CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ANNOUNCEMENTS

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of minutes from the August 1, 2017 Regular City Commission Meeting

OLD BUSINESS

2. ORD. NO. 5-17 (3rd Reading)
   An Ordinance to levy special assessments to pay for the cost of Nuisance Abatement Assessment

3. ORD. NO. 7-17 (2nd Reading)
   An Ordinance to vacate a portion of Public Right-Of-Way

NEW BUSINESS

4. ORD. NO. 8-17 (1st Reading)
   An Emergency Ordinance enacting and adopting a supplement to the Code of Ordinances for the City of Piqua

5. ORD. NO. 9-17-Emergency (1st Reading)
   An Emergency Ordinance to dedicate Public Right-Of-Way

6. ORD. NO. 10-17-Emergency (1st Reading)
   An Emergency Ordinance petitioning the Miami County Commissioners to conform the boundary of the City of Piqua and Springcreek Township

7. RES. NO. R-109-17
   A Resolution authorizing a purchase order to Compass Minerals America Inc. for the purchase of road salt for the Street Department

8. RES. NO. R-110-17
   A Resolution establishing "Trick or Treat/Beggars' Night in the City of Piqua

9. RES. NO. R-111-17
   A Resolution to award a contract to Peterson Construction Company for the expansion and upgrade of the Wastewater Treatment Plant
10. **RES. NO. R-112-17**  
A Resolution to award a contract for Construction Administration and Applications Engineering with CDM Smith for the Wastewater Treatment Plant expansion & upgrade

11. **RES. NO. R-113-17**  
A Resolution requesting authorization to enter into an agreement with Bowser-Morner, Inc. for the testing and observation services of the expansion/upgrade for the Wastewater Treatment Plant

12. **RES. NO. R-114-17**  
A Resolution to award a contract to Lauretano Sign Group for Wayfinding Program

13. **RES. NO. R-115-17**  
A Resolution for consent to award a contract to Milcon Concrete Incorporated for the construction of the Shawnee Neighborhood Storm Sewer Phase 1

14. **RES. NO. R-116-17**  
A Resolution for consent to award a contract to Strand Associates for construction management of the Shawnee Neighborhood Storm Sewer Phase 1

**PUBLIC COMMENT**  
(This is an opportunity for citizens to address the City Commission regarding agenda items, 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, August 1, 2017
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. Acting Mayor Wilson called the meeting to order. Also present were Commissioners Terry, Martin and Vogt. Mayor Hinds was absent due to vacation. Commissioner Martin moved to excuse Mayor Hinds from the meeting and Commissioner Terry seconded that motion; motion carried unanimously; Acting Mayor Wilson declared Mayor Hinds excused from the meeting.

ANNOUNCEMENTS

Jeff Lange spoke on the Clean Sweep of the Great Miami River held on July 22nd; 75 volunteers walked the 16 miles of River Road, Miami River Road, Clevenger Road, Hetzler Road and the bike path. Prior to that date, cleaning was done by Police Chief Bruce Jamison and numerous juveniles who walked the river from the Government Complex Building to Swift Run Lake. A total of 680 pounds of trash was collected from Piqua-Lockington Road to the former Bennett School site/Piqua Boat & Ski Club. A total of 1.14 tons was collected from the south side of Sidney to Piqua-Lockington Road. Overall, the grand total of trash collected was 3,400 pounds, or 1.7 tons. That number was down from the only other data available from 2015 when it was walked the first year without boats. The river was approximately a foot and a half over normal with water moving about four and a half miles an hour, so the decision was made that using boats would be unsafe for those assisting. Thanks to Cargill Corporation, the main sponsor of the event, both Sidney and Dayton locations, Piqua's local Atlantis Sportswear, Miami Conservancy District, Cox Media Group, American Rivers, Local WPTV, Butler County Stormwater District, City of Sidney, Heidelberg Distributors, Bonbright Distributors, and Sweet Water Brewing out of Atlanta, Georgia, who assist in the clean-up of the Chattahoochee River. Also thanks to Doug Harter and the City of Piqua Street Department for spotting two dump trucks for the event, all the volunteers, including Commissioner Wilson, Mayor Hinds, Police Chief Jamison, and City Manager Gary Huff for his support and assistance in making sure the Piqua Police Department and Piqua Fire Department knew the clean-up was going on in the event of an emergency. That concludes the 14th year of the Clean Sweep of the Great Miami River - Powell Section.

Acting Mayor Wilson noted a lot of food and prizes was donated by numerous local merchants. Jeff Lange seconded that acknowledging numerous local merchants were involved and their help was much appreciated.

EXECUTIVE SESSION

Commissioner Vogt moved that the meeting move into executive session; motion seconded by Commissioner Martin; motion was carried unanimously and Acting Mayor Wilson declared the meeting move into Executive Session.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the July 18, 2017 Regular City Commission Meeting.

Commissioner Martin moved for the approval of the Consent Agenda; motion seconded by Commissioner Vogt; motion was carried unanimously and Acting Mayor Wilson declared the Consent Agenda approved.
OLD BUSINESS

ORD. NO. 5-17 (2nd Reading)

AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS TO PAY FOR THE COST OF NUISANCE ABATEMENT ASSESSMENT

Amy Welker, Health & Sanitation Director, spoke stating this is an annual Ordinance brought before the commissioners to levy special assessments for properties that had nuisance abatement throughout the year, such as not mowing grass, picking up trash, things of that nature. The Health Department receives complaints or is notified that there is a code violation on a property, it is investigated, and if there is a violation, the property owner is notified and given an opportunity to correct the situation. If the property owner fails to do so, a contractor is hired to abate that condition and the cost is then charged back to them. If the property owner fails to pay that cost, it then shows up as a special assessment on their property taxes. The last date for payment for any property owner whose name is on that list is September 11th, with September 8th being the last day the Health Department would accept payment.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 5-17.

Ordinance No. 5-17 will stand as a 2nd reading.

NEW BUSINESS

ORD. NO. 7-17 (1st READING)

AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY

Justin Sommer, Economic Development Director, spoke stating this item is on the Agenda as a request from a property owner. This is an undeveloped portion of the Deerfield Subdivision currently known as Wilshire Drive and Wapita Court. The land was originally plotted for zero lot line doubles and the request now would be to replot that land to single family residences. This request was unanimously approved by the Planning Commission and no one came forward to speak for or against it at that time.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance 7-17.

Ordinance No. 7-17 will stand as a 1st reading.

RES. NO. R-107-17

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LEVIN PORTER ASSOCIATES, INC. FOR DESIGN AND CONSTRUCTION MANAGEMENT OF THE PUBLIC WORKS FACILITIES RENOVATION PROJECT

Amy Havenar, City Engineer, spoke stating the city would like to enter into an agreement with Levin Porter Associates to design the renovation and repairs to the Public Works Facility. The administration moved out of that facility some time ago due to issues with the interior, in particular, mold. There are some drainage and HVAC issues as well. Levin Porter would do the plan design and the construction administration. This is the same consultant being used for the Health and
Sanitation Department’s new facility, so there has already been an extensive reference check and the city’s experience with that project has been nothing but success.

Commissioner Martin spoke questioning if it would be cheaper to tear part of the building down and rebuild rather than trying to take a bad situation and trying to fix it.

Consultant Bill Williams from Levin Porter Associates was present and spoke in response to Commissioner Martin. The mold issue will need to be mitigated by tearing out the drywall and rebuilding the wall. Whether or not it would be cheaper to build new rather than old hasn’t been determined yet; that determination is based on a threshold of usually 50% to 60% of the replacement cost. The next phase would be detailing, which would basically be peeling back the skin and putting new skin on the building, as well as on the inside. Again, the determination of whether that would be cheaper to rebuild or replace hasn’t met the threshold yet.

Acting Mayor Wilson questioned if the cause of the mold would be addressed.

Consultant Williams explained that the building has had moisture more than likely since the original building was detailed due to water staying in the wall cavity. The building is currently sealed tight and there is not a lot of ventilation cavity between the outside masonry skin and the inside walls, so that helped propagate the mold issue. A ventilated cavity will be placed in the building allowing air to flow through so any trapped moisture can get out of the building.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-107-17.

Motion made by Commissioner Vogt; seconded by Commissioner Martin; motion was carried unanimously; Acting Mayor Wilson declared Resolution No. R-107-17 adopted.

RES. NO. R-108-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LOCAL NO. 984 AND OHIO COUNCIL 8, AFSCME (BLUE COLLAR)

City Manager Huff spoke stating the city has recently experienced Power System employees leaving for private entities based on salary. The city’s efforts are to try to curtail that loss. In union negotiations, an agreement was reached to conduct a compensation study effective January, 2018. By increasing the salaries as recommended in this Resolution, there would be relief from those losses that the city is experiencing and slow things down until the compensation study is complete and a better idea is had on where the city stands in the market and what the city needs to do to adjust all of the union and blue collar employees for 2018. City Manager Huff believes, in his opinion, from an operational standpoint, it is necessary to keep the Power System operating with the efficiency and effectiveness that the city currently has. This Power System is a national award winning organization and the city doesn’t want to deteriorate that performance. City Manager Huff’s recommendation is to approve this Resolution so some of the issues the city is currently being faced with in this department can be curtailed.

Joe Drapp, of Park Avenue, came forward on this issue. Mr. Drapp noted that the city has recently lost a couple of great employees to local municipal or power systems after a lot of money has been spent training these employees. Mr. Drapp stated that he takes great pride in this family organization and, most importantly, the city has reliable electric power and is known for how a small municipal power system should be run, and like many things it hinges on the quality of the city’s employees. Mr. Drapp believes the city has a super system set up through a lot of hard work and fine equipment and all the tools that the power employees need to continue on, except the city has to be competitive in wages. This move to raise the wages for the power employees is not going to make them the highest paid employees in the area; in fact, it moves them to a mid-range point. If the city loses quality people, it can go the other way pretty quick, and if it goes the
other way, it’s harder to get turned around. Mr. Drapp would appreciate a vote in the affirmative for these particular employees.

Commissioner Vogt noted that the wages are a problem and people are going to other jobs, but once they look at the benefit package, they may not get what they’re after.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-108-17.

Motion made by Commissioner Vogt; seconded by Commissioner Martin; motion was carried unanimously; Acting Mayor Wilson declared Resolution No. R-108-17 adopted.

CITY MANAGER’S REPORT

City Manager Huff spoke stating tonight is National Night Out throughout the city; there are 15 neighborhoods participating. Thanks to the Piqua Police Department for coordinating that effort.

City Manager Huff commended the Engineering Department for successfully obtaining over 14 million dollars in state and federal grants since 2011. This acknowledgment sometimes gets overlooked because it’s road/street money, but recently through a conversation with Senator Sherrod Brown’s office this was realized and City Engineer Havenar should be commended for those efforts.

As of last week, the city has issued over 430 grass and weed violations from the Health and Sanitation Department and over 600 building code violations from the Development Department. These are the efforts the city is making and trying to make to address issues throughout the city and there is some success, but there’s a lot out there to address and the city is going to continue those efforts and continue to make headway in improving the neighborhoods throughout the city. The HELP program is available to assist citizens in correcting these violations if there is a financial or physical need.

The Power System received 2.3 million dollars in energy credits during this past year for the use of the city’s turbines during the peak energy periods. This is the most credit that the city has ever received and by far is a tremendous effort. When you wonder whether the city should rebuild those turbines, I think that’s your answer. The city may have to pay a million dollars for a repair, but the energy savings for the citizens is tremendous by having those.

Also, the Ohio Water Development Authority recently notified the city of the approval for the Wastewater Treatment Plant expansion upgrade loan. Part of that loan is zero percent interest, almost up to 80 percent, and then there’s a low interest of 8 percent. Finance Director Cynthia Holtzapple and her staff that worked on this project should be commended.

Last, we anticipate the railroad bridge paint project to begin August 7th.

Acting Mayor Wilson questioned if Ash Street would be down to one lane once the painting project begins. City Manager Huff indicated it would be one lane each way and passable.

COMMISSIONERS’ COMMENTS

Commissioner Vogt noted that people continue to blow their grass in the street. It’s not right and eventually will increase the storm water utility bills. When you mow your grass, blow it back in your yard. If it’s in the street, get your broom and sweep it up.

Commissioner Terry noted that she has noticed the American flags flying on the light poles by the mall on 36 are getting stuck on the finials that are sharp on top of the bulbs. City Manager Huff
indicated that has already been addressed and the city will be going to smaller flags because the larger ones tear much easier in the wind and get hung on the top of those.

Also, Commissioner Terry noted that there is beautiful planting being done by the Four Seasons Garden Club at the corner of Park Avenue and Broadway in the park, and last of all that the last summer civic band concert is August 3rd held at the Hance Pavilion and then there will be another one around December 3rd for the holidays.

Acting Mayor Wilson noted that the veteran's banners have recently been rotated 90 degrees and are easily seen as you drive out. If you know of a veteran you would like to have added on a banner, contact the Piqua Area Chamber of Commerce.

Motion made by Commissioner Vogt to adjourn the Regular Commission Meeting at 8:45 P.M.; seconded by Commissioner Martin; motion was carried unanimously.

JOSEPH H. WILSON, ACTING MAYOR

PASSED: ____________________________

ATTEST: ____________________________
   KIMBERLY J. HEBB
       ACTING CLERK OF COMMISSION
ORDINANCE NO. 5-17
AN ORDINANCE TO LEVY SPECIAL ASSESSMENTS TO PAY FOR THE COST OF NUISANCE ABATEMENT ASSESSMENT

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: The assessment of the cost and expense of improving a certain lot, as herein set out, by nuisance abatement on said property, as reported to this Commission in Exhibit "A" attached hereto, are hereby adopted and confirmed, and that there be and is hereby levied and assessed upon the lot improved by the aforementioned nuisance abatement, the amount reported as aforesaid which assessment, together with the description of said lot is now on file in the offices of the Clerk of this Commission, the Director of Health, and the Director of Finance and is not in excess of the special benefits to said property, and is not in excess of a statutory limitation. Said nuisance abatements are for grass and weed cutting, trash and debris removal, property maintenance improvements, demolition of structures, or similar actions.

SEC. 2: The total assessment against said lot shall be payable in cash or at the option of the owner, in two equal semiannual installments. All cash payments of assessments and installments shall be made to the Director of Health. All assessments and installments thereof remaining unpaid shall be certified by the Clerk of this Commission to the County Auditor, as provided by law, to be by him placed on the tax duplicate and collected as other taxes are collected. Said assessment shall include the cost of publishing and serving of any and all notices, ordinances and resolutions required.

SEC. 3: At any time after the adoption of this Ordinance should the City Law Director enter into a settlement with the property owner regarding his assessments, the Law Director shall have the authority to request the Auditor remove the assessment without any further action by the City Commission.

SEC. 4: This Ordinance is required to be effective immediately in order to submit assessment to the County Auditor's office by September 11, 2017; wherefore; this ordinance shall be in full force and effect immediately upon its passage.

1st Reading 7/18/2017
2nd Reading 8/1/2017

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________
KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by____________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
# Commission Agenda
## Staff Report

<p>| MEETING DATE | July 18, 2017, August 1, 2017 &amp; August 15, 2017 |
| REPORT TITLE | An Ordinance to Levy Special Assessments to Pay for the Cost of Nuisance Abatement Assessment |
| SUBMITTED BY | Name &amp; Title: Amy Welker, Director of Health &amp; Sanitation |
| Department: | Health |
| AGENDA CLASSIFICATION | ☑ Consent | ☑ Ordinance | ☐ Resolution | ☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager | ☐ Asst. City Manager/Finance |
| ☑ Asst. City Manager/Development | ☐ Law Director |
| ☑ Department Director; | ☐ Other: |
| BACKGROUND | The city abates nuisance conditions on properties including mowing high grass, removing trash, trimming trees, and demolishing structures according to city code. Abatements take place after the property owner has been notified of the condition and given a timeframe to comply with the code. Failure to comply results in the abatement. The cost of the abatement plus an administration fee ($35) is charged back to the property owner. Property owners are also subject to repeat offender charges for multiple violations in a year ($100 3rd &amp; 4th offenses; $500 5th or more offenses.) If the property owner fails to pay the abatement cost then the costs are certified to the county auditor to be placed on the property taxes. The auditor accepts these assessments once per year. This year the assessments are due to the auditor by September 11, 2017. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: |
| (Includes project costs and funding sources) | Expenditure $: |
| Source of Funds: | Reimbursement of $55,806.68 |
| Narrative: | This ordinance will allow for the collection of $55,806.68 which includes the cost to the city to hire contractors to complete the abatements and also administrative costs. |
| OPTIONS | 1. Pass the ordinance to assess the abatement costs. |
| (Include Deny /Approval Option) | 2. Do not pass the ordinance. |
| 3. Provide further direction to staff: | 4. |
| PROJECT TIMELINE | First reading at the 7-18-17 meeting. |
| | Second reading at the 8-1-17 meeting. |
| | Third reading at the 8-15-17 meeting. |
| | Assessments sent to county auditor by 9-11-17 (if passed) |</p>
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<th>Pass the ordinance to assess the abatement costs.</th>
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$55,031.68
ORDINANCE NO. 7-17
AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY

WHEREAS, pursuant to Piqua Charter Section 98, the City Commission adopted Resolution No. R-93-17 declaring its intent to vacate a portion of public right of way known as Wilshire Drive and Wapita Court, as shown in Exhibit "A" attached hereto; and,

WHEREAS, a notice of the declaration of intent to vacate the subject right of way was served to the abutting property owners and published in the local newspaper; and

WHEREAS, the notice of the declaration of intent stated the time and place at which objections could be presented before the Planning Commission; and

WHEREAS, the Planning Commission met at in open sessions and took public comment regarding the proposed public right of way vacation; and

WHEREAS, the Planning Commission after hearing the item and considering the public comments and information provided, recommended approving the vacation of a portion public right of way known as Wilshire Drive and Wapita Court, as shown in Exhibit "A" attached hereto; and

WHEREAS, pursuant to Piqua Charter Section 98, vacation of public right of way must be adopted by Ordinance by this Commission.

NOW, THEREFORE, 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: This Commission hereby takes the action necessary to authorize and approve the vacation of a portion public right of way known as Wilshire Drive and Wapita Court, as shown in Exhibit "A" attached hereto.

SEC. 2: The City Manager shall cause the affected portion of right of way to be vacated and all appropriate and necessary legal instruments supporting such action to be properly recorded.

SEC. 3: This Ordinance shall take precedent over all prior Ordinances or Resolutions pertaining to the affected portion of the subject public right of way.

SEC. 4: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

1st Reading 8/1/2017

________________________________________
KATHRYN B. HINDS, MAYOR

PASSED: __________________________
ATTEST: __________________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by ______________________
seconded by ______________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
The applicant desires to vacate a platted portion of a public right of way known as Wilshire Drive and Wapita Court. The subject right of way platted prior to a subsequent revision to the preliminary plat for the subdivision. The subject right of way and the adjoining lots were never developed. The purpose of this request is to vacate the previously platted right of way to allow for the area to be platted in accordance with the right of way alignment and lot configurations approved by the revised preliminary plat plan.

City Commission has declared their intent to vacate the subject right of way and the public hearing was advertised in accordance with the City Charter and conducted by the Planning Commission. The Planning Commission unanimously recommended approval of this request citing the necessity of the action to attain conformance with the revised preliminary plat for the subdivision. No one was present at the public hearing to speak for or against the item.

### Options
1. Adopt the ordinance to vacate the subject right of way.
2. Defeat the ordinance and deny the request to vacate the subject right of way.
<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
<th>Approve the proposed ordinance.</th>
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<td>ATTACHMENTS</td>
<td>Survey and legal description.</td>
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</table>
LEGAL DESCRIPTION

SITUATE IN SECTION 14, TOWN 8, RANGE 5, WASHINGTON TOWNSHIP, CITY OF Piqua, MIAMI COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at the southwest corner of Inlot 8839 of the Replat of Inlot 8127, as shown on Record Plat 21, Page 34 and being on the existing north right-of-way line of Wilshire Drive;

thence, South 76°-05'-00" West, 20.00 feet, along the existing north right-of-way line of Wilshire Drive to a point and being the principal place of beginning of the right-of-way to be vacated hereon;

thence, South 13°-55'-00" East, 60.00 feet, to a point on the south right-of-way line of Wilshire Drive;

thence, North 76°-05'-00" West, 30.00 feet, along the existing south right-of-way line of Wilshire Drive to a point;

thence, on a curve to the right with a radius 480.00 feet, an arc distance of 220.87 feet, a delta angle of 26°-21'-54", and a chord bearing of South 89°-15'-57" West, 218.93 feet, along the existing south right-of-way line of Wilshire Drive to a point;

thence, on a curve to the left with a radius 15.00 feet, an arc distance of 22.35 feet, a delta angle of 85°-21'-53", and a chord bearing of South 59°-45'-57" West, 20.34 feet, along the existing south right-of-way line of Wilshire Drive to a point on the existing east right-of-way line of Wapita Court;

thence, on a curve to the right with a radius 178.24 feet, an arc distance of 57.11 feet, a delta angle of 18°-21'-29", and a chord bearing of South 26°-15'-45" West, 56.87 feet, along the existing east right-of-way line of Wapita Court to a point;

thence, South 35°-26'-30" East, 100.43 feet, along the existing east right-of-way line of Wapita Court to a point on the existing south right-of-way line of Wapita Court;

thence, North 54°-33'-30" West, 50.00 feet, along the existing south right-of-way line of Wapita Court to a point on the existing west right-of-way line of Wapita Court;

thence, North 35°-26'-30" West, 100.43 feet, along the existing west right-of-way line of Wapita Court to a point;

thence, on a curve to the left with a radius 128.54 feet, an arc distance of 41.09 feet, a delta angle of 18°-21'-29", and a chord bearing of North 26°-15'-45" East, 40.92 feet, along the existing
west right-of-way line of Wapita Court to point on the existing southerly right-of-way line of Wilshire Drive;

thence, on a curve to the left with a radius 15.00 feet, an arc distance of 22.35 feet, a delta angle of 85°-21'-55'', and a chord bearing of North 25°-35'-56'' West, 20.34 feet, along the existing southerly right-of-way line of Wilshire Drive to a point;

thence, on a curve to the right with a radius 480.00 feet, an arc distance of 479.37 feet, a delta angle of 57°-13'-14'', and a chord bearing of North 39°-40'-17'' West, 459.70 feet, along the existing southerly right-of-way line of Wilshire Drive to a point on the existing northerly right-of-way line of Wilshire Drive;

thence, North 78°-56'-18'' East, 60.00 feet, along the existing northerly right-of-way line of Wilshire Drive to a point;

thence, on a curve to the left with a radius 420.00 feet, an arc distance of 411.88 feet, a delta angle of 57°-11'-16'', and a chord bearing of South 39°-09'-17'' East, 395.57 feet, along the existing northerly right-of-way line of Wilshire Drive to a point;

thence, on a curve to the left with a radius 15.00 feet, an arc distance of 25.05 feet, a delta angle of 95°-40'-05'', and a chord bearing of North 64°-55'-03'' East, 22.24 feet, along the existing northerly right-of-way line of Wilshire Drive to a point on the existing west right-of-way line of Wapita Court;

thence, on a curve to the right with a radius 1525.00 feet, an arc distance of 194.16 feet, a delta angle of 07°-17'-41'', and a chord bearing of North 20°-43'-51'' East, 194.03 feet, along the existing west right-of-way line of Wapita Court to a point;

thence, on a curve to the left with a radius 50.00 feet, an arc distance of 35.07 feet, a delta angle of 40°-11'-30'', and a chord bearing of North 04°-16'-56'' East, 34.36 feet, along the existing west right-of-way line of Wapita Court to a point;

thence, on a curve to the right with a radius 50.00 feet, an arc distance of 229.33 feet, a delta angle of 262°-47'-15'', and a chord bearing of South 64°-25'-12'' East, 75.02 feet, along the existing northerly right-of-way line of Wapita Court to a point;

thence, on a curve to the left with a radius 50.00 feet, an arc distance of 37.28 feet, a delta angle of 42°-43'-21'', and a chord bearing of South 45°-36'-46'' West, 36.42 feet, along the existing east right-of-way line of Wapita Court to a point;

thence, on a curve to the left with a radius 1475.00 feet, an arc distance of 184.54 feet, a delta angle of 07°-10'-05'', and a chord bearing of South 20°-40'-03'' West, 184.41 feet, along the existing east right-of-way line of Wapita Court to a point on the north right-of-way line of Wilshire Drive;
thence, on a curve to the left with a radius 15.00 feet, an arc distance of 25.05 feet, a delta angle of 95°-40’-05”, and a chord bearing of South 30°-45'-03” East, 22.24 feet, along the existing north right-of-way line of Wilshire Drive to a point;

thence, on a curve to the left with a radius 420.00 feet, an arc distance of 185.69 feet, a delta angle of 25°-19'-55”, and a chord bearing of North 88°-44'-57” East, 184.18 feet, along the existing north right-of-way line of Wilshire Drive to a point;

thence, North 76°-05'-00” East, 30.00 feet, along the existing north right-of-way line of Wilshire Drive to the principal place of beginning.

Containing 1.678 acres more or less and all being subject to any legal highway and easements of record.

The bearings are based on Recorder’s Plat Book 17, Page 136.

The above description was prepared by Allen J. Berke, Ohio Professional Surveyor Number 8629, based on a survey performed under his direction and dated May 16, 2017. For a pictorial representation, see the attached Exhibit B.
WILSHIRE DR. & WAPITA CT. R/W VACATION

EXHIBIT A

DATE: 05-16-2017

THE BEARINGS ARE BASED ON RECORDER’S PLAT BOOK 17, PAGE 136

SCALE: 1" = 120'

THE BEARINGS ARE BASED ON RECORDER’S PLAT BOOK 17, PAGE 136

SCALE: 1" = 120'

THE BEARINGS ARE BASED ON RECORDER’S PLAT BOOK 17, PAGE 136

SCALE: 1" = 120'

THE BEARINGS ARE BASED ON RECORDER’S PLAT BOOK 17, PAGE 136

SCALE: 1" = 120'

THE BEARINGS ARE BASED ON RECORDER’S PLAT BOOK 17, PAGE 136

SCALE: 1" = 120'
ORDINANCE NO. 8-17

AN EMERGENCY ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF PIQUA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2017 supplement to the Code of Ordinances of the City of Piqua, which supplement contains all ordinances of a general and permanent nature enacted from January 1, 2017 through June 1, 2017 and is referred to as 2017 S-58 Supplement; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to the Ohio Code; and

WHEREAS, it is the intent of the Piqua City Commission to accept these updated sections in accordance with the changes of the law of the State of Ohio; and

WHEREAS, it is necessary to provide for the usual daily operation of the City of Piqua and for the immediate preservation of the public peace, health, safety and general welfare of the City of Piqua that this ordinance take effect immediately as the City Commission has already enacted all of the 2017 ordinance changes contained in the supplement.

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

SEC 1:    That the 2017 supplement to the Code of Ordinances of the City of Piqua as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, is hereby adopted by reference 2017 S-58 Supplement as is set out in its entirety.

SEC. 2: Such supplement shall be deemed published as of the day of its adoption and approval by the Piqua City Commission and the Clerk of Commission is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk of Commission.

SEC. 3: This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua and so that the ordinance already adopted by the City Commission can be codified.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by____________________
seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
EMERGENCY ORDINANCE NO. 9-17
AN EMERGENCY ORDINANCE TO DEDICATE PUBLIC RIGHT-OF-WAY

WHEREAS, on December 15, 2015, Piqua City Commission approved Resolution No. R-165-15 to design a roundabout at the intersection of Looney and Garbry Roads; and

WHEREAS, The City is responsible for acquiring the right-of-way for the construction of the roundabout and in researching the adjacent properties, it was discovered that the City of Piqua is an owner of a parcel that requires dedication of the right-of-way for a continued public purpose; and

WHEREAS, the City Engineer has been working with ODOT to obtain the needed rights-of-way from all property owners and consents to the dedication for the construction of the roundabout.

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: This Commission hereby takes the action necessary to authorize and approve the dedication of a portion of public right of way known as Parcel 11 WD (QC), T on Looney and Garbry as described in Exhibit “A” attached hereto.

SEC. 2: This Commission hereby finds that it is necessary to dedicate the right-of-way for the described property in Exhibit A for the public purpose of constructing a roundabout at the intersection of Looney and Garbry Roads.

SEC. 3: The City Manager shall cause the affected portion of right of way to be dedicated and all appropriate and necessary legal instruments supporting such action to be properly recorded.

SEC. 4: This Ordinance is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the construction of a roundabout cannot move forward without the dedication of the right-of-way and therefore the City of Piqua would risk losing the grant funding provided for the project.

KATHRYN B. HINDS, MAYOR

PASSED: ______________________
ATTEST: ______________________
KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by ____________
seconded by ____________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds ____________ Commissioner Judy Terry ____________
Commissioner John Martin ____________ Commissioner Joseph Wilson ____________
Commissioner William Vogt ____________
EXHIBIT A

PARCEL  11-WD
MIA-LOONEY/GARBRY
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF PIQUA, MIAMI COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of right of way of Garbry Road (County Road 192) and left side of the centerline of right-of-way Looney Road (County Road 194) as shown on a centerline survey plat made in 2017 for the County of Miami, Ohio, titled "MIA-LOONEY/GARBRY" as recorded in Plat Book 26, Pages 48 and 48A of the records of Miami County:

Situated in the State of Ohio, County of Miami, City of Piqua, being part of the 0.503 acre tract, being all the remainder of Inlot 8172 of the City of Piqua as shown in Lot Survey 22, Page 83, and conveyed to City of Piqua by deed of record in Deed Book 650, Page 730, and described as follows:

Beginning for Reference at a concrete monument set (Ohio Department of Transportation Type "A" Monument) at the intersection of the centerline of right-of-way of Garbry Road with the centerline of right-of-way of Looney Road, as shown on Plat Book 16, Page 24 and Plat Book 18, Page 90, located on centerline of right-of-way station 10+00.00 for Looney Road and on centerline of right-of-way station 5+00.00 for Garbry Road;

thence South 84 Degrees 58 Minutes 16 Seconds West, with the centerline of right-of-way of said Garbry Road, passing railroad spikes found at 40.65 feet and 85.43 feet, a distance of 85.46 feet, to the northeasterly corner of a tract of land conveyed to Aaron Leroy Feathers and Saundra L. Feathers by deed of record in Deed Book 511, Page 200, located on centerline of right-of-way station 4+14.54 for Garbry Road;

thence South 04 Degrees 41 Minutes 25 Seconds West, with the easterly line of said Feathers tract, a distance of 30.44 feet to the northermost corner of said 0.503 acre tract, the southerly existing right-of-way line of Garbry Road and the westerly existing right-of-way line of Looney Road, located 30.00 feet right of centerline right-of-way station 4+09.40 for Garbry
EXHIBIT A

Road and 83.42 feet left of centerline right-of-way station 9+53.63 for Looney Road, said point being the True Point of Beginning, (reference a 5/8" rebar located 30.50 feet right of centerline right-of-way station 4+09.74 for Garbry Road);

thence with the easterly line of said 0.503 acre tract and said westerly existing right-of-way line, the following two courses:

South 29 Degrees 23 Minutes 14 Seconds East, a distance of 75.49 feet, to a point, located 40.00 feet left of centerline right-of-way station 8+91.87 for Looney Road, (reference a 5/8" rebar located 39.51 feet left of centerline right-of-way station 8+90.97 for Looney Road);

South 05 Degrees 43 Minutes 16 Seconds West, a distance of 101.87 feet, to an iron pin set, located 40.00 feet left of centerline right-of-way station 7+90.00 for Looney Road;

thence North 84 Degrees 16 Minutes 44 Seconds West, across said 0.503 acre tract, a distance of 40.47 feet, to an iron pin set on the westerly line of said 0.503 acre tract and easterly line of said Feathers tract, located 80.47 feet left of centerline right-of-way station 7+90.00 for Looney Road;

thence North 04 Degrees 41 Minutes 25 Seconds East, with said westerly and easterly lines, a distance of 163.65 feet, to the True Point of Beginning, containing 0.127 acre of which 0.000 acre is within the present roadway occupied and is contained within Auditor's Parcel Number N44-251015.

All references are to the records of the Recorder's Office, Miami County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel Rod, thirty (30) inches long with a 2" diameter aluminum cap stamped "EMHT INC."

All bearings shown are for project use only. The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial reference system.

This description was prepared by John C. Dodgion, Registered Surveyor No. 8069, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in April 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

[Signature]
John C. Dodgion
Professional Surveyor No. 8069
EMERGENCY ORDINANCE NO. 10-17
AN EMERGENCY ORDINANCE PETITIONING THE MIAMI COUNTY COMMISSIONERS TO
CONFORM THE BOUNDARY OF THE CITY OF PIQUA AND SPRINGCREEK TOWNSHIP

WHEREAS, the City of Piqua was notified in late July that it was discovered that nearly 600 parcels
were annexed into the City of Piqua over a period of time but the parcels were not removed from the
Springcreek Township boundary and thus the identified parcels either need to be removed from the Township
boundary or put into a joint taxing district; and,

WHEREAS, the City of Piqua desires to have the annexed parcels removed from the Springcreek
Township boundaries.

NOW, THEREFORE, 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: That the Law Director Stacy M. Wall is directed on behalf of the City of Piqua to present to the
Clerk of the Miami County Commissioners, a petition seeking the removal of the previously annexed territory
described in attached Exhibit A from the Springcreek Township boundaries under the authority of ORC
503.07.

SEC. 2: The Law Director shall deliver a certified copy of this Ordinance to the Miami County Auditor.

SEC. 3: This Ordinance is declared an emergency for the immediate preservation of the public peace,
health or safety in the City of Piqua as if the parcels are not removed from the Springcreek Township
boundary by September 1, 2017, the Miami County Board of Elections must establish voting precincts for the
parcels that are jointly in the City of Piqua and Springcreek Township.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________

KIMBERLY J. HEBB

ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by ______________________ seconded
by ______________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
PETITION FOR BOUNDARY CHANGE

The City of Piqua, Ohio hereby petitions for the removal of previously annexed territory from the boundaries of Springcreek Township under the authority of Ohio Revised Code §503.07. The territory was previously annexed over a period of time but was never removed from the Springcreek Township boundaries. Failure to remove the territory from the Springcreek Township boundaries causes issues for the Miami County Board of Elections and the Miami County Auditor in establishing new precincts as well as a joint taxing district.

The described territory has been in the City of Piqua limits for an extended period of time and has not been treated as if it was also in Springcreek Township. The territory is described in attached Exhibit “A”.

Petitioner has attached hereto and made a part of this petition, an accurate map or plat of the territory sought to be removed from the Springcreek Township boundaries. (Exhibit “B”).

Stacy Wall, City of Piqua, 201 W. Water Street, Piqua, Ohio 45356, 937-778-2049, is hereby appointed agent for the undersigned Petitioner as authorized by Emergency Ordinance No. 10-17, with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase, or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refilling, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.

City of Piqua

Date
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<th>TRACT</th>
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RESOLUTION NO. R-109-17

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO COMPASS MINERALS AMERICA INC. FOR THE PURCHASE OF ROAD SALT FOR THE STREET DEPARTMENT

WHEREAS, road salt must be purchased to remove snow and ice from City streets; and

WHEREAS, bids were received under the Southwest Ohio Purchasers for Government; and

WHEREAS, after solicitation, 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 road salt is hereby authorized to Compass Minerals America Inc. as the best supplier and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications;

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, at a rate of $49.88 per ton.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by __________________________
seconded by __________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
# Commission Agenda
Staff Report

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<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO COMPASS MINERALS AMERICA INC. FOR THE PURCHASE OF ROAD SALT FOR THE STREET DEPARTMENT</td>
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| SUBMITTED BY | Name & Title: Doug Harter, Public Works Director  
Department: Public Works Department |
| AGENDA CLASSIFICATION | ☒ Consent  
☐ Ordinance  
☒ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  
 ☒ Asst. City Manager/Development  
 ☒ Department Director  
☐ Asst. City Manager/Finance  
☐ Law Director  
☐ Other: |
| BACKGROUND | We belong to an organization named Southwest Ohio Purchasers for Government (SWOP4G) which bid out the road salt purchase on behalf of approximately 82 entities this year. The City of Piqua has participated in this joint bid successfully for many years. This year our price ($49.88) came back lower than last year ($55.19). You can review the bid results summary marked as Exhibit “A.”

Last year our snow removal staff was extremely conservative with road salt usage and I expect that to continue in the future. One of our goals is to rely heavily on salt brine and calcium chloride applications. These alternative chemicals are available at a less expensive price and are fairly easy to manage and control. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $137,975.00 for the 2017 year  
Expenditure $: $124,700.00 based on purchasing 2,500 tons  
Source of Funds: Street Dept. budget 101-113-855-7529 |
| Narrative: | We estimated our usage at 2,500 tons for the bid, but we are not required to purchase all of this if we have a mild winter. |
| OPTIONS | 1. Approve Resolution R-109-17 as presented.  
2. Approve Resolution R-109-17 with changes in the amounts proposed.  
3. Deny Resolution R-109-17 and provide direction on how you would like staff to proceed. |
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<th>PROJECT TIMELINE</th>
<th>Salt can be purchased off this contract from 7/1/17 through 6/30/18.</th>
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<td>We recommend approval of this Resolution as proposed.</td>
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<td>ATTACHMENTS</td>
<td>Exhibit “A” – shows the bid tabulation as provided by SWOP4G.</td>
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<td>Exhibit &quot;A&quot;</td>
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**SWOP4G 2017/18 ROAD SALT BID 17-7895-14 TABULATION**

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<td>$69.37</td>
</tr>
<tr>
<td>Riverside, City of</td>
<td>3,000</td>
<td>$55.85</td>
<td>$64.87</td>
<td>$52.42</td>
<td>$68.21</td>
</tr>
<tr>
<td>Sharonville, City of</td>
<td>1,000</td>
<td>$53.94</td>
<td>$51.63</td>
<td>$51.70</td>
<td>$74.12</td>
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<tr>
<td>St. Bernard, Village</td>
<td>500</td>
<td>$53.43</td>
<td>$53.85</td>
<td>$51.27</td>
<td>$75.68</td>
</tr>
<tr>
<td>Sugar Creek Township</td>
<td>500</td>
<td>$60.97</td>
<td>$59.89</td>
<td>$54.94</td>
<td>$66.47</td>
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<tr>
<td>Tate Township</td>
<td>300</td>
<td>$56.11</td>
<td>$56.20</td>
<td>$53.37</td>
<td>$75.41</td>
</tr>
<tr>
<td>Trenton, City of</td>
<td>400</td>
<td>$55.05</td>
<td>$55.72</td>
<td>$53.03</td>
<td>$74.24</td>
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<tr>
<td>Trotwood, City of</td>
<td>1,500</td>
<td>$60.76</td>
<td>$62.92</td>
<td>$56.20</td>
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<tr>
<td>Union Township</td>
<td>2,300</td>
<td>$53.94</td>
<td>$48.63</td>
<td>$51.99</td>
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<tr>
<td>Union, City of</td>
<td>400</td>
<td>$60.55</td>
<td>$62.92</td>
<td>$56.20</td>
<td>$69.40</td>
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<td>Upper Arlington, City of</td>
<td>1,000</td>
<td>$52.79</td>
<td>N/B</td>
<td>$49.62</td>
<td>$60.93</td>
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<tr>
<td>Vandalia, City of</td>
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<td>$55.44</td>
<td>$64.87</td>
<td>$50.47</td>
<td>$68.21</td>
</tr>
<tr>
<td>Washington Twp - Mont</td>
<td>2,000</td>
<td>$56.96</td>
<td>$51.65</td>
<td>$54.67</td>
<td>$68.22</td>
</tr>
<tr>
<td>Washington Twp - Cler</td>
<td>100</td>
<td>$56.11</td>
<td>$55.36</td>
<td>$53.10</td>
<td>$80.13</td>
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<tr>
<td>West Carrollton, City of</td>
<td>1,500</td>
<td>$59.69</td>
<td>$51.65</td>
<td>$54.67</td>
<td>$70.32</td>
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<tr>
<td>Location</td>
<td>Cargill</td>
<td>Morton</td>
<td>Compass</td>
<td>American</td>
<td>Detroit</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------</td>
<td>--------</td>
<td>---------</td>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>West Jefferson, Village</td>
<td>500</td>
<td>N/B</td>
<td>$49.62</td>
<td>$61.08</td>
<td>$51.02</td>
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<td>West Milton, Municipality of</td>
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<td>$59.29</td>
<td>$62.25</td>
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<td>Whitehall, City of</td>
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<td>$52.79</td>
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<tr>
<td>Williamsburg Twp</td>
<td>125</td>
<td>$56.11</td>
<td>$56.20</td>
<td>$53.10</td>
<td>$74.90</td>
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<tr>
<td>Worthington, City of</td>
<td>2,000</td>
<td>$52.79</td>
<td>N/B</td>
<td>$55.43</td>
<td>$60.88</td>
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<tr>
<td>Xenia, City of</td>
<td>1,200</td>
<td>$58.45</td>
<td>$56.94</td>
<td>$55.64</td>
<td>$67.35</td>
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<tr>
<td>Xenia Twp</td>
<td>600</td>
<td>$59.82</td>
<td>$60.44</td>
<td>$55.64</td>
<td>$67.46</td>
</tr>
<tr>
<td>Yellow Springs Village</td>
<td>220</td>
<td>$58.76</td>
<td>$56.94</td>
<td>$50.47</td>
<td>$67.28</td>
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<tr>
<td>Wright Patterson AFB</td>
<td>2,150</td>
<td>N/B</td>
<td>$57.30</td>
<td>$62.45</td>
<td>$69.55</td>
</tr>
</tbody>
</table>

Piling charge per ton: $4.50, $5.00, $4.50, $4.00, $5.00
Additional Participation: Yes, Yes, Yes, Yes, Yes
Performance Bond: $0.00, $0.00, $0.00, $0.00, $0.00
RESOLUTION NO. R-110-17

A RESOLUTION ESTABLISHING "TRICK OR TREAT/BEGGARS' NIGHT" IN THE CITY OF PIQUA

WHEREAS, the annual celebration of Halloween has become a tradition in Piqua; and

WHEREAS, Tuesday, October 31, 2017, from 6:00 P.M. to 8:00 P.M. has been designated "Trick or Treat/Beggars' Night";

WHEREAS, this date is established by the Miami County Council for all of Miami County and the Council recommends that all communities adopt this date.

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: This Commission hereby proclaims Tuesday, October 31, 2017 from 6:00 P.M. to 8:00 P.M. as official "Trick or Treat/Beggars' Night" in the City of Piqua.

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

KATHRYN B. HINDS, MAYOR

PASSED: ________________________

ATTEST: ________________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
RESOLUTION NO. R-111-17

A RESOLUTION TO AWARD A CONTRACT TO PETERSON CONSTRUCTION COMPANY FOR THE EXPANSION AND UPGRADE OF THE WASTEWATER TREATMENT PLANT

WHEREAS, now engineering and detail design on the expansion/upgrade to the Wastewater Treatment Plant have been met and the EPA permit to install has been approved; and

WHEREAS, after proper advertisement, bids were opened on June 13th, 2017, resulting in the tabulation of bids as listed in Exhibit A attached hereto; and

WHEREAS, the City has finalized its application for a loan from Ohio EPA Department of Environmental Financial Assistance (DEFA) which has been approved for said project.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract to Peterson Construction Company for the Wastewater Treatment Plant expansion & upgrade in the amount not to exceed $42,314,738.00.

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 and shall not exceed $42,314,738.00.

SEC. 3: Whereas this legislation meets criterion as entering into a loan agreement as required by Ohio EPA DEFA for said Project.

SEC. 4: 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 of Piqua is under a mandated requirement by the EPA and has a certain time period to complete the project before the permit expires.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________________
seconded by ____________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
| **BUDGETING AND FINANCIAL IMPACT**  
(Includes project costs and funding sources) | **Budgeted $:** | (2017 Expenditure) |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditure $:</strong></td>
<td>$42,314,738.00 (5% contingency included)</td>
<td></td>
</tr>
<tr>
<td><strong>Source of Funds:</strong></td>
<td>DEFA loan.</td>
<td></td>
</tr>
<tr>
<td><strong>Narrative:</strong></td>
<td>Project will be funded through this loan with a 0.8% blended interest rate between the BNR zero% portion and the remainder being market value.</td>
<td></td>
</tr>
</tbody>
</table>

| **OPTIONS**  
(Include Deny/Approval Option) | 1. | Approve the Resolution to enter into an agreement with Peterson Construction for building of the expansion/upgrade of the Wastewater plant. |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.</td>
<td>Denial of the resolution would then have meeting the EPA compliance schedule and milestone dates in great question.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

| **PROJECT TIMELINE** | The project will begin as soon as possible and be completed in approximately 33 months |

| **STAFF RECOMMENDATION** | Approval of the Resolution for final award of a contract to Peterson Construction for the expansion/upgrade of the Wastewater Treatment Plant. |

<table>
<thead>
<tr>
<th><strong>REASON FOR SELECTING CONSULTANT/COMPANY ATTACHMENTS</strong></th>
<th>Competitive open bidding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CDM Smith recommendation letter and Peterson bid summary sheet</td>
</tr>
<tr>
<td>MEETING DATE</td>
<td>August 15th, 2017</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION TO AWARD A CONTRACT TO PETERSON CONSTRUCTION COMPANY FOR THE EXPANSION AND UPGRADE OF THE WASTEWATER TREATMENT PLANT</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Chris Melvin- Wastewater Treatment Superintendent Department: Utilities</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>❑ Consent</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>❑ City Manager</td>
</tr>
<tr>
<td>❑ Asst. City Manager/Development</td>
<td>❑ Department Director;</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>A survey conducted by the Ohio EPA in 2001, showed that the bypass gate -Sanitary Sewer Overflow (SSO) behind the power plant is illegal and doesn’t meet the Clean Water Act. The EPA recommended that the City explore options to address this.</td>
</tr>
<tr>
<td></td>
<td>In the following years, various studies and projects were conducted to approach this issue. In 2011 the mandate came from the EPA with a compliance schedule and the recommendation turned to elimination. It was found that the best viable option was to build an 8.7 million gallon per day expansion and upgrade to the Wastewater treatment plant.</td>
</tr>
<tr>
<td></td>
<td>CDM Smith was contracted by the City to engineer and detail design this expansion/upgrade. On June 20th, 2017 and by passing Resolution R-97-17 an intent to award a contract to Peterson Construction was made for this said project.</td>
</tr>
<tr>
<td></td>
<td>We have finalized the application and been approved for a loan from Ohio EPA Department of Environmental &amp; Financial Assistance (DEFA).</td>
</tr>
<tr>
<td></td>
<td>Peterson Construction was the low bidder with a base bid amount of $40,299,750.00. The total construction cost will be $42,314,738.00 which includes a 5% contingency.</td>
</tr>
</tbody>
</table>
# Wastewater Treatment Plant Upgrade and Expansion

**Project 13-15**
**City of Piqua, Ohio**

## Base Bid Prices and Additive and Deductive Alternates

<table>
<thead>
<tr>
<th>Item</th>
<th>Base Bid Items</th>
<th>Estimated Quantities (A)</th>
<th>Units (B)</th>
<th>Unit Cost in Figures</th>
<th>(F) Total Cost/Item (F = A X E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Construct Wastewater Treatment Plant, Complete in Place -Includes Installation, Overhead and Profit for Base Bid Items 2, 3, and 4</td>
<td>1</td>
<td>L.S.</td>
<td>18,000.00, 20,391.90</td>
<td>38,391.90</td>
</tr>
<tr>
<td>2</td>
<td>ALLOWANCE to Furnish Open-Channel Low-Pressure/High-Output Ultraviolet Disinfection Equipment per Section 11265</td>
<td>1</td>
<td>L.S.</td>
<td>Allowance</td>
<td>$525,500</td>
</tr>
<tr>
<td>3</td>
<td>ALLOWANCE to Furnish Grit Removal and Grit Separation and Dewatering Equipment per Sections 11313, 11320 and 11326</td>
<td>1</td>
<td>L.S.</td>
<td>Allowance</td>
<td>$517,100</td>
</tr>
<tr>
<td>4</td>
<td>ALLOWANCE to Furnish Diesel Engine Driven Generator per Section 11396</td>
<td>1</td>
<td>L.S.</td>
<td>Allowance</td>
<td>$443,000</td>
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<tr>
<td>5</td>
<td>ALLOWANCE to Excavate Below Normal Subgrade and Place Structural Fill</td>
<td>500</td>
<td>C.Y.</td>
<td>$20.00, $30.00</td>
<td>$50.00</td>
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<tr>
<td>6</td>
<td>ALLOWANCE to Excavate Below Normal Subgrade and Place Select Fill</td>
<td>500</td>
<td>C.Y.</td>
<td>$20.00, $5.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>7</td>
<td>ALLOWANCE for Outfall Sewer Apron Top of Structural Slab Surface Repairs</td>
<td>10</td>
<td>Square Feet</td>
<td>$15.00, $20.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>8</td>
<td>ALLOWANCE for Polyurethane Crack Injection Repairs (Reference Detail C/SD-11)</td>
<td>25</td>
<td>Linear Feet</td>
<td>$80.00, $20.00</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Units</td>
<td>Rate</td>
<td>Quantity</td>
<td>Unit Cost</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
<td>--------</td>
<td>----------</td>
<td>-----------</td>
</tr>
<tr>
<td>9</td>
<td>ALLOWANCE for Epoxy Crack Injection Repairs (Referenced Detail D/SD-11)</td>
<td>10 Linear Feet</td>
<td>$80.00</td>
<td>$20.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>10</td>
<td>ALLOWANCE for Top of Structural Slab Surface Repairs (Reference Detail E/SD-11)</td>
<td>50 Square Feet</td>
<td>$10.00</td>
<td>$20.00</td>
<td>$35.00</td>
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<tr>
<td>11</td>
<td>ALLOWANCE for Underside of Structural Slab Surface Repairs (Reference Detail F/SD-11)</td>
<td>15 Square Feet</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$40.00</td>
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<tr>
<td>12</td>
<td>ALLOWANCE for Vertical Surface Structural Wall Repairs (Reference Detail G/SD-11)</td>
<td>15 Square Feet</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$40.00</td>
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<tr>
<td>13</td>
<td>Asphalt Pavement</td>
<td>7,450 Square Yards</td>
<td>$6.00</td>
<td>$22.00</td>
<td>$28.00</td>
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<td>14</td>
<td>Concrete Pavement</td>
<td>750 Square Yards</td>
<td>$38.00</td>
<td>$39.00</td>
<td>$77.00</td>
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<td>15</td>
<td>Concrete Ribbon Curb</td>
<td>3,480 Linear Feet</td>
<td>$15.00</td>
<td>$6.00</td>
<td>$21.00</td>
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<td>16</td>
<td>Concrete Sidewalk</td>
<td>6,580 Square Feet</td>
<td>$3.00</td>
<td>$3.00</td>
<td>$6.00</td>
</tr>
</tbody>
</table>

**Total Base Bid Amount (Figures)**

$40,300,000.00

**Total Base Bid Amount (Words)**

Fifty million three hundred thousand dollars and zero cents.

Bid Form
00360-4
SCHEDULE OF SUBCONTRACTORS

BIDDER proposes the following subcontractors to be used for the Project. All subcontractor specialties indicated below and any subcontractor scheduled to perform 5 percent or more of the Project work must be listed and submitted with the Bid. BIDDER may change subcontractors after bid submittal only as approved in writing by the Engineer. The information provided will be used in the evaluation of the BIDDER. At a minimum, the three (3) apparent low bidders shall provide the address and phone number for each subcontractor listed and five (5) references. The references shall be for similar size and type of project. The references shall include name of project, OWNER contact information, Engineer contact information and General Contractor contact information. The contact information shall include name, phone number and address. The address and phone number and the references for the subcontractor shall be submitted to the OWNER within seventy-two (72) hours of the bid opening.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>SPECIALTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. REGAL</td>
<td>HVAC</td>
</tr>
<tr>
<td>2. WOOLACE</td>
<td>Electrical</td>
</tr>
<tr>
<td>3. REQUAN</td>
<td>Earthwork</td>
</tr>
<tr>
<td>4. Howard</td>
<td>Painting-Coatings</td>
</tr>
<tr>
<td>5. REGAL</td>
<td>Plumbing</td>
</tr>
<tr>
<td>6. REQUAN</td>
<td>Yard Piping</td>
</tr>
<tr>
<td>7. PCC</td>
<td>Masonry</td>
</tr>
<tr>
<td>8. WEST</td>
<td>Roofing</td>
</tr>
<tr>
<td>9. FISTELLER</td>
<td>Paving</td>
</tr>
<tr>
<td>10. PCC</td>
<td>Bypass Pumping</td>
</tr>
<tr>
<td>11.</td>
<td>Fire Detection System</td>
</tr>
<tr>
<td>12.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
</tr>
</tbody>
</table>
5. BIDDER agrees that the Work will be Substantially Complete and attain Final Completion and ready for Final Payment within the Calendar Days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of the Bid:

a. Required Bid Security in the form of a Bid Bond or Cashier’s Check in the amount specified in the Invitation to Bid, Section 00020 of the Maximum Amount Bid (including Additive Alternatives).

7. Communications concerning this Bid shall be addressed to:

Peterson Construction Company

COMPANY
18817 SR 501 N., PO Box 2058
MAILING/STREET ADDRESS
Wapakoneta, OH 45895
CITY Robert Napke
STATE ZIP
ATTENTION


8. The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

34-1342365
Federal Identification Number
Peterson Construction Company
Signature of Individual or Corporate Name

By: Donald J. Bergfeld, President
Corporation Officer
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

Rob Napke
(Name)

By: Vice President Weber/Wastewater Division
(Title)
18817 SR 501 North
(Business Address)
Wapakoneta, OH 45895
(City and State)
Date June 13, 2017

Bid Form 00300-6
June 15, 2017

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

Subject: Wastewater Treatment Plant Project  
Bid Evaluation and Recommendation 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 for construction of the Wastewater Treatment Plant (WWTP) Upgrade and Expansion project on June 13, 2017. A Bid Tabulation Summary is provided below and a complete Bid Tabulation is enclosed with this evaluation.

Six General Contractor bids were received, with Base Bids ranging from $40,299,750 to $58,929,000. The difference between the lowest and highest Base Bids is about 46%, indicating that the high bid was outside of the expected range of bids. The difference between the lowest and second-highest bid was approximately 17%, indicating that the five Contractors with the lowest bids had a similar understanding of the project requirements. The second-lowest Base Bid was higher than the lowest bid by $1,387,000, a difference of approximately 3.4%.

For reference, the Engineer's Opinion of Probable Construction Cost (OPCC) (base bid) for the WWTP project was $45,900,000. This compares to the average of all six bids, which was $46,450,000, and the average of the five lowest bids, which was $43,950,000.

The Base Bid included 16 bid items and no Additive Alternate or Deductive Alternate bid items. The Base Bid results are listed below:

- Peterson Construction Company, apparent low bidder $40,299,750*  
- Building Crafts, Inc. $41,687,000  
- Kokosing Industrial, Inc. $44,297,100  
- Adams Robinson Enterprises, Inc. $46,176,000  
- Danis Industrial Construction Co. $47,297,001  
- Walsh Construction Company II, LLC $58,929,000

(*The bid by Peterson Construction included a small mathematical error that reduced the total bid from $40,300,000 to $40,299,750.)
Mr. David Burtner  
June 15, 2017  
Page 2

CDM Smith is familiar with Peterson Construction Co. and recognizes this contractor as a reputable and reliable firm. As you know, they are nearing completion of the City’s Water Treatment Plant, considered to be a successful project. Peterson Construction has also completed the Equalization Basin next to the City’s wastewater treatment plant. They are thorough, timely, conscientious, 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.

Based on our review and evaluation of the submitted bid documents, we recommend the award of the construction contract for the Wastewater Treatment Plant Upgrade and Expansion project to Peterson Construction Company. It is up to the City of Piqua to award the contract based on the City’s discretion, as guided by the City’s legal counsel.

Closing Comments

Specification Section 00100 Instructions to Bidders Article 11 Award of Contract states that the Owner reserves the right to award as the Owner may determine in its 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,

Mark A. George, P.E.  
Project Manager  
CDM Smith Inc.

Enclosures

cc: Gary Huff  
Cynthia Holtzapple  
Chris Melvin  
Amy Havenar  
Howard Philips
RESOLUTION NO. R-112-17

A RESOLUTION TO AWARD A CONTRACT FOR CONSTRUCTION ADMINISTRATION AND APPLICATIONS ENGINEERING WITH CDM SMITH FOR THE WASTEWATER TREATMENT PLANT EXPANSION & UPGRADE

WHEREAS, On May 5th, 2015, this Commission passed Resolution R-78-15, and now after completing engineering, detail designing, & operating the bid processing of the Wastewater Treatment Plant upgrade/expansion, CDM Smith will oversee the construction phase administration/applications engineering/resident project representatives of this build; and

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

WHEREAS, CDM Smith was chosen from a Request for Qualifications process and best meets the criterion to control this major project within the mandated timeframe and milestone dates set forth by the EPA along with passing of Resolution R-98-17 on June 20th, 2017 as an intent to award contract pending EPA loan approval; and

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

SEC. 1: The City Manager is hereby authorized to enter into a contract with CDM Smith for the construction administration & applications engineering of the Wastewater Treatment Plant expansion/upgrade in the amount not to exceed $5,445,400 an substantially in accordance with attached "Exhibit A."

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 and not to exceed $5,445,400.00.

SEC. 3: This Resolution is to be declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua. Any further delay in the signing of this contract would delay pre-scheduled events that would prevent construction to begin jeopardizing time which is mandated by the EPA and possibly incur additional cost to the City.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________

KIMBERLY J. HEBB

ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by__________________________

seconded by__________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  Commissioner John Martin
Commissioner William Vogt  Commissioner Judy Terry
Commissioner Joseph Wilson
## Commission Agenda
### Staff Report

### MEETING DATE
August 15th, 2017

### REPORT TITLE
(Should match resolution/ordinance title)
A RESOLUTION TO AWARD A CONTRACT FOR CONSTRUCTION ADMINISTRATION AND APPLICATIONS ENGINEERING WITH CDM SMITH FOR THE WASTEWATER TREATMENT PLANT EXPANSION & UPGRADE

### SUBMITTED BY
Name & Title: Chris Melvin- Wastewater Treatment Superintendent
Department: Utilities

### AGENDA CLASSIFICATION
- ☑ Consent
- ☐ Ordinance
- ☑ Resolution
- ☐ Regular

### APPROVALS/REVIEWS
- ☑ City Manager
- ☐ Asst. City Manager/Development
- ☐ Asst. City Manager/Finance
- ☐ Law Director
- ☐ Other:

### BACKGROUND
(Includes description, background, and justification)
On May 5th, 2015, by passing Resolution R-78-15, CDM Smith was contracted by the City of Piqua to engineer and detail design expansion/upgrade to the Wastewater Treatment Plant. In May of 2017, the plans for the Expansion/upgrade were finalized and approved by the Ohio EPA. Bids were opened on June 13th, 2017 and on June 20th, 2017 Resolution R-98-17 passed an intent to award contract pending EPA loan approval.

A Resolution to enter into a contract with Peterson Construction Company for said construction is before the Commission in conjunction with this Resolution.

This Resolution will allow CDM Smith to oversee all aspects of the construction of the plant and ensure that it follows the plans as designed.

The contract for the construction administration with CDM Smith is $5,186,095. However, we are including a 5% contingency which brings the total to $5,445,400.

### BUDGETING AND FINANCIAL IMPACT
(Includes project costs and funding sources)
- Budgeted $: $5,600,000
- Expenditure $: $5,445,400
- Source of Funds: Ohio EPA DEFA loan
- Narrative: Project is to be funded through this loan.

### OPTIONS
(Include Deny /Approval Option)
1. Approve the Resolution to enter into an agreement with CDM Smith for construction administration of the Wastewater plant.
2. Denial of the resolution would then have meeting the EPA
<table>
<thead>
<tr>
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<th>Compliance schedule and milestone dates in great question</th>
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<td><strong>PROJECT TIMELINE</strong></td>
<td>The project will begin as soon as possible and be completed in approximately 33 months</td>
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<td><strong>STAFF RECOMMENDATION</strong></td>
<td>Approval of the Resolution in awarding a contract with CDM Smith for the construction administration of the Wastewater Treatment Plant.</td>
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<td><strong>REASON FOR SELECTING</strong></td>
<td>Request for qualifications</td>
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<td><strong>CONSULTANT/COMPANY</strong></td>
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<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>CDM Smith contract</td>
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AMENDMENT NO: 5
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

This Amendment No: 5 is made and entered into this ____ day of ____________, 2017 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and the City of Piqua, Ohio ("OWNER") dated May 31, 2013, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Wastewater Treatment Plant on May 31, 2013, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

WHEREAS, all amended terms in this Agreement have been approved and authorized by the Piqua City Commission in a public meeting held ____________, 2017, where Resolution R-___-17 was adopted.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

1.4 Construction Phase

During the Construction Phase:

1.4.1 General Administration of Construction Contract.
ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

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

1.4.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.4. Such visits and observations by ENGINEER and the Resident
Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.4.2.2 and other express or general limitations in this Agreement and elsewhere.

1.4.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.4.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Exhibit B.

1.4.3 Defective Work.
During site visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.4.4 Clarifications and Interpretations; Field Orders.
ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
1.4.5 **Change Orders and Work Change Directives.**
ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

1.4.6 **Shop Drawings.**
ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.4.7 **Substitutes.**
ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.4.8 **Inspections and Tests.**
ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

1.4.9 **Disagreements between OWNER and Contractor.**
ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

1.4.10 **Applications for Payment.**
Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

1.4.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the
quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.4.10.1 are expressly subject to the limitations set forth in paragraph 1.4.10.2 and other express or general limitations in this Agreement and elsewhere.

1.4.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.4.11 Contractor's Completion Documents.
ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.4.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
1.4.12 Substantial Completion.
Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.4.13 Final Notice of Acceptability of the Work.
ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.4.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.4.14 Limitation of Responsibilities.
ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.4.15 Duration of Construction Phase.
The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.4 are amended and supplemented as follows. Should any of the assumptions contained herein be exceeded at no fault of the ENGINEER, ENGINEER will require written authorization from the OWNER on the work and costs associated with said work prior to the work proceeding.

1.4.16 Duration of Construction Phase Services.
ENGINEER will provide construction phase services over the duration of the construction contract. The project construction time is assumed to be 1,158 calendar days.

Additionally, ENGINEER will provide Warranty Services, defined in Paragraph 1.4.26, for 12 months following Substantial Completion.

1.4.17 Preconstruction Meeting.
ENGINEER will attend a full-day preconstruction meeting prior to the Contractor's starting of the construction work.

1.4.18 Defective Work.
ENGINEER has no authority to issue a "Stop Work Order" to the Contractor. Any work stoppage must be issued by the OWNER in writing.

1.4.19 Bi-weekly Construction Progress Meetings.
ENGINEER will attend up to 76 bi-weekly construction progress meetings and 24 additional meetings/site visits for the project at various stages of construction to monitor construction progress and answer questions that arise in the field. ENGINEER will prepare
minutes for all meetings with the OWNER and/or Contractor, and will track issues on an
Issues Log through to resolution.

1.4.20 Weekly Construction Meetings.
ENGINEER’s RPR will attend weekly construction progress meetings facilitated by the
Contractor with its subcontractors and management personnel.

1.4.21 Clarifications and Interpretations: Field Orders.
ENGINEER assumes that there will be up to 200 Requests for Information (RFI) for the
project from the Contractor.

1.4.22 Change Orders and Work Change Directives.
ENGINEER assumes that there will be up to 60 Change Orders and Work Change
Directives issued for the project. ENGINEER has no authority to direct the Contractor to
proceed with work without a signed Work Change Directive or Change Order by the
OWNER.

1.4.22.1 Request for Proposal
ENGINEER will issue a Request for Proposal (RFP) to the Contractor when the
OWNER authorizes a change of scope in the Contractor’s work whether it is a
change in scope or additional scope to the existing Contract Documents.
ENGINEER assumes there will be up to 60 RFPs issued for the project.

1.4.23 Shop Drawing Review.
ENGINEER will provide Shop Drawing review for pertinent materials and equipment over
the duration of the construction contract. ENGINEER assumes that there will be 600 shop
drawings to be reviewed. ENGINEER will complete up to two cycles of review on each
shop drawing. Any additional reviews required for additional Shop Drawing and Sample
review will be compensated to the ENGINEER by the OWNER on a monthly basis as
additional services.

1.4.24 Applications for Payment.
ENGINEER will review and make recommendation for payment of monthly Contractor pay
requests over the duration of the construction contract. This service will include
discussions with the Resident Project Representative to verify completion percentages,
stored materials, and quality control issues. ENGINEER’s assumes a maximum of 38 pay
requests, including the final payment request.

1.4.25 Prepare “Record” Drawings.
The Contractor is responsible for maintaining a record copy of the Contract Drawings,
marked up to indicate all changes made during the course of a project. Upon final
completion, ENGINEER will request markup copies of the construction record drawings
from the Contractor. These markups will serve as the basis for generating the Record
Drawings to document the “as-built” conditions, including any changes made to the design
during construction. ENGINEER will update the original AutoCAD files with the
Contractor’s markups. ENGINEER will furnish one digital copy of the PDF files, one full-
size paper copy, and one half-size paper copy of the Record Drawings.

1.4.26 Warranty Services.
ENGINEER will assist the OWNER through the warranty period on matters involving
equipment malfunctions or deficiencies related to the general construction contract.
ENGINEER assumes that Warranty Services will have a duration of 12 months after substantial completion of the construction contract. An allowance of $58,100 is included in the total amount of this Amendment No. 5 for Warranty Services.

1.4.26.1 The anticipated progression of work under the construction contracts will require the OWNER to take possession of various equipment, systems, and processes at different times prior to the overall substantial completion of the construction contract. The warranty period for such equipment, systems, and processes will commence upon the OWNER receiving beneficial use from equipment, systems, and processes. This staged or phased acceptance process will require that multiple warranties be in effect over different time periods. The process outlined below will be used by the ENGINEER to track and document the numerous warranties and the activities that take place under them.

1.4.26.2 The Contractor is required to submit a completed O&M Data, Startup, Testing, and Warranty Matrices submittal per Section 01800 of the Contract Documents. The Contractor will fill-in all related specification section numbers and required services (i.e., O&M data, training, spare parts, startup services, and manufacturer certifications) for the particular equipment and material covered by the specification.

1.4.26.3 In performing Warranty Services, ENGINEER will:

1.4.26.3.1 Receive, review, and provide written response to Contractor-generated and submittal O&M Data, Startup, Testing, and Warranty Matrices submittal (hereinafter referred to as the Warranty Matrices) to verify compliance with the Contract Documents. Upon receipt of the submittal, maintain the warranty tracked Matrices document and provide monthly updates to the OWNER on the status of each service. Define a beneficial use date (or warranty start date) for all equipment and materials.

1.4.26.3.2 Receive OWNER input on equipment and material malfunctions or deficiencies, and notify the Contractor of all deficiencies or failures and request timely corrective actions.

1.4.26.3.3 Assist the OWNER in preparing correspondence to the Contractor as required to document, clarify, and resolve discrepancies.

1.4.26.3.4 Assist the OWNER in planning, scheduling, facilitating, and documenting meetings with the Contractor to discuss warranty-related issues as requested by the OWNER.

1.4.26.3.5 Monitor correction of all deficiencies and prepare and update a Warranty Service Order Log on a monthly basis and track warranty service order requests and corrective action response time.

1.4.26.3.6 Conduct a review of the Warranty Service Order Log prior to the one-year anniversary of the date of Substantial Completion and submit the updated Log to the OWNER and Contractor for final resolution.
1.4.26.3.7  Assist the OWNER and Contractor to resolve warranty service order discrepancies.

1.4.27 Project Management.
ENGINEER will perform necessary project management and oversight during the construction phase of the project to oversee and implement ENGINEER's quality control process, prepare monthly invoices, and perform other necessary project-related administrative tasks.

1.5 Resident Project Representation
Duties, Responsibilities and Limitations of Authority of the Resident Project Representative (RPR) are included in the attached Exhibit B. ENGINEER will provide RPR services. ENGINEER's RPR services will be provided as follows: 40 hours per week and 165 weeks for one RPR, and 40 hours per week and 139 weeks for one additional RPR. Including assumed overtime, a maximum of 12,761 labor hours are included for RPR services.

1.6 Applications Engineering

1.6.1 Coordination and Quality Control.

1.6.1.1 Maintain overall quality assurance/quality control (QA/QC) for the Applications Engineering task throughout the duration of the project.

1.6.1.2 Submit progress reports describing status, work completed since the last report, anticipated work to be completed during the next reporting period, updated Applications Engineering progress schedule, list of outstanding issues that require resolution by others.

1.6.1.3 ENGINEER will attend a project kickoff meeting that shall be held within two weeks after the Process Control System Supplier (PCSS) submits the project plan that will last up to one business day.

1.6.1.4 ENGINEER will attend a submittal review coordination meeting that will take place after the ENGINEER has reviewed the Hardware, Panel Drawing, and Loop Drawing submittal packages from the PCSS. The ENGINEER will use this to coordinate with the PCSS regarding scheduling and installation activities.

1.6.2 Submittals and Workshops.

1.6.2.1 Control Loop Narratives Submittal

1.6.2.1.1 Provide details required from a programming perspective such as software permissives, failure scenarios, etc. Upon receipt of submittal approval, ENGINEER will use these documents, along with the programming standards previously developed, as the basis for PLC programming and HMI graphic display development.

1.6.2.2 Graphic Workshops

1.6.2.2.1 Conduct Process Graphic Standards one-day workshop with OWNER personnel to aide in obtaining detailed comments regarding the graphics standards and methods.
1.6.2.2 Conduct Process Graphic Review one-day workshop with OWNER personnel to obtain detailed comments regarding the graphic displays that have been implemented.

1.6.2.3 **Plant Network Submittal**

1.6.2.3.1 Discuss requirements and topology of the network with the OWNER.

1.6.2.3.2 Discuss requirements of Remote Access functionality with the OWNER.

1.6.2.4 **Computer Maintenance Management System (CMMS) Workshop**

1.6.2.4.1 Conduct a one-day CMMS Workshop with the OWNER staff to discuss requirements and determine templates to be used and an asset hierarchy.

1.6.2.5 **Testing Plan Submittal**

1.6.2.5.1 Detail the approach for testing of the various components of the system to ensure the HMI/PLC programming accurately depicts the requirements set forth within the design documents.

1.6.2.5.2 Define the overall tests anticipated for the various construction projects, sample test forms and procedures, and test approval.

1.6.2.6 **Reports Submittal**

1.6.2.6.1 Conduct a one-day Reports Workshop with the OWNER staff to discuss requirements and determine all report definitions and formats.

1.6.3 **Programming, Configuration and Startup Services**

1.6.3.1 **HMI Database and Configuration**

1.6.3.1.1 Develop the HMI database and the configuration of the Operator Workstations (OWS). The HMI database defines all I/O interface points between the PLC and HMI nodes.

1.6.3.1.2 Develop up to 170 displays, including process and associated pop-ups, to reflect the equipment and I/O provided.

1.6.3.1.3 Develop a trending scheme that allows the users to configure and save user-defined trends.

1.6.3.2 **OIT Database and Configuration**

1.6.3.2.1 Develop OIT database and configuration for up to 5 OIT's.
1.6.3.2.2 Develop up to 140 displays across the multiple OIT's including process and associated pop-ups, to reflect equipment and the I/O provided.

1.6.3.3 Control Logic Programming

1.6.3.3.1 Develop a field I/O list and PLC database list for coordination with other Contractors. The Field I/O list will include tag name, description, rack, slot, and point for each PLC. The PLC database list will include tag name, description, point type (AI, DI, etc.), data type (Real, Integer, Boolean, etc.), and the register address to be used for data transfer by other systems.

1.6.3.3.2 ENGINEER will use the PLC programming standards and conventions as the basis for logic development and organization on this project. Hardware and software will be provided to ENGINEER for its use in development, testing and commissioning of the PLC logic.

1.6.3.3.3 During construction, an Early Development System (EDS), as defined in the contract documents, will be shipped to ENGINEER's office by the Process Control System Supplier (PCSS) for use by ENGINEER throughout the programming phase.

1.6.3.4 Historical Database/Reports

1.6.3.4.1 Provide the programming and configuration of the historical data management system. Historical data will be available for trending and report generation. The reports development will commence based on the approved final reports submittal.

1.6.3.5 Computer Maintenance Management System (CMMS)

1.6.3.5.1 Provide the programming and configuration of the CMMS asset database.

1.6.3.5.2 Develop asset hierarchy and create templates based on the results of the CMMS workshop.

1.6.3.5.3 Input assets, attach vendor manuals, and input all other data that is to be used by the CMMS.

1.6.3.6 Testing and Startup System Support

1.6.3.6.1 ENGINEER will conduct an un-witnessed Application Demonstration Test at ENGINEER's staging facility. By utilizing the Early Development System (EDS) provided by the PCSS, ENGINEER will perform testing of the PLC, HMI, and OIT logic programming and design. This test will verify the functionality, performance, and stability of the control system programming in accordance with the associated approved submittals.
1.6.3.6.2 ENGINEER will provide field startup services, including confirmation of network configuration and stability, field I/O, graphics, trends, alarms, reports, remote access, process control strategy startup, and CMMS startup. ENGINEER’s scope assumes that the PCSS will assist in the field testing and startup and will correct any deficiencies in the installation and equipment operation in a timely manner, as required by specifications. Once a facility is started up and is operating, ENGINEER will demonstrate to the OWNER representative that the control system application software performs as designed. The system application engineering services shall be considered substantially complete for this construction project when the system has met the design intent and any minor problems or issues have been noted on the project punch list.

1.6.4 Training.

1.6.4.1 Operations Training

1.6.4.1.1 ENGINEER will provide HMI and OIT training to operations staff as it relates to monitoring and controlling process operation for this project. Training will provide the modes of operation for each process area from the SCADA system. ENGINEER will coordinate scheduling to meet the needs of the OWNER operations personnel.

1.6.4.2 Management Training

1.6.4.2.1 ENGINEER will provide HMI and OIT training to management staff. Management will be given an overview of the control system configuration and operation, including remote access. ENGINEER will coordinate scheduling to meet the needs of the OWNER Management staff.

1.6.4.3 Training Goals, Subject Matter, and Duration

1.6.4.3.1 ENGINEER will provide training to WWTP operations and management staff to educate plant staff on SCADA system operation to optimize, control, and monitor treatment plant operation through instrumentation and controls. Training will focus on utilizing the SCADA system for monitoring and control of the treatment plant and archiving data, enabling operations and management staff to maintain compliance with the City’s NPDES Permit.

1.6.4.3.2 Up to 32 hours (total) of training will be provided to operations and management staff. Training will be provided in up to four 8-hour training sessions.

1.6.5 Documentation.

1.6.5.1 System Documentation
1.6.5.1.1 ENGINEER will assemble final documentation generated from the previously defined activities for this project. The final documentation will consist of the final control loop narratives (Hard and soft copy), the final Process Graphic Displays (Hard and soft copy), the PLC control logic programs (Soft copy only), and the HMI programming applications (Soft copy only). The soft copies of the documents generated will be provided in the Adobe PDF format and in the native programming language, where appropriate.

1.7 Start-up and Training

1.7.1 Pre-Startup Assistance
Pre-Startup Assistance will be provided during the latter stages of construction, facilitating the transition from initial equipment installation and commissioning by the Contractor to startup and beneficial use of the facility. ENGINEER’s O&M specialist will interface with OWNER and Contractor during this phase to ensure that the Contractor-provided equipment service manuals and vendor training are satisfactory and that the testing and demonstrational stages of the new processes are complete and ready for startup.

During the construction phase, ENGINEER will assist OWNER staff by providing pre-startup O&M assistance on operational issues relative to the completion of construction of the process systems and their startup to include reviewing the Contractor’s equipment and process check-out and demonstration testing, and reviewing manufacturer/vendors’ equipment service manual submittals. The Pre-Startup Assistance subtasks are as follows:

1.7.1.1 Equipment Check-out and Testing. ENGINEER’s O&M Specialist shall review the Contractor's equipment and process check-out and demonstrational testing activities. The review provided by this task is intended to reduce false starts and equipment problems related to coordination between Contractor, equipment vendors, and OWNER staff. During the performance of this task, ENGINEER will provide onsite assistance of one person for up to 20 man-days. It is anticipated that most of this person's time will be spent troubleshooting construction and equipment coordination issues as the Contractor prepares for contractual demonstration and testing requirements and start-up.

ENGINEER’s O&M Specialist will keep written logs of the pre-startup activities. The logs will include operating and testing parameters, test observations, feed rates, and chemical consumption where applicable. The logs will be utilized during plant start-up and will be included in the O&M manual. The O&M Specialist will participate in Contractor’s startup meetings, will advise the Resident Project Representative (RPR) and the OWNER of startup and operations issues, will provide input to Contractor’s requests for information as required, and review and comment to the Contractor’s startup and testing plans.

1.7.1.2 Review Equipment Service Manuals. ENGINEER will have primary responsibility for review of the Contractor’s vendor and manufacturers’ service manuals. The review will assure that proper operations, preventive maintenance, repair procedures, and applicable service information are provided for all specified equipment. The submitted manuals will be thoroughly compared to the construction contract specification section “Operations and Maintenance Data” to
ensure that the submittals are sufficient in content, quantity and provided in a timely manner that enable OWNER staff training and consultation prior to startup.

1.7.2 **Startup Assistance.**
Startup services are specifically intended to assist OWNER staff in the initial operations of the facility during the startup phase. ENGINEER’s O&M Specialist will provide guidance to facility staff for one month through startup, and initial operation of the Wastewater Treatment Plant, for up to 15 man-days of onsite assistance. Prior to startup, ENGINEER will prepare a written startup readiness memorandum that will be used to address startup-related activities. The Startup and operational assistance subtasks are as follows:

1.7.2.1 **Startup Plan.** ENGINEER will attend a Contractor’s startup coordination meeting with the Contractor and OWNER. ENGINEER will review the Contractors Startup Plan, and develop a schedule for plant startup and initial operations-related activities. The Startup Plan provides a sequenced schedule of events that outlines orderly startup and an initial operating schedule. A Startup Readiness Memorandum will be prepared prior to startup to address startup related activities and issues as they relate to the commissioning of the Wastewater Treatment Plant.

1.7.2.2 **Startup Assistance.** During startup, ENGINEER will provide onsite assistance of an Operations Specialist who will assist operating staff through the facility startup phase. For the purposes of this scope of work, the startup phase is budgeted to last for the duration of one month and include 6 man-days of onsite presence.

1.7.2.3 **ENGINEER’s O&M Specialist** will provide the following during this task:

- Onsite assistance (1 person for 6 days)
- In-office assistance (1 person for 5 days)
- Assist plant staff in preparation of equipment systems for initial operation
- Monitor and recommend process optimization adjustments upon startup
- Prepare sample process equipment status log sheets
- Provide informal hands-on instruction to plant staff

1.7.3 **System Operations Training.**
System operations training will consist of both classroom and hands-on training sessions. Unlike manufacturer’s training which focuses on individual equipment units, this training integrates process theory, control/instrumentation strategies, process interactions, startup and shutdown procedures, and process control strategies. ENGINEER will apply for training credit hours (TCH) accreditation through the State of Ohio EPA Division of Surface Water Operator Certification Unit for the training delivered by ENGINEER and equipment vendors.

The operations training program will present information to OWNER staff. Lesson plans will be produced and training conducted for facility process equipment and systems as outlined below. The system operations training will specifically address operational and design intencit issues associated with the new facilities. Each training session will include classroom and hands-on training where appropriate. The final draft O&M Manual will be used extensively and PowerPoint slide presentations will be used for the training program. The training will prepare facility personnel for startup and operation of the equipment and
processes associated with the Wastewater Treatment Plant. The final draft updated Piqua Wastewater Treatment Plant O&M Manual will serve as the basis of training. The training sessions listed below will be scheduled between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday and confined to the time limits listed for each session. The project budget has been established assuming that each training session will be presented twice to accommodate plant operations staff’s schedules. The anticipated training modules are listed below:

- Module 1 — Overview of the Wastewater Treatment Plant, 4 hours
- Module 2 — Raw Sewage Pumping, 2 hours
- Module 3 — Mechanical Screening, 2 hours
- Module 4 — Grit Removal, 2 hours
- Module 5 — Biological Nutrient Removal through Oxidation Ditches, 4 hours
- Module 6 — Secondary Clarification, 2 hours
- Module 7 — Ultra-Violet Disinfection, 4 hours
- Module 8 — Post-Aeration, Effluent Pumping, 2 hours
- Module 9 — Sludge Pumping (RAS, WAS, RDT Feed, Thickened Sludge, Dewatered Sludge), 4 hours
- Module 10 — Sludge Digestion, 4 hours
- Module 11 — Sludge Thickening and Dewatering, 4 hours
- Module 12 — Plant Drain and Non Potable Water (NPW) Pump Stations, 2 hours
- Module 13 — Electrical, HVAC and Plant Support Systems, 4 hours

1.8 Operations and Maintenance Manual
ENGINEER will prepare the Operations and Maintenance (O&M) Manual that will contain plantspecific operations guidelines developed for the Wastewater Treatment Plant. Preparation of the O&M Manual will include collection of information, authoring of text, formatting of information, and will be presented in a consistent manner that is usable, flexible, and expandable. The O&M Manual will include visual aids such as photographs, illustrations, and graphics for simplification and clarification of essential details. The O&M Manual will be written in terms intended to maximize reader comprehension to a target audience who possess basic reading skills. The O&M Manual sections will be delivered in draft and final versions.

ENGINEER will research and develop the O&M Manual sections using design documents, design data, manufacturer’s literature, and site visits as the primary sources of information. The O&M Manual will follow ENGINEER’s standard format and structure. ENGINEER will research, write, and compile various sources of data, including but not limited to drawings, manufacturer’s data, charts, tables, and other graphics as required, authoring the O&M Manual for the Wastewater Treatment Plant.

1.8.1 Printed O&M Manual,
Two copies of the first draft O&M Manual will be submitted to the OWNER at approximately 75 percent completion. Approximately 60 days following startup of the facilities, two copies of the final updated O&M Manual will be submitted for OWNER review. Four final printed copies and one electronic Word-formatted file will be provided approximately 90 days following beneficial use of the facilities.

1.8.2 Electronic O&M Manual,
ENGINEER will convert the final O&M Manual to a searchable, indexed electronic PDF file with links to each key area of the treatment plant. The final document will be delivered on an external computer drive.

1.9 Computerized Maintenance Management System

ENGINEER will implement a Computerized Maintenance Management System (CMMS) for the Wastewater Treatment Plant project using Allmax Antero software. The software, license, and training will be purchased by the Contractor. Training will be provided by Allmax on the Antero program.

Once construction of the project is underway, there will be a need to formalize the maintenance management activities associated with the complex treatment processes associated with the facility in order to ensure that the plant equipment is maintained in a manner that supports the treatment process and preserves the capital investment made by the OWNER, as well as document that maintenance has been performed, properly maintaining the new equipment in accordance with manufacturers recommendations, especially during the equipment warranty period. Assumptions are as follows:

- The OWNER's staff involved in maintenance and maintenance oversight will be made available to the ENGINEER as needed to assist with implementation and training on the system.
- The Antero program and database will be loaded on the WWTP server by ENGINEER.
- Three years of support for the Antero program will be purchased under the construction contract. This is to ensure if any problems occur during or after the creation of the maintenance database that the OWNER's staff is able receive the support that they would normally have for the new software.
- OWNER will provide System Administration, which involves maintaining the Antero software application. Once the CMMS is populated and training is received, the OWNER will identify one individual responsible for maintaining the system and assigning work orders.

The implementation of the CMMS will be broken into five tasks, as follows:

1.9.1 Coordination Meeting,

ENGINEER will meet with the OWNER to discuss project expectations, timing and requirements. The meeting will outline the sequence of events associated with the project and will be an open discussion regarding project logistics. Logistics associated with training and availability of OWNER staff will also be discussed.

1.9.2 Design,

Proper design will define how the Antero software will be implemented to meet the specific requirements of the treatment plant. During this task, ENGINEER will use the functional requirements and use findings discussed in 1.9.1 to construct a logical system architecture that supports the processes related to maintaining the system assets.

During this task, ENGINEER will meet with the OWNER to review the requirements and be sure they are consistent with the plant workflows and processes.

1.9.3 Asset Database Preparation,

Before asset data can be loaded into the Antero system, ENGINEER will compile information that will be entered into the database. The data will be reviewed for quality and
prepared for loading into the Antero system. It is anticipated that most of the information will be compiled from vendor manuals, vendor training, and the Operations and Maintenance Manual.

1.9.4 Antero Configuration.
The Antero system will be set up and populated with equipment data and templates that should reflect the workflows and processes at the treatment plant. The following activities will be completed during this task:

1.9.4.1 Establish and Configure Asset Hierarchy.
The asset hierarchy defines the relationship of the assets to a specific place in the plant and all of the subcomponents to the asset (e.g., a motor to a pump). The asset hierarchy is needed to properly report information, because most information in the system is asset-based. For example, if the total cost of maintenance for the oxidation ditch process must be known, it can be determined based on the total cost of maintenance for assets within that area of the treatment plant that has been entered into the database by personnel when closing work orders. ENGINEER will define a general asset hierarchy that can be used in the system.

1.9.4.2 Load Assets and Configure Forms.
ENGINEER will load the assets into the Antero system to ensure that the data is put in its proper place in the system. Each asset will be established within the hierarchy. Through completion of this task, ENGINEER will also configure the forms to reflect the data loaded into the system, including work orders, preventative maintenance (PM) tasks, and job plans.

Within the Antero system, each asset will have a designated preventative maintenance schedule with the appropriate job plan and list of job tasks. ENGINEER will guide OWNER staff in establishing the PM and the related job plans and job tasks for each asset.

ENGINEER will guide OWNER staff in creating and entering PM tasks for each asset, create job plans and job tasks, and assign the proper job plan/job tasks to each PM protocol.

1.9.5 Advisory/On Call Support.
During this task, the ENGINEER will provide a total of 24 hours of advisory/on call support. The support will focus on how to use the system and will provide for follow-up time to answer questions that arise after completion of training by Allmax.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

2.1 See original Agreement dated May 31, 2013; Amendment No. 1 dated April 25, 2014; Amendment No. 2 dated May 5, 2015; Amendment No. 3 dated August 15, 2016; and Amendment No. 4 dated __________, 2017.

2.2 OWNER has sole authority to issue a "Stop Work Order" to the Contractor. Any work stoppage must be issued by the OWNER in writing.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:
ENGINEER’s services shall be consistent with the duration of the Wastewater Treatment Plant construction project (1,158 calendar days to Final Completion). ENGINEER will provide services 120 days following Final Completion of the Wastewater Treatment Plant construction project by the Contractor, which includes as-needed SCADA support for 120 days following Final Completion of the Project. Additionally, ENGINEER will provide Warranty Services for 12 months following Substantial Completion in accordance with Paragraphs 1.4.16 and 1.4.26.

Should the project schedule run longer than the time periods cited above at no fault of ENGINEER, additional project management time and engineering services will be viewed as beyond the Basic Scope of Services and ENGINEER will need written authorization from OWNER on the additional services and costs associated with said additional services prior to proceeding.

4. The payment for services rendered by ENGINEER shall be as set forth below:

The total estimated “not-to-exceed” fee for the Amended Scope of Services is $9,438,169. The table below shows the total estimated fee for each task, including the total amended “not-to-exceed” amount. ENGINEER’s compensation is not limited by individual tasks except for specific allowances stated above in the Basic Services. Individual task amounts are shown for estimating purposes only. ENGINEER cannot exceed this amended amount unless receiving prior authorization from OWNER in writing.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4 – Construction Administration</td>
<td>$3,064,071</td>
</tr>
<tr>
<td>1.5 – Resident Project Representation</td>
<td>$1,365,000</td>
</tr>
<tr>
<td>1.6 – Applications Engineering</td>
<td>$ 443,760</td>
</tr>
<tr>
<td>1.7 – Start-up and Training</td>
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<tr>
<td>1.8 – Operations and Maintenance Manual</td>
<td>$  194,435</td>
</tr>
<tr>
<td>1.9 – Computerized Maintenance Management System</td>
<td>$   26,011</td>
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<tr>
<td><strong>Total Estimated Amount for Amendment No. 5 Services</strong></td>
<td><strong>$5,186,095</strong></td>
</tr>
<tr>
<td>Original Agreement Amount, including Amendment No. 4</td>
<td><strong>$4,252,074</strong></td>
</tr>
<tr>
<td><strong>Total Amendment No. 5 Not-to-Exceed Amount</strong></td>
<td><strong>$9,438,169</strong></td>
</tr>
</tbody>
</table>

ENGINEER will invoice the services performed based on Exhibit C, ENGINEER’s Fee Schedule for Professional Services (attached). ENGINEER will not proceed with any work that is beyond the Basic Scope of Services of this Amendment without receiving prior written authorization from OWNER on the cost and scope of said out-of-scope work.

5. Except as herein modified, all terms and conditions of the May 31, 2013, Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER

Christopher T. Calpin, P.E., BCEE

DATE: 6/8/17

OWNER

Gary A. Huff
Title: City Manager

DATE:

Approved as to form:

By:
Title: City Law Director
EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on [Date], 2017 between the City of Piqua, Ohio (OWNER) and CDM Smith Inc. (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

3. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
4. **Liaison:**

   a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.

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

5. **Shop Drawings and Samples:**

   a. Record date of receipt of Shop Drawings and Samples.

   b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.

   c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

6. **Review of Work, Defective Work, Inspections, Tests and Start-ups:**

   a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

   c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

   d. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

   e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

   f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.

7. **Interpretation of Contract Documents:** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

8. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
9. **Records:**

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFI’s, ENGINEER’s clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.

   b. Prepare a daily report or keep a diary or log book, recording Contractor’s hours on the job site, Subcontractors present at the Site weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

   c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. **Reports:**

    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

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

    c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.

    d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

11. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. **Completion:**

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

    c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.

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

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

6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.
1. ENGINEER shall be compensated for services performed based on the following hourly billing rates:

<table>
<thead>
<tr>
<th>LABOR CATEGORIES</th>
<th>HOURLY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROFESSIONAL SERVICES</td>
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<tr>
<td>Professional I</td>
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<tr>
<td>Professional II</td>
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<td>Senior Professional</td>
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<tr>
<td>Principal</td>
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<tr>
<td>Associate/Officer</td>
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<td>PROFESSIONAL SUPPORT SERVICES</td>
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<td>Technician</td>
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<tr>
<td>Drafter</td>
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<tr>
<td>Senior Drafter</td>
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<tr>
<td>FIELD SERVICES</td>
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<tr>
<td>Professional</td>
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<td>Senior Professional</td>
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<tr>
<td>PROJECT SUPPORT SERVICES</td>
<td></td>
</tr>
<tr>
<td>Project Administration</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

2. Direct Costs:

In addition to the above rates, OWNER will reimburse ENGINEER for the direct costs applicable for this project as listed below.

All expenses incurred for this project from outside vendors will be invoiced at cost plus 10 percent to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing supplies; equipment; special insurance, licenses; permits; or subcontractors.

Contract employees will be invoiced at cost plus 50 percent to cover overhead costs associated with office support. Total rate for services of contract employees shall not exceed the hourly billing rate of comparable, full-time ENGINEER staff.
ENGINEER's in-house services will be invoiced at the following rates:

Transportation – at Federal Rate for personal or company-owned vehicles, currently at $0.535 per mile as of the date of this Agreement Amendment.

Reproduction: TO BE UPDATED
$0.10/copy for standard page-sized documents
$1/copy for blueprints
$2/copy for sepias
$10/copy for Mylars
$6/sheet for CADD Vellum
$16/sheet for CADD Mylars

Laboratory - Unit prices for sample testing, handling, and storage will be established for individual assignments, if appropriate.

Equipment - A schedule of usage rates for specialty equipment will be established for field assignments, if appropriate.

3. In the event that performance of the services under this Agreement is delayed past December 31, 2017, for reasons beyond the control of ENGINEER or because the scope of such services is changed, the amounts set forth herein shall be subject to adjustment.
RESOLUTION NO. R-113-17

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BOWSER-MORNER, INC. FOR THE TESTING AND OBSERVATION SERVICES OF THE EXPANSION/UPGRADE FOR THE WASTEWATER TREATMENT PLANT

WHEREAS, On May 5th, 2015, this Commission passed Resolution R-78-15 for engineering, detail designing, & bid processing to the Wastewater Treatment Plant upgrade/expansion, and now specifications are set forth for various Quality Assurance & Quality Controls- (QA/QC) of building processes; and

WHEREAS, after solicitation of Request for Qualifications, Bowser-Morner, Inc. has been determined to be the most qualified provider of services within the mandated timeframe and milestone dates set forth by the EPA along with the passing of Resolution R-99-17 on June 20th, 2017 as an intent to award a contract pending EPA loan approval.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract with Bowser-Morner, Inc. for the necessary testing and observation services for the Expansion/Upgrade of the Wastewater Treatment Plant Project as substantially attached as Exhibit A.

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 $335,008.00.

SEC. 3: This Resolution is to be declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua. Any further delay in the signing of this contract would delay pre-scheduled events that would prevent construction to begin jeopardizing time which is mandated by the EPA and possibly incur additional cost to the City.

PASSED: _____________________________

ATTEST: ____________________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by__________________________ seconded by__________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  Commissioner John Martin
Commissioner William Vogt  Commissioner Judy Terry
Commissioner Joseph Wilson
### Commission Agenda
**Staff Report**

**MEETING DATE**  
August 15th, 2017

**REPORT TITLE**  
A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BOWSER-MORNER, INC. FOR THE TESTING AND OBSERVATION SERVICES OF THE EXPANSION/UPGRADE FOR THE WASTEWATER TREATMENT PLANT

**SUBMITTED BY**  
Name & Title: Chris Melvin- Wastewater Treatment Superintendent  
Department: Utilities

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

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

**BACKGROUND**  
(Includes description, background, and justification)  
In May of 2017, the plans for the Expansion/upgrade to the Wastewater Plant were finalized and approved by the Ohio EPA.  
On June 20th, 2017 Res. R-99-17 was passed for an intent to award contract to Bowser Morner. On July 27th, 2017 the EPA approved a loan through its DEFA program. A final award contract to Peterson Construction Company for that construction is before the Commission in conjunction with this Resolution.  
This Resolution will allow Bowser Morner to oversee materials testing aspects of the plant construction and ensure Quality Assurance/Quality Control (QA/QC) following the specifications as designed.  
The contract for the materials testing and observation with Bowser Morner is $319,055. However, we are including a 5% contingency which brings the total to $335,008.

**BUDGETING AND FINANCIAL IMPACT**  
(Includes project costs and funding sources)  
Budgeted $: (2017, 2018, 2019, 2020 Expenditure)  
Expenditure $: $335,008  
Source of Funds: Ohio EPA DEFA loan  
Narrative: Project will be funded through this loan.

**OPTIONS**  
(Include Deny/Approval Option)  
1. Approve the Resolution to enter into an agreement with Bowser Morner for material testing of the Wastewater plant project.  
2. Denial of the resolution would then have meeting the EPA compliance schedule and milestone dates in great question  
3.  
4.

**PROJECT TIMELINE**  
The project will begin as soon as possible and be completed in approximately 33 months.
<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
<th>Approval of the Resolution to award a contract to Bowser Morner for the material testing and observations of the Wastewater Treatment Plant.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>Request for qualifications</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>Bowser Morner material testing pricing attachment</td>
</tr>
</tbody>
</table>
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 required by independent testing laboratories and professional engineers in performing the same or similar services under similar conditions. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND IS ALSO EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS OR DUTIES ON THE PART OF BOWSER-MORNER, WHETHER IN CONTRACT, TORT OR OTHERWISE. BOWSER-MORNER NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ACCEPT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SERVICES AND THE REPORTS WHICH IT RENDER HEREBUNDER.

As used herein, the term "observation" means that BOWSER-MORNER will review the progress of the work at the site and perform tests to determine if the work substantially complies with the plans and specifications provided by the CLIENT.

2. Payment - All invoices from Bowser-Morner are due and payable within 30 days from the date of invoice. No discount will be granted for early payment. All invoices shall be subject to a service fee at an interest rate of 11/2% per month, or a service fee that is permitted by law, if lesser. Failure of the CLIENT to pay BOWSER-MORNER within thirty days after date of invoice shall be sufficient basis for BOWSER-MORNER to stop all work on the project without being liable for any delay of performance or breach of this contract. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. No Interest will accrue on any contested portion of the billing until mutually resolved.

Discovery of the release of regulated hazardous substance on the site under negotiation shall in no way affect the CLIENT's obligation to pay for services rendered by BOWSER-MORNER under this agreement.

Further, failure of the CLIENT to secure a permit or complete a plateaus transition, for any reason, or withdrawal of any permit issued by the appropriate authorities, will be cause for BOWSER-MORNER to commence the work of observation and testing, beyond BOWSER-MORNER's detection of the release of a hazardous substance under the scope of work and in the technical proposal entailing no removal of the CLIENT's obligation to pay for the services in accordance with the contract.

3. Right to Access - Unless otherwise agreed in writing, the CLIENT will furnish BOWSER-MORNER with a right-of-entry to the site in order to perform services identified herein. If the CLIENT is not the owner of the property, then it is the CLIENT's responsibility to secure the right-of-way for the site from the owner. The CLIENT, by furnishing the right-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 remove any damage to the site due to its operations, however, BOWSER-MORNER shall not be liable for any damages to the job 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) CLIENT shall, 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 needed by BOWSER-MORNER. The CLIENT shall furnish or cause to be furnished to BOWSER-MORNER all documents and information that relate to the utility, location, quantity, nature or characteristics of any hazardous substances as defined under CERCLA (42 U.S.C. §9601 et seq.) and petroleum products that may be present on the surface of the CLIENT to prevent such information from being obtained by BOWSER-MORNER at the expense of CLIENT (i) return by BOWSER-MORNER, or (ii) using a manifest signed by the CLIENT as generator, have the samples shipped to the laboratory of the CLIENT's choice and returned to the CLIENT. The CLIENT shall provide and approve the transporters and disposal facilities for all such 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) BOWSER-MORNER shall not be responsible for any damage or losses caused by acts of servants 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, resulting therefrom.

5. Additional Services - If additional services are required beyond the defined scope-of-work presented in the attached technical proposal, BOWSER-MORNER will make a reasonable effort to notify the CLIENT that a change in the scope-of-work is necessary. If a representative of the CLIENT is not available on the job-site, the representative will be notified of the need for additional services. Work will progress when authorized by the CLIENT or its authorized representative. It is understood that the CLIENT has the authority to authorize additional quantities and services beyond that specified in the scope-of-work presented in the technical proposal. Authorization to proceed will be evidenced in writing, and the CLIENT agrees to indemnify BOWSER-MORNER for all "stand-by" time for BOWSER-MORNER while waiting for an authorization to proceed. In such an instance, the CLIENT may provide an oral authorization to proceed.

The CLIENT, by agreeing to the change, also recognizes that the estimated costs or quoted figures may also change and expressly authorizes BOWSER-MORNER to adjust the contract price accordingly.

6. Responsibility for Job-Site Deliverables - BOWSER-MORNER field personnel will provide construction observation at the Job-Site (including sampling and testing, when contracted) and consult with the PARTY to the CONTRACT in connection with the services, testing and observation. BOWSER-MORNER neither assumes, nor has authorized any person to assume, any responsibility or liability in connection with the services and the reports which it renders hereunder.

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 failure or delay in performance of its services due to acts of God, labor disputes or shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failures of materials, supplies, fuel, power or transportation, breakdown of equipment, or any causes beyond its reasonable control, including delay resulting from the CLIENT's failure 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 by BOWSER-MORNER must be asserted immediately, in writing and BOWSER-MORNER shall be given an opportunity to investigate such objections before the alteration of the Job-Site conditions or displacement of fast samples or specimens. If 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 submitted to an impartial third party to resolve the conflict, at the expense of the CLIENT.

9. Disposal of Samples - All test samples acquired by BOWSER-MORNER in the performance of this contract are the property of the CLIENT. BOWSER-MORNER will hold tests samples until the CLIENT requests their destruction or disposal by the CLIENT or (if the CLIENT requests) by a third party. All fast samples and specimens shall be disposed of in a manner and in a facility acceptable to the CLIENT. BOWSER-MORNER shall, at the CLIENT's request, make available for inspection and sampling a representative portion of the CLIENT's samples.

10. Contaminated Equipment - All laboratory and field equipment contaminated in performing BOWSER-MORNER services will be cleaned at the CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall be returned to the CLIENT's expense. All such equipment shall be delivered to CLIENT or disposed of in a manner similar to that indicated for hazardous samples. CLIENT agrees to pay for the fair market value of any such equipment which cannot be reasonably decontaminated.

11. Deliverables - BOWSER-MORNER will provide CLIENT with a written report on field observations and test results (including an identification of test methods employed) as required by the CLIENT's scope of work and any subsequent additional services that are agreed upon in writing. Additional Information - All requests for additional information, 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 certain information provided to it by third parties, including government agencies and other entities. BOWSER-MORNER will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or misrepresentative signing of 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 Regulatory Conditions - If BOWSER-MORNER's report indicates that the site under investigation has releases of regular, hazardous substances which would require the CLIENT to notify public authorities in accordance with prevailing law, if the CLIENT fails to notify the public authorities within a reasonable length of time and, in the event such 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 all reports and other documents prepared by BOWSER-MORNER as required by the scope-of-work and will provide this information and instruments of services for use by the CLIENT in connection with the project or work provided for under this agreement. All documents generated under this agreement shall remain the sole property of BOWSER-MORNER and are subject to the following provisions:

(a) All reports, field test data, calculations, estimates and other documents prepared by 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 or for any other project or purpose 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 any implied right to own the services rendered in connection with such disclosure. Any 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.

(b) The CLIENT agrees that all reports and other work furnished to the CLIENT, or its agents, which are furnished for or, will be returned upon demand and will not be used by the CLIENT for any purpose. BOWSER-MORNER will then be free to use such reports for any purpose.

(c) If the CLIENT desires to use information within CLIENT's control and deemed necessary by BOWSER-MORNER for proper performance of the services, BOWSER-MORNER may rely upon CLIENT provided documents in performing the services required under this Agreement; however, BOWSER-MORNER assumes no responsibility or liability for the accuracy or completeness of the information. BOWSER-MORNER provided documents will remain the sole property of CLIENT.

14. Indemnification - BOWSER-MORNER shall secure and maintain through the full period of this Agreement and for a period of 2 years thereafter, from claims under applicable worker's compensation statutes and from claims for bodily injury, death or property damage caused by BOWSER-MORNER, because of personal injury, losses, property damage or personal injury, including death, arising out of the following:

(1) The actions of the CLIENT and its employees, actions of any third parties or actions of any third party except as provided in Section 15(b) herein, including but not limited to:
   (i) CLIENT's violation of any federal, state or local statute, code, ordinance or order relating to the disposal of toxic or hazardous substances or constituents
   (ii) CLIENT's failure to report a release of a regulated or hazardous substance
   (iii) CLIENT's remediation actions and costs related to the hazardous removal, cleanup, disposal, transportation or disposal of toxic or hazardous substances or constituents removed from the CLIENT's job site under this agreement.

(2) Exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the performance of the scope-of-work presented in the technical proposal except as provided for in Section 15(b) herein.

(b) BOWSER-MORNER shall indemnify and hold harmless the CLIENT, its agents and employees, from and against all claims, damages, losses and expenses arising out of the performance of work on the Project to the extent that such damages, losses, defense, damage, loss or expense (1) is attributable to personal injury, including death, or property damage caused by negligent acts or omissions of BOWSER-MORNER, its employees, agents or contractors, and subject to the limitation of liability stated in Section 16.

15. Limitation of Liability - The CLIENT agrees to limit BOWSER-MORNER's liability on the project, arising from any loss or damage, for 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 the event that BOWSER-MORNER be liable for any special, indirect, punitive, exemplary or consequential damages, including but not limited to damages for loss of use, loss of investment, or others or similar damages, resulting from the services and reports it renders hereunder. Except as provided herein, BOWSER-MORNER hereby waives any other right of recovery and agrees that the payment by BOWSER-MORNER hereunder shall be the sole and exclusive remedy of CLIENT.

16. Termination - This Contract may be terminated by either party upon seven (7) days written notice to the other party at any time herein on the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if such substantial failure has been remedied before expiration of the period specified in the written notice. If this Contract is so terminated, BOWSER-MORNER shall be paid for services performed to the termination date, plus termination expenses. Termination expenses shall include the cost of personnel, equipment, and other related expenses reasonably incurred in connection with the termination of this Contract. No termination or amendment of this Contract shall relieve any party of obligations hereunder.

17. Mediation - No action or lawsuit or cause of action shall ever be commenced against the PARTIES or any of them as parties hereto in any court of law arising out of or relating to this Agreement or any matters arising out of or related to any claims set forth herein, unless the PARTIES shall fail to settle all disputes between them and their representatives, in good faith and in accordance with rules and procedures established by the American Arbitration Association.

18. Mediation - No action or lawsuit or cause of action shall ever be commenced against the PARTIES or any of them as parties hereto in any court of law arising out of or relating to this Agreement or any matters arising out of or related to any claims set forth herein, unless the PARTIES shall fail to settle all disputes between them and their representatives, in good faith and in accordance with rules and procedures established by the American Arbitration Association.

19. Entire Agreement - This Contract embodies the entire agreement of the parties respecting the subject matter herein. There are no promises or warranties, express or implied, unless contained herein.

20. Entire Agreement - This Contract embodies the entire agreement of the parties respecting the subject matter herein. There are no promises or warranties, express or implied, unless contained herein.

21. Governing Law - This Contract shall be construed according to, and the legal relations between the parties hereto shall be determined by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

22. Governing Law - This Contract shall be construed according to, and the legal relations between the parties hereto shall be determined by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

23. Entire Agreement of Agreement This Agreement's Terms and Conditions, of which this provision is a part, have been established in large measure to alleviate certain risks between CLIENT and BOWSER-MORNER. BOWSER-MORNER will not initiate service without formal agreement on Terms and Conditions and other terms and conditions set forth in this AGREEMENT. For purposes of compliance, CLIENT may choose to accept this AGREEMENT orally or to orally authorize BOWSER-MORNER to initiate service. In either event, CLIENT specifically agrees that, as a material element of the consideration, BOWSER-MORNER requires to execute these services indicated herein, CLIENT's oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this AGREEMENT. BOWSER-MORNER's unilateral modification of this AGREEMENT subsequent to BOWSER-MORNER's initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or similar forms are inapplicable to this AGREEMENT and to BOWSER-MORNER's involvement in CLIENT's project.
June 14, 2017

Mr. Chris Melvin, Wastewater Plant Supt.
City of Piqua
201 W. Water Street
Piqua, Ohio 45356

Re: Proposal No. 990-10693, Testing & Observation Services for the City of Piqua, Wastewater Treatment Plant Upgrade and Expansion Project, Piqua, Ohio

Dear Mr. Melvin,

We are pleased to submit a suggested budget for field testing and observation services for the City of Piqua, Wastewater Treatment Plant, Upgrade and Expansion Project. Bowser-Morner, Inc. is staffed with experienced technicians who are cross-trained and equipped to perform the various required examinations and testing in order to provide an economical and cost effective service during construction of this project. The total cost of these services is entirely dependent on the contractor's schedule and their construction efficiency. The budget estimate is not a "lump sum" or "not to exceed" amount. Bowser-Morner, Inc. will inform you when 80 percent of this budget estimate has been expended. We are able to provide services under the following AIA and CSI general category construction specification sections and the Ohio Building Code:

- QUALITY CONTROL AND TESTING LABORATORY SERVICES (01400) (01 410)
- EARTHWORK (02200, 02221, 02230) (Embankments, Backfill & Subgrade) OBC 1704.7
- TRENCHING, BACKFILL & COMPACTATION (02221)
- UNIT MASONRY – MORTAR/GROUT (04 200) OBC 1704.5
- STRUCTURAL STEEL (05 120) OBC 1704.3
- ANCHOR BOLTS/FASTENERS (05 500) OBC 1703.4.2 & 1704.4
- PAVEMENT (02500)

- REINFORCING STEEL (03 200) OBC 1704.4
- CAST-IN-PLACE CONCRETE (03 300) OBC 1704.4
- ASBESTOS ABATEMENT (02080)
- ALUMINUM CONSTRUCTION (05 500) OBC 1701.2
- CONCRETE PAVEMENT AND WALKS (02520, 02515)(Including Aggregate Bases)
- METAL BUILDING SYSTEMS (013 125)
Bowser-Morner is an AASHTO certified laboratory for soils, concrete, asphalt and aggregates.

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 e-mail addresses) if you need any other company or person to receive a copy of the reports or test results on this project.

We are looking forward to again 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.

John E. Gray, E.T.
Manager
Field Services Department

JEG/ddl
Quote Form B-Mod.
2-Addressee
1-File

Accepted: City of Piqua

__________________________
Signature

__________________________
Name

__________________________
Title

__________________________
Date
II. MATERIAL TESTING SERVICES BUDGET ESTIMATE AND FEE SCHEDULE

The budget estimates established below are based on the specifications, plans, and geotechnical report. An estimated duration of 30 months was provided as a part of the Material Testing Request for Proposal received April 11, 2017. Estimated material quantities or the contractor's schedule were not provided. It is understood the services will be performed on a continuous basis where directed by the project specifications and on a will-call basis for periodic observations. The client will have control over the amount of services provided by Bowser-Morner, Inc.

Bowser-Morner personnel working on site will provide daily written reports for documentation of each activity observed, monitored, and tested. The daily reports will be compiled into a weekly summary report.

The daily and weekly reports will include typical project components of underground site utilities and subgrade soils below foundations, reinforcing steel for foundations, slab on grade and on deck, structural steel, and items of non-conformance. For items of non-conformance or items requiring corrective measures, additional documentation will be made of the corrected work.

A. EARTHWORK – EMBANKMENTS, SUBGRADES, AND BACKFILL (OBC-1704.7) (02200)

A Level II technician equipped with a nuclear testing gauge will be on site on a full time basis to continuously monitor embankment construction and subgrade preparation for fills by verifying that the soil conditions are consistent with the information in the geotechnical report and by proof rolling operations. The technician will observe and monitor foundation soils for compliance with the project specifications. He will also monitor the placement, installation, backfilling, and compaction of underground sanitary, storm water, gas, power, and other buried utilities included in this project.

Samples of the embankment and backfill materials will be obtained for Proctor tests. Gradations with Atterburg limits will be completed to verify embankment materials. The technician will verify the placement and lift thickness of engineered and backfill materials, and will conduct field moisture/density tests in compliance to the project specifications for each lift of fill. Site work backfill and fills for pavements will be compacted to the requirements of outlined in project specifications.

Laboratory Testing and Equipment Fees in Support of Level II Technician:

Embarkment Construction and Utility Construction and Backfill:
- 6 Proctor Curves on Fill Material
- 6 Classifications
- 222 Days of Nuclear Gauge

Estimated Budget $6714.00

B. CAST-IN-PLACE CONCRETE FOR FOUNDATIONS, WALLS, AND BUILDING SLABS, (INCLUDING REINFORCING STEEL) (OBC 1704.4) (03300)

A Level II technician, ACI certified, will be on site full time to provide continuous observation and monitoring during concrete placement of footers, slabs, walls, decks, and other miscellaneous structural concrete. Prior to the placement of concrete, the technician will check the placement of reinforcing steel for compliance with the project plans with respect to size, grade, spacing, cleanliness, overlap, and ties. The technician will monitor the installation of formwork.

Bowser-Morner will review the design mix of each class of concrete provided by the concrete producer for compliance with the project specifications.

During concrete placement, the technician will sample and perform the required testing of plastic concrete such as temperature, slump, and air content in accordance to the project specifications as well as ASTM and ACI standards. The technician will make one set of five concrete test cylinders at the intervals specified, and no less than one set per day per class of concrete. The technician will observe that proper vibrating equipment is being utilized during the pour and that curing methods are in accordance with the project specifications.

The technician will pay particular attention to concrete placement during periods of cold ambient temperatures.

This work overlaps with, and is concurrent with other site activities.

No pour schedule was provided for this work and the number of placements directly affects the testing service cost. Given the nature of Wastewater Treatment Plant Construction, the concrete is estimated to
be placed with about 20 percent of the pours of 100+ cubic yards and the remaining pours will be 100 cubic yards or less. Based on these assumptions we estimate that 330 concrete pours and 330 sets of 5 cylinders will be required over the period of construction.

**Laboratory Testing to Support One Technician Level II (ACI Certified) for Concrete:**
- 66 Pours ≥ 100 cu.yd.
- 264 Pours < 100 cu.yd.
- 396 Sets of 5 Cylinders – 1980 Cylinders

Estimated Budget: $33,660.00

**C. MASONRY**
A technician will be provided on a part-time basis (except when required on a continuous basis) to observe and verify the construction of masonry walls and partitions, per the Ohio Building Code requirements for Level 1 inspections and/or the field quality control section of the project specifications.

The technician will review the mix design for mortar and grout for compliance with the project specifications and will monitor on-site mixing operations to verify compliance with the mix design. The technician will verify that the grout space is clean prior to grout placement and monitor the procedures used for proper installation methods including the placement size, grade, and type of reinforcing steel. The technician will monitor the protection and curing of mortar and grout during periods of cold or hot ambient temperatures.

The technician will sample and make test specimens of mortar and grout during placement at intervals specified in the project documents and return the specimens to the laboratory for compressive strength.

**Laboratory Testing to Support CMU Wall Examination for Structures:**
- 10 Sets of 3 Mortar Cubes
- 10 Sets of 4 Grout Prisms

Estimated Budget: $3,450.00

**D. STEEL TECHNICIAN LABOR**
A technician will be provided on a part time basis (except when required on a continuous basis) to examine structural steel construction per the Ohio Building Code and the project specifications. The technician will verify member sizes, structural joints, and welder’s certifications. High strength bolted snug tightened and slip critical connections will be examined to confirm correct tightness per the specifications using a calibrated torque wrench where required. Welded connections will be visually examined per AWS D1.1. Included under this item is the examination of post-installed concrete anchors per plan sheet SD-9, Table 2.

**Steel Technician**
Technician $51.00 × 25 Days × 4 Hours

Estimated Budget: $5,100.00

**E. ABATEMENT PROJECT MANAGEMENT (SUBCONTRACTED)**
A representative will be on site to provide surveillance and overview of the project activities. Work area inspections will be performed to determine regulatory compliance. The representative will also coordinate the work activities between the contractor and owner.

**Embankment Construction and Utility Construction and Backfill:**
- Calibration of pumps before and after sampling
- Collection, ID, and documentation of samples collected
- Sample delivery to laboratory with chain of custody
- Phase contrast microscopy (PCM) air sample analysis
- Final report

On Site Project Management
10 Shifts (includes items listed above)

Estimated Budget: $13,450.00

**F. TECHNICIAN LABOR**
We estimate our Level II technician will be required on the project 85 percent of the total planned working days and the Level I (second) technician 15 percent of the total planned working days.
We anticipate daily 8-hour work shifts or a “four tens” workweek is planned for this project. For budget purposes, we are including twenty hours per month for the Level II technician only.

Level II Technician
- Lead Technician (Standard Rates) $41.50 \times 406 \text{ Days} \times 8 \text{ Hours} \times 0.85 \quad $114,573.00
- Lead Technician (Winter Rates) $40.00 \times 130 \text{ Days} \times 8 \text{ Hours} \times 0.85 \quad $35,360.00

Level I Technician
- Level I Technician (Standard Rates) $40.00 \times 406 \text{ Days} \times 8 \text{ Hours} \times 0.15 \quad $19,488.00
- Level I Technician (Winter Rates) $38.50 \times 130 \text{ Days} \times 8 \text{ Hours} \times 0.15 \quad $6,006.00

Technician Overtime (Level II Technician Only at 20 Hours per Month)
- Level II Technician (Standard Rates) 23 Months \times 20 \text{ Hrs} \times 41.50 \times 1.35 \quad $25,771.00
- Level II Technician (Winter Rates) 7 Months \times 20 \text{ Hrs} \times 40.00 \times 1.4 \quad $7,560.00

Summary of Fees for Professional Services
- Report Review by Project Engineer 4887 Hours \times 0.1 \times 70.00 \quad $34,209.00
- Mileage 536 Trips \times 54 Miles \times 0.65 \quad $18,814.00
- Soils Equipment and Laboratory \quad $6,714.00
- Concrete Equipment and Laboratory \quad $33,680.00
- Masonry Equipment and Laboratory \quad $3,450.00
- Abatement Project Management \quad $13,450.00

ESTIMATED BUDGET FOR ITEMS A THROUGH F \quad $319,055.00

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.

G. UNIT FEE SCHEDULE

1. OBSERVATION AND TESTING SERVICES (3.0 Hour Minimum)
   a) Soil, Concrete, Reinforcing Steel, & Masonry
      1) Senior Technician (Lead Technician - Technician II)
         *(Winter Rates Will Apply from January 1 through March 31)
         $41.50/hour*
      2) Field Technician (Technician I)
         *(Winter Rates Will Apply from January 1 through March 31)
         $40.00/hour*
   b) Steel Technician - Bolt Torquing, Visual Weld Examination, and
      Anchor Bolt Pull-Out Tests \quad $51.00/hour
   c) Rate Multiplier for Technician Over 40 Hours/Week Including Weekends & Holidays \quad 1.35
   d) Mileage – Round Trip to Project \quad $23.00/trip
   e) Mileage to Fabrication Plants (if required) \quad $0.65/mile
   f) Nuclear Density/Moisture Gauge (ASTM D-2922/D-3017) \quad $20.00/day
   g) Report Review by Project Engineer 0.1 Hour/Each Technician Field Hour \quad $70.00/hour
   h) Special Trips Required For Sampling, Soil or Base Material, or
      Cylinder Pick-Up if Needed (Includes Mileage & Labor) \quad $72.00/trip

2. LABORATORY TESTING SERVICES FOR CONCRETE, MORTAR AND GROUT
   a) Cylinders – Compressive Strength (ASTM C-39) \quad $17.00/each
   b) Cubes – 2 x 2 Compressive Strength (ASTM C-109) \quad $29.00/each
   c) CMU Compressive Strength & Absorption (ASTM C-140) \quad $290.00/set of 6
   d) Grout Prisms - 3 x 3 Compressive Strength (ASTM C1019) \quad $29.00/each

3. LABORATORY TESTING SERVICES FOR SOILS & AGGREGATES
   a) Proctor (Moisture – Density) Curves (ASTM D-698/D-1557) \quad $179.00/each
   b) Grain Size Analysis (Sand and Gravel)
      1) Aggregate Gradation Coarse and Fine (6 Sieves) (ASTM C-136) \quad $49.00/each
      2) Aggregate Base (Includes No. 200 Sieve/Decant) \quad $99.00/each
      3) Aggregate Decantation (ASTM C-117) \quad $45.00/each
c) Classification - Granular Soils (ASTM D-422/D-2216) $ 60.00/each
d) Atterburg Limit (ASTM D-4318) $ 68.00/each

4. LABORATORY TESTING SERVICES FOR ASPHALT
   a) Extraction & Gradation (ASTM D2172, D5444) $136.00/each
      Includes Ash Correction Centrifuge Method A
   b) Maximum Theoretical Specific Gravity, Rice Specific Gravity (ASTM D20411) $115.00/each
c) Density of Cores (ASTM D2726) Includes Trimming $  37.00/each
d) Density of Cores – Paraffin Method (ASTM D1188) $  57.00/each
e) Data Review and Report $  19.00/each

5. LABORATORY TESTING SERVICES FOR MASONRY AND GROUT
   a) Concrete Masonry Units (Block) ASTM C 90
      1) Compressive Strength and Absorption (C 140) $271.00/set of 6
      2) Linear Shrinkage (C 426) $580.00/set of 3
      3) Prisms (C 1314)
         a) 2- High $251.00/set of 3
         b) 3- High $311.00/set of 3
c) Filled Cores, Additional $120.00/set of 3

6. SPRAYED ON FIREPROOFING (ASTM E-605 AND E-736)
   a) Technician – Thickness Measurements and Sampling (3.0 Hour Minimum) $ 40.50/hour
   b) Density Tests (E-605) $ 55.00/each
c) Cohesion/Adhesive Test (E-736) (Fee on Request)
d) Data Review and Report $  19.00/each

7. CONCRETE MOISTURE TESTS
   a) Calcium Chloride Method (ASTM F-1869)
      1) Moisture Test (Minimum of 3 Each) $109.50/1st 3 Kits
      2) Additional Moisture Kits in Same Trip $  37.00/each
      3) Mobilization $145.00/trip
   b) Relative Humidity Method (ASTM F-2170)
      1) Moisture Test (Minimum of 3 Probes) $202.00/1st 3 Probes
      2) Additional Probes in Same Trip $  67.00/each
      3) Mobilization $145.00/trip

8. CONCRETE CORING (2.0 HOUR MINIMUM)
   (Quoted by the Job and Based on the Following)
   a) Portable Equipment (2 Technicians) $ 99.00/hour
   b) Truck Mounted (2 Technicians) $106.00/hour
c) Core Compressive Strength (C42) $ 62.00/each
d) Mileage $  0.70/mile

9. STRUCTURAL STEEL – Non Destructive Testing-Ultrasonic Method (Subcontracted to American Testing)
   a) Half Day $570.00
   b) Full Day $995.00

10. ENGINEERING SERVICES
    a) Chief Engineer $180.00/hour
    b) Senior Engineer II $125.00/hour
c) Assistant Manager Field Services (2.0 Hour Minimum) $ 80.00/hour
d) Engineer I $ 95.00/hour
e) Technical Writer $ 52.00/hour
f) Drafter $ 60.00/hour
g) Word Processor $ 45.00/hour

The fees in this proposal are valid through February 2020.
REPORT DISTRIBUTION FORM

PROJECT INFORMATION:

<table>
<thead>
<tr>
<th>Project Description:</th>
<th>Project Site Street Address</th>
</tr>
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<tbody>
<tr>
<td>City:</td>
<td>State:</td>
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<tr>
<td>Site Phone:</td>
<td>Site Fax:</td>
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CLIENT INFORMATION:

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ADDITIONAL ADDRESSEES/COMPANIES TO RECEIVE REPORTS:

<table>
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(copys form to list additional recipients)

Authorized Person: ___________________________ Signature and Title ___________________________ Date ___________________________

BOWSER MORNER
Terms and Conditions for Construction Observation and Testing Services

1. Performance - In performing the services specified by the statement of work (the "Services") proposed, BOWSER-MORNER will use due care and skill ordinarily exercised by independent testing laboratories and professional engineers in performing the same or similar services under similar circumstances. The work will be performed EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS ALSO EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, LIABILITIES OR RESPONSIBILITIES ON THE PART OF BOWSER-MORNER, WHETHER IN CONTRACT, TORT OR OF OTHERWISE. BOWSER-MORNER NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SERVICES AND THE REPORTS WHICH IT RENDERED HERETUNDER.

As used herein, the term "observation" means that BOWSER-MORNER will perform a visual inspection of the work, while the term "testing" means the testing (such as the presence of hazardous materials, or any other influencing factors beyond BOWSER-MORNER's control) discovered by BOWSER-MORNER during the execution of the scope-of-work presented in the technical proposal shall in no way remove the CLIENT's obligation to pay BOWSER-MORNER for services rendered. Further, failure of the CLIENT to secure a permit or complete a business transaction for any reason, including but not limited to unfavorable or adverse conditions (such as the presence of hazardous materials, or any other influencing factors beyond BOWSER-MORNER's control) discovered by BOWSER-MORNER during the execution of the scope-of-work presented in the technical proposal shall in no way remove the CLIENT's obligation to pay BOWSER-MORNER for services rendered.

3. Right to Access - Unless otherwise agreed in writing, the CLIENT will furnish BOWSER-MORNER with a reasonable opportunity to perform the services specified herein. If the CLIENT is the owner of the property, then it is the CLIENT's responsibility to secure the right-of-way entry to the site from the owner. All persons having right-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 not be liable to the CLIENT or the CONTRACTOR for any damages caused to the site due to its operations, however, BOWSER-MORNER shall not be liable for any damages to the job 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) 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 are needed by BOWSER-MORNER. In addition, CLIENT shall furnish or cause to be furnished to BOWSER-MORNER all drawings and information then known to the CLIENT or has access to, concerning the location, quantity, nature or characteristics of any hazardous substances as defined under CERCLA (42 U.S.C. 9601 et seq.) and petroleum products, at or under the site. Failure to provide such information at project start-up will be sufficient basis to stop all work on the project without being liable for delay of performance or breach of contract.
(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 employees of any contractors or subcontractors of the CLIENT on the project, including overall job-site safety.
(c) BOWSER-MORNER shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, and/or mislabeled utilities, and CLIENT agrees to indemnify BOWSER-MORNER from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom.

5. Additional Services - If additional services are required beyond the ordinary scope-of-work presented in the attached technical proposal, BOWSER-MORNER will make a reasonable effort to notify the CLIENT that a change in the scope-of-work is necessary. If a representative of the CLIENT is not available to discuss the changes and the representative will be notified of the need for additional services.

6. Responsibility for Job-Site Decisions - BOWSER-MORNER field personnel will provide construction observation at the job-site (including sampling, and testing), and testing (such as the presence of hazardous materials, or any other influencing factors beyond BOWSER-MORNER's control) discovered by BOWSER-MORNER during the execution of the scope-of-work presented in the attached technical proposal. If BOWSER-MORNER's observations and/or test results are not in line with the construction plans and specifications, BOWSER-MORNER will immediately notify the contractor and make a written description of the observations and/or test results. If the contractor agrees with the observations, the contractor will be notified of the time to proceed with the construction plans and specifications, within a reasonable length of time, then BOWSER-MORNER will notify the CLIENT. It is the CLIENT's responsibility to act promptly and require the contractor to correct the observed construction deficiency.

In the event that the CLIENT authorizes BOWSER-MORNER to act as a "limited agent" to the authority to control and/or stop work on the construction site until the contractor has corrected any observed construction deficiency, then the CLIENT will define the limited agent function in the scope-of-work under this agreement and in the contractor's general construction contract.

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 held liable for failure or delay in performance of its services due to acts of God, labor disputes or shortages, strikes or lockouts, strikes or failure of raw materials, slowdown or stoppage of transportation, breakdown of equipment, or any causes beyond its reasonable control, including failure of the CLIENT to pay for services rendered.

8. Objections to Performance - Any objections by CLIENT regarding the performance by BOWSER-MORNER of services under this Contract shall be set forth in writing and submitted to the CLIENT. If the OBJECTION 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 the investigation, the dispute shall be resolved through mediation as described in Section 16 herein.

9. Disposal of Samples - All test samples acquired by BOWSER-MORNER in the performance of its services under this Contract, by furnishing testing or services on the CLIENT's property, BOWSER-MORNER will dispose of test samples or specimens (or return them to the CLIENT if requested in writing) within 30 days after the contract of disposal of all test samples or specimens.

10. Contaminated Equipment - All laboratory and field equipment contaminated in performing BOWSER-MORNER services will be cleaned at the CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools which cannot be reasonably decontaminated shall become the property and responsibility of the CLIENT. All such equipment shall be delivered to CLIENT or the CONTRACTOR for removal to a location selected by the CLIENT. The CLIENT will select and/or approve the transporter and disposer and pay for all these services.

11. Delivery - BOWSER-MORNER will provide CLIENT with a written report on field observations and test results (including an identification of test methods employed) as required by the CLIENT'S scope of work and the subsequent additional services that are agreed upon in writing. Additional information, 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 certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. BOWSER-MORNER will not be liable for any disability of or delay in production of any such information, nor for any costs or expenses incurred in connection therewith or for any inconvenience, loss of time of any kind, or any consequential, incidental, special or punitive damages or costs. BOWSER-MORNER will not include in its report any 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 judgment, 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 reports and other documents prepared by BOWSER-MORNER required by the scope-of-work and will provide this information as instruments of services for use by the CLIENT in connection with the project or work provided for in this agreement. All documents and other materials under this agreement shall remain the sole property of BOWSER-MORNER and are subject to the following provisions:

(a) All reports, boring logs, field data, calculations, estimators and other documents prepared by BOWSER-MORNER shall be kept confidential by both the CLIENT and BOWSER-MORNER subject to governmental filing 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 or for any other project or location not expressly provided for in this agreement. If the CLIENT desires to provide BOWSER-MORNER’s reports to a third party, BOWSER-MORNER will agree to do so, provided the CLIENT first obtain written permission from the third party agreeing to be bound by the terms and conditions of this agreement and that the CLIENT waives any right to bring suit against the third party.

(b) BOWSER-MORNER will agree to do so, provided the CLIENT first obtain written permission from the third party agreeing to be bound by the terms and conditions of this agreement and that the CLIENT waives any right to bring suit against the third party.

(c) BOWSER-MORNER will be free to use such reports for any purpose.

14. Insurance - BOWSER-MORNER shall secure and maintain through the full period of this Contract sufficient insurance to protect it adequately from claims under any and all hazards and liabilities 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. Indemnification - BOWSER-MORNER hereby indemnifies and holds harmless BOWSER-MORNER, its employees, successors and assigns from any and all liabilities or damages asserted against BOWSER-MORNER, because of remedial costs, losses, property damage or personal injury, including death, arising out of the following:

(a) The actions of the CLIENT and its employees, actions of other contractors of the CLIENT and actions of any third party except as provided in Section 15(b) herein, including but not limited to:

(i) CLIENT’s violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents removed from the CLIENT’s job site under this agreement.

(ii) CLIENT’s failure to report a release of a regulated or hazardous substance to the proper authorities.

(b) CLIENT’s remediation actions and costs as related to the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents removed from the CLIENT’s job site under this agreement.

(c) Exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement and the CLIENT agrees to the maximum extent permitted by law to defend BOWSER-MORNER and pay on BOWSER-MORNER’s behalf any judgment resulting against BOWSER-MORNER from a third party including interest thereon, except to the extent caused by BOWSER-MORNER’s sole negligence.

(d) CLIENT’s inability to secure a permit or complete a business transaction for any reason, including but not limited to unforeseen site conditions discovered by BOWSER-MORNER during the performance of the scope-of-work presented in the technical proposal except as provided for in Section 15(b) herein.

(e) BOWSER-MORNER shall indemnify and hold harmless the CLIENT, its agents and employees, from and against all claims, damages, losses and expenses including, but not limited to, the negligence of the Project, to the extent that any such claim, damage, loss or expense (1) is attributable to personal injury, including death, or property damage and (2) is caused by a negligent act or omission by BOWSER-MORNER, its employees, agents or subcontractors, and subject to the limitation of liability stated in Section 16.

16. Limit Of Liability - The CLIENT agrees to limit BOWSER-MORNER’s liability on the project, arising from any loss or damage, for 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 profit or in connection with the loss of investment, or otherwise, resulting from the services and reports it renders hereunder. Except as provided herein, CLIENT expressly waives any other right either before or after the date of execution of this agreement by BOWSER-MORNER hereunder shall be the sole and exclusive remedy of CLIENT.

17. Termination - This Contract may be terminated by either party upon seven (7) days written notice to the other party at the address shown herein in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this Contract is terminated, BOWSER-MORNER shall be paid for services performed to the termination date, plus termination expenses. Termination expenses shall include the costs of personnel, equipment, and other related activities to conclude the work.

18. Mediation - No action or lawsuit nor recourse to a judicial forum shall commence until the CLIENT, BOWSER-MORNER and other parties (hereinafter referred to as participants) have commenced, participated in and concluded nonbinding mediation in accordance with the rules for mediation established by the American Arbitration Association (herein after “AAA”). All such other parties are acceptable to all parties. If participants do not reach an agreement as to other rules, then the rules of AAA shall exclusively govern the mediation. The costs of mediation shall be shared equally among the participants, unless otherwise recommended by the mediator and agreed to in writing by the Participants.

19. Entire Agreement - This Contract embodies the entire agreement of the parties regarding the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior representations or agreements, either oral or written. CLIENT and BOWSER-MORNER agree that CLIENT may issue purchase orders, work orders and contracts and agrees that the services performed under this Agreement shall be at the sole risk and without liability to BOWSER-MORNER.

20. Governing Law - This Contract shall be construed according to, and the legal relations between the parties shall be determined by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

21. Succession - This Contract is not assignable and shall inure to the benefit and be binding under the parties and their legal successors in interest.

22. 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.

23. Survival Of Agreement - This AGREEMENT’S Terms and Conditions, of which this provision is a part, have been established in large measure to allocate certain risks between CLIENT and BOWSER-MORNER. BOWSER-MORNER will not initiate service without formal agreement with CLIENT and other terms and conditions set forth in this AGREEMENT. For purposes of compliance, CLIENT may choose to accept this AGREEMENT orally or to orally authorize BOWSER-MORNER to initiate services. In either event, CLIENT specifically agrees that, as a material element of the consideration BOWSER-MORNER requires to execute the services indicated herein, CLIENT’S oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this AGREEMENT. CLIENT’S or BOWSER-MORNER’S unilateral modification of this AGREEMENT subsequent to BOWSER-MORNER’s initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on CLIENT’S purchase order or similar forms are inapplicable to this AGREEMENT and to BOWSER-MORNER’S involvement in CLIENT’S project.
RESOLUTION NO. R-114-17

A RESOLUTION TO AWARD A CONTRACT
TO LAURETANO SIGN GROUP FOR WAYFINDING PROGRAM

WHEREAS, specifications and bidding documents for the City of Piqua Wayfinding Program have been prepared; and

WHEREAS, advertisement for bids for phase one of the Wayfinding Program have been published in accordance with section 34.01 of the City of Piqua Code of Ordinances; and

WHEREAS, the Lauretano Sign Group submitted the lowest responsible bid in response to the Wayfinding Program request for bids, attached hereto as Exhibit "A";

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

SEC. 1: The City Manager is hereby authorized to execute a contract with Lauretano Sign Group for phase one of the Wayfinding Program.

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 according to contract terms, not exceeding a total of $85,000.

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

__________________________
KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

KIMBERLY J. HEBB

ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________
seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 15, 2017</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION TO AWARD A CONTRACT TO LAURETANO SIGN GROUP FOR WAYFINDING PROGRAM</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, City Planner Development Department</td>
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<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>
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<td>☐Asst. City Manager/Development ☐Law Director</td>
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<tr>
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<td>☑City Planner ☐Planning Commission</td>
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<tr>
<td>BACKGROUND</td>
<td>The 2017 budget includes funding to implement the first phase of the City of Piqua Wayfinding Program. The Wayfinding Program is a comprehensive system of signage that includes primary and secondary directional and informational signs, facility and park I.D. signs and community gateway signs. The system includes pedestrian and vehicular sign types in the downtown and signs oriented to guiding motorist to destinations citywide. Phase One will include the fabrication and installation of downtown directional signs. Future phases will focus on installing additional downtown informational signs and facility and park I.D. and entryway signs.</td>
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<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
<td>Budgeted: $80,000</td>
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<td>Expenditure: $85,000</td>
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<td>Source of Funds: 101-113-857-7553</td>
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<td>Narrative: A request for bids was advertised publicly and mailed directly to twelve prospective bidders, including local and regional vendors qualified to do the work. Two bids were received in response to the bid solicitation and the bid tabulations are attached with this document. The low bidder is agreeable to a reduced scope of work that will modify the total project cost to be in line with the budget amount available. The attached proposal reflects the total cost for the reduced project scope that will be performed with the contract expenditure amount being requested.</td>
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<td>OPTIONS</td>
<td>1. Adopt the resolution to authorize entering into a contract to complete the work.</td>
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2. Defeat the resolution and deny the request to enter into a contract to complete the work.

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<th>PROJECT TIMELINE</th>
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<tr>
<td>August 15, 2017 — City Commission — Authorize Contract</td>
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<td>December 1, 2017 — Contractor — Complete Contract</td>
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<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
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<tr>
<td>Lauretano Sign Group submitted the lowest responsible bid in response to the solicitation for proposals for this project. They are capable of providing the services necessary and offer a demonstrated track record of completing similar projects successfully.</td>
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<th>STAFF RECOMMENDATION</th>
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<td>Approve the proposed resolution to proceed with the first phase of the Wayfinding Program.</td>
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<td>Bid Tabulations; Lauretano Sign Group Proposal</td>
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<tr>
<td>Item List A - BASE BID</td>
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<tr>
<td>SPECIAL - A1.1 SIGN AND SUPPORT INSTALLED IN PAVEMENT W/ BRICKS - EA</td>
</tr>
<tr>
<td>SPECIAL - A1.1 SIGN AND SUPPORT INSTALLED IN TOPSOIL - EA</td>
</tr>
<tr>
<td>SPECIAL - A1.2 SIGN AND SUPPORT INSTALLED IN PAVEMENT - EA</td>
</tr>
<tr>
<td>SPECIAL - A1.2 SIGN AND SUPPORT INSTALLED IN PAVEMENT W/ BRICKS - EA</td>
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<tr>
<td>SPECIAL - A1.2 SIGN AND SUPPORT INSTALLED IN TOPSOIL - EA</td>
</tr>
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<td>SPECIAL - B1.3 SIGN AND SUPPORT INSTALLED IN TOPSOIL - EA</td>
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<td>SPECIAL - B1.3 SIGN INSTALLED ON MASONRY WALL - EA</td>
</tr>
<tr>
<td>SPECIAL - B2.1 SIGN AND SUPPORT INSTALLED IN PAVEMENT - EA</td>
</tr>
<tr>
<td>SPECIAL - B2.1 SIGN AND SUPPORT INSTALLED IN TOPSOIL - EA</td>
</tr>
<tr>
<td>SPECIAL - B2.1 SIGN INSTALLED ON EXISTING POLE - EA</td>
</tr>
<tr>
<td>614.0 - MAINTAINING TRAFFIC - LS</td>
</tr>
<tr>
<td>614.0 - MOBILIZATION - LS</td>
</tr>
<tr>
<td><strong>BASE BID TOTAL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item List B - ALTERNATE BID</th>
<th>Quantity</th>
<th>Quantity</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIAL - B1.1 SIGN AND SUPPORT FOUNDATION INSTALLED IN TOPSOIL - EA</td>
<td>1</td>
<td></td>
<td>$11,277.86</td>
<td>$11,277.86</td>
<td>$23,469.00</td>
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<tr>
<td>SPECIAL - B1.2 SIGN AND SUPPORT FOUNDATION INSTALLED IN PAVEMENT - EA</td>
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<td>$12,781.15</td>
<td>$12,781.15</td>
<td>$21,240.00</td>
<td>$21,240.00</td>
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<tr>
<td>SPECIAL - B3.1 SIGN AND SUPPORT INSTALLED IN PAVEMENT - EA</td>
<td>2</td>
<td></td>
<td>$4,056.76</td>
<td>$8,113.52</td>
<td>$7,794.00</td>
<td>$15,588.00</td>
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<tr>
<td>SPECIAL - B3.1 SIGN AND SUPPORT INSTALLED IN PAVEMENT W/ BRICKS - EA</td>
<td>1</td>
<td></td>
<td>$4,056.76</td>
<td>$4,056.76</td>
<td>$7,794.00</td>
<td>$7,794.00</td>
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<tr>
<td>SPECIAL - B3.1 SIGN AND SUPPORT INSTALLED IN TOPSOIL - EA</td>
<td>1</td>
<td></td>
<td>$3,995.76</td>
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<td>$7,794.00</td>
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<td>SPECIAL - D2.1 COMMUNITY PARK SIGN AND SUPPORT FOUNDATION INSTALLED IN TOPSOIL - EA</td>
<td>2</td>
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<td>$12,932.16</td>
<td>$25,864.32</td>
<td>$16,930.00</td>
<td>$33,860.00</td>
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<tr>
<td>SPECIAL - D2.1 NEIGHBORHOOD PARK SIGN AND SUPPORTS INSTALLED IN TOPSOIL - EA</td>
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<td>$8,242.80</td>
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<td>$15,450.00</td>
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<td>614.0 - MAINTAINING TRAFFIC - LS</td>
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<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>614.0 - MOBILIZATION - LS</td>
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<td></td>
<td>$7,188.00</td>
<td>$7,188.00</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
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<tr>
<td><strong>ALTERNATE BID TOTAL</strong></td>
<td></td>
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<td><strong>985,841.17</strong></td>
<td><strong>$195,196.00</strong></td>
<td></td>
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</tr>
</tbody>
</table>

| BASE BID + ALTERNATE BID TOTAL |          |          | **$223,938.73** | **$311,146.00** | | |
**Proposal**

**Estimate Number:** ES-1503-3

**Proposed To:**
City of Piqua
201 W. Water Street
Piqua, Ohio, 45356

**Contact:** Chris Schmiesing
**Email:** cschmiesing@piquaoio.org
**Phone:** 937-778-2049

**Ship To:**
City of Piqua
201 W. Water St
Piqua, OH, 45356

<table>
<thead>
<tr>
<th>Contact</th>
<th>Estimate Name</th>
<th>Terms</th>
<th>Lead Time</th>
<th>Printed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Kling</td>
<td>City of Piqua</td>
<td>50/50S</td>
<td>8 Weeks</td>
<td>07/31/17</td>
</tr>
<tr>
<td>Email: <a href="mailto:tomkling@lauretano.com">tomkling@lauretano.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ln</th>
<th>Item No</th>
<th>Item Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1  | Directional | Print: 1677BR  
Product Comments: A 1.1 Primary Vehicle Directional installed in pavement w/bricks  
Text: See drawing detail  
Text Color: See drawing detail  
Background Color: See drawing detail  
Cabinet Height: 4'11 1/2"  
Cabinet Width: 3' 8"  
Cabinet Depth: 4"  
Overall Height: 12' 5 1/2"  
Number of Sides: 1  
Type of Face: See drawing detail  
Reveal Color: See drawing detail  
Reveal Type: See drawing detail  
Finish Type: See drawing detail  
Color: See drawing detail  
Illumination: None  
Type: TBD | 8   | 4,913.56   | 38,038.48 |
| 2  | Directional | Print: 1677BR  
Product Comments: A 1.1 Primary Vehicle Directional installed in topsoil  
Text: See drawing detail  
Text Color: See drawing detail  
Background Color: See drawing detail  
Cabinet Height: 4'11 1/2"  
Cabinet Width: 3' 8"  
Cabinet Depth: 4"  
Overall Height: 12' 5 1/2"  
Number of Sides: 1  
Type of Face: See drawing detail  
Reveal Color: See drawing detail  
Reveal Type: See drawing detail  
Finish Type: See drawing detail  
Color: See drawing detail  
Illumination: None  
Type: TBD | 2   | 4,733.56   | 9,467.12 |

One Tremco Drive
Terryville, CT 06786
Phone: 860-582-0233, Fax: 860-583-0949, www.lauretano.com
<table>
<thead>
<tr>
<th>Ln</th>
<th>Item No</th>
<th>Item Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 3  | Directional | Print#: 1879BR  
Product Comments: A1.2 Secondary Directional Sign installed in pavement  
Text: See drawing Detail  
Text Color: See drawing Detail  
Background Color: See drawing Detail  
Cabinet Height: 2' 6 1/2"  
Cabinet Width: 3' 2"  
Cabinet Depth: 3"  
Overall Height: 10' 2 1/2"  
Number of Sides: 1  
Type of Face: See drawing Detail  
Cabinet Color: See drawing Detail  
Reveal Type: See drawing Detail  
Reveal Color: See drawing Detail  
Finish Type: See drawing Detail  
Color: See drawing Detail  
Illumination: None  
Type: TBD | 2   | 4,079.56    | 8,159.12  |
| 4  | Directional | Print#: 1879BR  
Product Comments: A1.2 Secondary Vehicle Directional installed in pavement/with bricks  
Text: See drawing Detail  
Text Color: See drawing Detail  
Background Color: See drawing Detail  
Cabinet Height: 2' 6 1/2"  
Cabinet Width: 3' 2"  
Cabinet Depth: 3"  
Overall Height: 10' 2 1/2"  
Number of Sides: 1  
Type of Face: See drawing Detail  
Cabinet Color: See drawing Detail  
Reveal Type: See drawing Detail  
Reveal Color: See drawing Detail  
Finish Type: See drawing Detail  
Color: See drawing Detail  
Illumination: None  
Type: TBD | 3   | 4,138.56    | 12,415.68 |
### Proposal

**Estimate Number:** ES-1503-3

**Proposed To:**
City of Piqua  
201 W. Water Street  
Piqua, Ohio, 45356

**Contact:** Chris Schmiesing  
Email: cschmiesing@piquaohio.org  
Phone: 937-778-2049

**Ship To:**
City of Piqua  
201 W. Water St  
Piqua, OH, 45356

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<table>
<thead>
<tr>
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<th>Lead Time</th>
<th>Printed Date</th>
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<tbody>
<tr>
<td>Tom Kling</td>
<td>City of Piqua</td>
<td>50/50S</td>
<td>8 Weeks</td>
<td>07/31/17</td>
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<tr>
<td>Email: <a href="mailto:tomkling@lauretano.com">tomkling@lauretano.com</a></td>
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<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Ln</th>
<th>Item No</th>
<th>Item Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 5  | Directional | Print#: 16799R  
Product Comments: A1.2 Secondary Vehicular Directional installed in topsoil  
Text: See drawing detail  
Text Color: See drawing detail  
Background Color: See drawing detail  
Cabinet Height: 2' 8 1/2"  
Cabinet Width: 3' 2"  
Cabinet Depth: 3"  
Overall Height: 10' 2 1/2"  
Number of Sides: 1  
Type of Face: See drawing detail  
Cabinet Color: See drawing detail  
Reveal Type: See drawing detail  
Reveal Color: See drawing detail  
Finish Type: See drawing detail  
Color: See drawing detail  
Illumination: None  
Type: TBD | 1   | 4,079.56   | 4,079.56 |
| 6  | Directional | Print#: 16819R  
Product Comments: B3.3 Secondary Facility ID Installed in topsoil  
Text: See drawing detail  
Text Color: See drawing detail  
Background Color: See drawing detail  
Cabinet Height: 2' 4"  
Cabinet Width: 1' 8 1/2"  
Cabinet Depth: 1/4"  
Overall Height: 5' 4"  
Number of Sides: 1  
Type of Face: See drawing detail  
Cabinet Color: See drawing detail  
Reveal Type: See drawing detail  
Reveal Color: See drawing detail  
Finish Type: See drawing detail  
Color: See drawing detail  
Illumination: None  
Type: TBD | 2   | 1,529.48   | 3,058.96 |
# Proposal

**Estimate Number:** ES-1503-3

**Proposed To:**
City of Piqua  
201 W. Water Street  
Piqua, Ohio, 45356

Contact: Chris Schmiesing  
Email: cschmiesing@piquaohio.org  
Phone: 937-778-2049

**Ship To:**
City of Piqua  
201 W. Water St  
Piqua, OH, 45356

<table>
<thead>
<tr>
<th>Contact</th>
<th>Estimate Name</th>
<th>Terms</th>
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<th>Printed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Kling 860-378-5169 x</td>
<td>City of Piqua</td>
<td>50/50S</td>
<td>8 Weeks</td>
<td>07/31/17</td>
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</table>

<table>
<thead>
<tr>
<th>Ln</th>
<th>Item No</th>
<th>Item Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| 7  | Directional | Print#: 16829R  
Product Comments: B1.3 Secondary Business ID installed on masonry wall  
Text: See Drawing Detail  
Text Color: See Drawing Detail  
Background Color: See Drawing Detail  
Cabinet Height: 2' 4"  
Cabinet Width: 1' 8 1/2"  
Cabinet Depth: 1/4"  
Overall Height: 5' 4"  
Number of Sides: 1  
Type of Face: See Drawing Detail  
Cabinet Color: See Drawing Detail  
Reveal Type: See Drawing Detail  
Reveal Color: See Drawing Detail  
Finish Type: See Drawing Detail  
Color: See Drawing Detail  
Illumination: None  
Type: TBD | 1 | 848.40 | 848.40 |
| 8  | Install Services | Comments: Provide resources in order to maintain traffic during installation  
Installation: Yes  
Labor Type: Prevailing Wage  
Hour Restrictions: No  
Safety Training: No  
Swing Staging: No  
Removal: No  
Wall Repair: No  
Electrical Svs.: No | 1 | 2,100.00 | 2,100.00 |
| 9  | Misc. Service | Comments: Provide pricing for mobilization of signs for duration of project and all one time costs including engineering and shipping | 1 | 3,500.00 | 3,500.00 |

One Tremco Drive  
Terryville, CT 06786  
Phone: 860-582-0233, Fax: 860-583-0949, www.lauretano.com
Proposal

Estimate Number: E8-1503-3

Proposed To:
City of Piqua
201 W. Water Street
Piqua, Ohio, 45356

Contact: Chris Schmiesing
Email: cschmiesing@piquaohio.org
Phone: 937-778-2049

Ship To:
City of Piqua
201 W. Water St
Piqua, OH, 45356

<table>
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<th>Lead Time</th>
<th>Printed Date</th>
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<tbody>
<tr>
<td>Tom Kling</td>
<td>City of Piqua</td>
<td>50/50S</td>
<td>8 Weeks</td>
<td>07/31/17</td>
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<tr>
<td>Email: <a href="mailto:tomling@lauretano.com">tomling@lauretano.com</a></td>
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<tr>
<th>Ln</th>
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<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Tax is not included in this estimate unless otherwise noted
Estimates good for 30 days

Sub Total $82,940.32

Tax Not Included

Total $82,940.32

Approved By: ________________ Date: ________________

Note: Quoted price valid for 30 Days

Crate and shipping costs for budget only and will be adjusted at time of actual shipping. All material is guaranteed to be as specified, and the above to be in accordance with the drawings and or specifications submitted for the above work and completed in a workman like manner for the above sum. The price does not include permits, permit acquisition or any applicable taxes. Customer to provide compatible dish set. Terms and conditions of Lauretano Sign Group contract, exhibit A, applied to and are made part of this contract. In the event of a breach of contract by purchaser, Lauretano Sign Group will be entitled to attorney's fees in a court proceeding. Primary wiring/final electrical connections & access by others. Any roof penetrations must be sealed by licensed roofer and are customer's responsibility. Removals and install based on good crane & crew access. 1.5% will be added to all past due accounts.
RESOLUTION NO. R-115-17

A RESOLUTION FOR CONSENT TO AWARD A CONTRACT TO MILCON CONCRETE INCORPORATED FOR THE CONSTRUCTION OF THE SHAWNEE NEIGHBORHOOD STORM SEWER PHASE 1

WHEREAS, on January 3, 2017, this Commission passed Resolution No. R-3-17 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Shawnee Neighborhood Storm Sewer Phase 1 project; and

WHEREAS, after proper advertisement, bids were opened on July 18th, 2017, resulting in the tabulation of bids as listed in Exhibit A attached hereto; and

WHEREAS, it was determined by the City and The Kleingers Group that Milcon Concrete Incorporated was the most responsive bid in the interests of the City;

WHEREAS, on October 20, 2016, the City of Piqua was awarded a PY 2016 CDBG Community Development Program Grant for the Shawnee Neighborhood Storm Sewer Phase 1 Improvements.

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 is hereby approved with Milcon Concrete, Incorporated as the lowest, responsible bidder for the Shawnee Neighborhood Storm Sewer Phase 1 Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications as substantially attached in Exhibit B.

SEC 2: The Finance Director certifies that the 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, not exceeding a total of $350,396.00.

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

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by______________________ seconded by____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 15, 2017</th>
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</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION FOR CONSENT TO AWARD A CONTRACT TO MILCON CONCRETE INCORPORATED FOR THE CONSTRUCTION OF THE SHAWNEE NEIGHBORHOOD STORM SEWER PHASE 1</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Sky Schelle- Water Quality Coordinator  
Department: Utilities |
| AGENDA CLASSIFICATION | ☒Consent  
☒Ordinance  
☒Resolution  
☐Regular |
| APPROVALS/REVIEWS | ☒City Manager  
☒Asst. City Manager/Development  
☐Asst. City Manager/Finance  
☒Law Director  
☐Other: |
| BACKGROUND | The Shawnee Neighborhood, at the intersections of Cleveland Avenue with First, Second, and Third Streets, among other places, has long experienced flooding during large storm events. These problems are confirmed by interactions with the public, visual inspection by city staff, and hydraulic modeling performed by URS in the *Stormwater Master Plan-Phase 1* which was produced for the city in 2014. The Shawnee Neighborhood Storm Sewer Phase 1 is the first step in reducing the flooding occurring within the Shawnee area.

The Utilities Department proposes entering into a contract with Milcon Concrete Inc. to build approximately 415 feet of 48” diameter storm sewer and approximately 126 feet of 7”x2” concrete box storm sewer, as well as associated manholes, shutoff valves and valve structures, and an outlet headwall at the Great Miami River. An open cut and restoration of an existing Miami Conservancy District (MCD) levee will be required to construct the sewer, meeting MCD requirements. The project starts at the intersection of Cleveland Street and Second Street, proceeds west within the existing right-of-way of Second Street, penetrates the MCD levee, and terminates at the east bank of the Great Miami River. The project was designed and engineered by Kleingers Group as part of a separate contract. Bid tabulations and Kleingers Group review of the bids and recommendation to hire Milcon Concrete Inc. is attached.

Construction is expected to finish by November 1, 2017. |
<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budgeted $:</strong></td>
</tr>
<tr>
<td><strong>Expenditure $:</strong></td>
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<tr>
<td><strong>Source of Funds:</strong></td>
</tr>
<tr>
<td><strong>Narrative:</strong></td>
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</tbody>
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<table>
<thead>
<tr>
<th>OPTIONS (Include Deny/Approval Option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Approve the Resolution to enter into an agreement with Milcon Concrete Inc. for building of the Shawnee Storm Sewer.</td>
</tr>
<tr>
<td>2. Deny the Resolution to enter into an agreement with Milcon Concrete Inc. for building of the Shawnee Storm Sewer.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The pre-construction meeting is scheduled for August 21, 2017. Milcon expects a 6 week construction window beginning the week of September 4, 2017.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFF RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval of the Resolution of intent to award a contract to Milcon Concrete Inc. for building of the Shawnee Storm Sewer.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REASON FOR SELECTING CONSULTANT/COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competitive open bidding</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kleingers Group recommendation letter and bid tabulation/ summary sheet</td>
</tr>
</tbody>
</table>
Appendix A: Bid Tabulations

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<thead>
<tr>
<th>Company</th>
<th>Bid Guaranty (Yes/No)</th>
<th>Bid Amount</th>
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</thead>
<tbody>
<tr>
<td>Eclipse</td>
<td>Yes</td>
<td>$59,197.80</td>
</tr>
<tr>
<td>Kenison Excavating</td>
<td>Yes</td>
<td>$377,280.00</td>
</tr>
<tr>
<td>Milcon</td>
<td>Yes</td>
<td>$350,396</td>
</tr>
</tbody>
</table>
Appendix B: Kleingers Group Review of the Bids

July 18, 2017

Sky Scheile
Water Quality Coordinator
City of Piqua
201 West Water Street
Piqua, Ohio 45356

Re: Shawnee Neighborhood Storm Sewer Improvements - Phase 1
Bid Analysis and Recommendation

Dear Sky:

We have analyzed the three bids received this morning and recommend the City select Milcon Concrete, Inc. for their bid price of $350,396.00. They had one error on their bid form; acknowledgement of an addendum that was not issued, to the best of our knowledge. However, that error seems minor and we do not see how it would harm the City to waive that.

Please see the attached Bid Tabulation Information sheet for a comparison of the bids.

Regarding the two unsuccessful bidders, we have the following comments:
• Kinnison Excavating, Inc.:
  o The bid has unrealistically low costs ($500 each) for the three contingency flood protection items. They appear to be betting on the river not flooding. If that is the case, it would make us wonder about the possibility of contractor resistance to performing that work at a time when it may be of vital importance to protect the neighborhood.
  o They had a math error on their bid form that could be interpreted to make their actual bid total $5,000 lower than the bid total shown. However, even with that adjustment, they would not be the low bidder.

Inspired People ➤ Creative Design ➤ Transforming Communities
Their bid price was competitive with the low bidder, and lower than the engineer's cost opinion.

Primarily because of the unrealistic flood protection costs, and the possible negative ramifications of that, we strongly recommend against selecting them for this project.

- Eclipse Companies, LLC:
  - A notary seal was not included on one of the affidavits. We are unsure about the significance of this omission.
  - Their bid price was significantly higher than the other two bidders and the engineer's cost opinion.
  - Primarily because of their bid price, we recommend against selecting them for this project.

Please contact me at your convenience if you have any questions or comments concerning this analysis and recommendation.

Sincerely,

Mike Brunner, P.E., P.S., CFM
The Kleingers Group

---

**Shawnee Neighborhood Storm Sewer Improvements - Phase 1**

**Bid Tabulation Information**

*July 18, 2017*

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
<th>Bid on Bid Form?</th>
<th>Bid Math Correct?</th>
<th>% Higher Than Lowest Bid</th>
<th>% Lower Than Engineer's Cost Opinion</th>
<th>Bid Guarantee Bond? (% of Bid)</th>
<th>Non-Collision Affidavit?</th>
<th>Defrequent Personal Property Taxes Affidavit?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Micron Concrete, Inc.</td>
<td>$535,396.00</td>
<td>Yes (see note 1)</td>
<td>Yes</td>
<td>0.0%</td>
<td>10.3%</td>
<td>Yes -50%</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Kinnsam Excavating, Inc.</td>
<td>$577,280.00</td>
<td>Yes</td>
<td>No (see note 2)</td>
<td>7.7%</td>
<td>9.6%</td>
<td>Yes (100%)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Eclipse Companies, LLC</td>
<td>$599,197.80</td>
<td>Yes</td>
<td>Yes</td>
<td>71.0%</td>
<td>-43.5%</td>
<td>Yes (108%)</td>
<td>Yes</td>
<td>Yes (see note 3)</td>
</tr>
</tbody>
</table>

**Engineer's Cost Opinion =**

$542,505.00

**Notes:**
1. Bidder acknowledged an Addendum 1 on 6/15/17. To our knowledge, there was no Addendum 1. Also, the acknowledgement date is prior to the start of the bid period.
2. Bid total is correct, but the sub-total on the 2nd page is incorrect.
3. No notary seal on this affidavit.
AGREEMENT _____ - 2017

This Agreement is hereby entered into this _____ day of August, 2017 between the City of Piqua, a municipal corporation in the State of Ohio, 201 West Water Street, Piqua, Ohio 45356 ("City") and Milcon Concrete Incorporated, located at 1360 S. Co. Rd. 25A, Troy, OH 45373 ("Contractor") for the services as agreed to herein.

WHEREAS, the City was awarded a grant for the Shawnee Storm Sewer Project Phase I in 2016; and

WHEREAS, the project was subject to public bidding and Milcon Concrete Incorporated was the lowest and most responsive bidder; and

WHEREAS, the City of Piqua Commission passed Resolution No. R-115-17 on August, 15, 2017, awarding a contract to Milcon Concrete Incorporated for the construction and work for the Shawnee Storm Sewer Project Phase I as further described herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth, the City of Piqua and the Contractor, each binding itself, its successors and assigns, do mutually agree as follows:

I. PARTIES AND DEFINITIONS
   1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."

   2. Contractor: Contractor is Milcon Concrete Incorporated, 1360 S. Co. Rd. 25A, Troy, OH 45373 which is the provider of the services contracted for by way of this Agreement. Milcon Concrete shall be referred throughout the Agreement as "Contractor".

   3. Engineer: The Project has been designed by The Kleingers Group who shall be referred throughout the Agreement as "Engineer". The Engineer shall be the City of Piqua's representative.


   5. Resident Project Representative: The Representative on the Project will be Geotechnology, Inc., 3568 Intercity Drive, Dayton, Ohio 45424. Geotechnology will be observing the Contractor's work for purposes of impacts to the levee and other compaction testing.

   6. Contract Documents: The Contract Documents include: (1) this Agreement; (2) Performance and Surety Bonds; (3) Notice to Proceed; (4)
Contractor’s bid; (5) Contractor’s Affidavit; City Income Tax Affidavit; (6) Certificate of Bidder for EEO; (7) CDBG Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements; (8) Certificate of Insurance and endorsements; (9) City of Piqua’s advertisements for bids and all attachments; (10) the Contractor’s Bid and attachments to the Bid; (11) the General Conditions and (12) the Supplementary Conditions. Contract Documents may only be amended in writing and with mutual consent.

II. SCOPE OF SERVICES

The Project shall be referred to as “City of Piqua Shawnee Neighborhood Stormwater Project Phase I”. The Scope of Services shall be as outlined in attached Exhibit A as if fully incorporated herein.

The Project shall be overseen by the Engineer. Engineer shall have all rights and authority to ensure completion of the work to be performed by Contractor in accordance with the design specifications.

Contractor shall complete all work as specified in the Contract Documents, which includes the bid and specifications. The work to be performed is generally described as:

Approximately 415 feet of 48” diameter storm sewer and approximately 126 feet of 7’x2’ concrete box storm sewer, as well as associated manholes, shutoff valves and valve structures, and an outlet headwall at the Great Miami River. An open cut and restoration of an existing Miami Conservancy District (MCD) levee will be required to construct the sewer, meeting MCD requirements. The project starts at the intersection of Cleveland Street and Second Street, proceeds west within the existing right-of-way of Second Street, penetrates the MCD levee, and terminates at the east bank of the Great Miami River.

III. COMPENSATION

A. The City shall pay Contractor a Lump Sum amount of $350,396.00 for the services set forth in Article II.

B. Contractor shall submit requests for payment to the Engineer who will approve and then submit for payment. City shall make payment within 30 calendar days after it has been submitted to the City Finance Department.

C. Upon final completion and acceptance of the work, Owner shall pay all remainder of the Contract Price as approved by the Engineer.

IV. CONTRACTOR’S RESPONSIBILITIES AND REPRESENTATIONS
1. The Contractor shall pay all those working on this project a prevailing rate of wage as determined by Davis-Bacon Wage Rates.

2. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.

3. Contractor has visited the physical site of the Project and has become familiar with and is satisfied as the general, local and site conditions that may affect cost, progress and performance.

4. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance.

5. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified and (2) reports and drawings of a hazardous environmental condition, if any, at the site.

6. Contractor has obtained and carefully studied or assumes responsibility for having done so all additional or supplemental examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

7. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work at the contract price, within the required contract time for completion of the Project and in accordance with all terms and conditions of this Agreement and the Bidding documents.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contractor has asked and clarified all questions regarding any of the Contract Documents or Scope of Work prior to entering into this Agreement.

V. LAW AND TERMS OF AGREEMENT

1. Subcontracting: None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Piqua Superintendent of Water. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies: This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Miami and the City of Piqua.

3. Law to Govern and Forum: This Agreement is entered into and is to be performed in the State of Ohio. City of Piqua and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The forum for any litigation shall be Miami County, Ohio.

4. Amendment: This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

5. Entirety: This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein, including the Contract Documents. Any oral representations of modifications concerning this Agreement shall be of no force and effect. Should there be any conflict amongst the documents, this Agreement shall control.

6. Waiver: A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

7. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to
replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. Hold Harmless and Indemnification:
The Contractor shall protect, defend, indemnify and hold harmless the City of Piqua from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, or invitees, that result in injury to persons or damage to property.

8. Insurance:
The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars ($1,000,000) for liability for acts of the Contractor or its agents and/or employees. The City of Piqua shall be an additional named insured. Proof of coverage shall be provided to the City of Piqua. See the attached supplementary conditions for further requirements.

9. Notice:
This Agreement provides that all notices be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the following parties:

To the City of Piqua: To the Contractor:
Sky Schelle Milcon Concrete, Inc.
Water Quality Coordinator Mark Miller, President
City of Piqua 1360 S. Co. Rd. 25A
201 W. Water St. Troy, Ohio 45373
Piqua, Ohio 45356

10. Independent Contractor:
The Contractor, his assigns, heirs, successors, employees and any and all subcontractor are independent contractors and are not agents and/or employees of the City of Piqua.

11. Audit:
At any time the City shall have the right to request an audit of the Contractor's records to determine compliance with the terms of this Agreement. Upon such request by the City, the Contractor shall permit inspection of its records within two (2) days. Failure to comply with the City's request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.
12. Assignment:
This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City's approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Contractor.

13. Default:
Should the Contractor default on any provision of this Agreement, the City shall provide written notice of the default and Contractor shall have a period of thirty (30) days to cure the default. If the Contractor does not cure the default within the allotted period, the City may cure the default and assess the costs to the Contractor or may terminate the Agreement for reason that said Contractor has breached this Agreement and was considered in default.

14. Termination:
This Agreement may only be terminated if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the Agreement. If a party should seek termination, said party shall provide thirty (30) days written notice, specifying the reason(s) which constitute a failure to perform. The breaching party shall have thirty (30) days to cure the default from the notice of intent to terminate. Failure to cure the default terminates the Agreement at the expiration of the thirty (30) days.

15. Term:
The term of this Agreement shall be for the period required to complete the work as described herein, which is to be completed within 90 calendar days from the date of the Notice of Commencement. If the completion of the project extends beyond 90 days, Paragraph 16 applies.

16. Liquidated Damages:
Contractor and Owner recognize that time is of the essence for this Agreement due to the scope of the Project and the impact to the public as well as the grant requirements of the Owner. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner five hundred dollars ($500.00) for each calendar day that expires after the time specified in Paragraph 15 until the work is completed and ready for final payment.

17. Conflict of Interest:
No officer, employee, or agent of the City of Piqua who exercises any functions or responsibilities in connection with the planning and carrying out
of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

The Contractor agrees that it will not contract with any subcontractor in which it has any personal interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement, no person having any conflict shall be employed.

18. **Waiver:**
A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

19. **Proprietary Materials:**
The City of Piqua acknowledges that in the course of performing services, the Contractor may use products, materials or proprietary information. The City of Piqua agrees that it shall have or obtained no rights in the proprietary material, except pursuant to a separate written agreement that may be executed by the parties.

The Contractor acknowledges that in the course of performing services for the City of Piqua, the materials and information obtained, used, and/or produced for the City of Piqua are the exclusive properties of the City and may not be disseminated in any manner without the prior written approval of the City of Piqua.

Neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

20. **Ownership of Property:**
The Contractor agrees that at the expiration or in the event of termination of this Agreement, any memoranda, maps, drawings, working papers, reports and other similar documents produced in connection with the Agreement shall become the property of the City of Piqua.

The Contractor acknowledges that the City of Piqua is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law.
21. Warranty:
The Contractor warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

VI. SIGNATURE

The parties enter into this Agreement this ____ day of ______________, 2017, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA
By:

__________________________
Gary A. Huff, City Manager

Witness:

__________________________

CONTRACTOR
By:

__________________________
Mark Miller, President

Witness:

__________________________

Approved as to form:

__________________________
Stacy M. Wall, Law Director
RESOLUTION NO. R-116-17

A RESOLUTION FOR CONSENT TO AWARD A CONTRACT TO STRAND ASSOCIATES FOR CONSTRUCTION MANAGEMENT OF THE SHAWNEE NEIGHBORHOOD STORM SEWER PHASE 1

WHEREAS, in 2016, the City was awarded grant dollars for the Shawnee Neighborhood Storm Sewer Phase 1 project and success of that project will require construction management that City Staff is unable to provide; and

WHEREAS, a committee of City Staff reviewed four proposals received in response to a Request for Proposals from competing firms and all committee members rated Strand Associates the highest.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract with Strand Associates for construction management of the Shawnee Neighborhood Storm Sewer Phase 1 in accordance with the contract in a form as substantially attached in Exhibit A.

SEC. 2: The Finance Director certifies that the funds are available and is hereby authorized to draw on her warrant from time to time on the appropriate account of the City treasury in payment according to the contract terms in an amount not to exceed $62,990.00.

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

KATHRYN B. HINDS, MAYOR

PASSED: ______________________

ATTEST: ______________________

KIMBERLY J. HEBB

ACTING CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________

seconded by ____________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Joseph Wilson
Commissioner Judy Terry
# Commission Agenda

**Staff Report**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 15, 2017</th>
</tr>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION FOR CONSENT TO AWARD A CONTRACT TO STRAND ASSOCIATES FOR CONSTRUCTION MANAGEMENT OF THE SHAWNEE NEIGHBORHOOD STORM SEWER PHASE 1</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Sky Schelle- Water Quality Coordinator  
Department: Utilities |
| AGENDA CLASSIFICATION | ☒Resolution  
☐Consent  
☐Ordinance  
☐Regular |
| APPROVALS/REVIEWS | ☒City Manager  
☑Asst. City Manager/Finance  
☒Law Director  
☒Department Director,  
☑Other: |
| BACKGROUND | The Shawnee Neighborhood, at the intersections of Cleveland Avenue with First, Second, and Third Streets, among other places, has long experienced flooding during large storm events. These problems are confirmed by interactions with the public, visual inspection by city staff, and hydraulic modeling performed by URS in the Stormwater Master Plan-Phase 1 which was produced for the city in 2014. The Shawnee Neighborhood Storm Sewer Phase 1 is the first step in reducing the flooding occurring within the Shawnee area. The project involves an open cut of Second Street and the Miami Conservancy District (MCD) levee.  
Ensuring that the construction occurs according to design and that all levee restoration satisfies MCD is beyond the resources of City Staff. Strand Associates will oversee all aspects of construction, provide coordination and communication between all parties, and manage all required materials testing. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $420,000.00 (Stormwater Funds)  
Expenditure $: $62,990.00  
Source of Funds: $62,990.00 from an Ohio Public Works Commission loan.  
Narrative: The contract will be funded through a loan. Local funds will be used to repay the loan in subsequent years. |
<p>| 1. | Approve the Resolution to enter into an agreement with Strand |</p>
<table>
<thead>
<tr>
<th>OPTIONS (Include Deny /Approval Option)</th>
<th>Associates for construction management of the Shawnee Storm Sewer.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Deny the Resolution to enter into an agreement with Strand Associates for construction management of the Shawnee Storm Sewer.</td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The pre construction meeting is scheduled for August 21, 2017. Strand will be onsite during the 6 week construction window expected to begin the week of September 4, 2017.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approval of the Resolution of intent to award a contract to Strand Associates for construction management of the Shawnee Storm Sewer.</td>
</tr>
<tr>
<td>REASON FOR SELECTING CONSULTANT/COMPANY</td>
<td>Staff rated four proposals for construction management and chose Strand Associates.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>None</td>
</tr>
</tbody>
</table>
August 11, 2017

City of Piqua
201 West Water Street
Piqua, OH 45356

Attention: Ms. Amy L. Havenar, P.E., City Engineer

Re: Agreement for Construction-Related Services
Shawnee Neighborhood Storm Sewer Improvements Phase 1

This is an Agreement between the City of Piqua, Ohio, hereinafter referred to as OWNER, and Strand Associates, Inc., hereinafter referred to as CONSULTANT, to provide Construction-Related Services (Services) for the Shawnee Neighborhood Storm Sewer Improvements Phase 1 project. This Agreement shall be in accordance with the following elements.

Scope of Services

CONSULTANT will provide the following Services to OWNER.

1. Provide contract administration Services including attendance at preconstruction conference, attendance at construction progress meetings, periodic site visits, and participation in project closeout.

2. Communicate during construction with The Kleingers Group (ENGINEER), OWNER, and the Miami Conservancy District, as needed.

3. Provide weekly project progress updates to OWNER via email.

4. Provide resident project representative (RPR) for up to 365 hours full-time observation of construction. In furnishing observation services, CONSULTANT's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but CONSULTANT will not supervise, direct, or have control over the contractor’s work and will not be responsible for the contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor’s failure to perform the construction work in accordance with the Contract Documents.

5. Provide as-needed geotechnical services for excavation and compaction activities within the levee embankment area and roadway. Geotechnical services shall include roadway sub-grade and levee embankment compaction testing, concrete and asphalt testing services, and observation of excavation and backfill compaction within the levee embankment area.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.
1. Additional and Extended Services during construction made necessary by:
   
a. Work damaged by fire or other cause during construction.
   b. A significant amount of defective or neglected work of any contractor.
   c. Prolongation of the time of the construction contract.
   d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

3. Archaeological or Botanical Investigations: CONSULTANT will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.

4. Bidding-Related Services: Bidding-related services for the project will require a separate agreement with OWNER.

5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.

7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.

8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by CONSULTANT will be provided through a separate agreement with OWNER.

9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for CONSULTANT’s cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. CONSULTANT’s cost for such evaluations is not included in the scope of this Agreement. Services of this type by CONSULTANT will be provided through an amendment to this Agreement.

10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate CONSULTANT for Services on an hourly rate basis plus expenses a total estimate fee, not to exceed, $62,990.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustments will be negotiated based on CONSULTANT’s increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of August 21, 2017. Services are scheduled for completion on December 31, 2017.

Standard of Care

The Standard of Care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT’s profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT’s Services.

OWNER’s Responsibilities

1. Assist CONSULTANT by placing at CONSULTANT’s disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to CONSULTANT, as required by CONSULTANT for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which CONSULTANT may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for CONSULTANT to perform Services under this Agreement.

4. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform Services under this Agreement.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of CONSULTANT.

6. Provide all legal services as may be required for the development of this project.

**Observation Services**

In furnishing observation services, CONSULTANT’s efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but CONSULTANT will not supervise, direct, or have control over the contractor’s work and will not be responsible for the contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor’s failure to perform the construction work in accordance with the Contract Documents.

**Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in CONSULTANT’s cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by CONSULTANT will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of Miami Conservancy District, United States Corps of Engineers, or other agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

**Ownership of Documents**

OWNER acknowledges CONSULTANT’s construction documents, including electronic files, as instruments of professional service. Nevertheless, the documents prepared for OWNER will become the property of OWNER upon completion of services and payment of all monies due to CONSULTANT.

OWNER agrees to the fullest extent permitted by law to hold harmless CONSULTANT, its officers, directors, employees, and subconsultants against any damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the documents by OWNER or any person or entity that acquires or obtains the documents from or through OWNER.
Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to CONSULTANT for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at CONSULTANT’s option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at CONSULTANT’s option, result in suspension of Services upon five calendar days’ notice to OWNER. CONSULTANT will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused CONSULTANT to suspend Services, CONSULTANT will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

CONSULTANT is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to CONSULTANT and where CONSULTANT’s Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. CONSULTANT will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or CONSULTANT. CONSULTANT's Services under this Agreement are being performed solely for OWNER’s benefit, and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and CONSULTANT arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Ohio.
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Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the Scope of Services. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

CONSULTANT:
STRAND ASSOCIATES, INC.

OWNER:
CITY OF PIQUA

Matthew S. Richards  Date  Gary A. Huff  Date
Corporate Secretary  City Manager

www.strand.com