CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of the minutes from the February 3, 2015 Regular Piqua City Commission Meeting

OLD BUSINESS

2. ORD. NO. 1-15 (3rd Reading)
   An Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse

3. ORD. NO. 3-15 (2nd Reading)
   An Ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule IV and Schedule VII of the Piqua Code, relating to four-way stop intersections and traffic control devices

NEW BUSINESS

4. RES. NO. R-24-15
   A Resolution authorizing a purchase order to Supreme Irrigation Inc. for the purchase and installation of a new irrigation control system for Echo Hills Golf Course

5. RES. NO. R-25-15
   A Resolution authorizing a purchase order with A-1 Reliable Services for the removal of dead Ash trees and stumps at the Echo Hills Golf Course

6. RES. NO. R-26-15
   A Resolution authorizing the Law Director to petition the Board of County Commissioners, Miami County, Ohio for a change in the boundary lines of Washington Township

7. RES. NO. R-27-15
   A Resolution authorizing a purchase order to Best Equipment Co. for the purchase of a Refuse Packer Truck

8. RES. NO. R-28-15
   A Resolution to award a contract to CDM Smith for the construction administration of the Off-Site Pipeline Project as part of the new Water Treatment Plant
9. RES. NO. R-29-15
   A Resolution to award a contract to J & J Schlaegel, Inc. for the Off-Site Pipeline Project as part of
   the new Water Treatment Plant

10. RES. NO. R-30-15
    A Resolution requesting authorization to enter into an agreement with Bowser-Morner, Inc. for the
    testing and observation services for the Off-Site Pipeline project as a part of the new Water
    Treatment Plant

MONTHLY REPORTS – DECEMBER 2014

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

CITY MANAGER’S REPORT

COMMISSIONERS COMMENT

ADJOURNMENT
MINUTES
PIQUA CITY COMMISSION
Tuesday, February 3, 2015 7:30 P.M.

Piqua City Commission met at 7:30 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Vice Mayor Vogt called the meeting to order. Also present were Commissioners Terry, Wilson, and Martin. Absent: Mayor Fess.

Moved by Commissioner Martin, seconded by Commissioner Terry, to excuse Mayor Fess from the Regular City Commission Meeting. Voice vote, Aye: Martin, Wilson, Terry, and Vogt. Nay, None.

REGULAR CITY COMMISSION MEETING

Consent Agenda

Approval of Minutes

Approval of the minutes from the January 20, 2015 Regular Piqua City Commission Meeting.

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

OLD BUSINESS

ORD. NO. 1-15 (2nd Reading)

An Ordinance amending Chapter 50 of the Piqua Code, relating to garbage and refuse

Amy Welker, Director of Health & Sanitation provided the Staff Report.

Ordinance No. 1-1-5 cleans up the language and aligns with current practices and cleans up the language, also adding language to prepare for the addition of curbside recycling as a service that will be offered by the Sanitation Department. The changes do not include any additional rate adjustments or fee increases, stated Ms. Welker.

Amendments include adding a definition of bulk items and limiting these items to 3 per week; definition of recyclable material and the requirement of the items to be placed in a container provided by the city which will remain the property of the city, and customers will be charged for replacement of the container if misused; clarifies yard waste is to be placed in paper biodegradable bags; also adds recyclables to the list of items that are not to be tampered with once they are placed out for pickup by customers.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 1-15.

Several questions were raised by Commissioners concerning the type and size of the new carts, can the current red recycling bins still be used, and if smaller carts would be available.

Ms. Welker answered all questions.

Ordinance No. 1-15 was given a Second Reading.
ORD. NO. 2-15 (2nd Reading)

An Ordinance authorizing the issuance of $165,000 of Bonds for the purpose of paying part of the cost of a building known as the Zollinger Building and associated interests in real property

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

The City of Piqua has declared the necessity of the Zollinger building and associated interests in real property for future development. The City wishes to issue and sell bonds for the purpose of paying part of the cost of the Project, and estimates the life of the improvements at least 5 years, and certifies the maximum maturity of the bonds issued for thirty (30) years, stated Ms. Holtzapple.

Moved by Commissioner Terry, seconded by Commissioner Martin, that the rule requiring the Ordinance to be read fully and distinctly on three separate days be suspended. Voice vote, Aye: Martin, Wilson, Terry, and Vogt. Nay: None. Motion carried unanimously.

Moved by Commissioner Terry, seconded by Commissioner Wilson, that Ordinance No. 2-15 be adopted. Roll call, Aye: Vogt, Martin, Wilson, and Terry. Nay: None. Motion carried unanimously. Vice Mayor Vogt then declared Ordinance No. 2-15 adopted.

NEW BUSINESS

ORD. NO. 3-15 (1ST READING)

An Ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule IV and Schedule VII of the Piqua Code, relating to four-way stop intersections and traffic control devices

City Engineer, Amy Havenar provided the Staff Report.

In May of 2012, the City was notified of our award of a Safe Routes to School (SRTS) grant for the construction of infrastructure projects around the Piqua Junior High School site, Washington Intermediate School site, and the Wilder Intermediate School site. As a part of these construction improvements, there will be modifications to the traffic control devices within the project limits. The following areas will be modified:

- Park Avenue & Westview Drive – Convert from 2-way stop to a 4-way stop.
- Park Avenue & Parkway Drive – Convert from 2-way stop to a 4-way stop.
- College Street & Ash Street – Remove existing traffic signal and make a 2-way stop with Ash Street being the stop street.
- College Street & Greene Street – Remove existing traffic signal and make a 2-way stop with Greene Street being the stop street.
- College Street & North Street – Remove existing traffic signal and make a 2-way stop with North Street being the stop street.
- Broadway & North Street – Remove existing traffic signal and make a 2-way stop with North Street being the stop street.
- Downing Street and W. High Street – Remove the existing traffic signal and make a 4-way stop.
- Downing Street and Ash Street – Remove existing traffic signal and make a 4-way stop.

All of these intersections were evaluated as a part of the Intersection Improvements Study and as a part of the Safe Routes to School design. While the Safe Routes to School Project is not scheduled to be constructed until this summer, we are bringing this ordinance before Commission at this time due to the lengthy timeframe that it takes to remove a signal.

Commissioners raised several questions concerning the removal of the Traffic Signal at Broadway and North Streets due to the close proximity of the Piqua Catholic North Street School Campus. Commissioners stated they would like to see a 4-way stop at Broadway and North St.
City Engineer, Amy Havenar explained how the rectangular rapid flashing beacons would work, stating they are very attention grabbing.

City Manager Huff explained the reason for the removal of the traffic signals, further stating the Commission approved the Transportation Plan previously which covered the removal of traffic signals.

Commissioner Terry asked if the Safe Routes to School Program and the grant money would be affected if the City did not follow the guidelines they had set in place. Law Director Stacy Wall provided additional information regarding the use of the grant money.

City Manager Huff stated it is the responsibility of the City to make sure the city streets are safe for travel.

PUBLIC COMMENT

Jim McMaken, Miami County YMCA Director, came forward and voiced his concern about removing the traffic signals at Downing and High Streets. The YMCA utilizes the buildings on three of the four corners and have children and adults crossing between buildings at all times. Mr. McMaken stated he would like to see a 4-way stop instead of a 2-way stop put in at High and Downing Streets with possibly a bump-out curb to slow traffic down in the area. A detailed email was sent to all Commissioners outlining his request, stated Mr. McMaken.

Commissioner Terry asked if the curb bump-out could be totally cement without any landscape in them? City Engineer Amy Havenar provided additional information.

Don Kuchata, Walker Street, came forward and voiced his concern about the removal of the traffic signals on College Street and at North and Broadway. Mr. Kuchata is worried about the weekend traffic with people attending Church and not being able to cross the streets safely. There have been numerous accidents at College and Ash Streets, and Mr. Kuchata feels removing the traffic signals will cause more accidents, and asked if the Police Department could look at the intersection.

Ordinance No. 3-15 was given a First Reading.

RES. NO. R-20-15

A Resolution requesting authorization to enter into an agreement with Bowser-Momer, Inc. for the testing and observation services for the new Water Treatment Plant project

Assistant Water Plant Superintendent, Bob Jennings provided the Staff Report.

As a part of the construction of the New Water Treatment Plant, the City is responsible for contracting with a consultant to provide the necessary testing and observation services for a variety of the components associated with the construction of the new Water Treatment Plant as per the specifications. A few of those services are as follows:

- Quality Control
- Earthwork
- Trenching, Backfill & Compaction
- Unit Masonry
- Reinforcing Steel
- Cast-in-Place Concrete
- Asphalt Pavement
- Structural Steel

After soliciting for Request for Qualifications (RFQ’s), Bowser-Morner, Inc. was selected to provide a Technical Proposal for the engineering design services.
Commissioner Vogt asked if Bower-Morner has been used before in the city projects.

City Engineer, Amy Havenar stated all of the projects completed by the Engineering Department have used Bower-Morner, and the Piqua City Schools are using them for the new School buildings.

**Public Comment**

No one came forward to speak for or against Resolution No. R-20-15.


**RES. NO. R-21-15**

A Resolution acquiring the services of Power System engineering, Inc. to provide Professional Engineering Services for the City.

Assistant Power Systems Director, Nick Berger provided the Staff Report.

Over the past several years, the power system has invested a significant amount of time and money in a variety of technologies. These technologies not only increase the reliability of our utility but also enhance the day-to-day effectiveness of our operations. Through these advancements, the power system has the ability to enter in new technology markets like Advanced Meter Infrastructure (AMI), and Distribution Automation and Substation Modernization. However, it is important these new capabilities integrate with our existing operations. It is also important to develop a strategic implementation plan that will prioritize future technologies.

Power System Engineering, Inc. (PSE) has developed a technology work plan proposal tailored to our situation and identified needs. PSE’s staff has the expertise and the experience in a variety of areas including: utility strategic planning, hands-on technology solutions for SCADA, distribution automation, system integration, substation automation, AMI, GIS, OMS, and meter data management systems. The power system has requested PSE to present their final plan during the June energy board meeting.

**Public Comment**

No one came forward to speak for or against Resolution No. R-21-15.


**RES. NO. R-22-15**

A resolution awarding a contract to Niagara Transformer Corporation for the purchase of a transformer for the Power System

Assistant Power Systems Director, Nick Berger provided the Staff Report.

Each year the Power System solicits bids to replenish transformer inventory. Bids were received from two vendors for a replacement transformer for the induction furnace transformer at Champion Foundry on January 13, 2015. As is standard procedure, the bids were evaluated on a present value basis for the total cost to own and operate over a twenty-five year expected life. This evaluation considers not only the initial cost but also the operational cost associated with the transformer core and winding losses, stated Mr. Berger.
The existing transformer at Champion Foundry has no back-up. It was purchased as a used emergency replacement in May of 2010 and was manufactured in 1977. Once the replacement transformer is received and installed; the existing transformer will serve as an emergency back-up. Niagara Transformer Corp. was the successful bidder for a replacement transformer for Champion Foundry’s induction furnace transformer at a cost of $92,090, stated Mr. Berger.

Public Comment

No one came forward to speak for or against Resolution No. R-22-15.


RES. NO. R-23-15

A Resolution awarding a contract to Ermco for the purchase of transformers for the Power System

Assistant Power Systems Director, Nick Berger provided the Staff Report.

Each year the Power System solicits bids to replenish transformer inventory. On January 23, 2015 bids were received from six vendors for transformers of various sizes, voltages, and quantities, said Mr. Berger. As is standard procedure, the bids were evaluated on a present value basis for the total cost to own and operate over a twenty-five year expected life. This evaluation considers not only the initial cost but also the operational cost associated with the transformer core and winding losses. The lowest and best bid was received from Ermco for three (3) transformers totaling $52,542, stated Mr. Berger.

Public Comment

No one came forward to speak for or against Resolution No. R-23-15


PUBLIC COMMENT

No one came forward to speak at this time.

City Manager’s Report

Assistant City Manager/Economic Development Director Justin Sommer introduced the new Development Program Director Nikki Reese. Ms. Reese thanked the City of Piqua for giving her the opportunity, and provided a brief overview of her background.

City Manager Huff announced the City Commission would have a Work Session on Thursday February 12, 2015 at 7:30 P.M. in the Commission Chambers in the Municipal Government Complex. Topics include: Wastewater Treatment Plant Update; Economic Development Update; Plaza Curfew Restrictions; and Hunting Regulations.

Commissioners Comments

Commissioner Wilson congratulated Mike Gutmann on receiving the Order of George Award.

Commissioner Wilson reminded citizen they can contact Commissioners either by a letter, telephone, or email to voice their concerns and comments.
Commissioner Martin inquired if the City Commissioner’s telephone numbers were listed on the City’s Facebook Page? City Manager Huff stated no, but they are listed in all of the publications.

Commissioner Vogt stated the City Commissioners do not always agree on all of the items before them. However, Commissioner Vogt feels they do a good job on discussing the pros and cons to arrive at the answers, and he is very proud of the City Commission and how they work together.

Moved by Commissioner Martin, seconded by Commissioner Terry, to adjourn from the Regular Commission Meeting at 8:30 P.M. Voice vote, Aye: Martin, Wilson, Terry, and Vogt. Nay: None.

WILLIAM D. VOGT, VICE MAYOR

PASSED: ______________________

ATTEST: ______________________

REBECCA J. COOL
CLERK OF COMMISSION
ORDINANCE NO. 1-15

AN ORDINANCE AMENDING CHAPTER 50 OF THE PIQUA CODE, RELATING TO GARBAGE AND REFUSE

BE IT ORDANINED by the Commission of the City Of Piqua, Miami County, Ohio, the majority of all members elected and appointed thereto concurring, that:

SEC. 1: Chapter 50 of the Piqua Code is hereby amended to read as follows (with deletions lined out and additions underlined):

GARBAGE AND REFUSE

§ 50.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

BOARD. The Board of County Commissioners of Miami County, Ohio, consisting of three members chosen as provided in R.C. Chapter 305.

BUILDING CONSTRUCTION WASTE. Discarded or unused materials used in the construction of structures and other improvements to real property.

BULK ITEMS. Discarded appliances, furniture, and other household items that are too large to fit inside a garbage container. Does not include building construction waste, items longer than 6 feet in length, or items too heavy to be easily lifted by the collection crew.

COLLECTION. The process of picking up and transporting solid waste from the point of disposition to the point of its ultimate disposal.

COMMERCIAL HAULERS. Any person, firm or corporation who, for profit, collects or transports solid waste to disposal sites, and when not operating solely under a contract with the city to transport solid waste (collected by the city) from the transfer station.

DISPOSAL SITE. Any site area used by a customer for the disposal of garbage, refuse, or recyclable materials. Solid waste in any form either within or outside of the city.

DISTRICT. The Miami County Garbage and Refuse Disposal District No. 1 as that district is described in the records of the Board of County Commissioners of Miami County, and in § 50.20, and as the district may be amended from time to time. The district is now comprised of all the unincorporated area of Miami County and the municipalities of Troy and Piqua, Ohio.

GARBAGE. Shall include the following:

(1) Discarded animal and vegetable organic matter.
(2) All putrescible wastes from public, private and residential structures.

(3) Garbage does not include hazardous waste, recognizable industrial byproducts, non-combustibles, rubbish or building construction waste.

HAZARDOUS WASTE. The waste as defined in R.C. § 3734.01(J);

INCINERATORS. Structures built and containing furnaces, machinery and equipment for the destruction, by burning, of solid waste with maximum reduction of volume and a minimum of air pollution, other than for domestic or residential use.

INDIVIDUAL HAULERS. Persons, firms or corporations using vehicles either owned by them, rented or leased by them, either with drivers or for their use by themselves or by their employees on an occasional basis for the purpose of transporting solid waste produced by them to a point of disposal off their own premises.

LANDFILLS. Open areas of ground used for the disposal of solid waste fitting one of the following descriptions (but not including the transfer station).

(1) DUMP. An open area of ground used for the disposal of solid waste by miscellaneous dumping.

(2) INCINERATOR LANDFILL. An open area of ground used for the disposal of sterile ash from an incinerator and for the disposal of non-combustible waste, containing no putrescible material, which cannot be reduced in a volume by incineration.

(3) SANITARY LANDFILL. An open area of ground used for the disposal of solid waste where material is deposited under controlled conditions.

NON-COMBUSTIBLES. Garbage or refuse which will not reduce to ash within 45 minutes at a temperature of 1,800 F. when properly mixed with oxygen from the air for the purpose of burning tree stumps and materials in the nature of earth, sand, bricks, stones, plaster, ashes and other substances which may accumulate as a result of building construction or demolition.

PUBLIC HEALTH DEPARTMENT. The public health department having jurisdiction in the geographical area appropriate to the rule under discussion.

RECYCLABLE MATERIALS. Materials as determined by the Health & Sanitation Director to be easily reused or repurposed, and be suitable for collection and separation from regular household solid waste to be diverted from the landfill.

REFUSE. Shall include the following.

(1) Discarded non-organic materials generated from commercial, industrial and/or residential sources within the city which are of a size and weight suitable for containment in receptacles designated for garbage and refuse.
(2) Refuse shall not include liquids or hazardous wastes, recognizable industrial by-products, non-combustibles or building construction waste.

**SANITARY ENGINEER.** The Sanitary Engineer of Miami County, appointed by the Board of County Commissioners of Miami County, Ohio, or its duly authorized or appointed assistants acting in its behalf or stead.

**SOLID WASTE.** Garbage and refuse other than liquids.

**TRANSFER STATION.** A site owned or leased by the city where solids waste is deposited by city personnel for pick-up and removed by a person, firm, or corporation under contract with the city.

('97 Code, § 55.01) (Ord. C-686, passed 1-2-51; Am. Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89)

§ 50.02 GARBAGE AND RECYCLING RECEPTACLE REQUIRED.

(A) No owner, tenant, or lessee of any public or private premises shall permit to accumulate upon his or her premises any refuse, except in covered containers which shall be substantially constructed and in such manner so as to be easily lifted by the refuse collectors.

('97 Code, § 55.02)

(B) The covered containers shall be constructed of metal or heavy gauge plastic, with two handles and in such a manner as to be strong, easily lifted, not easily corrodible, rodent-proof, and shall have a capacity of not more than 27 32 gallons (no garbage can) and have tight covers, same to be in place at all times, except when garbage is being deposited therein, or removed therefrom. The container contents shall not in any case exceed 75 pounds in weight.

(C) Recyclable materials shall be placed in containers which may be provided by the City and, if so provided, said containers shall be and remain the property of the City and remain with the residence, regardless of owner or tenant. Any misuse or destruction of said containers shall subject the person responsible to replacement costs. Should the containers become lost or unusable, they may be replaced by notifying the City of Piqua. The City is authorized to charge a replacement fee in accordance with rules and regulations of the City of Piqua.

('97 Code, § 55.03) (Ord. C-686, passed 1-2-51; Am. Ord. 49-89, passed 8-7-89) **Penalty, see § 50.99**

§ 50.03 UNCOLLECTIBLE GARBAGE.

(A) No garbage and refuse shall be collected by the city unless it is placed in waste containers or plastic bags and placed in the proximity of the street or alley or other convenient place for collection as determined by the City Sanitation Department Foreman. However, the Sanitation Foreperson may collect garbage and refuse at locations other than in the proximity of the street or alley in hardship cases. Hardship cases are cases in which the Sanitation Foreperson determines there is no able-bodied person in the household.
(B) Garbage and refuse may be collected by the city other than in the proximity of the street or alley in non-hardship cases by the customer paying a charge in addition to the charge set forth in § 50.07 in the amount of $2 per month.

(C) All twigs, branches, limbs and other trimmings of trees and bushes shall not be collected unless the trimmings are less than six feet in length and less than four inches in diameter, tied into bundles no larger than 24 inches in diameter.

(D) No garbage, refuse or non-combustibles transported into the city from outside the corporate limits shall be collected.

(E) Yard Waste will only be collected if placed loose in cans or in paper biodegradable bags.

('97 Code, § 55.04) (Ord. 59-78, passed 2-5-79; Am. Ord. 54-79, passed 8-20-70; Am. Ord. 49-89, passed 8-7-89)

§ 50.04 PERMIT REQUIRED FOR COLLECTION; FEE.

(A) No commercial hauler who does not possess a permit shall collect, transport, or dispose of garbage or refuse within the city, other than a person, firm or corporation solely when operating under the contract with the city to remove solid waste (collected by the city) from the transfer station.

(B) This permit shall be issued only by the City Manager or his or her duly authorized agent and only upon payment of an annual fee of $10. The holder of this permit shall comply with all of the provisions and terms of this chapter.

('97 Code, § 55.05) (Ord. 59-78, passed 2-5-79; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89) Penalty, see § 50.99

§ 50.05 PRIVATE DISPOSAL PROHIBITED.

The disposal of garbage or refuse in any quantity by an individual or an establishment is prohibited in any public or private place within the city limits.

('97 Code, § 55.06) (Ord. C-686, passed 1-2-51; Am. Ord. 32-87, passed 7-27-87; Am. Ord. 49-89, passed 8-7-89) Penalty, see § 50.99

§ 50.06 TAMPERING WITH REFUSE PROHIBITED.

(A) All garbage, refuse, recyclables and other materials on disposal sites, including the transfer station, are the property of the city.

(B) No person shall be allowed to separate and collect, carry off, or dispose of materials on disposal sites including the transfer station, except under the direction of the City Manager or except by contract with the city. In addition, the provisions of division (B) hereof shall not apply to any law enforcement officer or fire investigator in the performance of his or her official duties.
§ 50.07 GARBAGE COLLECTION RATES; PERMITS.

(A) (1) The collection of garbage and refuse from houses, buildings, and premises for residential purposes shall be in the amount of $12.99 for 2007, $14.16 for 2008, $15.30 for 2009 per month for cans or bags not to exceed 27 3/2 gallons, or any other containers approved by the Sanitation Department. There shall be an additional monthly charge of $2.66 for 2007, $2.90 for 2008, $3.13 for 2009 for recycling costs incurred by the city. The current fees shall remain in effect until changed. No more than six bags or cans of refuse and six cans or bags of leaves or grass will be collected per week without additional charges. No householder within the city limits shall be exempt from the provisions of this section without obtaining a special waiver pursuant to (B) below.

(2) The term HOUSEHOLDER shall mean the head of a family or one maintaining his or her separate living room or quarters on the premises, and shall include owners, tenants, and occupants of all premises.

(B) Special waivers of compliance with (A) above may be granted at the utility collection office to the following. Special waivers may be subject to revocation without notice.

(1) Owners of buildings containing four or more apartment units, and who have in force a contract with a commercial hauler to collect garbage and refuse from the apartment units.

(2) Commercial or business accounts who have in force a contract with a commercial hauler to collect garbage and refuse from the commercial or business establishments.

(3) Participants in the Senior Discount Program. The Senior Discount Program shall be for householders who reside in the city and who are 62 years of age and older or disabled, or who have other hardship reasons approved by the Sanitation Department and also meet income guidelines as established by the Utility Billing Office. The rate for the program shall be 50% of the standard refuse rate as established in division (A) plus a recycling rate which shall be 30% of the standard recycling rate as established in division (A).

(4) Owners of single-family residences which remain unoccupied during vacations for a minimum of two months subject to appropriate receipt of notice and approval by the utility office.

(C) The collection of garbage and refuse and recycling from commercial establishments shall be on the basis of the amount of refuse and garbage materials collected as follows.

(1) For each container or part thereof not exceeding 27 3/2 gallons or 75 pounds, whichever is greater, the charge shall be $3.17 for 2007, $3.46 for 2008, $3.74 for 2009 per container, to be billed monthly at a minimum monthly charge of $14.63 for 2007, $15.95 for 2008, $17.23 for 2009. In addition a charge of $3.13 per month for recycling shall be included.
(2) A record of the number of containers shall be maintained by garbage and refuse collectors. Garbage and refuse must be placed in containers to comply with the specifications for garbage and refuse containers herein.

(3) Collection of fees shall be made by the Utilities Department as a separate item on each utility bill. The fees shall be assessed against the person or firm in whose name the utility bill is listed.

(D) Rubbish as defined in §50.01 and discarded appliances Bulk items shall only be collected when placed at normal trash collection points on the regular collection day at specific times during the year as designated by the Utilities Department. Discarded appliances, furniture, and other large items not suitable for regular trash collections will be collected on a call-in basis at times designated by the Sanitation Department. Such items shall be collected at the discretion of the Sanitation Department in reasonable amounts not to exceed 3 bulk items in one week. Excessive amounts of bulk items placed out for collection may incur additional charges based on the disposal cost.

(E) Garbage and refuse may be collected at locations outside the city limits when feasible, at a rate of 150% of the rates listed in divisions (A) and (C) above, except that recycling costs shall be uniform inside and outside the city limits.

(F) A delayed payment charge of 5% of each month’s fee shall be added to the month’s billing if not paid within the net payable date of the monthly statement.

(G) Commercial haulers operating within the city limits shall purchase a permit from the Health Department at an annual fee of $10. All vehicles owned and operated by commercial haulers shall be made available to the Health Department for inspection at such times as the Department shall determine. No commercial hauler shall fail to comply with all applicable rules, regulations, or ordinances of the city.

(‘97 Code, §55.08) (Ord. 7-59, passed 2-16-59; Am. Ord. 15-94, passed 3-21-94; Am. Ord. 53-94, passed 11-21-94; Am. Ord. 15-96, passed 3-18-96; Am. Ord. 11-02, passed 5-20-02; Am. Ord. 3-05, passed 4-4-05; Am. Ord. 32-06, passed 1-2-07; Am. Res. R-12-07, passed 1-16-07; Am. Ord. 12-10, passed 6-1-10) Penalty, see §50.99

§50.08 UNCOLLECTED GARBAGE DECLARED A NUISANCE.

(A) No garbage or refuse shall be collected from any premises where the owner or lessee is in arrears for a period of one month. Fermenting, putrefying, or odoriferous garbage in containers uncollected or dumped in the open due to failure to pay garbage fees shall be declared a nuisance, and the person or persons responsible shall be liable to prosecution under the provisions of R.C. § 3767.13.

(‘97 Code, §55.09)

(B) No person, firm or corporation shall permit the accumulation or collection on his, her or its premises of any garbage, refuse, non-combustibles, hazardous waste or solid waste which was not generated on said premises.
DISPOSAL OF SOLID WASTE

§ 50.20 ESTABLISHMENT OF DISPOSAL DISTRICT NUMBER ONE.

The Commission authorizes the Board of County Commissioners to lay out, establish, and maintain the Miami County Garbage and Refuse Disposal District Number One, and to include therein, in addition to other lots and lands, all lots and lands within the corporate limits of the city.

§ 50.21 HAULING PERMIT REQUIRED.

It shall be unlawful for any person, firm or corporation to engage in the business of collecting, hauling, or transporting through, over, or upon the public streets and ways of the city, any solid waste, without obtaining a license or permit to do so from the office of the Sanitary Engineer, Miami County Incinerator, Troy, Ohio 45373. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

§ 50.22 COMPLIANCE WITH HAULING REGULATIONS.

It shall be unlawful for any commercial hauler or individual hauler to haul or transport through, over, or upon the public streets and ways of the city, any garbage, rubbish, or refuse unless the garbage, rubbish, or refuse is hauled to the Miami County Incinerator Transfer Station and is hauled in conformance with the rules and regulations of disposal of solid wastes in Miami County Garbage and Refuse Disposal District Number One adopted by the Miami County Commissioners. This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

§ 50.23 INCINERATOR.

(A) It shall be unlawful for any person, firm or corporation to operate an incinerator within the city unless the incinerator meets the federal, state, or local ordinances for solid or smoke emission from incinerators, and in no instance shall the solid and smoke emission exceed the following standards:

1. Solids: 0.85 pounds per 1,000 pounds of gas, corrected to 15% CO₂.
(2) Smoke: Ringlemann Number Two for no more than 60 minutes in 24 hours.

(‘97 Code, § 55.18) (Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89)

(B) It shall be unlawful for any person, firm or corporation to construct an incinerator within the city until the plans and specifications for it are submitted to and approved by the sanitary engineer and the city engineer.

(‘97 Code, § 55.19) Penalty, see § 50.99

§ 50.24 COVERED VEHICLE REQUIRED FOR HAULING.

It shall be unlawful for any person, firm or corporation to haul or transport any waste, refuse, trash, or garbage in an form within the city in a vehicle not fitted with a tight cover or not constructed in such a manner as to prevent the escape of any portion of the load being transported, no matter how minute.

(‘97 Code, § 55.20) (Ord. 40-68, passed 11-4-68; Am. Ord. 49-89, passed 8-7-89) Penalty, see § 50.99

§ 50.25 HAULING GARBAGE TO LOCATION OUTSIDE CITY PROHIBITED.

(A) It shall be unlawful for any commercial hauler to haul or transport any waste, refuse, trash, or garbage in any form from a point within the city to any point outside of Miami County.

(B) In the event of an emergency such as, but not limited to, a truck breakdown or driver illness, the provisions of this section shall not apply if the commercial hauler notifies the office of the City Police Department of the emergency prior to the removal from the county of the waste, trash, or garbage.

(Ord. 40-68, passed 11-4-68; Am. Ord. 56-69, passed 12-1-69)

(C) This section shall not apply to any person, firm or corporation solely when operating under contract with the city to remove solid waste (collected by the city) from the transfer station.

(Ord. 49-89, passed 8-7-89)

(‘97 Code, § 55.21) Penalty, see § 50.99

§ 50.99 PENALTY.

Whoever violates any provisions of this chapter shall be punished as provided in § 10.99. Each day’s violation shall constitute a separate offense.
SEC. 2: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

1st Reading 1-20-2015
2nd Reading 2-03-2015

_____________________________
LUCINDA L. FESS, MAYOR

PASSED: ______________________
ATTEST: ______________________
    REBECCA J. COOL
    CLERK OF COMMISSION
## Commission Agenda

### Staff Report

**MEETING DATE**

- January 20, 2015
- February 3, 2015
- February 17, 2015

**REPORT TITLE**

An ordinance amending chapter 50 of the Piqua Code, relating to garbage and refuse

**SUBMITTED BY**

Name & Title: Amy Welker, RS  Director of Health & Sanitation
Department:  Sanitation

**AGENDA CLASSIFICATION**

- ☑ Consent
- ☒ Ordinance
- ☐ Resolution
- ☐ Regular

**APPROVALS/REVIEWS**

- ☑ City Manager
- ☐ Asst. City Manager/Finance
- ☑ Asst. City Manager/Development
- ☑ Law Director
- ☑ Department Director;
- ☐ Other:

**BACKGROUND**

(Includes description, background, and justification)

Amending the ordinance to more closely align with current practices and clean up language. Also, adding language to prepare for the addition of curbside recycling as a service offered by the Sanitation department. Includes language to address recycling containers to be provided by the city. The changes do NOT include any rate adjustment or fee increases.

Amendments include, adding a definition of bulk item and limiting these items to 3 per week. The current practice is to limit bulk items to a reasonable amount and to charge for excessive piles. This practice will continue.

Adds a definition of recyclable materials and requires those materials be in a container. When the city provides such a container for use by customers, it will remain the property of the city. The ordinance also allows customers to be charged for replacement of the container if they misuse it.

Clarifies that yard waste is to be placed in paper biodegradable bags; plastic garbage bags are not allowed at the compost facility per the EPA. Customers have been notified of this change in the Spirit newsletter and through social media.

Adds recyclables to the list of items that are not to be tampered with once placed out for pick-up by customers. These items become the property of the city.

**BUDGETING AND FINANCIAL IMPACT**

Budgeted $:

Expenditure $:

Source of Funds:
<table>
<thead>
<tr>
<th>(Includes project costs and funding sources)</th>
<th><strong>Narrative:</strong></th>
<th>No impact to the budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPTIONS</strong> (Include Deny /Approval Option)</td>
<td>1. Pass the ordinance to update Chapter 50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Do not pass the ordinance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Provide further direction to staff</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.</td>
<td></td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>First reading Jan. 20, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Second reading Feb. 3, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Third reading Feb. 17, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Recycling service to begin May 1, 2015</td>
<td></td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Pass the ordinance to amend Chapter 50.</td>
<td></td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ORDINANCE NO. 3-15

AN ORDINANCE AMENDING SECTION 77.01 – TRAFFIC SCHEDULES ADOPTED, SCHEDULE IV AND SCHEDULE VII OF THE PIQUA CODE, RELATING TO FOUR-WAY STOP INTERSECTIONS AND TRAFFIC CONTROL DEVICES

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

SEC. 1: Section 77.01 of the Piqua Code, Schedule IV – FOUR-WAY STOP INTERSECTION, is hereby amended to ADD the following:

PARK AVENUE & WESTVIEW DRIVE
PARK AVENUE & PARKWAY DRIVE
DOWNING STREET & W. HIGH STREET
DOWNING STREET & ASH STREET

and; Section 77.01 of the Piqua Code, Schedule VII – TRAFFIC CONTROL DEVICES, is hereby amended to DELETE the following:

COLLEGE STREET & ASH STREET
COLLEGE STREET & GREENE STREET
COLLEGE STREET & NORTH STREET
BROADWAY & NORTH STREET
DOWNING STREET & W. HIGH STREET
DOWNING STREET & ASH STREET

SEC. 2: Section 77.01 of the Piqua Code, Schedule IV Four-way Stop Intersection and Schedule VII Traffic Control Devices, is hereby amended to revise the designation of the intersections;

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

1st Reading 2-03-2015

___________________________________
LUCINDA L. FESS, MAYOR

PASSED: ___________________________

ATTEST: ___________________________
REBECCA J. COOL
CLERK OF COMMISSION
An ordinance amending Section 77.01 – Traffic Schedules Adopted, Schedule IV and Schedule VII of the Piqua Code, relating to four-way stop intersections and traffic control devices.

Name & Title: Amy Havenar, P.E., City Engineer
Department: Engineering

In May of 2012, the City was notified of our award of a Safe Routes to School (SRTS) grant for the construction of infrastructure projects around the Piqua Junior High School site, Washington Intermediate School site, and the Wilder Intermediate School site. As a part of these construction improvements, there will be modifications to the traffic control devices within the project limits. The following areas will be modified:

- Park Avenue & Westview Drive – Convert from 2-way stop to a 4-way stop.
- Park Avenue & Parkway Drive – Convert from 2-way stop to a 4-way stop.
- College Street & Ash Street – Remove existing traffic signal and make a 2-way stop with Ash Street being the stop street.
- College Street & Greene Street – Remove existing traffic signal and make a 2-way stop with Greene Street being the stop street.
- College Street & North Street – Remove existing traffic signal and make a 2-way stop with North Street being the stop street.
- Broadway & North Street – Remove existing traffic signal and make a 2-way stop with North Street being the stop street.
- Downing Street and W. High Street – Remove the existing traffic signal and make a 4-way stop.
- Downing Street and Ash Street – Remove existing traffic signal and make a 4-way stop.

All of these intersections were evaluated as a part of the Intersection Improvements Study and as a part of the Safe Routes to School design. While the Safe Routes to School Project is not scheduled to be constructed until this summer, we are bringing this ordinance before Commission at this time due to
the lengthy timeframe that it takes to remove a signal.

<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted $: $0</td>
</tr>
<tr>
<td>Expenditure $: $0</td>
</tr>
<tr>
<td>Source of Funds:</td>
</tr>
<tr>
<td><strong>Narrative</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONS (Include Deny /Approval Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve the ordinance to amend Section 77.01, Schedule IV and Schedule VII of the Piqua Code relating to four-way stop intersections and traffic control devices.</td>
</tr>
<tr>
<td>2. Do not approve the ordinance and keep the intersections as they currently exist.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>All work will follow the ODOT guidelines for Traffic Signal Removals and will occur concurrently with the construction of the Safe Routes to Schools Project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the ordinance to allow for the proposed modifications to the various intersections as a part of the Safe Routes to Schools Project.</td>
</tr>
</tbody>
</table>

| ATTACHMENTS |
RESOLUTION NO. R-24-15

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO SUPREME IRRIGATION INC. FOR THE PURCHASE AND INSTALLATION OF A NEW IRRIGATION CONTROL SYSTEM FOR ECHO HILLS GOLF COURSE

WHEREAS, the present operations of the City require the purchase and installation of a new irrigation control system for the Echo Hills Golf Course to replace equipment as old as 1988; and

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-8-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Echo Hills Golf Course irrigation control system;

WHEREAS, after proper advertisement, bids were opened resulting in the tabulation of bids as listed in 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 for said equipment is hereby awarded to Supreme Irrigation Inc. as the best, responsible bidder and the City Manager is hereby authorized to execute a purchase order with said bidders pursuant to bid specifications;

SEC. 2: The Finance Director 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 $76,102.00;

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
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>Tuesday, February 17, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO SUPREME IRRIGATION INC. FOR THE PURCHASE AND INSTALLATION OF A NEW IRRIGATION CONTROL SYSTEM FOR ECHO HILLS GOLF COURSE</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director  
Department: Finance 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 | Bids were taken on February 5, 2015 and 8 bids were received. The best and lowest bid overall is being recommended for award with the bid tabulation attached for your reference. Our old equipment dated back as far as 1988 and we are no longer able to find parts to maintain it. We plan to keep our existing control panel in case it is needed for future repairs.

The work will include the purchase and installation of the control system only, no new pipelines will be going in at this time. Basically, we are upgrading the communication system between the central control site to the field satellites.

Also included is one additional year of warranty. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted$: In total, $80,000 is budgeted  
Expenditure$: $76,102.00  
Source of Funds: Fund 409  
Narrative: We have been holding our system together with old replacement parts. At this time, parts are no longer available unless we find old parts from another golf course. |
| OPTIONS | 1. Approve Resolution R-24-15 authorizing the purchase and installation of the new irrigation control system.  
2. Do not approve the Resolution and advise staff of alternatives. |
<p>| PROJECT TIMELINE | This purchase would occur right away as our golf course superintendent, Mr. Kirt Huemmer, will need this equipment for upkeep of the course this Spring. |</p>
<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
<th>We had five companies submit a total of 8 bids. Mr. Kirt Huemmer has thoroughly reviewed the specifications of the bids submitted and his recommendation is the Toro Lynx CE with VP Satellite System from Supreme Irrigation Inc. This Toro system is top of the line and we can keep our spare parts from our current system to use for repairs if needed in the future.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENTS</td>
<td>IFB # 1505 Bid Tabulation</td>
</tr>
</tbody>
</table>
### EXHIBIT "A"

**Echo Hills Golf Course, Piqua, Ohio**  
**Golf Irrigation System - IFB #1505**  
Opened 2/5/15 at 2:00 p.m.

<table>
<thead>
<tr>
<th>Amount to provide all labor, materials and equipment of one irrigation control system and field satellites at the Echo Hills Golf Course per specs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bid #1</strong></td>
</tr>
<tr>
<td>Toro CE</td>
</tr>
<tr>
<td>Network VP</td>
</tr>
<tr>
<td>$75,750.00</td>
</tr>
</tbody>
</table>

**Optional cost for 1 additional year of warranty**

| $2,190.00 | $2,675.00 | $2,950.00 | $2,400.00 | $2,675.00 | $2,190.00 | $5,000.00 | $2,190.00 |

**Optional cost for 3 additional years of warranty**

| $6,570.00 | $6,975.00 | $7,560.00 | $7,200.00 | $6,875.00 | $6,370.00 | $12,000.00 | $6,327.00 |

**Anticipated delivery & installation**

<table>
<thead>
<tr>
<th># of days after placing order</th>
<th>Deduct $5467</th>
<th>Deduct $4500</th>
<th>Deduct $2000</th>
<th>Deduct $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toro Lynx</td>
<td>for Toro Lynx</td>
<td>for Rainbird Mi</td>
<td>for trade in of existing satellites</td>
<td>for trade in of existing VP</td>
</tr>
<tr>
<td>Mobile Option</td>
<td>Mobile Controller</td>
<td>Mobile Controller</td>
<td>and Central</td>
<td>Satellite</td>
</tr>
</tbody>
</table>

**System to remain winterized prior to and during installation.**

- Deduct $4500 to use Mi in lieu of Freedom System
- Requires Internet
RESOLUTION NO. R-25-15

A RESOLUTION AUTHORIZING A PURCHASE ORDER WITH A-1 RELIABLE SERVICES FOR THE REMOVAL OF DEAD ASH TREES AND STUMPS AT THE ECHO HILLS GOLF COURSE.

WHEREAS, Emergency work is needed for removal of dead ash trees and stumps at the Echo Hills Golf Course; and

WHEREAS, public safety is a major concern therefore we are requesting to move forward immediately based on Section 34.19 (B) of our City Charter which states: “Bidding is not required when in unforeseen emergencies, delay would result in the interpretation of or detriment to the delivery of public services, as determined by the City Manager”; and

WHEREAS, The City strives to keep all public areas safe for use by our citizens; 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 $38,800.00 for the removal of these trees and stumps and 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
## Commission Agenda

### Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 17, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER WITH A-1 RELIABLE SERVICES FOR THE REMOVAL OF DEAD ASH TREES AND STUMPS AT THE ECHO HILLS GOLF COURSE.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Cynthia A. Holtzapple, Asst. City Manager & Finance Director  
Department: Echo Hills Golf Course |
| AGENDA CLASSIFICATION | ☒ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS  | ☒ City Manager  
☒ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☒ Law Director  
☑ Department Director;  
☐ Other: |
| BACKGROUND          | Over the last few years, Bob Graeser and Kirt Huemmer have been monitoring the emerald ash bore activity to the golf course trees. There are approximately 45 dead ash trees and numerous stumps which have deteriorated and are hazardous for the golf course.  
In the past, we have worked with JVS students to remove trees for us as needed, but they do not have the capability or expertise to take down this many large trees in a short period of time. The best time for this work to be done is while the ground is still frozen. Timing it now will help to protect the golf course field of play from the heavy equipment needed causing ruts as well as from falling branches causing indentations. It will also be safer to have this done before the course is opened to the public for the upcoming golf season. Of course, there is also the potential these trees could fall at any time if we had a strong wind storm event typical to spring through fall.  
We will continue to monitor other trees that may need removal at a later time. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $15,000.00  
Expenditure $: $38,800.00  
Source of Funds: 409-106-775-7553  
Narrative: Events are up for 2015 to which we expect increased revenues. |
| OPTIONS            | 1. Approve Resolution R-25-15 as presented  
2. Approve Resolution R-25-15 with changes  
3. Deny Resolution R-25-15 and advise staff on how to proceed |
<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
<th>We need to have this work completed as soon as possible for the safety of the public and our employees, as well as safeguarding the condition of our golf course.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve Resolution R-25-15 as presented.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Quotes from three companies for the tree and stump removal.</td>
</tr>
</tbody>
</table>
Proposals received on tree removal at Echo Hills Golf Course
January 2014

<table>
<thead>
<tr>
<th>Removal of 45 large dead Ash Trees and stumps along with 32 additional dead stumps</th>
<th>A-1 Reliable Services Piqua, OH</th>
<th>A-1 Affordable Tree &amp; Lawn Care Troy, OH</th>
<th>Nelson Tree Service Dayton, OH</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38,800.00</td>
<td>$</td>
<td>$39,500.00</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-26-15

A RESOLUTION AUTHORIZING THE LAW DIRECTOR TO PETITION THE BOARD OF COUNTY COMMISSIONERS, MIAMI COUNTY, OHIO FOR A CHANGE IN THE BOUNDARY LINES OF WASHINGTON TOWNSHIP

WHEREAS, the City of Piqua Commission adopted Ordinance No. 23-14 on December 16, 2014, authorizing the annexation of 45.503 acres from Washington Township for the purposes of being the site of the new water plant; and

WHEREAS, the petition for annexation was filed with the Miami County Commissioners to approve the annexation of the 45.503 acres and was approved January 29, 2015 by Resolution No. 15-01-113; and

WHEREAS, the City of Piqua entered into an agreement with Washington Township on May 2, 2005, where Washington Township agreed that upon annexation the City would start the procedure for detachment of the property from Washington Township.

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: In accordance with the annexation agreement attached hereto as Exhibit A, the Law Director is hereby authorized on behalf of this Commission to present to the Board of County Commissioners of Miami County, Ohio, a petition requesting the changes in the boundary lines of Washington Township as may be necessary so that said Township does not include the 45.503 acres proposed for annexation to the City of Piqua, as shown in the supporting documents attached hereto as Exhibit B.

SEC. 2: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the City has already broken ground for the construction of the water plant.

LUCINDA L. FESS, MAYOR

PASSED: _______________________

ATTEST: _______________________

REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-27-15

A RESOLUTION AUTHORIZING A PURCHASE ORDER
TO BEST EQUIPMENT CO. FOR THE PURCHASE
OF A REFUSE PACKER TRUCK

WHEREAS, the present operations of the City require the purchase of a
Refuse packer truck for the Sanitation Department; and

WHEREAS, on January 6, 2015, the Commission passed Resolution No. R-
6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law,
for a refuse packer truck for the Sanitation Department;

WHEREAS, after proper advertisement, bids were opened resulting in the
tabulation of bids as listed in 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 Best
Equipment Co., for the purchase of a refuse packer truck not to exceed $126,833.

SEC. 2: The Finance Director certifies funds are available and is
hereby authorized to draw her warrant on the appropriate account of the City
treasury in payment for said equipment purchase.

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>
<th>MEETING DATE</th>
<th>February 17, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A resolution authorizing a purchase order to Best Equipment Co. for the purchase of a refuse packer truck.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Amy Welker, Director of Health &amp; Sanitation Department: Sanitation</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☑ Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☑ City Manager</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>The Sanitation Department utilizes a fleet of trucks to perform the daily functions of the department. This additional truck will allow the department to move forward with the in-house recycling program. Best Equipment Co. provided the four lowest bids for this packer truck with variations on the cab and chassis. The vehicle that was selected has the shortest delivery time of 30-45 days and also has some extra features that exceed the bid specifications. This truck was determined to best suit the needs of the department.</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: 130,000 Expenditure $: 126,833 Source of Funds: Narrative: The sanitation department will purchase this vehicle using reserve funds which was included in the 2015 budget.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve purchase of the refuse truck 2. Deny purchase of the truck and provide further instruction.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>Truck approximate delivery in 30-45 days.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approval of the purchase of the refuse truck.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Bid Tabulation sheet</td>
</tr>
</tbody>
</table>
Bid Opening IFB #1506 Packer Truck  
Opened on 1/30/15 at 2:00 p.m.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Bell Equipment Company</th>
<th>Best Equipment Co.</th>
<th>Worldwide Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State</td>
<td>Lake Orion, MI</td>
<td>Indianapolis, IN</td>
<td>Dayton, OH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #1 - Truck Price</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price</strong></td>
<td>$72,246.00</td>
<td>$75,266.00</td>
<td>$71,351.00</td>
<td>$73,760.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #2 - Packer Price</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price</strong></td>
<td>$66,004.00</td>
<td>$50,067.00</td>
<td>$50,067.00</td>
<td>$50,067.00</td>
</tr>
</tbody>
</table>

| Total cost for Truck and Packer combined | $138,900.00 | $128,333.00 | $121,958.00 | $124,327.00 | $126,214.00 | $139,096.00 |

<p>| Approximate delivery ARO in days | 60-120 | 30-45 | 100 | 105 | 110 | 180 |</p>
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stoops Freightliner</td>
<td>Dayton, OH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Item #1 - Truck Price

<table>
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<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$69,990.00</td>
<td>$69,826.00</td>
<td>$69,340.00</td>
<td>$69,890.00</td>
<td>$69,390.00</td>
</tr>
</tbody>
</table>

### Item #2 - Packer Price

<table>
<thead>
<tr>
<th>Year, Make and Model</th>
<th>2015 PecMac RLX20</th>
<th>2015 McNeilsu 2010</th>
<th>2015 Hol PT100</th>
<th>2015 EZ Pack Apollo A300C-20</th>
<th>2015 EZ Pack Gallufs G300C-20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$61,450.00</td>
<td>$64,020.00</td>
<td>$66,000.00</td>
<td>$71,518.00</td>
<td>$79,018.00</td>
</tr>
</tbody>
</table>

Total cost for Truck and Packer combined

|                      | $130,840.00     | $134,232.00     | $135,390.00    | $140,306.00                  | $142,408.00                  |

Approximate delivery ARO in days

|                      | 195             | 195             | 180-225        | 195-210                      | 195-210                      |
RESOLUTION NO.  R-28-15

A RESOLUTION TO AWARD A CONTRACT TO CDM SMITH FOR THE CONSTRUCTION ADMINISTRATION OF THE OFF-SITE PIPELINE PROJECT AS PART OF THE NEW WATER TREATMENT PLANT

WHEREAS, after engineering, designing, and bidding of the Off-Site Pipeline Project as part of the new Water Treatment Plant, CDM Smith will oversee the construction phase of the project; and

WHEREAS, CDM Smith will ensure that the construction will follow the engineered plans as designed; and

WHEREAS, on November 18, 2015, Resolution No. R-122-14 was passed to authorize the intent to award the contract to CDM Smith; and

WHEREAS, on January 29, 2015, a loan through the Ohio Water Development Authority (OWDA) for said project was approved.

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 contract with CDM Smith is hereby awarded for the construction administration of the Off-Site Pipeline Project in the amount not to exceed $545,775.00.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on 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
## Item # 7

### Commission Agenda

**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>February 17, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution to award a contract to CDM Smith for the construction administration of the Off-Site Pipeline Project as part of the new Water Treatment Plant.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Don Freisthler, Water Plant Superintendent</td>
</tr>
<tr>
<td></td>
<td>Department: Water</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☒ Consent   ☐ Ordinance   ☐ Resolution   ☐ Regular</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>☒ City Manager   ☒ Asst. City Manager/Finance</td>
</tr>
<tr>
<td></td>
<td>☐ Asst. City Manager/Development   ☐ Law Director</td>
</tr>
<tr>
<td></td>
<td>☒ Department Director                      ☐ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>On November 12, 2012, CDM Smith was contracted by the City of Piqua to engineer and design the off-site pipeline project to accompany the design of the new Water Treatment Plant. In September of 2014, the plans for the new plant and pipeline project were finalized and approved by the Ohio EPA. On October 30, 2014 bids were opened for the construction of the off-site pipeline project. A Resolution to award a contract to J&amp;J Schlaegel Inc. for that construction is before the Commission in conjunction with this Resolution. On November 18, 2014, Resolution #R-122-14 was passed authorizing an intent to award the contract to CDM Smith for loan purposes. This Resolution will allow CDM Smith to oversee all aspects of the construction of the pipeline project and ensure that it follows the plans as designed. The contract for the construction administration with CDM Smith is $519,785.00. However, we are including a 5% contingency which brings the total to $545,775.00</td>
</tr>
<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: (2015 Expenditure)</td>
</tr>
<tr>
<td></td>
<td>Expenditure $: $545,775.00 (5% contingency included)</td>
</tr>
<tr>
<td></td>
<td>Source of Funds: OWDA loan.</td>
</tr>
<tr>
<td></td>
<td>Narrative Project will be funded through this loan. Loan was approved by OWDA on January 29, 2015.</td>
</tr>
<tr>
<td>OPTIONS</td>
<td>1. Approve the Resolution to enter into an agreement with CDM Smith for construction administration of the off-site pipeline project.</td>
</tr>
<tr>
<td></td>
<td>2. Do not approve the Resolution and do not award CDM Smith the contract to administer the construction of the off-site pipeline project.</td>
</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>The project will begin as soon as possible and be completed in approximately 20 months.</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approval of the Resolution to award a contract to CDM Smith for the construction administration of the off-site pipeline project.</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>CDM Smith Amendment No. 2.</td>
</tr>
</tbody>
</table>
# City of Piqua Off-Site Pipeline Project Bid Summary

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$4,070,016.00</td>
<td>$2,988,500.00</td>
<td>$3,108,372.00</td>
<td>$3,294,475.00</td>
<td>$3,443,732.00</td>
</tr>
</tbody>
</table>

Exhibit A
November 5, 2014

Mr. David Burtner  
Director of Utilities  
City of Piqua  
201 West Water St.  
City of Piqua, OH 4535

Subject: Water Treatment Plant and Off-Site Pipelines Projects  
Bids Evaluation and Recommendations for Award

Dear Mr. Burtner:

CDM Smith is pleased to submit this Bid Evaluation letter which summarizes the bids received by the City of Piqua on October 30, 2014, for construction of the above referenced projects. A Bid Tabulation Summary is provided below and a complete Bid Tabulation is enclosed with this evaluation as well.

**Water Treatment Plant Project Bids (Project 11-04)**

For the Water Treatment Plant (WTP) project, four general contractor bids were received, with Base Bids ranging from $35,900,000 to $40,170,076. The difference between the lowest and highest Base Bids is about 12%, indicating that the Contractors had a similar understanding of the project requirements. The second-lowest Base Bid was higher than the lowest bid by $909,760 or 2.5%, and the highest Base Bid was higher than the lowest bid by $4,270,076 or 11.9%.

For reference, the Engineer’s Opinion of Probable Construction Cost (base bid) for the WTP project was $36,354,160. Additive alternate bid items were estimated to add $409,800 to the base bid estimate, and deductive alternate bid items were estimated to potentially decrease the base bid amount by $1,397,000, if selected by the City.

Actual WTP bid results show total additive alternate bids ranging from $215,900 to $302,000, less than the Opinion of Probable Construction Cost for the additive alternate items. Actual total deductive alternate bids ranged from $1,406,000 to $2,569,000, more than the Opinion of Probable Construction Cost for the deductive alternate items.
The Base Bid included 9 bid items; the Additive Alternate Bid included two additive bid items; and the Deductive Alternate Bid included four deductive alternate bid items. The Base Bid results are listed below:

- Apparent low bidder – Peterson Construction Company – $35,900,000
- Shook Construction Co. – $36,809,760
- Danis Industrial Construction Co. – $37,620,000
- Thieneman Construction, Inc. – $40,170,076

CDM Smith is familiar with Peterson Construction Co. and recognizes this contractor as a reputable and reliable firm. As you know, they have completed projects for the City of Piqua in the past, including the Equalization Basin next to the City’s wastewater treatment plant, and their track record is positive. They are thorough, finish their projects conscientiously, and provide high-quality results. Peterson’s bid submittal included documentation of appropriate bonding coverage. Based on their prior work, Peterson Construction Co. is considered a responsive bidder and qualified to perform the work.

The bid prices received for the contract Additive Alternates A-1 and A-2 were reviewed and were found to be generally very competitive and reasonable additions to the project. If the additive alternate bids are considered with the Base Bid to determine the low bidder for any combination, the recommended bidder remains as Peterson Construction. The same holds true for the Deductive Alternate Bids D-1 through D-4. For a complete assessment of all possible combinations of Base Bid and Additive and Deductive Alternates, please see the attached Bid Tabulation.

The main economic decision involves including additive alternates. CDM Smith recommends that Piqua accept both of the additive alternates within the City’s funding capabilities and reject all of the deductive alternatives. The additive alternates are summarized below:

- Additive Alternate A-1 – Furnish and install Powdered Activated Carbon System per Specifications Section 11250.
- Additive Alternate A-2 – Furnish and install Air Scour Blower No. 2 per Specifications Section 11353.

The above alternates were prepared to provide Piqua flexibility in managing the project cost in case the bids exceeded the Opinion of Probable Construction Cost. Because the apparent low bid is less than the Opinion of Probable Construction Cost, we recommend implementing the additive alternates to provide a more reliable facility to serve the City’s future needs to the extent that funding is available. We consider the costs of the Alternates to be reasonable and advise that the costs to perform either of these alternate items separately would likely be higher, considering the cost of separate management of those portions of the project and the loss of funding participation by the Ohio Water Development Authority (OWDA).
Based on our review and evaluation of the submitted bid documents, we recommend the award of Base Bid and both additive alternates to Peterson Construction Company. It is up to the City of Piqua to award based on your discretion as guided by your legal counsel.

**Off-Site Pipelines Project Bids (Project 13-14)**

For the Off-Site Pipelines project, five general contractor bids were received, with Base Bids ranging from $2,988,500 to $3,517,432. The second-lowest Base Bid was higher than the apparent low bid by $119,872 or 4.0%, and the highest Base Bid was higher than the apparent low bid by $528,932 or 17.7%.

For reference, the Engineer’s Opinion of Probable Construction Cost (base bid) for the Off-Site Pipelines project was $4,070,016. The additive alternate bid was estimated to add $443,833 to the base bid estimate, and a deductive alternate bid was estimated to decrease the base bid amount by $426,185, if selected by the City.

Actual Off-Site Pipelines bid results show total additive alternate bids ranging from $350,990 to $490,000. Actual total deductive alternate bids ranged from no deduct to $(284,175.97), meaning that acceptance of the deductive bid items would result in an increase in project cost, not a decrease.

The Base Bid included 22 bid items; the additive alternate bid included nine bid items; and the deductive alternate bid included two bid items. The Base Bid results are listed below:

- Apparent low bidder – J&J Schlaegel, Inc. - $2,988,500
- Kelchner, Inc. - $3,108,372
- Howell Contractors, Inc. - $3,294,475
- VTF Excavation LLC - $3,443,732
- Fields Excavating, Inc. - $3,517,432

CDM Smith is not familiar with J&J Schlaegel, and we have contacted several references listed in their bid to assess their past performance and their ability to perform the work demanded on the Off-Site Pipelines project. Documentation of feedback from the references contacted is provided in an attachment to this letter. The feedback has been generally positive, such as good-quality work and project completion to the satisfaction of the owners’ representatives, with some documentation of shortcomings that are typical on some projects, such as meeting challenging scheduling constraints if unforeseen site conditions are experienced. The overview of their performance is positive, and J&J Schlaegel is considered a responsive bidder and qualified to perform the work.

The bid prices received for the contract Additive Alternates were reviewed and were found to be generally very competitive among the five bidders. If the additive alternate bids are considered with the Base Bid to determine the low bidder for any combination, the recommended bidder
remains as J&J Schlaegel. The same holds true for the Deductive Alternate Bids. For a complete assessment of all possible combinations of Base Bid and Additive and Deductive Alternates, please see the attached Bid Tabulation.

CDM Smith recommends that Piqua reject all of the additive alternates for the Off-Site Pipelines project, since they are associated with the 12-inch Raw Water Main that would be a redundant water main and is not necessary. We also recommend that Piqua reject the deductive alternate bid, since it would add to the project cost and provide a finished water transmission main pipe material that the City does not prefer.

Based on our review and evaluation of the submitted bid documents, we recommend the award of the Base Bid to J&J Schlaegel, Inc. It is up to the City of Piqua to award based on your discretion as guided by your legal counsel.

**Closing Comments**

Specification Section 00100 Instructions to Bidders, Article 11 Award of Contract allows the award on base bid or base bid plus the additive alternate(s); and further identifies that the Owner reserves the right to award as the Owner may determine in their best interest. The bid document states that the award will be to the lowest responsible and eligible bidder possessing the ability to perform the work.

The bidders and their respective bid amounts are tabulated on the attached sheet at the end of this letter.

Please feel free to call if you have any questions.

Very truly yours,

Robert C. Yoxthimer, PE
Associate
CDM Smith Inc.

Enclosures
cc: Gary Huff
    Don Freithler
    Amy Havenar
RESOLUTION NO. R-29-15

A RESOLUTION TO AWARD A CONTRACT TO J&J SCHLAEGEL, INC. FOR THE OFF-SITE PIPELINE PROJECT AS PART OF THE NEW WATER TREATMENT PLANT

WHEREAS, on January 7, 2014, this Commission passed Resolution No. R-3-14, authorizing the City Purchasing Analyst to advertise for bids, according to law, for the New Water Treatment Plant Off-Site Pipeline Project; and

WHEREAS, after proper advertisement, bids were opened on October 30, 2014 resulting in the tabulation of bids as listed in Exhibit A attached hereto; and

WHEREAS, on November 18, 2014 Resolution #R-119-14 was passed to authorize the intent to award the contract to J&J Schlaegel, Inc.; and

WHEREAS, On January 29, 2015, a loan through the Ohio Water Development Authority (OWDA) for said project was approved.

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 contract with J&J Schlaegel, Inc. is hereby awarded for the Off-Site Pipeline Project in the amount not to exceed $3,137,925.00.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrant from time to time on 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
### MEETING DATE
February 17, 2015

### REPORT TITLE
A Resolution to award a contract to J&J Schlaegel, Inc. for the Off-Site Pipeline Project as part of the new Water Treatment Plant.

### SUBMITTED BY
Name & Title: Don Freisthler, Water Plant Superintendent
Department: Water

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

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

### BACKGROUND
The off-site pipeline portion of the new Water Treatment Plant Project will allow for the construction of new raw water lines, finished water lines, and a new sludge line along SR 66. This project is needed to tie pipelines for the new Water Treatment Plant into our existing system.

On Thursday, October 30, 2014 five bids were received for the above referenced project. A mandatory pre-bid meeting was held on September 18, 2014 to allow the contractors a chance to view the site and to ask questions about the project.

J&J Schlaegel, Inc. was the low bidder at $2,988,500.00. A 5% contingency is included for the project, bringing the amount to $3,137,925.00.

On November 18 2014, Resolution #R-119-14 was passed to authorize an intent to award the contract to J&J Schlaegel, Inc. for loan purposes.

Attached is a letter from our engineering consultant, CDM Smith, making recommendation to award a contract to J&J Schlaegel, Inc. and a bid summary sheet.

### BUDGETING AND FINANCIAL IMPACT
<table>
<thead>
<tr>
<th>Budgeted $: (2015 Expenditure)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $: $3,137,925.00 (5% contingency included)</td>
</tr>
<tr>
<td>Source of Funds: Project will be funded through a loan from OWDA.</td>
</tr>
<tr>
<td><strong>Narrative</strong></td>
</tr>
<tr>
<td>Project will be funded through this loan. The loan was approved by OWDA on January 29, 2015.</td>
</tr>
</tbody>
</table>

### OPTIONS
1. Approve the Resolution to enter into an agreement with J&J Schlaegel for the Off-Site Pipeline Project for the new Water Treatment Plant.
2. Do not approve the Resolution and do not complete the Off-Site Pipeline Project which would not allow for the construction of the new Water
<table>
<thead>
<tr>
<th><strong>TREATMENT PLANT</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>PROJECT TIMELINE</strong></th>
<th>The project will begin immediately and be completed in approximately 20 months.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approval of the Resolution to award the contract to J&amp;J Schlaegel for the Off-Site Pipeline Project.</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>CDM Smith recommendation and bid summary.</td>
</tr>
</tbody>
</table>
### City of Piqua Off-Site Pipeline Project Bid Summary

<table>
<thead>
<tr>
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</tbody>
</table>

Exhibit A
November 5, 2014

Mr. David Burtner
Director of Utilities
City of Piqua
201 West Water St.
City of Piqua, OH 4535

Subject: Water Treatment Plant and Off-Site Pipelines Projects
Bids Evaluation and Recommendations for Award

Dear Mr. Burtner:

CDM Smith is pleased to submit this Bid Evaluation letter which summarizes the bids received by the City of Piqua on October 30, 2014, for construction of the above referenced projects. A Bid Tabulation Summary is provided below and a complete Bid Tabulation is enclosed with this evaluation as well.

**Water Treatment Plant Project Bids (Project 11-04)**

For the Water Treatment Plant (WTP) project, four general contractor bids were received, with Base Bids ranging from $35,900,000 to $40,170,076. The difference between the lowest and highest Base Bids is about 12%, indicating that the Contractors had a similar understanding of the project requirements. The second-lowest Base Bid was higher than the lowest bid by $909,760 or 2.5%, and the highest Base Bid was higher than the lowest bid by $4,270,076 or 11.9%.

For reference, the Engineer’s Opinion of Probable Construction Cost (base bid) for the WTP project was $36,354,160. Additive alternate bid items were estimated to add $409,800 to the base bid estimate, and deductive alternate bid items were estimated to potentially decrease the base bid amount by $1,397,000, if selected by the City.

Actual WTP bid results show total additive alternate bids ranging from $215,900 to $302,000, less than the Opinion of Probable Construction Cost for the additive alternate items. Actual total deductive alternate bids ranged from $1,406,000 to $2,569,000, more than the Opinion of Probable Construction Cost for the deductive alternate items.
The Base Bid included 9 bid items; the Additive Alternate Bid included two additive bid items; and the Deductive Alternate Bid included four deductive alternate bid items. The Base Bid results are listed below:

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- Thieneman Construction, Inc. – $40,170,076

CDM Smith is familiar with Peterson Construction Co. and recognizes this contractor as a reputable and reliable firm. As you know, they have completed projects for the City of Piqua in the past, including the Equalization Basin next to the City's wastewater treatment plant, and their track record is positive. They are thorough, finish their projects conscientiously, and provide high-quality results. Peterson’s bid submittal included documentation of appropriate bonding coverage. Based on their prior work, Peterson Construction Co. is considered a responsive bidder and qualified to perform the work.

The bid prices received for the contract Additive Alternates A-1 and A-2 were reviewed and were found to be generally very competitive and reasonable additions to the project. If the additive alternate bids are considered with the Base Bid to determine the low bidder for any combination, the recommended bidder remains as Peterson Construction. The same holds true for the Deductive Alternate Bids D-1 through D-4. For a complete assessment of all possible combinations of Base Bid and Additive and Deductive Alternates, please see the attached Bid Tabulation.

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- Additive Alternate A-1 – Furnish and install Powdered Activated Carbon System per Specifications Section 11250.
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Based on our review and evaluation of the submitted bid documents, we recommend the award of Base Bid and both additive alternates to Peterson Construction Company. It is up to the City of Piqua to award based on your discretion as guided by your legal counsel.

**Off-Site Pipelines Project Bids (Project 13-14)**

For the Off-Site Pipelines project, five general contractor bids were received, with Base Bids ranging from $2,988,500 to $3,517,432. The second-lowest Base Bid was higher than the apparent low bid by $119,872 or 4.0%, and the highest Base Bid was higher than the apparent low bid by $528,932 or 17.7%.

For reference, the Engineer’s Opinion of Probable Construction Cost (base bid) for the Off-Site Pipelines project was $4,070,016. The additive alternate bid was estimated to add $443,833 to the base bid estimate, and a deductive alternate bid was estimated to decrease the base bid amount by $426,185, if selected by the City.

Actual Off-Site Pipelines bid results show total additive alternate bids ranging from $350,990 to $490,000. Actual total deductive alternate bids ranged from no deduct to ($284,175.97), meaning that acceptance of the deductive bid items would result in an increase in project cost, not a decrease.

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- VTF Excavation LLC - $3,443,732
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CDM Smith is not familiar with J&J Schlaegel, and we have contacted several references listed in their bid to assess their past performance and their ability to perform the work demanded on the Off-Site Pipelines project. Documentation of feedback from the references contacted is provided in an attachment to this letter. The feedback has been generally positive, such as good-quality work and project completion to the satisfaction of the owners’ representatives, with some documentation of shortcomings that are typical on some projects, such as meeting challenging scheduling constraints if unforeseen site conditions are experienced. The overview of their performance is positive, and J&J Schlaegel is considered a responsive bidder and qualified to perform the work.

The bid prices received for the contract Additive Alternates were reviewed and were found to be generally very competitive among the five bidders. If the additive alternate bids are considered with the Base Bid to determine the low bidder for any combination, the recommended bidder
remains as J&J Schlaegel. The same holds true for the Deductible Alternate Bids. For a complete assessment of all possible combinations of Base Bid and Additive and Deductible Alternates, please see the attached Bid Tabulation.

CDM Smith recommends that Piqua reject all of the additive alternates for the Off-Site Pipelines project, since they are associated with the 12-inch Raw Water Main that would be a redundant water main and is not necessary. We also recommend that Piqua reject the deductive alternate bid, since it would add to the project cost and provide a finished water transmission main pipe material that the City does not prefer.

Based on our review and evaluation of the submitted bid documents, we recommend the award of the Base Bid to J&J Schlaegel, Inc. It is up to the City of Piqua to award based on your discretion as guided by your legal counsel.

**Closing Comments**

Specification Section 00100 Instructions to Bidders, Article 11 Award of Contract allows the award on base bid or base bid plus the additive alternate(s); and further identifies that the Owner reserves the right to award as the Owner may determine in their best interest. The bid document states that the award will be to the lowest responsible and eligible bidder possessing the ability to perform the work.

The bidders and their respective bid amounts are tabulated on the attached sheet at the end of this letter.

Please feel free to call if you have any questions.

Very truly yours,

Robert C. Yoxthimer, PE
Associate
CDM Smith Inc.

Enclosures

cc: Gary Huff
    Don Freisthler
    Amy Havenar
RESOLUTION NO. R-30-15

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BOWSER-MORNER, INC. FOR THE TESTING AND OBSERVATION SERVICES FOR THE OFF-SITE PIPELINE PROJECT AS A PART OF THE NEW WATER TREATMENT PLANT

WHEREAS, on January 6, 2015, this Commission passed Resolution No. R-6-15 authorizing the City Purchasing Analyst to advertise for bids, according to law, for testing and observation services for the Off-Site Pipeline Project as a part of the New Water Treatment Plant; and

WHEREAS, after solicitation of Request for Qualifications, Bowser-Morner, Inc. has been determined to be the most qualified provider of these services; and

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

SEC. 1: A purchase order is hereby authorized to Bowser-Morner, Inc. for the necessary testing and observation services for the Off-Site Pipeline Project;

SEC. 2: The Finance Director certifies 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 $18,000;

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

____________________________________
LUCINDA L. FESS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
CLERK OF COMMISSION
**Commission Agenda**

**Staff Report**

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<th>MEETING DATE</th>
<th>February 17, 2015</th>
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<tr>
<td>REPORT TITLE</td>
<td>A Resolution requesting authorization to enter into an Agreement with Bowser-Morner, Inc. for the Testing and Observation Services for the Off-Site Pipeline Project as part of the new Water Treatment Plant.</td>
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| SUBMITTED BY          | Name & Title: Amy Havenar, P.E., City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☑ Resolution  
☐ Consent  
☐ Ordinance  
☐ Regular |
| APPROVALS/REVIEWS     | ☑ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND            | As a part of the construction of the Off-Site Pipeline Project, the City is responsible for contracting with a consultant to provide the necessary testing and observation services for the construction of the new raw water lines, finished water lines and the new sludge line to and from the new water treatment plant.  
After soliciting for Request for Qualifications (RFQ’s), Bowser-Morner, Inc. was selected to provide a Technical Proposal for the engineering design services. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $18,000  
Expenditure $: $18,000 (includes 15% contingency)  
Source of Funds: Water Department – Ohio Water Development Authority (OWDA) Loan  
Narrative: The costs incurred for the testing & observation services will be funded through the OWDA loan that the City has secured for the construction of the New Water Treatment Project and the Off-Site Pipeline Project. The loan was approved by OWDA on January 29, 2015. |
| OPTIONS               | 1. Approve the resolution to enter into an agreement with Bowser-Morner, Inc. for the testing & observation services  
2. Do not approve the resolution and therefore, do not complete the testing & observation services for the Off-Site Pipeline Project. |
<p>| PROJECT TIMELINE      | The testing &amp; observation services would run concurrently with the construction of the new Off-Site Pipeline Project. |</p>
<table>
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<tr>
<th><strong>STAFF RECOMMENDATION</strong></th>
<th>Approve the resolution to allow for Bowser-Morner, Inc. to complete the necessary testing &amp; observation services.</th>
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<td><strong>ATTACHMENTS</strong></td>
<td>Technical Proposal</td>
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January 15, 2015

Mr. Amy Havenar
City of Piqua
201 W. Water Street
Piqua, Ohio 45356

Re: Proposal No. 990-9554, Testing & Observation Services at Water Treatment Plant Off-Site Pipelines, Piqua, Ohio

Dear Ms. Havenar:

We are pleased to submit a schedule of fees for testing and observation services for use on the above referenced project. We are able to tailor our services to meet your requirements on either a full time or part time (spot check) basis. Bowser-Morner, Inc.'s field technicians are cross-trained and equipped to perform both soils and concrete tests to provide you with a more economical service.

Bowser-Morner intends to use the lead technician from Water Treatment Plant project to provide services for this project whenever the schedule allows. An estimated budget is provided as requested. For projects of this size we estimate that $15,300.00 will be required for the observation and testing services. The total cost of these services is entirely dependent on the contractor's schedule and their construction efficiency. It is understood the services will be performed on a will call basis. The client will have control over the amount of services performed by BOWSER-MORNER personnel.

This is not a Lump Sum or a Not to Exceed Proposal. You will be invoiced for the amount of services provided based on the fee schedule provided

1. OBSERVATION AND TESTING SERVICES (4.0 Hour Minimum)
   a) Lead Technician  
      *(Winter Rates Will Apply from January 1 through March 31)   $ 40.50/hour*
      $ 39.00/hour
   b) Technician  
      *(Winter Rates Will Apply from January 1 through March 31)   $ 39.00/hour*
      $ 37.50/hour
   c) Assistant Manager Field Services (2.0 Hour Minimum)  
      $ 80.00/hour
   d) Field Supervisor (2.0 Hour Minimum)  
      $ 75.00/hour
   e) Mileage  
      $ 0.70/mile
   f) Nuclear Density/Moisture Gauge (ASTM D-2922/D-3017)  
      $ 20.00/day
   g) Report Review by Project Engineer 0.1 Hour/Each Technician Field Hour  
      $ 90.00/hour
   h) Multiplier for Technician Over 8 Hours/Day Including Travel, Weekends & Holidays, Or Starting Before 6:00 a.m. or After 5:00 p.m.  
      1.40
   i) Certified Engineer Report  
      $150.00/each

2. LABORATORY TESTING SERVICES FOR CONCRETE, MORTAR, AND GROUT
   a) Cylinders – Compressive Strength (ASTM C-39)  
      $ 10.00/each
   b) Grout Prisms – 3 x 3 Compressive Strength (ASTM C-1019)  
      $ 18.00/each
   c) For Compressive Strength Test Breaks Before 7:00 a.m.  
      50% Surcharge
   d) Data Review and Report  
      $ 7.00/each
3. LABORATORY TESTING SERVICES FOR SOILS AND AGGREGATES

   a) Proctor (Moisture – Density) Curves (ASTM D-698/D-1557) $166.00/each
   b) One Point Verification Proctor "as is" Material $53.00/each
   c) Grain Size Analysis (Sand and Gravel)
       1) Aggregate Gradation Coarse and Fine (6 Sieves) (ASTM C-136) $43.00/each
       2) Aggregate Base (Includes No. 200 Sieve/Decant) $106.00/each
       3) Aggregate Decantation (ASTM C-117) $33.00/each
   d) Classification (Cohesive Soils)
       1) Sieve Analysis (ASTM D-422) $55.00/each
       2) Hydrometer with Moisture Content (ASTM D-422/D-2216) $40.00/each
       3) Atterberg Limits (ASTM D-4318)
           a) Plasticity Index $60.00/each
           b) Liquid or Plastic Limit ONLY $45.00/each
   e) Classification - Granular Soils (ASTM D-422/D-2216) $55.00/each
   f) Data Review and Report $19.00/each

Bowser-Morner, Inc. cannot divulge any information from reports or test results to any person or company who is not our client on this project without the expressed written consent of our client. Hence, we request that you complete the attached "Report Distribution Sheet" (please include fax numbers and / or e-mail addresses) if you need any other company or person to receive a copy of the reports or test results on this project.

This quotation is an offer by Bowser-Morner to provide the services described at the price(s) quoted herein. This offer is valid for ninety (90) days and expressly includes the terms and conditions in the attached "Terms and Conditions for Construction Observation and Testing Services". Our offer may be accepted in any manner you deem expedient including, but not limited to: signing and returning a copy of this quotation; sending to Bowser-Morner any written correspondence that refers to the services and/or the prices quoted and authorizes us to commence with the services; orally authorizing us to commence with the services; acceptance of, or reliance on, any reports of the services that we issue. Any of the preceding actions on your part shall be deemed acceptance. We understand that your business processes may require you to issue purchase orders or other standard forms that facilitate payment of our invoices. Any terms in such forms that purport to modify, alter, supplement, change or supersede the terms and conditions of this offer are hereby rejected.

We are looking forward to serving you, and if you have any questions or if we can help you in any way, please contact us.

Respectfully submitted,
BOWSER-MORNER, INC.

[Signature]
John E. Gray, E.T.
Manager
Field Services Department

JEG/ddl
Quote Form B
2-Addressee
Bob Graeuser
1-File

Accepted: City of Piqua

_________________________________________  ____________________________________________
Name                                                                                     Signaturo

_________________________________________
Date                                                                                      Title

[Company Logo]
REPORT DISTRIBUTION FORM

Project Description:

Project Site Street Address:

City: ___________________________ State: _______ Site Phone: ___________________________ Site Fax: ___________________________

(Please include area code) (Please include area code)

CLIENT INFORMATION:

Client Name: ___________________________ Attn: ___________________________

Mailing Address: ___________________________

City: ___________________________ State: _______ Zip: ___________________________

Telephone No.: ___________________________ Fax No.: ___________________________

(Please include area code) (Please include area code)

Via: ☐ Fax -or- ☐ Mail -or- ☐ E-Mail* to: ___________________________

ADDITIONAL ADDRESSEES/COMPANIES TO RECEIVE REPORTS:

Client Name: ___________________________ Attn: ___________________________

Mailing Address: ___________________________

City: ___________________________ State: _______ Zip: ___________________________

Telephone No.: ___________________________ Fax No.: ___________________________

(Please include area code) (Please include area code)

Via: ☐ Fax -or- ☐ Mail -or- ☐ E-Mail to: ___________________________

Client Name: ___________________________ Attn: ___________________________

Mailing Address: ___________________________

City: ___________________________ State: _______ Zip: ___________________________

Telephone No.: ___________________________ Fax No.: ___________________________

(Please include area code) (Please include area code)

Via: ☐ Fax -or- ☐ Mail -or- ☐ E-Mail to: ___________________________

COPY FORM TO LIST ADDITIONAL RECIPIENTS.

Authorized Person: ___________________________ Signature and Title: ___________________________

Date: ___________________________
Terms and Conditions for Construction Observation and Testing Services

1. Performance - In performing the services specified by the statement of work in the technical proposal, BOWSER-MORNER will use that degree of care and skill ordinarily exercised by independent testing laboratories and professional engineers in performing the same or similar services under similar circumstances. The performance of services in accordance with the specifications and drawings provided for the project will be EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS ALSO EXPRESSLY IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY OF BOWSER-MORNER, WHETHER IN CONTRACT, TORT OR OTHERWISE. BOWSER-MORNER NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR BOWSER-MORNER ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SERVICES AND THE REPORTS WHICH IT RENDERS HEREREUNDER.

As used herein, the term ‘observation’ means that BOWSER-MORNER will render services at the project site and in the manner specified by the client's documents and plans and not that BOWSER-MORNER will determine if the work substantially complies with the plans and specifications provided for the client.

2. Payment - All invoices from BOWSER-MORNER are due and payable within 30 days after date of invoice. BOWSER-MORNER will charge a service fee at an interest rate of 1 1/2 percent per month, or a service fee that is permitted by law, if lesser. Failure of the client to pay BOWSER-MORNER within the thirty days after date-of-invoice shall be sufficient basis for BOWSER-MORNER to stop all work on the project without being liable for delay of performance or breach of this contract.

In the event of a disputed or contested billing, only that portion so contested shall be paid upon a written settlement of any amount due. The amount finally determined shall be paid within 30 days after date of receipt of notice of final settlement. Failure to agree on the contested portion of the billing within mutually resolved.

Discharge of release of hazardous substance on the site under investigation shall in no way release the client's obligation to pay for services rendered by BOWSER-MORNER under this agreement.

3. Right to Access - Unless otherwise agreed in writing, the client will furnish BOWSER-MORNER with a notice of entry to the site in order to perform the services specified herein. If the client is not the owner of the property, then it is the client's responsibility to secure the right-of-way and access to the property to enable the client to perform the services. The client will furnish BOWSER-MORNER with a notice of entry to the site, recognizes and understands the risk of site damage due to the size and weight of equipment and vehicles. BOWSER-MORNER shall take reasonable precautions to minimize damage to the site due to its operations, however, BOWSER-MORNER shall not be liable for any damages to the site or the cost of restoration of any damage resulting from its operations, provided that it conducts its operations in accordance with the standard of care stated in Section 1 herein. If the client desires, BOWSER-MORNER will restore any damage to the site and add the cost of restoration to the fee.

4. Job-Site - (a) The client will, prior to initiating the scope-of-work, furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions as requested and provided for the project by BOWSER-MORNER. The client shall furnish or cause to be furnished to BOWSER-MORNER all documents and information known to the client that relate to the identity, location, quantity, nature or characteristics of any hazardous substances or pollutants that exist on the site. If by third parties, including government authorities, the client is made aware of hazardous or toxic substances present on the site, the client will immediately inform BOWSER-MORNER of such substances. In the event that any samples or specimens would be destroyed, hazardous or toxic under State, Federal or local laws, BOWSER-MORNER will at the expense of the client (i) return the samples or specimens to the client, or (ii) if by the client, the client will have the samples transported to a location selected by the client. The client will select and/or approve the transporter and dispose and pay for all these services.

(b) BOWSER-MORNER shall be responsible for the actions of its employees and sub-contractors and their employees on the Job-Site, but shall not be responsible for the actions of the client or other contractors or subcontractors of the client on the project, including overall job-site safety.

(c) any samples or specimens shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, and/or mislocated utilities, and client agrees to indemnify BOWSER-MORNER from any such claims, suits or losses, including reasonable attorney's fees and costs, incurred by the client in connection with any suit or proceeding against the client.

5. Additional Services - If additional services are required beyond the defined scope-of-work presented in the attached technical proposal, BOWSER-MORNER will make its best efforts to provide such services. However, it is understood that a change in the scope-of-work is necessary. If a representative of the client is available on the site, the representative will notify the client of the need for additional services. Work will progress when authorized by the client. When authorized by the client, all additional services performed by BOWSER-MORNER shall be charged to the client, and additional parts and equipment will be charged at the cost incurred by BOWSER-MORNER while waiting for an authorization to proceed. In such an instance, the client may provide an oral authorization to proceed.

6. Responsibility for Job-Site Decisions - BOWSER-MORNER field personnel will observe and report on the site; however, BOWSER-MORNER field personnel shall not be responsible for the ultimate determination or selection of any materials, products, equipment, or services to be selected by the client. BOWSER-MORNER may provide technical assistance, recommendations and conclusions will only be provided if specifically requested by the client in the scope-of-work. In preparing the report, BOWSER-MORNER may review and interpret construction documents, sampling and testing services and other reports. BOWSER-MORNER will not conduct an independent evaluation of the construction documentation, but will rely on the accuracy and completeness of the information provided to BOWSER-MORNER. BOWSER-MORNER will not be responsible for any errors or omissions contained in such information.

7. Delay in Performance - BOWSER-MORNER shall perform its work under this contract in a diligent manner within the estimated time limits specified; however, BOWSER-MORNER shall not be liable for delay or failure in performance of its obligations hereunder due to any cause beyond the reasonable control, including failure of the client to pay for BOWSER-MORNER’s services within 30 days from date of invoice.

8. Objections to Performance - Any objections by client regarding the performance of services rendered by BOWSER-MORNER shall be made promptly in writing and BOWSER-MORNER shall be given an opportunity to investigate such objections before the alteration of the job-site or the destruction of any equipment, materials or samples. If both BOWSER-MORNER and the client agree that BOWSER-MORNER is not at fault, then the client agrees to pay for all services performed by BOWSER-MORNER during the investigation. If the client disagrees with the results of BOWSER-MORNER’s investigation, then the dispute shall be resolved through mediation as described in Section 18 herein.

9. Disposal of Samples - All test samples acquired by BOWSER-MORNER shall be delivered to the client. BOWSER-MORNER will dispose of test samples or specimens (or return them to the client if requested in writing) within 30 days after the conduct of tests, subject to the following:

(a) Upon the written request of the client, BOWSER-MORNER will retain test samples or specimens for a period longer than thirty (30) days with a storage fee to be paid by client. BOWSER-MORNER assumes no liability for samples or specimens lost while in storage.

(b) If it is determined that the samples contain a previously unknown toxic substance representing a threat to the health and safety of BOWSER-MORNER personnel, then BOWSER-MORNER will, at its own discretion, immediately notify the client.

(c) It is agreed that BOWSER-MORNER is not, and has no liability or responsibility as a handler, generator, operator, transporter, treater, storero, disposers of hazardous or toxic substances as defined under CERCLA (42 US) or RCRA (40 US), or as defined under other laws. In the event that any samples or specimens would be destroyed, hazardous or toxic under State, Federal or local laws, BOWSER-MORNER will at the expense of the client (i) return the samples or specimens to the client, or (ii) if by the client, the client will have the samples transported to a location selected by the client. The client will select and/or approve the transporter and dispose and pay for all these services.

10. Contaminated Equipment - All laboratory and field equipment contaminated in performing BOWSER-MORNER services will be cleansed at the client's expense. Contaminated consumables will be disposed of and replaced at client's expense. BOWSER-MORNER equipment (including borehole) which cannot be reasonably decontaminated shall become the property and responsibility of the client. All such equipment shall be delivered to the client or disposed of in a manner approved or indicated by the client. The client agrees to pay the fair market value of any such equipment which cannot be reasonably decontaminated.

11. Deliverables - BOWSER-MORNER will provide client with a written report of findings, test results and conclusions (including identification of test methods employed) or required by the client's scope of work and any subsequent additional services that are agreed upon in writing. Accompanying a report may be additional recommendations and conclusions. BOWSER-MORNER, in the context of its role as an independent consultant, recommendations and conclusions will only be provided if specifically requested by the client in the scope-of-work. BOWSER-MORNER will not conduct an independent evaluation of the construction documentation, but will rely on the accuracy and completeness of the information provided to BOWSER-MORNER. BOWSER-MORNER will not be responsible for any errors or omissions contained in such information. Unless otherwise stated in the technical proposal, BOWSER-MORNER will not include in its report an opinion as to whether the client is in compliance with federal, state, or local laws, statutes, ordinances or regulations.
12. Notification of Regulated Conditions - If BOWSER-MORNER's report indicates that the site under investigation has releases of regulated hazardous substances which would require the CLIENT to notify public authorities, then the CLIENT agrees to promptly notify the appropriate public authorities in accordance with prevailing law. If the CLIENT fails to notify the public authorities within a reasonable length of time and, in BOWSER-MORNER's judgement, the releases represent a threat to the health and safety of the public, then BOWSER-MORNER shall have the right to notify the appropriate public authorities without liability to the CLIENT.

13. Ownership of Documents - BOWSER-MORNER will furnish to the CLIENT for use in the project or work for which the service is ordered, all reports, data, logs, field data, field notes, laboratory test data, calculations of liability, and other documents prepared by BOWSER-MORNER's consultants, shall be kept confidential by BOTH the CLIENT and BOWSER-MORNER, subject to governmental filing and disclosure requirements, and are intended for the exclusive use of the CLIENT. Both parties agree that the reports shall not be used for general distribution or publication for any other project or location not expressly provided for in this agreement. If the CLIENT desires to provide BOWSER-MORNER's report to a third party, BOWSER-MORNER will agree to do so, provided the CLIENT first obtains written acceptance from the third party agreeing to be bound by the terms and conditions of this agreement, and that the CLIENT waives in writing any confidentiality interest in competing with BOWSER-MORNER. Unauthorized use or distribution of the reports supplied under this agreement shall be at the CLIENT's sole risk and without liability to BOWSER-MORNER.

14. Indemnification - (a) CLIENT hereby indemnifies and holds harmless BOWSER-MORNER, its employees, successors and assigns from any and all liabilities arising out of or in connection with BOWSER-MORNER's services, including but not limited to, defense and any liability which may arise from the performance of its services under this Contract. BOWSER-MORNER will, upon request, file a certificate of such insurance coverage with the CLIENT or its authorized representative.

15. Severability - Should any provision in this Contract be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Contract to replace any such invalid or unenforceable provision with a valid and enforceable provision which carries out the intention of the stricken provision as closely as possible.

16. Limit Of Liability - The CLIENT agrees to limit BOWSER-MORNER's liability on the project, arising from any loss or damage, to breach of contract, error or omission, resulting from services under this contract, so that the total liability of BOWSER-MORNER shall not exceed the total fee paid to BOWSER-MORNER by CLIENT under this agreement. In no event shall BOWSER-MORNER be liable for any special, indirect, punitive, consequential or economic damages, including but not limited to damages for loss of use, loss of profits, loss of investment, or otherwise, resulting from the services and reports it renders hereunder. Except as provided herein, CLIENT expressly waives any other right of recovery and agrees that the payment by BOWSER-MORNER hereunder shall be the sole and exclusive remedy of CLIENT.