation and inspection work will be performed to determine the condition of the East Side and West Side Siphon Chambers.
   c. Preliminary Design Memorandum - ARCADIS will prepare a Preliminary Design Memorandum that includes the results of the structural investigation, confirms the level of service being provided with the additional 24-inch-diameter pipe, identifies and evaluates methods for installing the pipe across the river, and recommends the most cost effective option for detailed design.

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\(^1\) Construction phase services under this Agreement shall be performed in accordance with Schedule D insofar as applicable and appropriate.

September 20, 2013
d. ARCADIS will meet with the City of Piqua to discuss the detailed alternatives presented in the report and may evaluate any additional alternatives discussed in the meeting. ARCADIS will incorporate the recommendations from the report and meeting into the detailed design.

4. DETAIL DESIGN SERVICES
   a. ARCADIS will prepare drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings"). Drawings will be prepared to show the site plans, piping plan and profiles, and detailed connections and modifications to existing siphon chamber.
   b. Construction specifications will be prepared to supplement the detailed design drawings. The specifications will be in ARCADIS's Standard Construction Specifications Institute (CSI) Specification format.
   c. ARCADIS will prepare for review and approval by Client, ARCADIS Standard Front-End Documents including Contract Bond, Bid Guaranty and Contract Bond, Owner-Contractor Agreement forms, General Conditions, Bid Forms, Notice to Bidders, and Instructions to Bidders, and other related documents.
   d. ARCADIS will provide review submittals to the client at approximately the 30%, 60% and 90% design completion stages.
   e. Design Assumption – The design fee assumes the east and west side siphon chambers are structurally sound and do not require rehabilitation or replacement.
   f. Permit-to-Install - ARCADIS will prepare and submit an Ohio EPA Permit-to-Install (PTI) application for the project that includes drawings, specifications, design criteria, and other pertinent data as required to supplement the application. The City of Piqua will pay for the Permit-to-Install application and plan review fees.

5. COST ESTIMATING
   a. An opinion of probable construction costs will be developed at various stages of the project for the items under our scope of work. Unit costs will be based on manufacturer’s quotes, cost estimating manuals, and recent ARCADIS construction cost estimating experience. These costs will include allowances for contractor overhead and profit including contingency. Additionally, the costs will be broken down by construction trade by specification division.
   b. It is anticipated that estimates will be made at the following milestones:
      1) Initial estimate at completion of 30% design.
      2) Update at completion of 60% design.
      3) Update at completion of 90% design.
      4) Finalize at the initial advertisement date.

6. BIDDING ASSISTANCE SERVICES
   a. ARCADIS will prepare and issue bidding documents to potential bidders and keep a record of their issuance. A maximum of 15 sets of “unpaid” bidding documents are included for distribution to, and/or use by, ARCADIS, the Client, Ohio EPA, other potential permitting agencies, and various construction industry plan holders. It is assumed that all other sets will be sold to potential bidders at a cost that will be close to the cost of reproduction and delivery.
   b. Prepare and issue addenda to each procurer of the bidding documents.
   c. Provide non-binding information on the general scope as requested by procurers of bidding documents.
   d. Attend a pre-bid conference.
   e. Attend the opening and reading of the bids.
   f. Review the bids and make recommendations to the Client regarding the award of the contract.

7. ENVIRONMENTAL PERMITTING
   a. ARCADIS will provide correspondence for state and federal threatened and endangered species. ARCADIS will perform habitat surveys but assumes that detailed species surveys will not be necessary.
b. U.S. Army Corps of Engineers Section 404 Nationwide Permit Pre-Construction Notification (PCN) preparation. ARCADIS assumes that individual permits (404 and/or 401) and wetland or stream mitigation will not be necessary for the project.

c. Site visit with the U.S. Army Corps of Engineers and response to comments from the regulatory agencies.

d. Local floodplain approval. ARCADIS will correspond with the local floodplain authority to obtain approval for temporary construction in the floodplain. ARCADIS assumes no modeling will be necessary for the project and that FEMA approval will not be necessary.

e. Cultural Resources investigation. ARCADIS will subcontract with Weller and Associates to perform a desktop review of the project and a Phase I Survey. ARCADIS assumes that a Phase II/III Survey is not required.

f. Miami Conservancy District – Prepare the permit application to be submitted to the Miami Conservancy District.

g. The City of Piqua will pay any permit or application fees.

8. SURVEYING AND EASEMENTS
   a. ARCADIS will procure the services of a subconsultant (The Kleingers Group) to conduct a topographic surveying for the project. The surveying work will result in the development of a topographic map of the project area. In general, the map will include contours, existing utilities, structures, property lines, rights-of-way, easements, and all other significant topographic features within the designated area.
   b. Based on existing information, it is assumed that easement acquisition is not required for this project.

9. GEOTECHNICAL SERVICES
   a. ARCADIS will procure the services of a subconsultant (Bowser-Morner) to provide geotechnical work related to subsurface conditions, and analyses of the proposed siphon alignment.
   b. Borings samples will be classified in accordance with the unified soil and rock classification system, and prepare formal boring logs using the driller’s logs and laboratory classification.
   c. Laboratory tests will be in accordance with ASTM or other recognized standard as necessary to provide information as required to form the basis for the analyses and recommendations as will be outlined in the report.
   d. Geotechnical Investigation Report will be provided that will include the data and boring logs and an interpretation of the project subsurface conditions.
Schedule B
Additional or Optional Engineering Services

B.1 The Scope of Additional Services consists of this page plus the following documents, attached and made part of this Agreement:

   a. N/A

B.2 If authorized in writing by Client, ARCADIS shall furnish Additional or Optional Engineering Services of the types described below. These services are not included as part of Basic Engineering Services except to the extent provided otherwise in this Schedule B.

   a. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings, or specifications when such revisions are due to causes beyond the control of ARCADIS.

   b. Construction Phase Services.

   c. Resident Project Representative Services.
Schedule C
Pricing Schedule

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

C.2 Terms of Payment

C.2.1 Rates. For Basic Services under Section 1, Client shall pay ARCADIS on the basis of actual hourly rates plus overhead and profit for technical work actually performed.

   The estimated cost of the Consultant's services under Section 1 is $150,900. The estimated rates per task are provided in Exhibit C.1, attached.

C.3 Reimbursable Expenses. Project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10% to cover handling. In-house expenses not subject to handling costs may include, but are not limited to: shipping charges; printing; reproduction; supplies; equipment; traveling expenses; transportation; special insurance; licenses; permits; and subcontracted services. Traveling expenses shall be preapproved by Client.

   In-house services not subject to handling costs are:
   Transportation: $0.56/mile

C.4 Invoices. ARCADIS will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

C.5 Remittance Information. Bank of America ACH Bank routing (ABA) number: 071 000 039; or Wire Transfer routing (ABA) number: 026 009 593, Account number: 8188093937, Account name: ARCADIS US, Inc. Lockbox Account, SWIFT Code for international payments: BOFAUS3N. Send eMail notifications of payment to: Remit-Mailbox@arcadis-us.com. To send a check, use the following information (FOR U.S. MAIL and COURIER DELIVERY) - ARCADIS US, Inc., 62638 Collections Center Drive, Chicago, IL 60693-0626.

September 20, 2013
D.1 CONSTRUCTION PHASE SERVICES

Note: For purposes of this Schedule, the expressions Contract Documents, Shop Drawing, and Change Order shall have the meanings given in the Construction Contract between Client and the Contractor.

1. General Administration of Construction Contract. ARCADIS shall consult with and advise Client and act as Client's representative as provided in this Agreement. All of Client's instructions to Contractor will be issued through ARCADIS who will have authority to act on behalf of Client to the extent provided in this Agreement.

2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress:

2.1 ARCADIS shall make visits to the site at intervals appropriate to the various stages of construction as ARCADIS deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractor's work (Work). In addition, ARCADIS shall provide the services of a Resident Project Representative (Resident) at the site to provide more extensive inspection of the Work. Based on information obtained during such visits and on its inspections, ARCADIS shall endeavor to determine whether the Work is proceeding in accordance with the intent of the Contract Documents. ARCADIS shall keep Client informed of the progress of the Work.

2.2 The Resident will be ARCADIS's agent or employee and under ARCADIS's supervision. The duties and responsibilities of the Resident are set forth in Article D.2, "Duties, Responsibilities and Limitation of Authority of Resident Project Representative," below.

2.3 The purpose of ARCADIS's visits to and representation by the Resident at the site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

2.4 ARCADIS shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall ARCADIS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. ARCADIS can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3. Defective Work. During its visits, ARCADIS may disapprove or reject the Work while it is in progress if ARCADIS believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

4. Interpretations and Clarifications. ARCADIS shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate.

5. Shop Drawings. ARCADIS shall review and approve (or take other appropriate action) Shop Drawings, samples and other data which Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

6. Substitutes. ARCADIS shall evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

7. Inspections and Tests. ARCADIS shall have authority, as Client's representative, to require special inspection or testing of the work, and shall require all certificates of inspections, testings and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements.

8. Disputes between Client and Contractor. ARCADIS shall act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client or Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

9. Applications for Payment. Based on ARCADIS's on-site observations, on information provided by the Resident, and on review of applications for payment and the accompanying data and schedules, ARCADIS shall:
9.1 Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of ARCADIS's knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.

9.2 In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.

9.3 By recommending any payment ARCADIS will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations beyond the responsibilities specifically assigned to ARCADIS in this Agreement and the Contract Documents have been made by ARCADIS to check the quality or quantity of the Work as it is furnished and performed. ARCADIS is not responsible to examine how or for what purposes the Contractor has spent the money paid on account, or to determine that title to any of the Work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may be other matters at issue between Client and Contractor that might affect the amount that should be paid.

10. Contractor's Completion Documents. ARCADIS shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents ARCADIS shall transmit the documents to Client with written comments.

11. Inspections. ARCADIS shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed Work is acceptable so that ARCADIS may recommend, in writing, final payment to Contractor. ARCADIS may give written notice to Client and the Contractor that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 9.3.

12. Limitation of Responsibilities. ARCADIS shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except ARCADIS's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained in paragraphs 1 thru 11, shall be construed to release ARCADIS from liability for failure to properly perform the duties and responsibilities assumed by ARCADIS in the Contract Documents.

D.2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

The duties and responsibilities of the Resident Project Representative (Resident) are limited to those of ARCADIS in Schedules A and B and are further described as follows:

1. General. The Resident is ARCADIS's agent at the site, will act as directed by and under the supervision of ARCADIS, and will confer with ARCADIS regarding Resident's actions. Resident's dealings in matters pertaining to the on-site Work shall in general be with ARCADIS and Contractor, but keeping Client advised as appropriate. Resident's dealings with subcontracts shall only be through or with the full knowledge and approval of Contractor. Resident shall generally communicate with Client with the knowledge of and under the direction of ARCADIS.

2. Duties and Responsibilities. The Resident shall:

2.1 Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ARCADIS concerning acceptability.

2.2 Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

2.3 Liaison:

2.3.1 Serve as ARCADIS's liaison with Contractor, working principally through Contractor's superintendent and assist in explaining the intent of the Contract Documents as necessary.

2.3.2 Assist ARCADIS in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.

2.3.2 Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

2.4 Shop Drawings and Samples:

2.4.1 Record date of receipt of Shop Drawings and samples.
2.4.2 Receive samples which are furnished at the site by Contractor and notify ARCADIS of availability of samples for examination.

2.4.3 Advise ARCADIS and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not yet been received and approved by ARCADIS.

2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

2.5.1 Conduct on-site inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.

2.5.2 Report to ARCADIS whenever Resident believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise ARCADIS of Work that Resident believes should be corrected or rejected, should be uncovered for inspection, or requires special testing, inspection or approval.

2.5.3 Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to ARCADIS appropriate details relative to the test procedures and startups.

2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ARCADIS.

2.6 Interpretation of Contract Documents: Report to ARCADIS when clarifications and interpretations of the Contract Documents are needed. Transmit to Contractor clarifications and interpretations issued by ARCADIS.

2.7 Modifications. Consider and evaluate Contractor’s suggested changes to Drawings or Specifications and report to ARCADIS with Resident’s recommendations. Transmit ARCADIS’s decisions to Contractor.

2.8 Records:

2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, ARCADIS’s clarifications and interpretations of the Contract Documents, progress reports, and

2.8.2 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures. Send copies to ARCADIS at appropriate intervals.

2.8.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2.9 Reports:

2.9.1 Furnish reports at appropriate intervals to ARCADIS concerning progress of the Work and of Contractor’s compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

2.9.2 Consult with ARCADIS in advance of scheduled major tests, inspections or start of important phases of the Work.

2.9.3 Draft proposed Change Orders, obtaining supporting information from Contractor, and recommend to ARCADIS.

2.9.4 Report any accidents or unusual incidents to ARCADIS and Client immediately upon occurrence.

2.10 Payment Requests: Review Contractor’s applications for payment for compliance with the requirements of the Contract Documents and forward with Resident’s recommendations to ARCADIS. The Resident will note the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

2.11 Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are appropriate to the items actually installed and in accordance with the Contract Documents. The Resident will have this material delivered to ARCADIS for review and forwarded to Client prior to final payment for the Work.

2.12 Completion:

2.12.1 Before ARCADIS issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
2.12.2 Determine whether necessary inspections and approvals by public agencies having jurisdiction over the Work have been performed and advise ARCADIS accordingly.

2.12.3 Conduct a final inspection of the Work in the company of ARCADIS, Client, and Contractor and prepare a final list of items to be completed or corrected.

2.12.4 Verify that all items on final list have been completed or corrected and make recommendations to ARCADIS concerning acceptance of the Work.

3. Limitations of Authority. The Resident:

3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by ARCADIS.

3.2 Shall not exceed limitations of ARCADIS's authority as set forth in this Agreement or the Contract Documents.

3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

3.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

3.6 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

3.7 Shall not authorize Client to occupy the Project in whole or in part.

3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ARCADIS.
## EXHIBIT C.1
### COST SUMMARY

GREAT MIAMI RIVER SIPHON IMPROVEMENTS
PRELIMINARY DESIGN, DESIGN, AND BIDDING PHASES

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<td>42</td>
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<td>12</td>
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<td>400 Design Services - Architectural</td>
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<td>144</td>
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<td>16</td>
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<td>600 Permit-to-Install and WPCLF Assistance</td>
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<td>56</td>
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<td>700 Bidding Assistance Services</td>
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Subtotal Total Hours/Direct Labor $38,404

Direct Labor Rate $72.00 $46.00 $28.00 $28.00 $23.00 $34.00 $54.00 $42.00 $43.00

Subtotal Direct Plus Indirect Labor $212,1357

Multiplier 3.16

Inside Expenses $671

Outside Expenses $706

Total Inside Expenses $671

Outside Expense Markup $71

Total Outside Expenses $1,483

EC2 = Ecologist 2

C1 = Clerical 1

C1 = Clerical 2

Subconsultants

<table>
<thead>
<tr>
<th>Subconsultant Service</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Surveying (The Oxinger Group)</td>
<td>$8,000</td>
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<tr>
<td>Geotechnical (Bowder-Moran)</td>
<td>$14,300</td>
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<tr>
<td>Cultural Resources (Welsh and Associates)</td>
<td>$2,600</td>
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</table>

Subconsultant Cost $24,900

10% Subconsultant Markup $2,490

Total Subconsultant Cost $27,390

Subtotal $150,900

Contingency $0

TOTAL PROJECT COST $150,900
Mr. Todd Brandenburg  
Underground Utilities Superintendent  
123 Bridge Street  
Piqua, Ohio 45356

Subject:  
**Great Miami River Interceptor Siphon Improvements**  
Proposal for Bidding and Construction Phase Engineering Services and RPR Services

Dear Mr. Brandenburg:

ARCADIS appreciates the opportunity to present this proposal to provide bidding and construction phase engineering services and Resident Project Representative (RPR) services to the City of Piqua (City) for the Great Miami River Interceptor Siphon Improvements project. These services will be provided as “Basic and Additional or Optional Engineering Services” in accordance with Schedules A, B, and D of the September 30, 2013 “Standard Agreement for Professional Services” (Agreement) between the City and ARCADIS.

**Background**

The City currently operates two 16-inch-diameter parallel inverted siphon barrels under the Great Miami River to convey sanitary sewer flows to the Piqua Wastewater Treatment Plant. The siphon barrels connect to a 36-inch-diameter interceptor sewer at siphon structures located on each side of the Great Miami River.

The City experiences sanitary sewer overflow (SSO) to the Great Miami River. The City’s 2012 Sanitary Sewer Master Plan identified the cause of the SSO as a bottleneck at the existing inverted siphons. To eliminate the bottleneck it was recommended that the City augment the two existing 16-inch-diameter siphons with an additional 24-inch-diameter siphon to convey high flows during wet weather events. The length of the 24-inch siphon will be approximately 400 feet.

In September 2013 the City contracted ARCADIS to design the siphon improvements. ARCADIS commenced the design in September 2013. Design criteria are presented in the “Basis of Design Memorandum” and in the construction drawings and specifications that have been submitted to Ohio EPA for installation permit approval.

Imagine the result

*Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.*
In April 2014, ARCADIS learned that the US Fish and Wildlife Service adopted new protocol that requires a mussel survey prior to construction within the Great Miami River. The mussel survey and associated engineering services were not anticipated and were not budgeted in the current Purchase Order. ARCADIS solicited proposals from certified firms to complete the mussel survey and provided a proposal to the City to incorporate the mussel survey, reporting and regulatory approval support services.

Our April 16, 2014 letter describing our revised approach to incorporate the mussel survey into the design phase and shift the bidding assistance phase services under a future Purchase Order with construction engineering and RPR services was accepted by the City on April 22, 2014. Below we provide our proposed Scope of Services, Schedule and Engineering Fee Estimate to support the City with bidding, construction and RPR services.

Scope of Services

ARCADIS will provide the following engineering services in accordance with our September 30, 2013 Agreement, that is enclosed with this letter for reference.

Bidding Assistance Services

ARCADIS will provide bidding assistance services in accordance with Schedule A, Section 6 of the Agreement.

Construction Phase Engineering Services

ARCADIS will provide construction phase engineering services in accordance with Schedule D, Section D.1 of the Agreement.

Resident Project Representative Services

ARCADIS will provide RPR services during construction in accordance with Schedule D, Section D.2 of the Agreement.
Schedule

The bidding phase begins on the date of the first published advertisement and ends on the date that the City awards the construction contract. The anticipated duration of bidding phase services is six weeks.

The construction phase begins the day of the pre-construction meeting and ends when the City decides to make Final Payment to the Contractor. The anticipated duration of the construction phases is four months, broken down as follows:

- Month 1 – Shop drawing submittal and mobilization
- Months 2 and 3 – Construction to Substantial Completion
- Month 4 – Substantial Completion through Final Completion

RPR services will be provided during construction according to the following schedule:

- Month 1 – Twenty hours per week – total 80 hours
- Month 2 – Five 10-hour days per week – total 200 hours
- Months 3 and 4 – Two 10-hour days per week – total 160 hours

Engineering Fee Estimate

ARCADIS proposes to implement the Scope of Services presented in this proposal, in accordance with the Schedule presented in this proposal, for a cost-reimbursement multiplier fee of $74,900, broken down as follows:

- Bidding Assistance Services $ 6,900
- Construction Phase Engineering Services $29,600
- Resident Project Representative Services $38,400
- Total $74,900

Services will be invoiced only to the extent that time is charged to the project, and this fee will not be exceeded unless there is a mutually agreed-upon revision to the scope of the project. This fee estimate is based on the following assumptions:

- The period of time over which ARCADIS will provide construction phase engineering services and RPR services will not exceed four months
• No submittals for Substitute or “Or-Equal” items will be reviewed

• ARCADIS will not be required to obtain any building permits or construction permits

• The materials testing firm(s) will contract directly with the City

• Shop drawings will be submitted and returned electronically

• The RPR will expend no more than 440 hours

Authorization

If the City decides to accept this proposal, the Agreement (Schedule B, Section B.2) requires the City to provide ARCADIS with written authorization to proceed with the provision of the bidding and construction phase engineering services and RPR services described herein. Execution of the subsequent Authorization Page would constitute written authorization to proceed.

Closing

It is a pleasure to work with the City of Piqua, and we look forward to assisting the City with bidding and construction of the siphon improvements. Please contact us if you have questions or need additional information about this proposal.

Sincerely,

ARCADIS U.S., Inc.

Allen J. Aspacher, P.E.
Vice President

Enclosure: Standard Agreement for Professional Services between the City of Piqua and ARCADIS dated September 30, 2013
Authorization to Proceed

The City of Piqua, Ohio authorizes ARCADIS U.S., Inc. to provide bidding and construction phase engineering services and Resident Project Representative services for the Great Miami River Interceptor Siphon Improvements project in accordance with ARCADIS' May 13, 2014 proposal titled Great Miami River Interceptor Siphon Improvements, Proposal for Bidding and Construction Phase Engineering Services and RPR Services and in accordance with the September 30, 2013 Standard Agreement for Professional Services between the City of Piqua and ARCADIS.

City of Piqua, Ohio (OWNER)                        ARCADIS U.S., Inc. (ENGINEER):

__________________________________________  _____________________________
Todd Brandenburg                                Allen J. Aspacher, P.E.
Underground Utilities Superintendent             Vice President

__________________________  ________________________
Date                                                            Date 5/13/14

Certification of Availability of Funds

I hereby certify that the $74,900 required for ARCADIS U.S., Inc. to provide bidding and construction phase engineering services and Resident Project Representative services for the Great Miami River Interceptor Siphon Improvements in accordance with ARCADIS' May 13, 2014 proposal titled Great Miami River Interceptor Siphon Improvements, Proposal for Bidding and Construction Phase Engineering Services and RPR Services and in accordance with the September 30, 2013 Standard Agreement for Professional Services between the City of Piqua and ARCADIS has been lawfully appropriated and is in the treasury or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

__________________________________________
City of Piqua, Ohio Finance Director
RESOLUTION NO. R-79-14

A RESOLUTION FIXING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED CITY TAX BUDGET FOR MIAMI COUNTY FOR THE CALENDAR YEAR 2015 AND DRAFT APPROPRIATION ORDINANCE

WHEREAS, Section 5705.18 of the Revised Code requires that this Commission adopt a tax budget for the next succeeding year on or before July 15th; and

WHEREAS, Charter Section 49 requires the submission of the draft of an appropriation ordinance based upon said budget;

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 public hearing on the proposed city tax budget for Miami County for the year 2014 and draft appropriation ordinance shall be held at the next regular meeting of this Commission on July 15, 2014 at 7:30 P.M.; and

SEC. 2: The Commission Clerk is hereby directed to cause the publication of notice of said public hearing in the Piqua Daily Call;

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: ______________________
REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R–80-14

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO VALLEY FORD TRUCK, INC., AND KAFFENBARGER TRUCK EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW SIGN TRUCK FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Piqua Public Works Department desires to purchase a new sign truck;

WHEREAS, the City of Piqua provided for the purchase of a new sign truck in the 2014 budget appropriations;

WHEREAS, the purchases will be made using State of Ohio contract # GDC093E with Valley Ford Truck, Inc. and State of Ohio contract # RS-901514 with Kaffenbarger Truck Equipment Company, both quotes are shown on Exhibit “A” attached hereto;

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 Valley Ford Truck, Inc. and Kaffenbarger Truck Equipment Company for the purchase of a new sign truck according to the quote received;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time from the Street Fund (Fund 101) in the amount of $81,500 using the appropriate account of the city treasury in payment according to contract terms;

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: _______________________

REBECCA J. COOL
CLERK OF COMMISSION
05/28/2014 REVISED 06/17/2014

CITY OF PIQUA

ITEM 43A1 STATE BID INDEX GDC093F

2014 FORD F-550 4X4 REGULAR CAB 141" WHEELBASE GAS ENGINE CAB CHASSIS

STANDARD EQUIPMENT:

<table>
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<tr>
<td>660A</td>
<td>Option Code 660A</td>
</tr>
<tr>
<td>425</td>
<td>50 STATE EMISSIONS</td>
</tr>
<tr>
<td>9CA</td>
<td>69&quot; CAB TO AXLE</td>
</tr>
<tr>
<td>99A</td>
<td>6.7L V10 GAS ENGINE</td>
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<tr>
<td>411</td>
<td>5 SPD AUTOMATIC TRANSMISSION</td>
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<tr>
<td>X8L</td>
<td>4.38:1 LS REAR AXLE RATIO</td>
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<tr>
<td>555</td>
<td>DUAL FRONTAL AIR BAGS</td>
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<tr>
<td>0603</td>
<td>BLACK VINYL FLOOR COVERING</td>
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<tr>
<td>8110</td>
<td>18,000 GVW</td>
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<tr>
<td>TBR</td>
<td>TIRES LT225 70R19.5G BSW</td>
</tr>
<tr>
<td>AS</td>
<td>VINYL 40 20X40 FRONT SEAT</td>
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<tr>
<td>572</td>
<td>AIR CONDITIONING</td>
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ADDITIONAL EQUIPMENT:

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<td>165</td>
<td>165&quot; WHEELBASE 34&quot; CAB TO AXLE</td>
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<td>991</td>
<td>6.7L V8 DIESEL ENGINE W/6 SPD AUTOMATIC TRANSMISSION</td>
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<tr>
<td>68M</td>
<td>PAYLOAD UPGRADE PKG. (19500 GVW)</td>
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<tr>
<td>THB</td>
<td>ALL TERRAIN TIRES REAR (4)</td>
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<tr>
<td>67H</td>
<td>HD FRONT SUSPENSION PKG.</td>
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<td>54K</td>
<td>POWER GROUP INCLUDES POWLR &amp; HEATED MIRRORS</td>
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<td>66S</td>
<td>UPGITLER SWITCHES (4)</td>
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<tr>
<td>52B</td>
<td>INTERGRATED BRAKE CONTROLLER</td>
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<tr>
<td>18B</td>
<td>FACTORY RUNNING BOARDS</td>
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<tr>
<td>67D</td>
<td>HD 200 AMP ALTERNATOR</td>
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TOTAL AS EQUIPPED INCLUDING BODY EQUIPMENT: $45,930.00

EXTERIOR COLOR: _____________

PO# _______________ AUTHORIZED SIGNATURE ___________________ DATE ___________

IF YOU READ AS FOLLOWS: ___________________________

FEDERAL ID # _____________

ADDRESS ___________________________

++

EXHIBIT A
**QUOTE**

**оля EUR**

KTEC
KAFFENBARGER TRUCK EQUIPMENT COMPANY
www.kaffenbarger.com

**QUOTE TO:** 20385
PIQUA, CITY OF
FINANCE DEPARTMENT
201 W. WATER ST
PIQUA OH 45356
BRAIN BROOKHART

**CONTACT:**

<table>
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<tr>
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<td>MISC PART</td>
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OHIO STATE BID
REVISED CODE RS-901514

KNAPHEIDE #6132DS4J SIGN BODY, 133 1/4" LONG X 94" WIDE X 54" WIDE FLOOR X 40" HIGH, 20" DEEP COMPARTMENTS, RECESSED LED REAR LIGHTS STOP/TAIL/BACK UP WITH MARKERS WITH REAR INSIDE COMPARTMENT LIGHT GUARDS. SLAM TYPE TAILGATE. KNAPHEIDE 12-STAGE K-COAT PRETREATMENT, ELECTROCOATING, WITH ZINC PHOSPHATE, FINAL FINISH WITH EPOXY PRIME LIGHT GRAY FINISH. FINAL FINISH EXTERIOR W/DOOR JAMS & DOORS PAINTED GLOSS BLACK. KNAPHEIDE FACTORY RUSTPROOFING, WITH KNAPHEIDE 6 YEAR WARRANTY.

BODY TO CONSIST OF 10" HIGH FALSE FLOOR FOR SIGN POST STORAGE

COMPARTMENT TOPS TREATED WITH SCORPION BLACK FINISH.

VISE ON REAR BUMPER PASSENGER SIDE

CONE HOLDER ON REAR BUMPER DRIVER SIDE

*** CONTINUED NEXT PAGE ***
QUOTE TO: 20385  
PIQUA, CITY OF  
FINANCE DEPARTMENT  
201 W. WATER ST  
PIQUA OH 45356  
BRAIN BROOKHART  

CONTACT:  

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<th>DESCRIPTION</th>
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<th>PRICE</th>
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</table>
|       | GO LIGHT MODEL 20004 LED RADIO RAY SPOT LIGHTS  
QTY.1 ON DRIVER SIDE. QTY.2 ON PASSENGER SIDE |      |       |          |
|       | PLATE 12 VOLT SHOW-ME 11-1200A08 WITH OEM ON/OFF FORD SWITCH. |      |       |          |
|       | CTW SME-02-7016 LED ARROW BOARD ON FRONT OF BODY |      |       |          |
|       | CTW 4 DIODE LED AMBER WARNING LIGHTS IN FRONT GRILL AND ON REAR OF BED |      |       |          |
|       | 2" RECEIVER HITCH WITH ADJUSTABLE PLATE AND 2 5/16" PINTLE/BALL COMBO |      |       |          |
|       | LEFT (DRIVERS STREET) SIDE COMPARTMENTS WITH FOLLOWING FEATURES.  
1ST VERTICAL TO HAVE 6 DRAWER CABINET.  
2ND VERTICAL COMPARTMENT TO HAVE 3 ADJUSTABLE SHELVES.  
HORIZONTAL SHELF TO HAVE 1 ADJUSTABLE SHELF  
REAR VERTICAL COMPARTMENT TO HAVE 2 ADJUSTABLE SHELVES.  
TOTAL OF 40 DIVIDERS FOR SHELVING. |      |       |          |
|       | RIGHT (PASSENGERS CURB) SIDE COMPARTMENTS WITH FOLLOWING FEATURES.  
1ST VERTICAL TO HOUSE SIGNS AND BE 40" DEEP. |      |       |          |

*** CONTINUED NEXT PAGE ***
***** QUOTE *****

KTEC
KAFFENBARGER TRUCK EQUIPMENT
COMPANY
www.kaffenbarger.com

QUOTE TO: 20385
PIQUA, CITY OF
FINANCE DEPARTMENT
201 W. WATER ST
PIQUA OH 45356
BRAIN BROOKHART

CONTACT:

QUOTE DATE: 06/03/14
QUOTE#: 0603141301
SALES REP: 13

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<td></td>
<td>EXTEND DOOR TO FLOOR FOR SIGN STORAGE AND CUSTOM SIGN HOLDER. HORIZONTAL 2ND COMPARTMENT WITH BARN DOORS. REAR COMPARTMENT TO HOUSE HOSE REEL</td>
<td></td>
<td></td>
<td></td>
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</table>

DIMENSIONS # 12-3600, 3600 WATT INVERTER WITH (1) HARD WIRED GFI WEATHER PROOF OUTLET CURB SIDE AT REAR OF BODY W/REQUIRED WIRING AND COVER; BATTERY GROUP # 31 W/611059 # 611046. INVERTER SHALL BE MOUNTED INSIDE RIGHT REAR COMPARTMENT WITH ACCESS TO SWITCHES AND CEM PLUG. ADDITIONAL HEAVY DUTY BATTERY LOCATED PER CUSTOMER WITH BATTERY BOX AND CABLES AS REQUIRED.

FORD 2015 F # 550 CAB/CHASSIS GAS ENGINE AUTO TRANSMISSION, CLUTCH PUMP W/9 GAL @ 1200 RPM. SALAMI VD8M MONOBLOCK FOR TOOL CIRCUIT W/ ON/OFF MOUNTED IN RIGHT REAR COMPARTMENT. SMR15S RIGHT REAR COMPARTMENT 15 GAL CAPACITIES W/ SPIN ON RETURN FILTER. FA1268 CIL COOLER 4/24 GPM W/ DEBEF4012-12 FAN; HOSES AND LINES AS REQUIRED.

REELCRAFT HOSE REEL # TH880500MP EQUIPPED WITH 30 FEET 2-PART 1/2" HYDRAULIC HOSE, WITH ENDS CAPPED. REQUIRED FITTINGS FOR HYDRAULIC SIGN POST DRIVER INCLUDED

*** CONTINUED NEXT PAGE ***
QUOTE TO: 20385  
PIQUA, CITY OF  
FINANCE DEPARTMENT  
201 W. WATER ST  
PIQUA OH 45356  
BRAIN BROOKHART

<table>
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<tr>
<td></td>
<td>MILL SPEC MODEL LPD-LD HYDRAULIC POST HOLE DRIVER WITH 2 AND 3LB U-CHANNEL FOR SIGN POST</td>
<td></td>
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<tr>
<td></td>
<td>ALL MODIFICATIONS TO BODY ARE INCLUDED</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

QUOTE DATE: 06/03/14  
QUOTE#: 0603141301  
SALES REP: 13

QUOTE# 0603141301  
_CINCINNATI, OHIO 45241  
Phone: (513) 772-6800  
Fax: (513) 772-7609

_COLUMBUS, OHIO 43207  
Phone: (614) 443-3600  
Fax: (614) 443-3612

SUBTOTAL 32,813.00  
SALES TAX 0.00
**Item # 4**

**Commission Agenda**  
**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>July 1, 2014</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO VALLEY FORD TRUCK, INC. AND KAFFENBARGER TRUCK EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW SIGN TRUCK FOR THE PUBLIC WORKS DEPARTMENT</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Doug Harter, Public Works Director  
Department: Public Works Department |
| AGENDA CLASSIFICATION | ☑ Consent  
☐ Ordinance  
☑ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☑ Asst. City Manager/Finance  
☑ Asst. City Manager/Development  
☐ Law Director  
☑ Department Director  
☐ Other: |
| BACKGROUND | The Public Works Department would like to purchase a 2014 F550 4x4 Truck for the Sign Shop. The truck will have a 6.7 Diesel Engine. The F550 will be purchased through Valley Ford on State bid. This truck will be primarily used for sign repairs. It will be able to hold about 30 signs that we can keep stocked and organized on the truck at all times for emergency situations. We handle a variety of signs around town such as: stop, yield, stop ahead, road closed, high water, various speed limits, turn arrows, street names, etc.  

The utility bed for the truck will be purchased from Kaffenbarger Truck Equipment. The utility bed is also on state contract. The utility body will have several compartments to hold various street signs and specialty tools used for sign installation and replacement. We currently use a pick-up truck to haul our signs and tools around. The new utility vehicle will allow us to be more efficient. We looked at a sign truck Miami County currently has in service and we looked at a sign truck at ODOT. We took what we liked and did not like from both vehicles and designed a utility body that will work best for the City of Piqua. We spoke with employees from both Miami County and ODOT and they both expressed what they wish they had added to their sign vehicles or had omitted from their vehicles. Kaffenbarger Truck Equipment came up with a great design that will fit our needs. All the detailed specifications can be found in Exhibit “A.” |
<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
<th>Budgeted $:</th>
<th>$81,500 for the 2014 year</th>
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<tr>
<td>Expenditure $:</td>
<td>$78,749 as quoted with a small allowance for variances.</td>
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<tr>
<td>Source of Funds:</td>
<td>101-113-850-8805 $81,500</td>
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<table>
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<td>1.</td>
<td>Approve Resolution R-80-14 as presented.</td>
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<td>2.</td>
<td>Approve Resolution R-80-14 with changes.</td>
</tr>
<tr>
<td>3.</td>
<td>Deny Resolution R-80-14 and offer staff an alternative.</td>
</tr>
</tbody>
</table>

| PROJECT TIMELINE | Our new truck would be ordered right away and delivery would be expected within 90-120 days. We would anticipate having the truck before the end of the year. |

| STAFF RECOMMENDATION | We support the passage of this Resolution. |

| ATTACHMENTS | Exhibit “A” – Quotes from Valley Ford Truck, Inc. & Kaffanbarger Truck Equipment Company |
RESOLUTION NO. R-81-14

A RESOLUTION AUTHORIZING A PURCHASE ORDER WITH OHIO TRANSMISSION & PUMP CO. FOR THE REPLACEMENT OF #2 RAW SEWAGE PUMP GEAR BOX AT THE WASTEWATER PLANT.

WHEREAS, Emergency Repair was needed for #2 Raw Sewage Pump Gear Box at the Wastewater Plant; and

WHEREAS, OTP Company has already performed an initial tear down and inspection of this unit

WHEREAS, The Preliminary findings are that the repair will cost over 80% of the cost of a new one; and

WHEREAS, The OEPA requires the City to keep all significant treatment equipment in proper running order; 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 cost is not to exceed $34,000 for the replacement of this gear box & is an emergency.

SEC. 2: 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;

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: _______________________

REBECCA J. COOL
CLERK OF COMMISSION
<table>
<thead>
<tr>
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<th>July 1, 2014</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution authorizing a Purchase Order with Ohio Transmission &amp; Pump Co. for the Replacement of #2 Raw Sewage Pump Gear Box at the Wastewater Plant.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Dave Davis – Wastewater Plant Supt.  
Department: Utilities Division-Wastewater Plant |
| AGENDA CLASSIFICATION | ☑ Resolution |
| APPROVALS/REVIEWS | City Manager  
Asst. City Manager/Finance  
Asst. City Manager/Development  
Law Director  
Department Director; Other: |
| BACKGROUND | #2 Raw Sewage Pump Gear Box broke down in early June and was sent to OTP for inspection of the Gear Box to find the problem with the unit. It was discovered that the Unit that has been in service for over 20 years is in need of major repairs. A quote for repair and for a new unit was obtained. The cost for repair is 80% of the cost for a new unit, so recommendation is to replace with new unit. Gear replacement is a warranted repair.  
OTP will not warrant any repair using the existing gear set with all new bearings & seals.  
This unit needs to last till the plant is upgraded and finished in 2020. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $:  
We budget for repairs in the 7404 account but this amount will drain that account for the remainder of the year with half the year yet to go. Re appropriations will cover this.  
Expenditure $: $33,750.00  
Source of Funds: 404-406-727-7404  
Narrative: |
| OPTIONS | 1. Repair Unit for $27,188  
2. Not repair at all, OEPA could force in next Plant Inspection, & pay $850  
3.  
4. |
| PROJECT TIMELINE | Need to get this replacement done ASAP so our backup unit is available if the Primary or Secondary unit goes down. |
| STAFF RECOMMENDATION | Replace unit with a new one, if this unit is not needed in plant upgrade, the unit could be sold on E-Bay or Gov Deals to another municipality for a backup. |
| ATTACHMENTS | Quotes from OTP Co. for Repairs and Replacement. |
Dave Davis

From: Chuck Geisler [Chuck.Geisler@otpnet.com]
Sent: Tuesday, June 24, 2014 9:37 AM
To: Dave Davis
Subject: RE: Nuttal Gear Box

Dave

Inspection Fee: $850.00
Inspection Fee will be waived upon receipt of Purchase order for repair or new unit.

Quote for New Nuttal Box: $33,750.00

Quote for Repair of Nuttal Box: $27,188.00

Repair Includes, New Shafting and all Gearing, Replacement of all bearings, seals, gaskets and shim kits. Inspection and teardown and reassembly.

Thank you

OTP Industrial Solutions
400 Wright Dr
Middletown OH, 45044

Chuck Geisler
513-539-6737

From: Dave Davis [mailto:ddavis@piquaoh.org]
Sent: Friday, June 20, 2014 3:20 PM
To: Chuck Geisler
Subject: RE: Nuttal Gear Box

Then I will need an overall cost Quote for you to repair it for us, and a cost to replace along with your charges to investigate the problem for us? Would we write the PO to you for the replacement unit or straight to Nuttal?

How soon could you get that to me as I would need the information by the 25th in order to get it on the City commission agenda for the meeting on July 1st?

Dave

From: Chuck Geisler [mailto:cggeistler@otpnet.com]
Sent: Friday, June 20, 2014 3:01 PM
To: Dave Davis
Subject: RE: Nuttal Gear Box

Dave

They do not do exchanges.

Thank you
your rotating equipment repair specialists

offering in-house local repair shops with factory-trained and highly skilled technicians.
EXPERTS IN THE REPAIR BUSINESS

OTP offers in-house local repair shops with factory trained technicians so you don’t have to worry about the operation of your pumps and gearboxes. We keep your rotating equipment running correctly and efficiently while minimizing your total lifetime maintenance and operation costs. Repairing products we distribute allows us to offer more competitive pricing and delivery of parts.

When you choose OTP as your local pump and gearbox repair shop, we will earn your confidence through our personal, technical support and our quality repair turnaround. OTP repairs all brands of pumps, gearboxes and rotating equipment including:

- Air operated piston
- Air operated diaphragm
- Boiler feed
- Centrifugal
- End suction
- Self priming pumps
- Gear pumps
- Mag-drive pumps
- Progressive cavity
- Rotary lobe
- Slurry
- Split case
- Submersible
- Vertical turbine
- Vacuum
- Gearboxes
- Mixers
- Blowers/fans
- Spindles
- Mechanical seals

When you choose OTP for maintenance, service or repair, you can expect:

- **Quality**: We fix it right the first time. The extensive experience of our pump, power transmission and pneumatic specialists ensures that every repair is done right the first time. We repair your equipment to original factory specifications or industry standards.

- **On time**: We make our schedule fit yours. One-day response communication and 24-hour emergency service facilitate quick repairs that minimize your downtime and let you get back to business faster.

- **On budget**: We provide unique quotes for every repair, complete with new unit pricing for comparison, digital photos, failure analysis and upgrade options. If we quote it—you can count on it.

- **Analysis**: We look for root cause. This includes getting answers to your questions and providing solutions to your challenges that can help avoid future failures down the road. Repairs are good—solutions are better.

THE OTP REPAIR PHILOSOPHY IS SIMPLE:

- We fix it **right the first time**—to factory specs or better.
- We fix it on **time**—we make our schedule fit yours.
- We fix it on **budget**—if we quote it, we’ll honor our quoted price
- We look for the **root cause** of failure—repairs are good, but we believe providing solutions is better

Send us your next repair and discover how OTP Industrial Solutions is more than just another supplier.
OUR FULL RANGE OF REPAIR SERVICES INCLUDES:

- Field/shop service: Onsite support for all types of pumps and rotating equipment including:
  - Emergency breakdowns
  - Removal of equipment
  - Installation and start-up
  - Laser alignment
  - Performance testing
  - Fault diagnostics
  - Troubleshooting
- Preventative maintenance agreements for long-term support and in-plant labor contracts.
- Equipment and system upgrades and overhauls.
- Equipment monitoring and vibration analysis.
- Equipment service history.
- Machining: Our full-service machine shop specializes in fabrication and modification of parts and assemblies to support the needs of our repair facilities and customers:
  - Fabrication:
    - Brass bushings
    - Sleeve bearings
    - Spacers
    - Pump shafts and sleeves
    - Wear/case rings
    - Line shaft couplings
  - Modifications:
    - Rebowling
    - Volute repair
    - Impeller trim
    - Coupling boring and key slotting
    - Surface grinding
- Equipment balancing: We can test and balance rotating elements individually or as an assembled unit, increasing the life of your equipment by preventing premature bearing failures and limited shaft deflection.
- Material procurement assistance including a review of your options.

OTP offers 24-hour emergency repair facilities located in our Middletown, Ohio location and in our Indianapolis, Terre Haute, and Fort Wayne, Indiana locations.

Our full service centers are fully equipped with:
- Repair shop with cranes
- Balancing area
- Sandblasting
- Machine shop
- Paint booth
- Testing area

For your convenience, we offer pick up and delivery service to facilitate your repairs.

ONLINE TECHNICAL SUPPORT & EXPERTISE
Connect with OTP experts in pumps, pneumatics, power transmission, bearings, electrical, repair or fluid handling.
Visit otpnet.com and click on "Ask the OTP Experts."
COMMITTED TO EXCELLENT REPAIR SERVICE

OTP takes great pride in our ability to offer local pump and gearbox repair service from highly skilled and qualified technicians that care about your products and your business.

OTP LOCATIONS
OTP sales, inventory and repair facilities are close to you to serve you today

OTP facilities include more than 125,000 square feet and are home to over 300 associate owners. Each of these facilities maintain local inventory and most have full-service repair capabilities.

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<td>304.755.9506 voice</td>
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</table>
AMENDED 7-1-2014

RESOLUTION NO. R-82-14

A RESOLUTION REQUESTING AUTHORIZATION TO AMEND THE PURCHASE ORDER WITH SSOE GROUP FOR THE ENGINEERING SERVICES ASSOCIATED WITH THE POWER PLANT CLEAN OHIO REVITALIZATION FUND GRANT

WHEREAS, On October 16, 2012, Piqua City Commission approved a contract with SSOE Group to provide Engineering Services required for the completion of the Piqua Power Plant Urban Waterfront Clean Ohio Revitalization Fund Grant; and

WHEREAS, unanticipated site conditions have resulted in the need for additional engineering services to complete the demolition and reuse activities associated with the Power Plant Clean Ohio Revitalization Fund Grant.

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 revised purchase order with SSOE Group for continuing to perform Professional Engineering Services for the Power Plant Clean Ohio Revitalization Fund Grant;

SEC. 2: The total cost involved is not to exceed $127,000 and of this $102,000 was approved in 2012 with an additional $25,000 being approved in 2014;

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, not exceeding a total of $127,000;

SEC. 4: It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this resolution were adopted in an open meeting of this Commission, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

SEC. 5: 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
### MEETING DATE
July 1, 2014

### REPORT TITLE
(Should match resolution/ordinance title)
A Resolution requesting authorization to amend the purchase order with SSOE Group for the Engineering Services associated with the Power Plant Clean Ohio Revitalization Fund Grant

### SUBMITTED BY
Name & Title: Ed Krieger, Power System Director
Department: Power System

### AGENDA CLASSIFICATION
- [ ] Consent
- [ ] Ordinance
- [x] Resolution
- [ ] Regular

### APPROVALS/REVIEWS
- [ ] City Manager
- [x] Asst. City Manager/Finance
- [x] Asst. City Manager/Development
- [ ] Law Director
- [ ] Department Director;
- [x] Other: Energy Board

### BACKGROUND
(Includes description, background, and justification)
In late 2011, the Board of Miami County Commissioners received a grant in excess of $1.4 million to remediate, demolish structures and develop a new park behind the City's power plant at 919 S. Main St. The County was approached to apply on the City's behalf since the City could not legally be the applicant; therefore, the City and the County are working cooperatively on this project.

Brownfield Restoration Group, LLC was selected to provide the Certified Professional services; Homrich, Inc. was awarded a $1,047,600 contract to provide remediation, demolition and reconstruction activities and SSOE was selected to serve as Owner’s Engineer. A contract for engineering services up to $102,000 was approved by Piqua City Commission on October 16, 2014.

Due to the age of the project structures and lack of detailed documentation, unanticipated site conditions have resulted in the need for additional engineering services to complete the demolition and reuse activities associated with the Power Plant Clean Ohio Revitalization Fund grant.

At its regular meeting of June 24, Piqua Energy Board unanimously recommended Piqua City Commission amend and increase the purchase order with SSOE Group by $25,000 to a not to exceed total of $127,000.

### BUDGETING AND FINANCIAL IMPACT
(Includes project costs and funding sources)
- Budgeted $: $850,000 in 2014
- Expenditure $: $209,372 thru May 2014
- Source of Funds: Clean Ohio Revitalization Fund – City Match
- **Narrative:** The Power System is funding $350,000 of the cost of improvements related to this project in 2014. The Power System will be reimbursed for the remaining $500,000 cost via the Clean Ohio Revitalization Fund Grant. $25,000 of
The cost of the engineering services to be provided by SSOE Group will be reimbursed thru the CORF Grant.

<table>
<thead>
<tr>
<th>OPTIONS (Include Deny /Approval Option)</th>
<th>1. Approve the Resolution – Approving the resolution would allow the City to continue to collaboratively work with the County on the project and allow the project to be completed in 2014.</th>
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<tbody>
<tr>
<td>2. Deny the Resolution – Denying the resolution would jeopardize the project and deny or delay the completion of the infrastructure improvements.</td>
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</tbody>
</table>

| PROJECT TIMELINE | The project is expected to be completed by the Fall of 2014. |

| STAFF RECOMMENDATION | Staff would recommend that the City Commission adopt the resolution. |

| ATTACHMENTS | SSOE Group Engineering Services Proposal dated 8-22-12. |
Tom Fitzpatrick, PE
Department Manager - Power
SSOE Group
1001 Madison Avenue
Toledo, Ohio 43604
Phone: 419.255.3830 X 1325
Fax: 419.255.6101
Email: TFitzpatrick@ssoe.com
Table of Contents

1  COVER LETTER
2  SCOPE OF SERVICES
3  TEAM RÉSUMÉS
4  RATE SHEET
5  GENERAL CONDITIONS
section 1

Cover Letter
August 22, 2012

Mr. Ed Krieger  
Power System Director  
City of Piqua  
201 West Water Street  
Piqua, Ohio 45356-2235

Dear Mr. Krieger:

SSOE Group is pleased to submit the following revised proposal to provide engineering and design services for the City of Piqua Municipal Power Plant demolition project.

In the attached Scope of Services, you will find our understanding of the project, outlining the project plan, deliverables, project team, assumptions, and fee requirements.

Again, thank you for this opportunity to submit our revised professional services proposal. We look forward to working with you on this project and will extend every effort to ensure this assignment is successfully completed. Should you have any questions, please feel free to contact me at 419.255.3830 extension 1325, or via email at TFitpatrick@ssoe.com.

Sincerely,

SSOE

Tom Fitzpatrick, PE  
Department Manager – Power
section 2
Scope of Services
City of Piqua, Demolition Project

SSOE Proposal No. P12-01531-00 – Revision No. 2

Scope of Services

I. Existing Conditions

The Board of Commissioners of Miami County, Ohio (Board) has received a grant from the Clean Ohio Revitalization Fund for the environmental remediation and demolition of a portion of the Piqua Municipal Power Plant (Plant) located at 919 South Main Street in the City of Piqua (City). The area to be demolished and reclaimed is the area between the east wall of the Plant and the Great Miami River (River). The Board has retained Brownfield Remediation Group LLC (Brownfield) as the Ohio Voluntary Action Plan (VAP) Certified Professional (CP) to assist with the execution of the City of Piqua Clean Ohio Revitalization Fund Grant (Grant). Brownfield and the City have requested a proposal from SSOE to provide various engineering and design services associated with this project.

The area closest to the east wall of the Plant includes a fenced in area that houses baghouses and an ash silo. This area is stone covered. Other items that are immediately adjacent to the Plant include three (3) bucket elevators and truck hoppers formerly used to load coal into the plant. There are two (2) existing transformers located adjacent to the northeast corner of the Plant. There are also two (2) concrete curbed areas that previously housed transformers.

In between the equipment, adjacent to the plant and the shoreline, is a flat asphalt covered area with a bike trail that is approximately twelve (12) feet wide by six hundred (600) feet long. At the southern end of this asphalted area is a concrete structure that was previously used as part of a coal pile runoff treatment system.

A one (1) foot thick concrete wall runs along the east side of the property. Portions of the concrete wall are a retaining wall. There are various concrete structures between the wall and the River. One of the structures is part of the City wastewater treatment system and is still in use for conveying sewage but not releasing sewage into the river as was previously done. Another structure was part of the original City wastewater treatment system from the 1940s. There are electrical vaults no longer in use and concrete structures associated with the old coal pile runoff treatment system. There is a set of stairs that provides access to the River.

Toward the northern end of the Plant’s property, there are two (2) pump houses that provided circulating cooling water for the condensers associated with the steam turbine generators. Intake and discharge tunnels connect the Plant with the pump houses and the River. The pump houses still house the various pumps and electrical gear that was used to convey water to the plant. There are two (2) water intake tunnels and four (4) discharge tunnels.

The general demolition and reclamation scope is to remove all equipment located adjacent to the east side of the Plant with the exception of the two (2) transformers located at the northeast corner of the Plant. There is a deteriorated wall located immediately northeast of the Plant. The removal and replacement of this wall is not part of this project. The top three (3) feet of material in the asphalt and stoned area will be removed. This area will be backfilled and seeded; miscellaneous plantings will be installed. A new bike trail will be installed as well. Portions of the existing concrete wall along the east side of the property will be removed. Portions of the wall may have to remain for retaining purposes. The north pump house will be removed in its entirety. The operating floor of the south pump house will be converted into an observation deck. The observation deck will include a bike rack, benches, safety railing and a trash receptacle. In order to accommodate this, the roof of the pump house will be
City of Piqua, Demolition Project

SSOE Proposal No. P12-01531-00 – Revision No. 2

Scope of Services

removed along with the walls above the operating floor. Equipment will be removed and the operating floor will be refinished. The wastewater vault still in use will remain, but will be cleaned and repaired as needed. The concrete steps and walkway will also remain and will be cleaned and repaired. The existing steps start at the river bank and extend up to a point just short of the retaining wall. The steps will be extended to the top of the bank. All other concrete structures located along the shoreline will be removed. Intake and discharge tunnels will be sealed at the shoreline. Vegetation along the shoreline will be cleared and aesthetically pleasing trees will remain. Rip rap will be installed along the length of the shore.

The existing roof drains run inside the plant and discharge into the existing circulating water discharge tunnels. With the tunnels being sealed the roof drains will have to be rerouted.

Since the site is greater than one (1) acre, it will be necessary to prepare an Ohio Environmental Protection Agency (EPA) Notice of Intent (NOI) application and the associated Storm Water Pollution Prevention Plan.

Based on discussions with the Army Corps of Engineers (ACOE), the project will require the submittal of a Section 10 permit application.

II. Scope of Services

SSOE proposes the following Scope of Services:

A. Develop an information request list and provide it to the City.

B. Attend an on-site project kickoff meeting to discuss the Scope of Services, receive the requested information, perform a site reconnaissance, discuss the strategy for bidding, and gather necessary field information and equipment data.

C. Prepare a draft set of plans and specifications and electronically submit the set to Brownfield and the City for review.

D. Prepare the ACOE Section 10 permit application.

E. Prepare the Ohio EPA Notice of Intent Application required as part of the Ohio EPA Storm Water General Permits Program.

F. Attend a meeting at the City’s offices to review the draft set of plans and specifications.

G. Revise the plans and specifications to incorporate comments where applicable.

H. Place the final set of plans and specifications on an IBackup site for access by Brownfield, the City, and bidders.

I. Prepare addendums as needed.
City of Piqua, Demolition Project

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Scope of Services

J. Attend and lead a pre-bid meeting at the Plant.
K. Prepare pre-bid meeting minutes and issue them as an addendum.
L. Review the bids and submit a recommendation of award to the City.
M. Prepare the contract for signing by the contractor and the City.
N. Provide the following contract administration and construction administration services
   1. Review shop drawings.
   2. Review pay applications.
   3. Attend and issue notes for the pre-construction meeting.
   4. Chair eight (8) bi-weekly construction meetings and issue meeting minutes.
   5. Prepare and process change orders.
   6. Develop a punch list.
   7. Prepare as built drawings using markups provided by the contractors.
O. Respond to contractor questions during the construction phase.

III. Deliverables
A. Information request list.
B. Minutes of on-site kickoff meeting.
C. Draft set of plans and specifications.
D. Final set of plans and specifications.
E. ACOE Section 10 permit application.
F. Ohio EPA NOI Application.
G. Addendums as needed.
H. Bid review and recommendation.
I. Contracts for signing by the contractor and the City.
J. Bi-weekly reports through bidding phase.
City of Piqua, Demolition Project

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Scope of Services

K. Minutes of pre-construction meeting

L. Minutes of eight (8) construction review meetings.

M. Punch list.

N. As built drawings.

IV. Schedule

A. SSOE would be available to attend a kickoff meeting at the plant within two (2) weeks of receipt of a Purchase Order (PO).

B. SSOE will submit a draft set of plans and specifications within six (6) weeks of the on-site kickoff meeting.

C. The final set of plans and specifications along with the ACOE Section 10 permit application and the Ohio EPA NOI will be prepared within four (4) weeks after receipt of comments on the draft set of plans and specifications.

V. Assumptions and Clarifications

A. Requested information will be provided to SSOE either at the on-site meeting or within one (1) week of being requested.

B. SSOE will mark up copies of existing drawings or photos to show the extent of demolition. SSOE does anticipate preparing the following original drawings:

1. Site plan.
2. Demolition plan.
3. Geometric plan
4. Grading plan.
5. Landscaping plan.
6. Roof drain plan.
7. Sealing of tunnels.
8. General notes and plans.

C. The following are the new construction items for which drawing details may be developed:
City of Piqua, Demolition Project

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Scope of Services

1. Modifications to south pump house to create an overlook.
2. Sealing of intakes and outfalls to the River.
3. Reconstruction of asphalt recreational trail.
4. Cleaning and repair of concrete steps and deck leading to low head dam.
5. Extension of steps to top of bank.
6. Reroute roof drains.

D. SSOE is not responsible for any permitting fees.

E. SSOE assumes that the project does not include any demolition or remediation of any asbestos containing material, material containing lead paint, arsenic mercury, PCBs, or any other hazardous material.

F. SSOE assumes that the Army Corps of Engineers and U. S. Fish and Wildlife Service find that the proposed project does not impact the habitat of the Rayed Bean Mussel or any other endangered species.

G. Studies and/or analysis of the habitat of any species or the impact of this project on the habitat of any species are not included in SSOE’s Scope of Work.

H. SSOE will prepare the ACOE Section 10 Permit Application and the Ohio EPA NOI application. SSOE is not responsible for procurement of any other permit.

I. SSOE has not included testing of any materials.

J. SSOE assumes that all demolition debris is non-hazardous.

K. SSOE assumes that the building code official having jurisdiction will allow roof drains to be discharged to the surface and that a retention pond will not be required.

L. The City will provide drawings showing the construction of all intakes and outfalls to the river.

M. SSOE is responsible for preparing the bidding documents; however, SSOE will utilize a set of commercial terms and conditions provided by the City.

N. SSOE is not preparing any cost estimates.
City of Piqua, Demolition Project

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Scope of Services

O. If the bids are over the budget set by Brownfield and the City is required to rebid the project, SSOE will provide a proposal to assist the City with rebidding.

P. Existing monitoring wells will be closed and abandoned. SSOE will not have to provide any engineering or design services associated with these wells.

Q. During the construction phase SSOE will attend the pre-construction meeting and eight (8) onsite meetings.

R. SSOE has included forty (40) hours of time during the construction phase to respond to questions by the contractor and the City.

S. SSOE will visit the site to prepare a punch list. Confirmation of completion of punch list items will be performed by the City.

T. Construction observation beyond those identified above will be performed on a time and material basis in accordance with the attached rate sheet.

VI. Project Team

A. A project organization chart is provided below. Resumes for SSOE project team members are included in Section 3.
City of Piqua, Demolition Project

SSOE Proposal No. P12-01531-00 – Revision No. 2

Scope of Services

VII. Compensation

A. The compensation for completion of the professional services described herein will be for a Time and Material, Not-to-Exceed fee as follows:

1. Demolition portion of project: $24,000.00
   Remainder of project: $65,000.00

2. The above fees are only valid if SSOE is awarded the entire project.

The above fee includes estimated reimbursable expenses. Invoices shall be submitted monthly in accordance with the attached 2012 Industrial Process Rate Schedule.

B. Any construction observation will be provided on a Time and Material basis in accordance with the attached 2012 Industrial Process Rate Schedule.

VIII. Scope Change Procedure

If during the project a change in scope or services should occur, SSOE will advise the City of the cost and schedule impact for engineering services prior to proceeding with that portion of the services. After approval by the City, the increase or decrease will be reflected in the total project cost. Delay in the City’s approval may result in delays in schedule.

IX. Terms and Conditions

This proposal is in accordance with the attached SSOE General Conditions.
section 3
Team Résumés
Project Sponsor

Tom Fitzpatrick, PE

Tom serves as SSOE’s Power Department Manager and is responsible for managing various utility related projects for industrial, municipal, and institutional facilities. Tom is uniquely qualified in the power industry.

Selected Project Experience

Bowling Green State University, Bowling Green, Ohio
- Responsible for the central heating plant replacement project consisting of three (3) 85,000 lbs/hr natural gas fired boilers.

Michigan Sugar Company, Bay City, Michigan
- Performed initial feasibility study for installation of a 200,000 lbs/hr natural gas fired package boiler. The project is currently under construction.

Decker Energy International, Winter Park, Florida
- Provided permitting for a 45 MW wood and tire fired power plant.

Milwaukee Regional Medical Center, Milwaukee, Wisconsin
- Provided permitting for a 125,000 PPH coke fired circulating fluid bed boiler.

American Municipal Power – Gorsuch Station, Marietta, Ohio
- Assisted with assessment of plant as part of AMP’s original purchase.
- Responsible for the installation of the Mobotec ROFA system.
- Evaluated the steam distribution system.
- Prepared an asset retirement obligation report.
- Provided an environmental compliance study.
- Conducted a feasibility study of installing a steam turbine generator.
- Conducted a feasibility study of installing multiple natural gas fired engine generators.
- Provided preliminary engineering for a 600 MW combined cycle power plant.

City of Dover, Ohio
- Demolished Boilers 1, 2, and 3 and Steam Turbine Generators 1 and 2.
- Responsible for the installation of a baghouse on Boiler 4.
- Responsible for the installation of 138/69 kV interconnection substation.

Hillsdale Board of Public Utilities, Hillsdale, Michigan
- Demolished the old steam plant.
- Responsible for the installation of diesel generators.

City of Orrville, Ohio
- Performed a study of air pollution control options for a 57 MW coal fired power plant.

Richmond Power & Light – Richmond, Indiana
- Performed a study of air pollution control options for a 100 MW coal fired power plant.

Education
- Master, Mechanical and Aerospace Engineering
- Master of Business Administration, Finance
- Bachelor, Environmental Engineering

Licenses
- Professional Engineer (Environmental) – FL, IN, MI, NY, OH, VA WI

Years of Experience – 31
Project Manager

Tracy Johnson, PMP

Tracy is responsible for project management and the structural design of industrial facilities and support structures. He is responsible for daily project communications, project team design management, and inter-discipline coordination between discipline leads and support staff. Also included in his responsibilities are maintaining costs, quality, schedule, and scope adherence for all phases of a project’s duration.

Selected Project Experience

*Consumer Products Client, Midwest, USA*
- Served as the overall design manager for multi-firm design efforts.
- Coordinated the mechanical, structural, and electrical portions of packaging projects.
- Revised process / piping layouts and P&IDs.

*BP Chemicals, Lima, Ohio*
- Served as the civil / structural lead for numerous capital projects, including a cooling tower replacement, plant-wide soil remediation and containment, and steam plant upgrades.

*BP Refinery, Lima, Ohio*
- As the civil / structural lead, identified and replaced underground pipe leaks as part of a multiyear plan.
- Protected against future leaks with the new systems.
- Implemented monitoring wells, cathodic protection of underground piping, elevation of piping systems, and design and installation of a railroad bridge to allow for inspection and access to piping.

*Durez Chemicals, Kenton, Ohio*
- Served as the on-site project manager for various projects.
- Responsibilities included initiating, coordinating, and assisting with the execution of approximately 50 process, packaging, and controls projects ranging from $2 million to $20 million.

*The Procter & Gamble Company, Lima, Ohio*
- Assisted in the Con-Ops organization for a period of two years.
- Responsibilities included cost tracking, forecasting, and reporting of project costs for numerous projects.
- Served as the project scheduler for several larger projects, including the implementation of the HDL Line #8.

*The D. S. Brown Company, North Baltimore, Ohio*
- Responsible for managing and performing the design of bridge components for the transportation industry. Followed the bridge components through fabrication to insure compliance to applicable national and state codes and specifications.

Education

Bachelor of Science, Civil Engineering

Years of Experience – 22
Civil Engineer

Duane Wolf, PE

Duane has experience in civil engineering, surveying, and hydrologic and hydraulic analyses for storm and sanitary sewer design including grading, storm drainage, detention / retention basin, utilities, waterlines, pavements and railroad sidings. Duane specialization is site concepts, layout and design, hydrologic / hydraulics engineering, sanitary and storm sewer design, pavement resurfacing, and reconstruction design.

Selected Project Experience

City of Toledo, Ohio
- Design Engineer for approximately 2 miles of pavement milling and resurfacing along with incidental geometric and drainage design for the Monroe St. Improvements Phase 1, 2, and 3.

City of Oregon, Ohio
- Design Engineer for 1,750 linear feet of 16-inch waterline for the City of Oregon.
- Design Engineer for pavement widening, traffic lights, and incidental drainage for the intersection of Pickle and Wheeling Road.

DTE Energy Company, Jamestown, Michigan
- Site Project Engineer for the meter / gate station. Responsibilities include site grading, storm sewer, utility design and development of the storm water pollution prevention plans.

Lucas County Board of Commissioners, Ohio
- Design Engineer for approximately 1.8 acres asphalt parking lot pavement along with new curbing and pavement drainage.

Sylvania City Schools, Sylvania, Ohio
- Site Project Engineer for the Sylvania Central Elementary School. Responsibilities included overall site layout for the new school, asphalt pavement design, grading, storm sewer and utility design and development of the storm water pollution prevention plans and specifications. The development site is approximately 33-acres in size.

Village of Ottawa Hills, Ottawa Hills, Ohio
- Design Engineer for approximately 2 miles of pavement milling and resurfacing, minor pavement reconstruction, new curb with under drains and other incidental drainage improvements for Pembroke Road, Northmoor Road, Sheraton Road, Dunkirk Road, Halifax Road, Edgehill Road, Underhill Road, Indian Road, Richards Road, Evergreen Road, Brookside Road, Hawthorne Road, Talmadge Road, and Bancroft Street.
- Design Engineer for approximately 3 miles of pavement milling and resurfacing, minor pavement reconstruction and incidental drainage improvements for Falmouth Road, Forestview Drive and Brookside Road.
- Design Engineer for approximately 1-1/2 miles of concrete pavement replacement and incidental drainage improvements for the Hillandale Center Area.

Williams County Engineer’s Department, Ohio
- Design Engineer for the improvement of County Road 98 for Williams County, Ohio. Responsibilities include horizontal and vertical realignment and super-elevation of the new pavement along with pavement design.

Education
Bachelor of Science, Civil Engineering

Licensures
Professional Engineer (Civil) – OH

Years of Experience – 15
Senior Designer

Jim Odneal

Jim has more than 20 years of electrical design experience. He is responsible for leading the design efforts and construction observation for all projects within SSOE’s power group.

Selected Project Experience

City of Bowling Green, Ohio
- Provided the electrical design of a 69 kV loop extension underground duct bank system and the design of a 69 kV / 12.47 kV substation.

City of Hamilton, Ohio
- Provided the design and construction observation of three 138 kV / 13.8 kV substations. Provided general services as requested.

City of Tipp City, Ohio
- Responsible for the electrical design of a 69 kV overhead loop extension.

City of Westerville, Ohio
- Designed a direct buried 69 kV loop between two substations.

Dover Light and Power, Dover, Ohio
- Designed 12.47 kV overhead feeder circuits, a citywide fiber optic loop, substation improvements, and power plant improvements.

Hillsdale Board of Public Utilities, Hillsdale, Michigan
- Converted 12 kV primary and secondary overhead circuits to spacer cable circuit.

Lawrenceburg Municipal Utilities, Lawrenceburg, Indiana
- Designed two new 34.5 kV / 12.47 kV substations. Provided the riverfront development design of overhead electric to underground.

Michigan South Central Power Agency
- Responsible for the electrical design of a substation diesel generator back-up power system.

Medical Center Company, Cleveland, Ohio
- Designed a coal handling electrical system upgrade to explosion-proof fittings and devices.

Pfizer, Inc., Terre Haute, Indiana
- Responsible for the electrical design of a 12.47 kV backup loop underground duct bank system.

BP, Toledo, Ohio
- Provided the electrical design for DCS upgrades, substation improvements, conversion to sour crude, and implementation of the electronic document management system.

Education

Electrical Industrial Design

Years of Experience — 22
Jonathan Llewellyn, PE, SE

Jonathan has over 20 years of professional experience in the design of structural steel, concrete, and masonry. He has provided structural design services for facilities ranging from a 1 million SF steel structure to a wood framed 7,000 SF maintenance building.

Selected Project Experience

Automotive Research and Development Client, Midwest, USA
- Responsible for the office building, paint building, office / locker room, and wind tunnel and RF chamber building expansions, as well as the sled test and crash test buildings.

Ford Research and Engineering, Dearborn, Michigan
- Responsible for the renovation of existing test laboratory, including test chambers, test sleds, cranes, floor slabs, and pits.

General Motors, Allison Transmission Facility, Baltimore, Maryland
- Responsible for the structural design of a 350,000 SF facility.

Greater Ohio Ethanol, Lima, Ohio
- Responsible for design of tank foundations, pipe trestle, and process equipment foundations.

Honda UK Mfg, Ltd., Swindon, United Kingdom
- Responsible for the structural design of a new automotive assembly plant. Plant included press, weld, assembly, and paint shop design.

Inergy Automotive System, Van Buren, Michigan
- Responsible for the structural design of a new 320,000 SF automotive fuel tank manufacturing facility.

Kenworth Facility Expansion, Chillicothe, Ohio
- Provided the design of a facility expansion project. The project included structural steel design, foundation design, and process pits and trench design.

Nissan North America, Inc., Smyrna, Tennessee
- Responsible for the design of a new 400,000 SF paint shop facility.

UPS WorldPort, Louisville, Kentucky
- Coordinated the design of conveyor and platform support steel and managed budgets and schedules.

Volkswagen Group of America, Chattanooga, Tennessee
- Directed and managed the assembly shop design team.

Education
Master of Science, Civil Engineering
Bachelor of Science, Civil Engineering

Licenses
Professional Engineer (Structural) – IL, OH

Years of Experience – 21
Bruce Schaff, CPD

Bruce is responsible for the project’s plumbing systems, conceptual design, and consultation. His experience includes the design of all plumbing systems, including energy conservation with cost-effective designs. Bruce’s technical expertise includes project specifications, codes and standards, cost estimating, and troubleshooting plumbing issues.

Selected Project Experience

Honda of America Mfg., Inc., Anna, Ohio
- Responsible for natural gas and domestic water services, as well as general plumbing systems consisting of sanitary waste and vent, natural gas, domestic hot and cold water, storm water roof drainage, and plumbing fixture selection, including ADA, LEED, and safety fixtures.

Marathon Oil Corporation, West Maintenance Shop, Detroit, Michigan
- Responsible for natural gas and domestic water services. General plumbing systems consisted of sanitary waste and vent, domestic hot and cold water, compressed air, and plumbing fixture selection, including ADA and safety fixtures.

Toyota Motor Manufacturing Mississippi, Inc., Assembly Plant, Tupelo, Mississippi
- Responsible for natural gas and domestic water services. General plumbing systems consisted of sanitary waste and vent, natural gas, domestic hot and cold water, storm water roof drainage, compressed air, kitchen grease waste including an interceptor, and plumbing fixture selection, including ADA and safety fixtures.

Volkswagen Group of America, Chattanooga, Tennessee
- Responsible for natural gas and domestic water services as well as general plumbing systems consisting of sanitary waste and vent, natural gas, domestic hot and cold water, storm water roof drainage, and plumbing fixture selection, including ADA and safety fixtures.
Senior Landscape Architect

Lee Smykowski, ASLA, LEED® AP BD+C

With more than 30 years of professional experience, Lee is responsible for a full range of projects involving landscape architecture and site design services. His project involvement includes site analysis, master planning, site planning, landscape design, and site engineering. Lee has professional experience in a wide variety of project types, including commercial, institutional, and recreational facilities.

Select Project Experience

Flat Rock Homes – Master Plan, Care Center, and MR/DD Facility, Flat Rock, Ohio
- Involved in many projects on the campus of Flat Rock Homes, including master planning for the 500-acre site and the state-of-the-art 50,000-SF MR/DD facility.

Marathon Oil Corporation – Blast Protection / Facility Siting Project, Detroit, Michigan
- Provided specifications and construction documents for the purchase and installation of pressure resistant pre-manufactured modular structures. Worked with Marathon personnel, along with outside suppliers, to purchase six structures consisting of 20 modules, with one structure being multi-story. With a considerably lower price than conventional construction, the structures were shipped fully fitted to the site and required only one week to install.

Sylvania Northview and Southview High Schools, Sylvania, Ohio
- Responsible for renovations to high school football stadiums, including addition of synthetic turf.

Toledo Public Schools District-wide School Rebuild, Toledo, Ohio
- Managed a firm for the $821 million district rebuild project including renovations and replacement of 67 facilities. Responsible for the organized effort of a local consortium of consulting firms.

University of Toledo Health Science Campus, Toledo, Ohio
- Provided services for various project assignments, including the coordination of a multi-discipline team and utilization of outside consultants, additions of surgical suites, campus-wide facilities master planning, research laboratories, and upgrade evaluations. Construction value in excess of $200 million on-site.

University of Toledo – John F. Savage Arena, Renovation and Addition, Toledo, Ohio
- Provided services for the renovation of John F. Savage Hall, including the transformation of the arena into a state-of-the-art facility for student athletes and fans. The $30 million project consisted of a 163,000 SF facility with numerous amenities.

US EPA Master Plan Update, Physical Security Upgrades & Site Sustainability Assessments, Athens, Georgia
- Master plan defines current and future lab, office and support requirements, architectural modifications and upgrades for all facilities, along with evaluations of existing MEP systems and recommended replacement and upgrades. The campus facilities are evaluated for energy reduction strategies, address sustainability issues and physical security.

Volkswagen Group of America – Automotive Production Facility, Chattanooga, Tennessee
- Provided full A/E services, including site / civil, architectural, structural, mechanical, plumbing, electrical, and wastewater treatment for the estimated $1 billion facility. Also partnered with firms for the environmental permitting process and the facilities construction management for the 1,350 acre site.
section 4
Rate Sheet
Industrial Process

# 2012 Rate Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Manager / Section Manager / Master Engineer</td>
<td>$135.00</td>
</tr>
<tr>
<td>Senior Engineers / Architects</td>
<td>$112.00</td>
</tr>
<tr>
<td>Project Engineers / Architects / Technical Specialist</td>
<td>$105.00</td>
</tr>
<tr>
<td>Senior Designers</td>
<td>$92.00</td>
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<tr>
<td>Engineers / Architects</td>
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<tr>
<td>Designers</td>
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<td>Project Management Assistants</td>
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</tr>
<tr>
<td>Clerical / Support</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

Above Rates are all-inclusive except for the following:

- A Project Manager, Business Manager, and or Business Leader is assigned to the project when appropriate based on the size and complexity of the project and will be billed at an hourly rate of $135.00.
- Specialized or unique expertise beyond traditional services will be quoted relative to the project scope.
- Check-out and start-up services rates are 1.15 times the above hourly rates.
- Travel expenses including meals, transportation, and lodging will be invoiced at cost. Mileage is invoiced at the standard federal allowable rate per mile. Per diem expenses for individuals performing Construction Support services will be quoted on a per project basis.
- Related project expenses including phone, computers, shipping, low-volume printing, and Xerox copies will be invoiced at $3.00 per labor hour.
- Purchased goods and services will be invoiced at cost plus ten percent (10%).

*The above rates for the services provided are valid through the end of the project, but no later than October 1, 2013.*
section 5
General Conditions
1. **General**: These General Conditions are agreed to simultaneously with, and constitute a part of, the attached Proposal or Professional Services Agreement (Agreement). In the event a conflict arises between the provisions of these General Conditions and any other part of the Agreement, these General Conditions shall modify and supercede such other part to the extent necessary to eliminate any such conflict, but no further. All capitalized terms used herein have the same meaning as in the Agreement, unless otherwise defined in these General Conditions.

2. **Professional Services**: SSOE shall provide those professional services described in the Agreement as Basic Services, with such modifications thereto as may be agreed to in writing by SSOE. Any other services not included in Basic Services shall be additional services to be performed at additional cost, and shall be provided only if agreed to in writing by SSOE. SSOE shall perform Basic Services and such additional services as may be agreed to as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Services provided by SSOE are provided solely for the benefit of the Owner.

3. **Payment Terms**: Payment is due on receipt of SSOE's invoice. If payment is not received by SSOE within 30 days from the invoice date, then Owner agrees to pay to SSOE a finance charge on the principal amount of the past-due amount of 1-1/2% per month. If the 1-1/2% per month exceeds the maximum interest allowed by law, the finance charge shall be automatically reduced to the maximum amount permitted by law. If the Project is suspended or abandoned in whole or in part for more than 3 months, SSOE shall be compensated for services performed prior to receipt of Owner's written notice of such suspension of abandonment. If the Project is resumed after being suspended for more than 3 months, SSOE's compensation shall be equitably adjusted. If the Scope of the Project is materially changed at any time, SSOE's compensation shall be equitably adjusted. The required use of any fee-based procurement / billing systems shall be a reimbursable expense included in SSOE Group's invoices at actual cost.

4. **Owner's Responsibility**: Owner shall provide SSOE in a timely fashion with full information regarding its requirements for the Project, including design objectives, system and site requirements. Owner represents and warrants to SSOE that the Project site has not, does not, and will not contain any pollutants or asbestos. When requested by SSOE, Owner shall promptly provide a legal description and a certified land survey of the Project site, together with all plans and specifications for any existing improvements located thereon. Owner shall also promptly furnish the services of soil engineers, geotechnical experts and other Consultants when required by SSOE, and such structural, mechanical, chemical, and other tests, inspections, and reports required by law or SSOE. Owner shall also promptly furnish all legal, accounting, and insurance services as may be necessary for the Project. The items furnished or provided by Owner under this paragraph shall be furnished or provided without cost or expense to SSOE. SSOE shall be entitled to rely upon the substance and completeness of items furnished, provided or represented by Owner under this paragraph in performing its professional services.

5. **SSOE's Responsibilities**: SSOE covenants and warrants that its professional services shall be performed with the degree of skill and care as is consistent with the degree of reasonable and ordinary skill and care currently and commonly exercised by a reputable member of the design profession in the state in which the Project is located under the same or similar circumstances. No other warranties, express or implied, are made or intended by this Agreement for, or actual performance of, any services performed by SSOE. SSOE shall not be responsible for the verification of the condition of any existing structure, equipment, or appliance except as expressly agreed to by SSOE in writing. SSOE shall provide only such observation or monitoring services at the Project site during construction as expressly agreed to by SSOE in writing. In no event shall SSOE have control or charge of, or be responsible for, and Owner shall fully indemnify and hold SSOE harmless with respect to any liability arising out of, construction means, methods, techniques, sequences and procedures, and safety precautions and programs in connection with, the construction work being performed for the Project and the persons or property associated with or affected by the same, and the acts and omissions of the Contractors, Subcontractors, and any other persons performing any construction work, and the failure of any of them to carry out the work in accordance with any construction Contract Documents. This paragraph shall apply continuously and is not limited to the working hours and encompasses all areas in, on, adjacent to, or near the Project site. It is also recognized that SSOE has no control over the cost of labor, materials, or equipment, over the Contractor's method of determining Project prices, or over competitive bidding, market or negotiating conditions. Accordingly, SSOE does not warrant or represent that bids or negotiated prices will not vary from any Project budget.

6. **Documents**: Drawings and specifications prepared by SSOE as instrument of service are and shall remain the property of SSOE whether the Project for which they were made is executed or not, and SSOE shall be deemed to be the author and shall retain all rights, including copyrights to such property. Owner shall be permitted to obtain copies of drawings and specifications solely for information and reference in connection with its use and occupancy of the Project. Drawings and specifications prepared by SSOE shall not be used by Owner on other projects or for additions to or completion of the Project except as agreed to in writing by SSOE. Submissions or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not construed as publication in derogation of SSOE's rights.

   a. With regard to documents provided to SSOE by Owner (or third party at the request of Owner), Owner certifies they have valid ownership/approval for use of all electronic files and documents given to SSOE, Inc., including drawings to be used in the development of design or construction drawing deliverables. Furthermore, Owner by transferring the documents to SSOE, is conferring rights of licensure (and/or ownership) to SSOE. Additionally, Owner will indemnify and hold SSOE harmless from all costs, expenses, and obligations, including but not limited to reasonable attorney fees, which may be brought against SSOE from it's use of the Owner (or third party at request of Owner) provided electronic files and documents.
b. SSOE, having made significant investment in development of proprietary 3D CADD technology, retains all rights and privileges associated with such technology. SSOE shall retain electronic model containing said technology and provide Owner with electronic drawings converted to Owner’s CADD standards sufficient to meet all project objectives and in a format that is usable to the Owner. Owner shall have an exclusive license to the electronic drawings provided to Owner.

7. **Arbitration:** All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, unless the parties mutually agree otherwise in writing. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by SSOE, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate or any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement, shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question which has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

8. **Insurance:** SSOE maintains workers’ compensation insurance as required by the laws of the various states where it has offices. In addition, SSOE maintains comprehensive general liability insurance with bodily injury and property damages, and automobile liability insurance with bodily injury and property damages. A Certificate of Insurance is available, upon written request by Owner, evidencing such coverage. Cost of the above coverage is included in SSOE’s fees for Basic Services. If additional coverage or increased limits of liability is required by Owner, SSOE will endeavor to obtain the additional insurance and Owner agrees to pay for any additional costs associated with additional coverage or increased limits.

9. **Limitation of Liability:** In recognition of the respective risks of the Owner and SSOE Inc. on the Project, the Owner agrees to the extent permitted by law, that SSOE’s total aggregate liability to the Owner, Contractors, Subcontractors, Material Suppliers, and any other persons, arising out of or related to SSOE’s acts, errors, omissions, negligence or breaches of this Agreement, whether such liability is based on Contract, tort or other legal or equitable grounds, shall not exceed SSOE’s total aggregate fees for Basic Services and any additional services under this Agreement. Owner agrees that in no event shall SSOE Inc. be liable to Owner, Contractors, Subcontractors, Materials Suppliers or any other persons for any special consequential, incidental, or indirect damages of any nature whatsoever. Owner further agrees to require any and all Contractors, Subcontractors, Material Suppliers, and other persons to include an identical limitation of SSOE's liability in their agreements concerning the Project.

In those circumstances where Owner directs and controls SSOE’s employee(s), and/or SSOE’s employee(s) at the direction of Owner, directs and controls others, Owner shall assume complete responsibility for the actions and events directly or indirectly resulting from Owner’s instructions and shall protect, defend, and hold harmless SSOE and its employee(s) from any and all costs and expenses, including attorney fees, related to or resulting from the instructions Owner gives to SSOE’s employee(s).

10. **Termination:** This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no default of the party initiating termination.

11. **Miscellaneous Provisions:** This Agreement shall be governed by the law of Ohio. As between the parties to this Agreement, as to acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than the relevant date of the substantial completion of the Project, and as to any acts or failures to act occurring after the relevant date of substantial completion, not later than the date of the final payment to the Prime Contractor. The Owner and SSOE waive all rights against each other, and against the Contractors, Subcontractors, Consultants, Agents and employees of the other, for damages covered by any property insurance. Prior to the commencement of any work, the Owner and SSOE shall each require appropriate similar waivers from their Contractors, Subcontractors, Consultants and Agents. The headings of the paragraphs of this Agreement are for convenience only and do not define, limit or construe the contents of such paragraphs.

12. **Successors and Assigns:** The Owner and SSOE, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of each other party with respect to all covenants of this Agreement. Neither the Owner nor SSOE shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

13. **Extent of Agreement:** This Agreement represents the entire and integrated agreement between the Owner and SSOE and supersedes all prior negotiations, representations or agreements, either written or oral, including, without limitation, any purchase orders or acceptance forms, notwithstanding any provision to the contrary contained therein. No terms or conditions of either party’s invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement regardless of the other party’s failure to object to such form. This Agreement may be amended only by written instrument signed by both SSOE and the Owner. The provisions of this Agreement are severable, and if any
provision of this Agreement, or the application of any provision of this Agreement to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this Agreement, shall not be affected thereby. Nothing contained herein shall be deemed to create any contractual relationship between SSOE and any Contractors, Subcontractors or Material Suppliers on the Project, nor shall anything in this Agreement be deemed to give any third party any claim or right of action against the Owner or SSOE which does not otherwise exist without regard to this Agreement.