REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 5, 2017
7:30 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET - PIQUA, OHIO  45356

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

RESIDENCE PRIDE AWARDS

➤ Leon & Betsy Waldsmith  808 Boone Street
➤ Russ & Krissy Shurtz  322 Broadway Street
➤ Lori Huebner  420 North Downing Street
➤ Dorothy M. Fitch  1534 Edge Street
➤ John & Evelyn Mahrt  511 Gill Street

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of minutes from the August 15, 2017 Regular City Commission Meeting

2. RES. NO. R-117-17
   A Resolution reappointing a member to the Board of Zoning Appeals

OLD BUSINESS

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

4. RES. NO. R-112-17-Tabled 8/15/2017-Emergency
   An Emergency Resolution to award a contract for Construction Administration and Applications Engineering
   with CDM Smith for the Wastewater Treatment Plant expansion & upgrade

NEW BUSINESS

5. ORD. NO. 11-17 (1st Reading)
   An Emergency Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2017

6. RES. NO. R-118-17
   An Emergency Resolution for consent to award a contract to Strand Associates for construction
   management of the Shawnee Neighborhood Storm Sewer Phase 1

7. RES. NO. R-119-17
   An Emergency Resolution requesting authorization to amend the contract with Kleingers Group for
   Engineering Services for the Shawnee Neighborhood Storm Water Diversion project

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 15, 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. Mayor Hinds called the meeting to order. Also present were Commissioners Wilson, Terry, Martin and Vogt.

CONSENT AGENDA

APPROVAL OF MINUTES

APPROVAL OF THE MINUTES FROM THE AUGUST 1, 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 Mayor Hinds declared the Consent Agenda approved.

OLD BUSINESS

ORDINANCE NO. 5-17 (3rd Reading)

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

Amy Welker, Health & Sanitation Director, spoke stating each year the city abates nuisance conditions on properties, mainly mowing high grass or removing trash from the property when a property is in violation of a city Ordinance. The property owner is notified of the condition and given a time frame to get that corrected. If the property owner fails to do so, the city hires contractors to complete the work and then the property owner is billed for the cost of the service. This Ordinance places those costs incurred by the city back on to the homeowner's property taxes. Homeowners can avoid that assessment on their taxes by paying the bill on or before Friday, September 11th; the date the assessment is due to the County Auditor's office.

PUBLIC COMMENT

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

Commissioner Vogt moved for the approval of Ordinance No. 5-17; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared Ordinance No. 5-17 adopted.

ORDINANCE NO. 7-17 (2nd READING)

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

Justin Sommer, Economic Development Director, spoke stating this is a request from a property owner asking to vacate an undeveloped portion of the Deerfield Subdivision. This vacation will allow the undeveloped portion to be replatted from zero lot line doubles to single family homes. This request has been before the Planning Commission and their recommendation is for approval.
Commissioner Martin questioned if there is a reason to be speed this request up. Economic Development Director Sommer stated this request is going through the normal process with no reason to speed it up.

PUBLIC COMMENT

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

Ordinance No. 7-17 will stand as a 2nd Reading.

NEW BUSINESS

ORDINANCE NO. 8-17 - Emergency (1st Reading)

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

Stacy Wall, Law Director, spoke stating this is an Ordinance the city does once or twice a year enacting the codification once it’s returned from American Legal. These are for all of the Ordinances the commission has adopted between January 1 and June 1 of this year. It is written as an emergency because these ordinances are already enacted and being enforced; a waiver of the three reading rule is requested.

Commissioner Vogt moved for the waiving of the three reading rule; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared the three reading rule waived.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 8-17.

Commissioner Vogt moved for the approval of Ordinance No. 8-17; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared Ordinance No. 8-17 adopted.

ORDINANCE NO. 9-17 - Emergency (1st Reading)

AN EMERGENCY ORDINANCE TO DEDICATE PUBLIC RIGHT-OF-WAY

Stacy Wall, Law Director, spoke stating this Ordinance is for the construction of the roundabout at Looney and Garbry Roads. As part of that project, the city needs to secure the right-of-way at the intersection. In working on the project, it became known that one of the property owners is the City of Piqua. It seems rather simplistic to say the city would give the right-of-way of property the city already owns to the city, but, in the event the city would sell that property, the right of way would still have to be dedicated. This Ordinance would cause the dedication of the right of way from that corner parcel so that in the future it is a permanent dedicated right of way for the roundabout. The emergency request is because the project needs to continue through its cycle so funding isn’t lost.

Mayor Hinds moved for the waiving of the three reading rule; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared the three reading rule waived.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 9-17.
Commissioner Terry moved for the approval of Ordinance No. 9-17; motion seconded by Commissioner Wilson; motion was carried unanimously and Mayor Hinds declared Ordinance No. 9-17 adopted.

**ORDINANCE 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

Law Director Wall spoke stating this Ordinance came out of the Board of Elections when they reviewed records to ensure residents are in their right precinct. It was discovered that there had been property annexed to the City of Piqua in 1979 that was never removed from the township boundary. This creates issues for the residents there in the sense that the city needs to decide whether a request is made that those residents be removed from the township boundary and just be within the city limits. If not, then the county would have to take additional steps to create a joint taxing district, which would not benefit anybody. The residents in this area have not been taxed for the township and the city during this time and there would be no attempt to make any double taxing retroactive. These residents have only been voting on city issues, have only been receiving city services, have not been paying township taxes, or anything like that, so removing them will be no different; nothing will change. The emergency request is made because the county needs to immediately start trying to create a joint taxing district and the Board of Elections has a September 1st deadline. If the properties aren't removed by then, those residents have to be voting on township issues and city issues in the November election, so timing is critical. Since it's already annexed, the city would file a Petition with the County Commissioners to remove the properties from the township boundary and then it would go to the Map Department.

City Manager Gary Huff stated that typically the city does remove properties from the township when it annexes, so it's really just a city decision at this point.

Commissioner Martin questioned if there is a process that when the city annexes it pays the township so much in taxes for seven years and then it changes for the next three and then the next two.

Law Director Wall stated that all depends on the type of annexation the city is dealing with.

Commissioner Wilson questioned if the city has any other areas like this.

Law Director Wall stated she has not personally checked into that issue, however, the Board of Elections has found none and the Auditor's Office has checked and they, too, have found no other areas at this time.

Commissioner Martin moved for the waiving of the three reading rule; motion seconded by Commissioner Vogt; motion was carried unanimously and Mayor Hinds declared the three reading rule waived.

**PUBLIC COMMENT**

No one came forward to speak for or against Ordinance No. 10-17.

Commissioner Martin moved for the approval of Ordinance No. 10-17; motion seconded by Commissioner Vogt; motion was carried unanimously and Mayor Hinds declared Ordinance No. 10-17 adopted.

**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

Cynthia Holtzapple, Finance Director, spoke stating recently the City of Piqua, along with 81 other entities through the Southwest Ohio Purchasers for Government Association, went out to bid for road salt needs for the upcoming winter season. The City of Piqua has used this organization for the past several years. The city receives five bids ranging in amounts from approximately $49.00 per ton up to $69.00 per ton. This request is to purchase through Compass Minerals at $49.88 per ton for a total purchase of 2n500 tons at $124,700.00. Also, by purchasing through this organization, the city doesn't have to purchase the full amount; if there is a light winter, a lesser amount can be purchased.

Commissioner Martin questioned if there is a heavy winter, can the city get more salt from Compass Minerals?

Finance Director Holtzapple responded saying the city can request a bid extension if more salt is needed.

City Manager Huff stated there is 1,500 ton on hand stocked from last year as well.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-109-17.

Commissioner Wilson moved for the approval of Resolution No. R-109-17; motion seconded by Commissioner Terry; motion was carried unanimously and Mayor Hinds declared Resolution No. R-109-17 adopted.

RESOLUTION NO. R-110-17

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

City Manager Huff spoke stating the Miami County Council determines the date for trick or treat, or beggars' night, and they have selected Thursday, October 31st, as the date for 2017. Typically, all municipalities in Miami County follow that date, so the Resolution asks for approval for that night to be the special night.

Mayor Hinds spoke stating it's important for the public to know that this is not a decision the city makes. This is a decision that the Council makes for the entire Miami County.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-110-17.

Commissioner Terry moved for the approval of Resolution No. R-110-17; seconded by Commissioner Wilson; motion was carried unanimously and Mayor Hinds declared Resolution No. R-110-17 adopted.

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

Chris Melvin, Wastewater Treatment Superintendent, spoke thanking Cynthia Holtzapple and the rest of the Finance Department staff for assisting in the loan process. In the end, the city ended
up with a blended 8% interest for the life of the loan. In the beginning, the city opened with six competitive bids, with Peterson Construction coming in the lowest at 40 million, and the remaining bids ranged all the way up to nearly 60 million. The city is under mandate from the EPA to eliminate our sanitary sewer overflow and there are compliance schedules to do that by February of 2020.

Commissioner Wilson questioned if this is the same company the city dealt with on the water plant project.

Supervisor Melvin confirmed that and believes Peterson Construction will do well.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-111-17.

Commissioner Martin moved for the approval of Resolution No. R-111-17; seconded by Commissioner Vogt; motion was carried unanimously and Mayor Hinds declared Resolution No. R-111-17 adopted.

RESOLUTION NO. R-112-17

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

City Manager Huff spoke requesting this Resolution be tabled until September 5, 2017 due to contract details to work out.

Commissioner Martin moved to table Resolution No. R-112-17 until September 5, 2017; seconded by Commissioner Vogt; motion was carried unanimously and Mayor Hinds declared Resolution No. R-112-17 tabled until September 5, 2017.

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

Wastewater Treatment Superintendent Melvin spoke stating that a project of this scope requires a lot of testing. There are certain specs that have to be met and Bowser-Morner would best suit the city's needs.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-113-17.

Commissioner Martin moved for the approval of Resolution No. R-113-17; seconded by Commissioner Terry; motion was carried unanimously and Mayor Hinds declared Resolution R-113-17 adopted.

RESOLUTION NO. R-114-17

A RESOLUTION TO AWARD A CONTRACT TO LAURETANO SIGN GROUP FOR WAYFINDING PROGRAM
Chris Schmiesing, City Planner, spoke stating that this Resolution will allow the city to move forward with the implementation of the first phase of the City of Piqua Wayfinding Program. The Wayfinding Program is a comprehensive system of signage that provides directional information and also helps to identify facilities, park locations and other amenities in a community in such a way that both satisfies the industry standards and requirements for signs functioning in the public right of way, but with a certain amount of enhanced character that helps promote and establish the identity of the community, along with the brand of the community, if that may be the case. Phase One will include the fabrication and installation of downtown directional signs. Future phases will include additional informational signage and directional signage throughout the community and also the installation of facility ID signs, park ID signs; signs of that nature. A request was made and advertised publicly for bids and also mailed directly to 12 prospective bidders through the Engineering Department, including local and regional vendors who are identified as qualified to do this work. In response to that, the city received two bids; one from Lauretano Sign Group and one from Geograph Industries. The two bids received were both substantially higher than the amount allocated in the budget for this phase of the work. Fortunately, in discussing the concern with Lauretano Sign Group, they were agreeable to performing a reduced scope of work that would allow the city to bring the total cost of the project in line with the budgeted amount that was available. The 2017 budget is just north of $50,000.00; the requested expenditure is $85,000.00, which provides a modest contingency for the total bid amount proposal from Lauretano of $82,940.00. Lauretano is a national firm that fabricates and installs sign projects that are of a higher quality and of a specialty variety. They work with a number of corporate brands and have done signage across the world. Their corporate office is in Connecticut; their Ohio sales office is in Youngstown, which will be the city’s contact point. The comprehensive plan recommended that the city do wayfinding signage in the community and that recommendation has moved forward with the preparation of a conceptual design and completion of the framework for what the signage installation should look like and that included a significant amount of community engagement. The detail design work was completed in 2016 and subsequently advanced to this point where it’s now time to begin the first phase of the sign installation of the wayfinding signage. If authorized, the contractor indicates there’s about an eight week lead time on fabricating the signage and they will begin with installation soon thereafter with hopes of having it completed by the end of the year.

Commissioner Wilson questioned whether or not any of these signs will be on the bike path and if there will be a sign in front of the Municipal Government Complex so people know what the building is.

City Planner Schmiesing stated no signs on the bike path are part of this bid package, and as far as the Municipal Government Complex, that will be a future phase as well. The signs in this phase focus on the downtown directional signage.

Commissioner Terry questioned how the city was able to come in on budget and if it was because the signage is being restricted to downtown and making a Phase 1.

City Planner Schmiesing stated the initial bid request included quantities for signage in front of the Municipal Government Complex, McCulloch Square, some other informational signage that’s relevant to the downtown directional signage, but not necessary, so it can stand alone; it doesn’t have to be implemented with the directional signage. By being able take out the Municipal Government Complex sign, for example, and some of the other signs that can stand alone or separate from the directional signage, that reduced the quantities to where the city was able to get the bid amount to where the budget number is at.

Commissioner Terry questioned if there would be future money in a budget to be able to write a Phase II.

City Manager Huff stated the city budgeted for this amount last year not knowing what the prices were going to be, so the city will be able to budget accordingly.

City Planner Schmiesing stated it will be a multi-year implementation project.
Commissioner Martin noted that a couple of the signs indicate pavement with bricks. Does that mean there will be bricks in the streets?

City Planner Schmiesing stated that the bid sheets reflect the installation location of each sign type. Some are in the area where it’s top soil, so the installation is simply putting the post into the ground. In other locations, they are installing through pavement, i.e., concrete sidewalk, so it’s a different scope of work necessary to do that. Beyond that, there are actually locations where they’re penetrating through brick pavers, so each of those types of installations are broken out as a separate item recognizing that the level of work necessary to complete the task is different.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-114-17.

Commissioner Wilson moved for the approval of Resolution No. R-114-17; seconded by Commissioner Terry; motion was carried unanimously and Mayor Hinds declared Resolution No. R-114-17 adopted.

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

Law Director Wall interrupted to request an amendment to this Resolution to the effect of amending Section 1 to eliminate the last part of the sentence, which would then read, "..........the City Manager is hereby authorized to execute a contract with said bidder.” The rest of the sentence would be eliminated. The reason being it references Exhibit B as the attached contract. The actual contract was in the bid documents and that’s the contract that needs to be used. It’s for the same dollar amount and the contract terms are the same; it’s just a different format and inclusive.

Commissioner Vogt moved to amend Resolution No. R-115-17; seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared Resolution No. R-115-17 amended.

Sky Schelle, Water Quality Coordinator, spoke stating that everyone is aware there have been ongoing flooding problems in the Shawnee neighborhood. This contract to Milcon is what the city anticipates to be the first phase to reduce that flooding. A separate contract last year with Kleingers created engineered drawings for an over 500 foot, 48 inch storm diversion sewer, which begins at the intersection of Cleveland and Second Streets and goes down Second Street through a road cut and then through an open cut in the Miami Conservancy District’s (MCD) levy and then outlets into the Great Miami River. The plans from Kleingers were reviewed and, through a bidding process, the city received a low bid from Milcon Construction of $350,396.00. The budget for this project was $420,000.00 from Storm Water Utility, however, the city received a CDBG grant in the amount of $340,000.00. The remainder, $10,396.00, is being covered with an Ohio Public Works Commission loan. Milcon is scheduled to begin the project around the middle of September. The timing is such that advantage can be taken of low water levels in August and September. Construction is anticipated to take six weeks with an anticipated completion date of November 1st. Construction will begin on the levy, because that is the most difficult part, and then back up Second Street to put in the storm sewer, which again is 48 inches. Hopefully, according to the plans, that storm sewer will alleviate flooding at that intersection.

Commissioner Martin questioned why the levy is being cut instead of boring underneath it.

Water Quality Coordinator Schelle stated MCD, in the last few years, has decided that is their preferred method. It’s their levy and the city has to cut it the way they want it. MCD is going to
have people on site while it's open and the contractor has to put that levy back according to MCD's specs. Those specs say it has to be an open cut from the top to the bottom.

Commissioner Martin questioned who is responsible if it fails.

Water Quality Coordinator Schelle stated Milcon is responsible. Milcon has three contingency plans in place, which our design engineer, Kleingers, has approved. Those contingencies are based on three different flood levels, so they will have materials on site in case there's a rain event. As stated, Milcon has plans our engineer has approved and the city thinks will keep the neighborhood dry in case that river does flood.

Commissioner Martin questioned who is responsible in three years.

Water Quality Coordinator Schelle questioned if Commissioner Martin meant who is responsible if the levy fails because it wasn't put back according to spec.

City Manager Huff spoke stating the city will have the ability to determine if the levy was put back to the same quality that it was. Any failure from that standpoint, once it's verified by MCD that it has been done correctly, would be the responsibility of MCD. The intent on this is that the requirements are such that the city is going to put the levy back to ensure that it's of the same compaction so that it doesn't have any issues, and failure to do that part is the contractor's.

Commissioner Martin questioned who is going to be there to watch them do this.

Water Quality Coordinator Schelle stated Strand Associates (Strand) will be hired to be on site constantly from the minute the levy is opened until it is put back. They will be on site taking boring samples and compression samples and to make sure the levy is put back according to MCD specs. In addition, MCD will be on site as well to oversee that process. MCD has final say whether or not the contractor's work in putting back the levy meets their standards.

Commissioner Martin questioned why it's necessary to have Strand at the site if MCD is going to be there.

Water Quality Coordinator Schelle stated MCD is not going to be performing any testing. The city wants somebody there to oversee the contractor to perform the testing so the city has the assurance that the levy is put back according to MCD's specs. It is not MCD's responsibility to take those steps. The city pulled the permit to open up the levy; it's the city's responsibility, and ultimately the city's contractor's responsibility, to make sure that the levy is put back according to MCD's specs.

Mayor Hinds spoke stating that there are so many steps to make this happen with MCD owning the levy. The city has to make sure it is done to MCD's specifications and the right people are there to make that happen; similar to the painting of the CSX railroad bridge.

Commissioner Terry questioned if MCD has to answer to the civil core.

City Manager Huff stated the core is not involved; it is fully MCD. The city is doing the work as required by MCD. The city will have the engineers and the company performing the work with inspectors on site to test everything, to make sure that the testing is done properly and accurately. Based on the testing, and with MCD's approval that it meets all the requirements to have it put back to the same quality, the city is good to go.

Mayor Hinds stated MCD will have the final say as to whether or not everything is good to go.

Commissioner Wilson questioned if the cut in the levy would be made with the drainage in there and then cover it up again right away or if it is going to be sitting open.
Water Quality Coordinator Schelle stated the intent is to make the cut, put the piping in and all the manholes and other structures, as quickly as possible, and then put the levy back in place before they continue with the cut that will be up Second Street.

Wilson questioned if the end result would be an open pipe on the river side and how far out it will be.

Water Quality Coordinator Schelle stated he believes it will extend 20 feet from the river side of the levy, but he would need to verify that.

Commissioner Wilson questioned what would be directing the water from there.

Water Quality Coordinator Schelle stated a concrete head wall and three tons of rip rap.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-115-17.

Commissioner Wilson moved for the approval of Resolution No. R-115-17; seconded by Commissioner Terry; motion was carried unanimously and Mayor Hinds declared Resolution No. R-115-17 adopted.

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

Water Quality Coordinator Schelle spoke stating this Resolution is a follow-up to the previous Resolution. Milcon is going to do the construction; Strand is going to do the overseeing. Strand was chosen from four proposals. Strand will have somebody on site for the duration of the construction at a total cost of $62,980.00, and they will have somebody there from the moment the levy is opened until it is put back. That person will be overseeing, along with one of their geo-tech subcontractors, the compaction and the backfill and then will be working with MCD and the city’s engineers coordinating all communication and testing to make sure that all of MCD’s requirements are met. Once the levy is put back in place, that person will also be on site to make sure that the road cut is done properly and that Second Street and all associated asphalt and concrete is put back according to spec as well.

Commissioner Wilson questioned if there will be grass on the levy prior to winter, to which Water Quality Coordinator Schelle confirmed.

Commissioner Martin questioned what Strand is responsible for because the Agreement shows they’re not responsible for anything.

Law Director Wall stated she believes the Agreement is saying that Strand isn’t responsible for Milcon’s work, so Strand is there to make sure Milcon is doing the specs correctly.

Commissioner Martin stated he interpreted the Agreement to say that Strand is not responsible for anything. Are they just there to watch them do this? Commissioner Martin stated it appears at this point all Strand is going to do is observe, but they can’t stop Milcon if they’re doing something wrong, so the need to have Strand there is unclear.

City Manager Huff spoke stating his recommendation would be to table this Resolution until the city can get clarification on the language used in the Agreement.
Commissioner Martin moved for Resolution No. 116-17 to be tabled until September 5, 2017; seconded by Commissioner Vogt; carried unanimously and Mayor Hinds declared Resolution No. R-116-17 tabled until September 5, 2017.

PUBLIC COMMENT

Joe Hinds of Whitetail Lane came forward to speak in objection to David Allen Coe (Coe) performing at the Piqua Bikefest. Mr. Hinds is aware of Coe’s performances by living in Alabama during the 1980s. While he understands that Coe no longer performs his vial, racist, homophobic, and misogynistic songs in public, he still sells them on his website and they are available for purchase at his merchant tables. Whether Coe performs these songs or not, he has a reputation that is stained by them and they are popular with his fan base. Coe and his fans are uncritical and unrepentant for the content in those songs. Coe is clearly still profiting from and promoting the recordings, even if he doesn’t perform them in public. Coe acknowledges the controversial nature of the songs, but he is unrepentant about the messages in the songs. The titles of his songs contain the “N” word in the title and hateful messages in the title, let alone the lyrics. Hinds implores the city to review the songs and do its own research and see if the city agrees that there is no place in Piqua, Ohio, a public event, for the vile message of Coe, whether it is performed in a song, promoted in merchandise sales or forwarded with a defiant and repugnant attitude, especially in light of what just occurred in Charlottesville, Virginia.

Commissioner Martin questioned if this music is what is still played by Coe and does he play them at his concerts.

Mr. Hinds stated he has never been to one of Coe’s concerts, but he still promotes and sells the CDs. Coe stands for these messages; he’s unrepentant.

Commissioner Martin questioned if Mr. Hinds would have a problem with Coe if he sang gospel, even if it was back in the 1980s.

Law Director Wall spoke stating she spoke with Jim Cruse, the Chairman of Bikefest, and he does not know what the content will be; he does not know who this person is; he did not even know he was on the list. Cruse indicated he will present the issue to the Bikefest Committee and indicated he will get back with the city.

Mr. Hinds stated he does not know if he still performs them in public, but the message is still there. The songs are still promoted actively as part of his website.

Commissioner Wilson questioned if Mr. Hinds was asking that Coe be denied to be at Bikefest and if that is a legal thing that can even be done.

Law Director Wall spoke stating she explained to Cruse that the city has an Agreement with Bikefest, and in that Agreement it says that the city would be consulted and entertainment would be discussed; this performer was never discussed with the city. The reason the city found out about Coe is a citizen came to the city building complaining that this performer should not be allowed. Research was done on Coe, and based on that, a letter was sent to Cruse indicating that Coe is inappropriate, and in accordance with the Agreement, the city asked that Coe not perform. Cruse indicated that he would present it to the Bikefest Committee. Cruse also said that he promotes Bikefest as a community event and if this performer is inappropriate, he would agree he’s not a community-type performer.

Mayor Hinds spoke stating that in order for Bikefest to be a community event, everybody needs to feel welcome, and our African American citizens would not. In light of what happened this past weekend at Charlottesville, the city needs to remember that we are in this together and no matter the color of our skin, no matter where we come from, we are one as a community, and if there is anything that the city does that is going to make one of our community members be ostracized, it should not happen, because we are a city of a diverse group of people and that is one of the
beauties of who we are as the City of Piqua, and there is no way we can change that. It is a plus for us as a city to have a diverse group of people to be citizens, and I would hate for any citizen to feel that they were unwelcome at any event because of anybody who is singing, doing anything, that would make them feel uncomfortable.

Mr. Hinds stated his point was only that whether Coe’s singing the songs or not, if he’s very well known for the songs, his concern as a citizen is people would associate Piqua with giving him a stage knowing that this is the reputation he’s very well known for.

City Manager Huff stated that one of the things he has to look at as the individual who authorizes the permit for the event is the safety and welfare of the community, and that has to be taken into consideration going forward that with the event.

Commissioner Terry questioned if Bikefest has a contract with Coe and if the the city knows if his performance is set in stone.

Mr. Hinds stated he does not know the answer to that, but his name is listed on a poster as a performer.

Law Director Wall stated she asked for verification that he was performing and the list that the city was provided has him on it for the Saturday night performance.

Mayor Hinds stated it is nothing against Bikefest; it’s against this performer. It’s the reality of what this performer stands for.

CITY MANAGER’S REPORT

City Manager Huff stated that the CSX Railroad bridge paint contractor is currently mobilizing and hopefully will be starting soon.

Also, the installation of the rectangular graphic flashing beacon is underway at the Clark and McKinley intersection. A study was completed on that intersection after a lot of citizen complaints, and it was decided the flashing beacon is the best choice.

Speedway began demolition on the former Hardesty house on Covington Avenue to make room for their new facility.

The city has been working with the Department of Energy over the past few years to renovate and improve the existing Nuclear Generating Station, which is currently being utilized for Underground Utilities and other operational things. The Department of Energy has informed the city that they will be coming in to do a 4 million dollar renovation on that facility, which is good news. The downside of that is some of the operations will have to temporarily relocate while that renovation takes place, which could be 1 ½ years. The renovation is scheduled to begin June of 2018.

Commissioner Martin questioned if the bridge is being painted off of State Route 36 or if they will be hanging off the bridge itself.

City Manager Huff stated he believes they will be painting in the air.

Commissioner Martin questioned if the graphic flashing beacon at Clark and McKinley is going to become a three way stop.

City Manager Huff stated it is mainly for the crosswalk for the number of people that travel through that intersection walking to get to the park. There has been great concern that people are not watching for children and other people crossing at that intersection. There will be crosswalks with flashing lights like at College.
COMMISSIONERS' COMMENTS

Commissioner Terry spoke stating that she hates to think of the open seat on the ballot in the fourth ward and requests that anybody who feels like they want to make a commitment to the city and want to do a good job contact the Board of Elections as a write in possibility.

Mayor Hinds reminded everyone that Yoga with the Mayor, with Amanda Heath Brown from BalanceYoga assisting, will be tomorrow, August 16th, beginning at 6:00 P.M. at Wertz Stadium on the field. If there is bad weather, it will be held inside the field house. It is a free event and yoga mats will be available if anybody is in need of one.

Also, Thursday, August 17th, there is a Business After Hours and the initial beginning of the Garden Tribe for the schools. The garden is located at the old Nicklin kindergarten site across from Piqua Central Intermediate and it’s going to be used by Piqua Central Intermediate students, as well as the Piqua Catholic students. The beds are already up, so you can see some of the things that are going to be happening there.

The last Rock Piqua concert is August 19th. ReFlektion from Piqua will be opening for Clark Manson from Covington.

The first day of school is August 22nd. There will be a lot of busses and children on the roads. Remember to drive a little slower and leave a little earlier. A huge shout out to the Piqua Schools, the Catholic Schools and the other schools in our community for the good work that they do for our students the whole school year, and we wish them a good year.

American Idol is having auditions on August 26th from 11:00 A.M. to 3:00 P.M. at the Miami Valley Center Mall. Any questions relating to this event can be directed to Peggy Henthorn at the Miami Valley Center Mall.

Finally, have a safe Labor Day weekend; the next commission meeting will be September 5th.

Motion made by Commissioner Vogt to adjourn the Regular Commission Meeting at 8:33 P.M.; seconded by Commissioner Martin; motion was carried unanimously.

KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________
  KIMBERLY J. HEBB
  ACTING CLERK OF COMMISSION
RESOLUTION NO. R-117-17

A RESOLUTION REAPPOINTING A MEMBER TO THE
BOARD OF ZONING APPEALS

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: David Fishbach is hereby reappointed as a member of the Board of Zoning Appeals for a five-year term to expire on March 1, 2022 or until his successor is confirmed and qualified;

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 Judy Terry __________
Commissioner Joseph Wilson __________
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

2nd Reading 8/15/2017

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**  
**Item #3**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 1, 2017, August 15, 2017, September 5, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>AN ORDINANCE TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Chris Schmiesing, City Planner</td>
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<td>Development Department</td>
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<td>AGENDA CLASSIFICATION</td>
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<td>☑ Ordinance</td>
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<td>☐ Resolution</td>
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<td>☐ Regular</td>
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<td>APPROVALS/REVIEWS</td>
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<td>☐ City Manager</td>
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<td>☑ City Planner</td>
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<td></td>
<td>☑ Planning Commission</td>
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<tr>
<td>BACKGROUND</td>
<td>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.</td>
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<tr>
<td>(Description, background, justification)</td>
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<td>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.</td>
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<tr>
<td>BUDGET/FINANCIAL IMPACT</td>
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<tr>
<td>(Project costs and funding sources)</td>
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<tr>
<td>Budgeted $:</td>
<td>0</td>
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<tr>
<td>Expenditure $:</td>
<td>0</td>
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<tr>
<td>Source of Funds:</td>
<td></td>
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<tr>
<td>Narrative:</td>
<td>Approving the resolution will forward the request to the Planning Commission for study and recommendation.</td>
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<tr>
<td>OPTIONS</td>
<td></td>
</tr>
<tr>
<td>(Include deny/approval option)</td>
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</tr>
<tr>
<td>1.</td>
<td>Adopt the ordinance to vacate the subject right of way.</td>
</tr>
<tr>
<td>2.</td>
<td>Defeat the ordinance and deny the request to vacate the subject right of way.</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>June 20, 2017 – City Commission – Declare Intent to Vacate</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approve the proposed ordinance.</td>
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<tr>
<td>ATTACHMENTS</td>
<td>Survey and legal description.</td>
</tr>
</tbody>
</table>

July 11, 2017 – Planning Commission – Public Hearing
July/Aug 2017 - City Commission – Reading of Ordinance
EXHIBIT A

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 152.50 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. Bertke, 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.
RESOLUTION NO. R-112-17
TABLED 8-15-2017

AN EMERGENCY 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.

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 $5,445,400.00 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
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>August 15, 2017 - Tabled</th>
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<tbody>
<tr>
<td>REPORT TITLE</td>
<td>AN EMERGENCY RESOLUTION TO AWARD A CONTRACT FOR CONSTRUCTION ADMINISTRATION AND APPLICATIONS ENGINEERING WITH CDM SMITH FOR THE WASTEWATER TREATMENT PLANT EXPANSION &amp; UPGRADE</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>☑ Resolution</td>
</tr>
<tr>
<td>APPROVALS/REVIEWS</td>
<td>□ City Manager</td>
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<td>□ Asst. City Manager/Finance</td>
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<td>□ Asst. Manager/Development</td>
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<td>☑ Director/Development</td>
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<td>□ Law Director</td>
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<td></td>
<td>□ Other:</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>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. Resolution R-98-17 passed an intent to award contract pending EPA loan approval.</td>
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<tr>
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<td>A Resolution entering into a contract with Peterson Construction Company for said construction has already been passed the Commission.</td>
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<td>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.</td>
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<td>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.</td>
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<tr>
<td>BUDGETING AND FINANCIAL IMPACT</td>
<td>Budgeted $: $5,600,000</td>
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<tr>
<td></td>
<td>Expenditure $: $5,445,400</td>
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<tr>
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<td>Source of Funds: Ohio EPA DEFA loan</td>
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<tr>
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<td>Narrative: Project is to be funded through this loan.</td>
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<tr>
<td>OPTIONS</td>
<td>1. Approve the Resolution to enter into an agreement with CDM Smith for construction administration of the Wastewater plant.</td>
</tr>
<tr>
<td></td>
<td>2. Denial of the resolution would then have meeting the EPA compliance schedule and milestone dates in great question</td>
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<td>------------------------</td>
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</tr>
<tr>
<td><strong>PROJECT TIMELINE</strong></td>
<td>The project will begin as soon as possible and be completed in approximately 33 months</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td><strong>REASON FOR SELECTING CONSULTANT/COMPANY</strong></td>
<td>Request for qualifications</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>CDM Smith contract</td>
</tr>
</tbody>
</table>
AGREEMENT
BETWEEN
OWNER AND ENGINEER
WASTEWATER TREATMENT PLANT CONSTRUCTION ADMINISTRATION SERVICES

THIS IS AN AGREEMENT made as of __________ __, 2017 between the City of Piqua, Ohio ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER intends to have Construction Administration services performed during construction of the Wastewater Treatment Plant Upgrade and Expansion, Project No. 13-15 (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.

2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.

2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised

ARTICLE 3 – OWNER’S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

3.2 Designate in writing a person to act as OWNER’s representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER’s policies and decisions with respect to ENGINEER’s services for the Project.

3.3 Provide all criteria and full information as to OWNER’s requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance
requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications that ENGINEER is not already aware of or that becomes known after the date of the signing of this Agreement. ENGINEER was the designer for the Project and wrote the bid specifications and has possession of all documents, including all design documents and drawings, as well as the bid specifications and contract with the Contractor awarded the bid.

3.4 Not used.

3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER’s Services or any defect or non conformance in ENGINEER’s Services or in the work of any Contractor.

3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit C.

4.1.2 Invoices for Services will be prepared in accordance with ENGINEER’s standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due after review and approval by OWNER no later than 30 days after receipt unless OWNER has notified ENGINEER in writing of a dispute with the Invoice. Owner is obligated to pay all undisputed amounts due.

4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER’s invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days’ written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care
The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER’s profession practicing under similar conditions at the same time and in the same locality. However, despite the generalized standard of care asserted by ENGINEER, ENGINEER shall perform its services in a professional manner, and negligent or willful or wanton conduct on behalf of ENGINEER will not act as a defense to any liability ENGINEER may have for failure to perform any service or obligation as outlined in this Agreement. It is also essential that it is recognized that ENGINEER was also the contract designer of the project and is sufficiently familiar with all documents and design standards necessary for the completion of the project and is not administering a third party’s design.

5.2 Not used.

5.3 Termination
The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination. Any payment made for incurred expenses does not waive any claim OWNER may have for damages due to failure to comply with the Agreement, nonperformance, failure to correct any default or any other claim OWNER may have against ENGINEER for damages.

5.4 Use of Documents

5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed. All Documents shall be turned over to the OWNER in final form upon completion of the Project as all work product documents are subject to the Ohio Public Records law and all retention laws. ENGINEER was compensated for all work product as a result of this Agreement and no separation compensation is to be paid for the Documents.

5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER’s sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.

5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.

5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER’s sole risk and without liability or legal exposure to ENGINEER or to ENGINEER’s Consultants; (3) such limited license to OWNER shall not create any rights in third parties. Although ENGINEER may not have given verification, completion or adaptation, OWNER has no liability nor duty to indemnify ENGINEER for use by a third party when the record has been released or obtained pursuant to the Ohio Public Records Law.

5.4.6 Not used.
5.5 Controlling Law and Forum
This Agreement is to be governed by the laws of the State of Ohio. The forum for any litigation shall be Miami County, Ohio or the Southern District of Ohio, depending on the jurisdiction of the claims.

5.6 NOT USED.

5.7 NOT USED.

5.8 Successors and Assigns

5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.8.3. Unless expressly provided otherwise in this Agreement:

5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices
Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation 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.

5.11 Changed Conditions
If unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably
been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such unknown condition by change order or amendment to reflect additions that result from such changed or unknown conditions upon proof that ENGINEER actually incurred additional expenses due to the changed or unknown condition.

If there are changed or unknown conditions that neither party discovered or could have known, ENGINEER and OWNER shall mutually agree in writing how to move forward prior to any expense being incurred by ENGINEER.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER’s scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER’s services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days’ notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.

5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers’ compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, as well as general commercial liability insurance in the amount of $1,000,000 per claim and $3,000,000 aggregate. Such endorsement of the policy shall include the City of Piqua as an additional insured with the following required language: “City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured on the general commercial liability and auto liability policy and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds.”

ENGINEER must provide a certificate of insurance and the necessary endorsement establishing coverage and that the OWNER is an additional insured on the general commercial liability and auto liability policies. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

5.14 Discovery

ENGINEER shall be entitled to compensation for actual costs reasonably incurred in response to all requests for discovery from the OWNER only relating to this Project and to extent that ENGINEER is not a party to the lawsuit. Compensation for discovery shall apply to requests made by the OWNER.
only after the first time the Documents or information has been provided to the OWNER.

5.15 Nondiscrimination and Affirmative Action
In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure
Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER’s failure to provide data in OWNER’s possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER’s scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event. Any additional expenditure above the total fee for basic services must be pre-approved by OWNER. Prior to reimbursement, ENGINEER must establish additional costs and/or expenses due to the force majeure event. Upon the occurrence of a force majeure event, ENGINEER shall inform OWNER of its effort to mitigate costs, and OWNER shall approve of the efforts the ENGINEER shall take to mitigate costs, incurred due to the force majeure event. If ENGINEER fails to take the efforts to mitigate those costs, Engineer shall not be entitled costs/expenses incurred after the occurrence of a force majeure event.

5.17 Waiver
Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.18 Headings
The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors
ENGINEER may not utilize such ENGINEER’s Subcontractors as ENGINEER deems necessary to assist in the performance of its Services without prior approval by the OWNER. Any approved Subcontractor shall follow all terms and conditions of the Agreement or any part of the Project as if they were the ENGINEER performing the service.

5.20 Coordination with Other Documents
It is the intention of the parties that if the ENGINEER’s Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments
thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term “defective” will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order
Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution
In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services
The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement
This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern
Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste,
substance, or material.

6.1.4 Construction Cost - ♦
The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C herein or in the other attached exhibits.

6.1.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.10 Standard General Conditions - ♦

6.1.11 Total Project Costs - ♦
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.
properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer’s Services, Owner’s Responsibilities, Time Period for Performance, Method of Payment, and Special Provisions.

Exhibit B - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.

Exhibit C - Fee Schedule for Professional Services

This Agreement (consisting of Pages 1 to 10 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

By: ____________________________
Title: City Manager
Date: ____________________________

ENGINEER:

By: ____________________________
Title: ____________________________
Date: ____________________________

Approved as to form:

By: ____________________________
Title: City Law Director

Address for giving notices:
201 West Water St.
Piqua, OH 45356

Address for giving notices:
8845 Governor’s Hill Dr.
Suite 430
Cincinnati, OH 45249
EXHIBIT C  
CDM SMITH INC.  
FEE SCHEDULE FOR  
PROFESSIONAL SERVICES

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>
<td></td>
</tr>
<tr>
<td>Professional I</td>
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</tr>
<tr>
<td>Professional II</td>
<td>$130.00</td>
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<tr>
<td>Senior Professional</td>
<td>$165.00</td>
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<tr>
<td>Principal</td>
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<td>Associate/Officer</td>
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<tr>
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<td>Senior Drafter</td>
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<td>FIELD SERVICES</td>
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<tr>
<td>Professional</td>
<td></td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$110.00</td>
</tr>
<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 10 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.

Reproduction:
$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, but not to exceed the Federal Cost-of-Living Adjustment (COLA).
EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work

This is an exhibit attached to and made a part of the Agreement dated _____________, 2017, between the City of Piqua, Ohio (OWNER) and CDM Smith, Inc. (ENGINEER) for professional services.

1.0 ENGINEER’S SERVICES

1.1 Study and Report Phase
ENGINEER’s services during the Study and Report Phase are not part of this Agreement. Study and Report Phase Services have been completed under a separate Agreement.

1.2 Design Phase
ENGINEER’s services during the Design Phase are not part of this Agreement. Design Phase Services have been completed under a separate Agreement.

1.3 Bidding or Negotiating Phase
ENGINEER’s services during the Bidding or Negotiating Phase are not part of this Agreement. Bidding or Negotiating Phase Services have been completed under a separate Agreement.

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 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 However, upon observation of a safety hazard or Contractor not following the Contract Documents, ENGINEER has a duty to immediately notify Contractor and Owner of the noncompliance. Following notification by the ENGINEER, the ENGINEER will keep the OWNER informed of the steps being taken by the Contractor to remediate the safety issue or noncompliance.

1.4.2.4 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.

1.4.10.3 Recommendation of payment by ENGINEER to OWNER for Contractor's work certifies that, in ENGINEER's opinion and based on work progress known by the ENGINEER, Contractor's work was in compliance with the Contract Documents.

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.

ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents unless ENGINEER concealed knowledge of the non-compliance.

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. Upon observation, ENGINEER shall notify OWNER of any work that may result in a “Stop Work Order”.

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. ENGINEER will inform the OWNER when more than two review cycles are needed for Shop Drawing and Sample Review. OWNER will compensate ENGINEER for such additional Shop Drawing and Sample Reviews on a monthly basis as additional services as pre-approved by OWNER.

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. Recommendation of payment by ENGINEER to OWNER for Contractor’s work certifies that, in ENGINEER’s opinion and based on work progress known by the ENGINEER, Contractor’s work was in compliance with the Contract Documents.
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 Agreement 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 and other duties as further defined herein.

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.

1.6.2.2.2 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 start-up.

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:

1.7.2.3.1 Onsite assistance (1 person for 6 days)
1.7.2.3.2 In-office assistance (1 person for 5 days)
1.7.2.3.3 Assist plant staff in preparation of equipment systems for initial operation
1.7.2.3.4 Monitor and recommend process optimization adjustments upon startup
1.7.2.3.5 Prepare sample process equipment status log sheets
1.7.2.3.6 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 intent 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:

1.7.3.1 Module 1 – Overview of the Wastewater Treatment Plant, 4 hours
1.7.3.2 Module 2 – Raw Sewage Pumping, 2 hours
1.7.3.3 Module 3 – Mechanical Screening, 2 hours
1.7.3.4 Module 4 – Grit Removal, 2 hours

1.7.3.5 Module 5 – Biological Nutrient Removal through Oxidation Ditches, 4 hours

1.7.3.6 Module 6 – Secondary Clarification, 2 hours

1.7.3.7 Module 7 – Ultra-Violet Disinfection, 4 hours

1.7.3.8 Module 8 – Post-Aeration, Effluent Pumping, 2 hours

1.7.3.9 Module 9 – Sludge Pumping (RAS, WAS, RDT Feed, Thickened Sludge, Dewatered Sludge), 4 hours

1.7.3.10 Module 10 – Sludge Digestion, 4 hours

1.7.3.11 Module 11 – Sludge Thickening and Dewatering, 4 hours

1.7.3.12 Module 12 – Plant Drain and Non-Potable Water (NPW) Pump Stations, 2 hours

1.7.3.13 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 plant-specific 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:

1.9.1 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.

1.9.2 The Antero program and database will be loaded on the WWTP server by ENGINEER.

1.9.3 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 data base that the OWNER’s staff is able receive the support that they would normally have for the new software.

1.9.4 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:

1.9.5 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.

1.9.6 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 1.9.5 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.

1.9.7 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.

1.9.8 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:

1.9.8.1 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.

1.9.8.2 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.

1.9.9 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.

2.0 OWNER’S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;

2.1.3 Appropriate professional interpretation of all of the foregoing;

2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
2.1.6 Property descriptions;

2.1.7 Zoning, deed and other land use restrictions; and

2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.

2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6 Provide, as may be required for the Project:

2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

2.8 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the
relation thereof to the duties, responsibilities and authority of ENGINEER.

2.9 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.

2.10 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

2.11 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

2.12 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.

2.13 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.

2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

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

3.0 **TIME PERIOD FOR PERFORMANCE**

The time periods for the performance of ENGINEER's services as set forth in Article 1 of said Agreement are 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.

4.0 **METHOD OF PAYMENT**

The method of payment for Services rendered by ENGINEER shall be as set forth below:

The total estimated "not-to-exceed" fee for the Scope of Services is $5,186,095. The table below shows the total estimated fee for each task, including the total "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 the total estimated not-to-exceed 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>
<td>$ 92,818</td>
</tr>
<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>
</tr>
<tr>
<td><strong>Total Estimated Not-to-Exceed Amount for Services</strong></td>
<td><strong>$5,186,095</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 Agreement without receiving prior written authorization from OWNER on the cost and scope of said out-of-scope work.

5.0 **SPECIAL PROVISIONS**

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

None
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 __________, 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 Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Contractor, for safety precautions and programs incident to the work of any Contractor, for any failure of any Contractor 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, RFIs, 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 daily.

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.

9. Shall follow all terms and conditions of the Agreement and the Project.

D. Insurance and Liability

1. ENGINEER shall include the RPR as an additional insured against any claims against the City of Piqua, its agents, employees, officer, elected officials or volunteers for actions or the failure to perform duties by the RPR.

2. Failure of the RPR to perform his duties does not exclude any liability on behalf of the ENGINEER who has control over the RPR.
### ORDINANCE NO. 11-17

**AN EMERGENCY AMENDED ORDINANCE TO MAKE APPROPRIATIONS FOR THE CITY OF PIQUA, OHIO FOR THE YEAR 2017**

BE IT ORDAINED by the Commission of the City of Piqua, Miami County, Ohio, the majority of all members elected or appointed thereto concerning:

#### SEC. 1:

That there be appropriated from the **GENERAL FUND** (001)

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>2017 BUDGET</th>
<th>2017 SUPPLEMENTAL</th>
<th>2017 REVISED APPROPRIATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers</td>
<td>$70,000</td>
<td>$70,000</td>
<td></td>
</tr>
<tr>
<td>Transfer to Nit Fund 104</td>
<td>$300,000</td>
<td>$300,000</td>
<td></td>
</tr>
<tr>
<td>Transfer to Parks Fund 105</td>
<td>$3,500,000</td>
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<tr>
<td>Transfer to Safety Fund 106</td>
<td>$5,200</td>
<td>$10,000</td>
<td>$10,200</td>
</tr>
<tr>
<td>Transfer to Forest Hill Mausoleum Fund 110</td>
<td>$80,000</td>
<td>$80,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>Transfer to Pro Piqua Fund 126</td>
<td>$250,000</td>
<td>$250,000</td>
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<tr>
<td>Transfer to Brownfield EPA Great Fund 131</td>
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<tr>
<td>Transfer to Golf 406</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Transfer to Fort Piqua Plaza 410</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

**TOTAL** $4,615,900 $10,000 $4,525,900

**TOTAL GENERAL FUND**

$4,615,900 $10,000 $4,525,900

#### SEC. 4:

That there be appropriated from the **STREET INCOME TAX FUND** (103)

| Operation and Maintenance | $408,412 | $405,000 | $813,412 |
| Capital Outlay (including labor) | $1,443,000 | ($405,000) | $1,038,000 |

**Non Government/Transfer/Refunds**

$173,754

**TOTAL** $2,025,168 $0 $2,025,168

#### SEC. 6:

That there be appropriated from the **PARK AND RECREATION FUND** (135)

| Personal Services/Administrative Support | $310,061 | $310,061 |
| Operation and Maintenance | $274,008 | $274,008 |
| Capital Outlay (including labor) | $178,000 | ($82,000) |
| Non Government/Transfer/Refunds | $450 | $450 |

**TOTAL** $771,019 $0 $771,019

#### SEC. 7:

That there be appropriated from the **PUBLIC SAFETY FUND** (106)

| 000 Fire Department | $3,951,247 | $3,951,247 |
| Personal Services/Administrative Support | $667,573 | $667,573 |
| Operation and Maintenance | $1,584,000 | ($56,000) |
| Capital Outlay (including labor) | $469,093 | $469,093 |

**TOTAL** $6,251,870 $0 $6,251,870

**TOTAL PUBLIC SAFETY** $6,251,870 $0 $6,251,870

#### SEC. 9:

That there be appropriated from the **FOREST HILL MAUSOLEUM FUND** (110)

| Operation & Maintenance | $2,200 | $2,200 |

**TOTAL** $2,200 $10,000 $10,200

#### SEC. 10:

That there be appropriated from the **COMMUNITY DEVELOPMENT BLOCK GRANT FUND** (123)

| Operation and Maintenance | $95,900 | $264,100 |

**TOTAL** $95,900 $264,100 $360,000

#### SEC. 21:

That there be appropriated from the **REVOLVING LOAN FUND** (130)

| Operation and Maintenance | $48,653 | $1,347 |

**TOTAL** $48,653 $1,347 $50,000

#### SEC. 38:

That there be appropriated from the **POWER SYSTEM FUND** (401)

| Personal Services/Administrative Support | $2,277,154 | $2,277,154 |
| Operation and Maintenance | $2,415,732 | $2,709,632 |
| Capital Outlay (including labor) | $2,988,368 | ($1,310,000) |
| Overhead Transfers | ($180,000) | ($180,000) |

**TOTAL** $33,070,232 $0 $33,070,232

#### SEC. 38:

That there be appropriated from the **WATER SYSTEM FUND** (403)

| Personal Services/Administrative Support | $1,451,362 | $1,451,362 |
| Operation and Maintenance | $4,073,687 | $4,103,687 |
| Capital Outlay (including labor) | $13,199,531 | $13,199,531 |
| Non Government/Transfer/Refunds | $1,272,852 | $1,272,852 |

**TOTAL** $19,997,412 $30,000 $20,327,412
<table>
<thead>
<tr>
<th>Section</th>
<th>Appropriation Details</th>
<th>2017 Budget</th>
<th>2017 Supplemental</th>
<th>2017 Revised Appropriations</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEC. 48:</td>
<td>Operation &amp; Maintenance</td>
<td>$311,760</td>
<td>$311,760</td>
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</tr>
<tr>
<td></td>
<td>Capital (including labor)</td>
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<td>$3,500</td>
<td>$0,000</td>
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<td>TOTAL</td>
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<td>$3,500</td>
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<td>SEC. 49:</td>
<td>Personal Services/Administrative Support</td>
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<td>Operation and Maintenance</td>
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<td>Capital Outlay (including labor)</td>
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<td>$5,000</td>
<td>$20,000</td>
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<td></td>
<td>Non Government/Transfers/Refunds</td>
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<td>-</td>
<td>$6,000</td>
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<tr>
<td>Allocated Expenses</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>SEC. 56:</td>
<td>Non Governmental/Transfer/Refund</td>
<td>$30,000</td>
<td>($7,133)</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$30,000</td>
<td>($7,133)</td>
<td>$22,867</td>
</tr>
</tbody>
</table>

SEC. 56: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2017. Future commitments representing encumbrances of fund balance or future revenues will be appropriated in the future year when those services or goods are rendered to the city.

SEC. 57: That the sums expended from the appropriations and which are proper charges against any other department or against any person, firm or corporation which are paid with the period covered by such appropriations shall be considered reappropriated for such original purposes; provided, that the net total of expenditures under any item of said appropriations shall not exceed the amount of this item.

SEC. 58: That the Director of Finance is hereby authorized and directed to draw her warrant upon the City Treasury for the amounts appropriated in this order when claims are properly presented and approved, the same to be chargeable to the appropriations for the year 2017 when passed and legally contracted for in conformity by law.

SEC. 59: That the Finance Director at the discretion of the City Manager make temporary advances from the General Fund to any Fund to cover temporary shortages of cash until revenues or permanent transfers become available to repay that temporary advance. That these advances may not exceed $1,000,000 in the aggregate nor extend past December 31, 2017: except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 60: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

SEC. 61: That this ordinance is declared an emergency for immediate preservation of the public peace, health, or safety in the City of Piqua and shall take effect and be in force from and after passage.

KATHRYN B. HINDS, MAYOR

PASSED:

ATTEST: REBECCA J. COOL
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by

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

and on roll the following vote ensued:
| MEETING DATE | September 5, 2017 |
| REPORT TITLE | An Emergency Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2017 |
| SUBMITTED BY | Name & Title: Cynthia Holtzapple, Assistant City Manager, Finance Director
Department: Finance |
| AGENDA CLASSIFICATION | ☒ Consent  ☑ Ordinance  ☐ Resolution  ☐ Regular |
| APPROVALS/REVIEWS | ☒ City Manager  ☒ Asst. City Manager/Finance
☐ Asst. City Manager/Development  ☐ Law Director
☐ Department Director;  ☐ Other: |
| BACKGROUND | Every year about this time, we request a supplemental appropriation. This is due in part to the requirement that we present the 2017 annual budget to you in early November 2016 before all project timing and costs are known. Projects expecting to be done last year will sometimes carryover into this year and projects this year may run ahead of schedule. During the fiscal year, new grant awards and unexpected expenses do occur and this supplemental appropriation allows us to more accurately reflect these changes in our financial statements. Please see “Exhibit A” for detailed explanation of the changes. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: See “Exhibit A”
Expenditure $: See “Exhibit A”
Source of Funds: Various |
| Narrative: | |
| OPTIONS | 1. Approve Ordinance No. 11-17 accepting the Amended Ordinance to make Appropriations for the City of Piqua for the year 2017
2. Approve Ordinance No. 11-17 accepting the Amended Ordinance to make Appropriations for the City of Piqua for the year 2017 with changes being made to the amounts requested. |
| PROJECT TIMELINE | |
| STAFF RECOMMENDATION | We are requesting approval of Ordinance No. 11-17 accepting the Amended Ordinance to make Appropriations for the City of Piqua for the year 2017. |
| ATTACHMENTS | Exhibit A |
### Ordinance 11-17 Appropriation Comparison to Original Exhibit A

#### General Fund (001)

- **Transfers**
  - Transfer to Forest Hill Mausoleum Fund 110
    - $10,000 Heat Pump Repair
  - **Net Increase to General Fund**
    - $10,000

#### Street Income Tax Fund (103)

- **Operation and Maintenance Capital Outlay (including labor)**
  - $405,000 Covington Ave Resurfacing Originally Budgeted in Capital
  - **Total Street Income Tax Fund (103)**
    - $405,000
    - Budget Neutral

#### Parks Fund (105)

- **Operation and Maintenance Capital Outlay (including labor)**
  - $82,000 Hollow Park Bridge Repair
  - **Total Parks Fund (105)**
    - $82,000
    - Budget Neutral

#### Public Safety Fund (106)

- **Fire Department (009)**
  - **Operation and Maintenance Capital Outlay (including labor)**
    - $56,000 Increased Contractual Services
    - **Total Public Safety Fund (106)**
      - $56,000
      - Budget Neutral

#### Forest Hill Mausoleum Fund (110)

- **Operation and Maintenance**
  - $10,000 Heat Pump Repair

#### Community Development Block Grant Fund (122)

- **Operation and Maintenance**
  - $264,100 Increased to finalze grant

#### Revolving Loan Fund (130)

- **Operation and Maintenance**
  - $1,347 Increased to finalize grant

#### Power System Fund (401)

- **Operation and Maintenance Capital Outlay (including labor)**
  - $1,310,900 AMI Meters Originally Budgeted in Capital
  - **Total Power System Fund (401)**
    - $1,310,900
    - Budget Neutral

#### Water System Fund (403)

- **Operation and Maintenance**
  - $30,000 Emergency Repairs

#### Fort Piqua Plaza Fund (410)

- **Non Government/Transfers/Refunds**
  - $3,500 Refunds

#### Utility Business Office (413)

- **Capital Outlay (including labor)**
  - $5,000 Folder inserter machine for Billing
  - **Allocated Expenses**
  - $5,000 Increase allocation
  - **Total Utility Business Office (413)**
    - $- 

#### Safety Equipment Fund (809)

- **Non Governmental/Transfer/Refund**
  - $ (7,133)

- **Overall Total**
  - $311,814
RESOLUTION NO. R-118-17

AN EMERGENCY 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; and

WHEREAS, Resolution R-118-17 to approve a contract with Strand Associates for this project was presented on August 15, 2017, in which the Commission tabled it for further explanation of the scope of services and responsibility of Strand Associates; and

WHEREAS, the Law Director has been in further negotiations with Strand Associates to further define the scope of services and liability issues; and

WHEREAS, although negotiations are not complete, a further scope of services has been defined and staff requests contingent approval so as to not delay the project due to timing of the grant and weather conditions.

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 I in accordance with the contract in a form as substantially attached in Exhibit A conditioned upon (1) the Law Director satisfactorily completing contract negotiations and (2) the Contractor agreeing to subsequent terms and conditions requested by Strand Associates.

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 $67,900.00.

SEC. 3: This Resolution is declared an emergency for the immediate preservation of the public peace, health or safety in the City of Piqua as the Shawnee Neighborhood Storm Water Diversion Project is under timing requirements with grant funding and project deadlines as the construction contract has already been awarded and the project needs to be performed due to low water levels.

________________________________________
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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<tr>
<th>MEETING DATE</th>
<th>September 5, 2017</th>
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<tr>
<td>REPORT TITLE</td>
<td>AN EMERGENCY RESOLUTION FOR CONSENT TO AWARD A CONTRACT TO STRAND ASSOCIATES FOR CONSTRUCTION MANAGEMENT OF THE SHAWNEE NEIGHBORHOOD STORM SEWER PHASE 1</td>
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</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/Finance  
☑ Asst. City Manager/Development  
☒ 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 which includes alerting city staff to all observed health and safety issues and contractor deviations from project specifications. Strand will also provide coordination and communication between all parties, and mange all required materials testing. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $420,000.00 (Stormwater Funds)  
Expenditure $: $67,990.00  
Source of Funds: $67,990.00 from an Ohio Public Works Commission loan. |
| **OPTIONS**  
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<th>(Include Deny / Approval Option)</th>
<th><strong>Narrative:</strong> The contract will be funded through a loan. Local funds will be used to repay the loan in subsequent years.</th>
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<td>1.</td>
<td>Approve the Resolution to enter into an agreement with Strand Associates for construction management of the Shawnee Storm Sewer.</td>
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<td>2.</td>
<td>Deny the Resolution to enter into an agreement with Strand Associates for construction management of the Shawnee Storm Sewer.</td>
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**PROJECT TIMELINE**
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 18, 2017.

**STAFF RECOMMENDATION**
Approval of the Resolution of intent to award a contract to Strand Associates for construction management of the Shawnee Storm Sewer.

**REASON FOR SELECTING CONSULTANT/COMPANY**
Staff rated four proposals for construction management and chose Strand Associates.

**ATTACHMENTS**
None
September 1, 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. CONSULTANT is the OWNER’S field representative and therefore will have a full understanding of the bid specifications, the work that is to be completed, and Miami Conservancy District’s unique requirements.

2. Communicate during construction with The Kleingers Group (ENGINEER), OWNER, and the Miami Conservancy District, as needed regarding compliance with the Contract Documents and specifically the bid specifications, continued progress of the project and updates on schedule completion. CONSULTANT is the OWNER’S representative in the field and is responsible for knowing if CONTRACTOR is following the bid specifications. Upon noticing CONTRACTOR is not following bid specifications, CONSULTANT is to immediately notify OWNER and of the steps CONTRACTOR will take to correct the issue as well as immediately notify CONTRACTOR they are not in compliance with bid specifications. CONSULTANT understands the importance of immediate notification to the OWNER of CONTRACTOR not following bid specification as the OWNER needs to be able to decide whether there will be work stoppage, interruption of payment or other decision regarding the avenue of correction CONTRACTOR will need to complete. CONSULTANT shall be the primary communicator amongst all parties involved in the project.

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. However, CONSULTANT shall immediately notify OWNER of CONSULTANT’s observations or knowledge of CONTRACTOR creating health and/or safety issues on the job site, or for CONTRACTOR failing 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. The geotechnical services will include the materials testing equipment for testing levee replacement and road restoration materials.

6. CONSULTANT will review pay requests from the CONTRACTOR and forward the requests to OWNER with approval or a recommendation for payment.

7. CONSULTANT shall document observed CONTRACTOR field activities while CONSULTANT is on-site in accordance with CONSULTANT’s Daily Observation Report procedures. The field activity log shall be available for review at any time upon request by the OWNER. The field activity log shall be given to the OWNER at the completion of the Project.

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 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, $67,990.

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 September 5, 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.

Titled Indemnification

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the CONSULTANT in the performance of professional services under this AGREEMENT, to the extent that the CONSULTANT is responsible for such damages, liabilities, and costs. The CONSULTANT shall not be obligated to indemnify the OWNER for the OWNER's negligence.

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. However, CONSULTANT shall immediately notify OWNER of CONSULTANT's observations or knowledge of CONTRACTOR creating health and/or
safety issues on the job site, with employees, or for CONTRACTOR failing 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.

www.strand.com
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.

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
Corporate Secretary

Gary A. Huff
City Manager

Date

Date
RESOLUTION NO. R-119-17

AN EMERGENCY RESOLUTION REQUESTING AUTHORIZATION TO AMEND THE CONTRACT WITH KLEINGER'S GROUP FOR ENGINEERING SERVICES FOR THE SHAWNEE NEIGHBORHOOD STORM WATER DIVERSION PROJECT

WHEREAS, the City of Piqua Commission passed Resolution R-20-16 on February 2, 2016 for engineering services and the design of the Shawnee Neighborhood Storm Water Diversion Project; and

WHEREAS, Kleingers Group completed the design of the storm water project based upon the drawings and maps provided by the City of Piqua; and

WHEREAS, upon evaluating the project site, the contractor discovered water lines are in a different location than what was indicated on the maps and drawings thus requiring the relocation of a 1" and a 6" water main; and

WHEREAS, Kleingers Group needs to amend its contract to amend the scope of services for the redesign of the water mains; and

WHEREAS, the project is being funded by a grant with timing requirements and the contract has been issued for construction during the best period of time to perform the work due to low water levels thus necessitating emergency approval for the amended design of the 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 authorized to enter into a contract amendment with Kleingers Group to include an additional scope of work for water main issues and any other redesign that may be necessary once construction begins.

SEC. 2: The cost involved is not to exceed $40,000.00, which includes the original contract amount, the amended scope of work and a contingency.

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

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 Shawnee Neighborhood Storm Water Diversion Project is under timing requirements with grant funding and project deadlines as the construction contract has already been awarded and the work needs to be performed now due to low water levels.

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 William Vogt
Commissioner Joseph Wilson
Commissioner John Martin
Commissioner Judy Terry
| MEETING DATE | September 5, 2017 |
| REPORT TITLE | AN EMERGENCY RESOLUTION REQUESTING AUTHORIZATION TO AMEND THE CONTRACT WITH KLEINGERS GROUP FOR ENGINEERING SERVICES FOR THE SHAWNEE NEIGHBORHOOD STORM WATER DIVERSION PROJECT |
| SUBMITTED BY | Name & Title: Sky Schelle- Water Quality Coordinator Department: Utilities |
| AGENDA CLASSIFICATION | ☑ Consent ☐ Ordinance ☑ Resolution ☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager ☐ Asst. City Manager/Finance ☑ Asst. City Manager/Development ☑ Law Director |
| BACKGROUND | On February 2, 2016, City of Piqua Commission passed Resolution R-20-16 awarding engineering and design services for the Shawnee Neighborhood Storm Water Diversion Project to Kleingers Group. As part of their design services, Kleingers Group requested public utility location information from City Staff and made site visits. The submitted plans were approved by the City and used in July, 2017 to bid construction services for the Shawnee Neighborhood Storm Water Diversion Project. Milcon Concrete was awarded the job. On August 14, 2017 Milcon alerted the City to a possible conflict with water mains within the project right of way. Further investigation showed that a 6 inch water main in Cleveland Avenue and a 1 inch water main in Second Street will have to be moved before Milcon can construct the portion of the storm sewer along Second Street. These water mains were in a different location than what was indicated on the maps and drawings provided to Kleingers Group. Milcon Concrete is able to move the water mains, but needs engineered drawings in order to do so. Kleingers Group will provide those drawings for no more than $3,600, within 36 hours of all parties signing the contract amendment. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $420,000.00 (Stormwater Funds) Expenditure $: $40,000 which includes the original contract amount, the amended scope of work, and a |
| OPTIONS (Include Deny/Approval Option) | SQLM:  
Source of Funds: | A PO has already been set up under the Stormwater Fund  
Narrative: |
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<tr>
<td>1.</td>
<td>Approve the Resolution to enter amend the agreement with Kleingers Group to produce engineered drawings for the water main relocation.</td>
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<td>2.</td>
<td>Deny the Resolution to enter amend the agreement with Kleingers Group to produce engineered drawings for the water main relocation.</td>
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**PROJECT TIMELINE**

Once all parties sign the amended agreement, Kleingers Group can complete the drawings within 3 business days. This schedule should not impede the overall schedule of the Shawnee project.

**STAFF RECOMMENDATION**

Approval of the Resolution to amend the agreement with Kleingers Group to produce engineered drawings for the water main relocation.

**REASON FOR SELECTING CONSULTANT/COMPANY**

Kleingers Group’s knowledge of project and ability to quickly produce the necessary drawings makes them the logical choice for this work.

**ATTACHMENTS**

Kleingers Group proposal
August 30, 2017

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

Re: Shawnee Neighborhood Storm Sewer Improvements – Phase 1  
Proposal for Amendment to Existing Agreement  
Design of Water Main Relocations

Dear Sky:

Following up on our recent telephone conversations and emails, this is our proposal for an amendment to our existing agreement, executed on February 16, 2016. We are submitting this proposal because the requested water main relocation design services were not included in that agreement’s scope.

The scope of services for this proposal includes:

- Design the proposed relocated 1” and 6” water mains to remove conflicts with the proposed 48” storm sewer. The location of the designed water mains will be shown on a revised version of sheet C140 of the original plan set. Materials for the water mains will be in accordance with City specifications.
- Prepare a list of associated estimated quantities.
- One site visit during design is included, if in our judgement it is required to provide the design services.
- Use the information provided by Strand for the existing location of the 1” and 6” water mains (copy attached).
- Incorporate the notes and plan reference provided by the City in the email from Sky Schelle (copy attached).
- Use the information on the existing 15" storm sewer provided by the City in the email from Justin Jamison (copy attached).

Schedule:

- Design will begin immediately after receiving written authorization to proceed from the City.
- Design and drawing will be prepared within 3 work days of authorization.

This proposal includes the following assumptions and understandings:

- Understanding About the Nature of Existing Utilities:
  - The location of all existing utilities can only be based on information and/or above-ground markings provided by others, and/or visible and accessible appurtenances that can be surveyed.
  - At times, some existing utility information conflicts with other utility information. In those cases, we must use reasonable judgements to sort out the conflicts to depict the utilities.
  - Existing utilities that are not visible cannot be shown to survey-level accuracy without exposing and surveying them.
- Surveying services are not included.
- Services during construction are not included. We assume that will be performed by Strand under their contract with the City.
- Services not specifically described in this scope of services are not included in this proposal.

Based upon the above-described scope of services, and the assumptions and understandings, our proposed lump sum fee would be $3,600.

The terms and conditions of the existing agreement also apply to this amendment.
Thank you for the opportunity to submit this proposal, and please feel free to contact me at your convenience if you have any questions or comments.

Sincerely,

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

AUTHORIZATION TO PROCEED

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

By: _______________________

Date: _______________________

---

INSPIRED PEOPLE ➔ CREATIVE DESIGN ➔ TRANSFORMING COMMUNITIES
Information from Strand
City personnel were on site to preform a subsurface utility excavation on existing 6-in water main at the intersection of Second Street and Cleveland Street. The crown of the 6-in water main, directly adjacent to the existing shutoff valve to the 1-in water service line was determined by Contractor to be at an approximate elevation of 847.11, relative to the topographic survey completed as part of design.

The 1-in water service line was located by City personnel to be mostly in the southern edge of pavement line before crossing to the center of the paved area. All residential service connections appear to be connected near the center of the paved area. The 1-in service line was then found to serve four homes near the bend in Second Street.

The Contractor preformed two subsurface utility excavations on existing gas service that cross Second Street. The results are relative to the topographic survey completed as part of design and are as follows;

- 101 Second Street gas service at southern edge of pavement of Second Street = 848.23
- 225 Cleveland Street gas service at southern edge of pavement of Second Street = 851.26

The attached sketch includes additional potholing and approximate configuration of the 1-in service line on Second Street.
Information from the City
Hi Mike,

Please take a look at these notes and let me know ASAP a proposed schedule for completing the drawings and quantities that Milcon will need in order to move the water line. Let me know additional information you may have. Thank you!

The PDF labeled 2017.08.23...is from Strand and shows elevations and the approximate location of the 2nd Street water line, as located by City Staff on 8.23.17. Strands notes will have to be transferred to the project’s plan sheets.

The PDF labeled SUNdergroun...has numbered notes we think you’ll need in order to complete the relocation drawing. I have redrawn some of Strands’ notes onto this sheet.

1. At the location of the current valve in intersection of Cleveland and 2nd Street, the existing 6” water line must be dropped underneath the proposed storm line. We need a minimum of 18” between the bottom of the storm and the water line. The new water line shall be swabbed with a disinfectant immediately prior to being placed in the ground.
2. Abandon the existing 1” water line between notes 1 and 2.
3. Water service line for 101 2nd Street must be dropped below the proposed new storm line. We need a minimum of 18” between the bottom of the storm and the water line.
4. The proposed new 1” water line runs approximately from note 4 to the ‘T’ shown at note 2. Based on the location of the proposed storm line from sheet 140, this proposed location for the 1” water line will avoid the proposed storm line. On Cleveland Street, the proposed 1” water line should begin at least 18” from where the existing 6” water line returns to its current elevation after dropping beneath the proposed storm. A valve shall be placed where the 1” ’Ts’ off the 6”.

All materials shall follow specifications set forth by the City Engineer and detailed at: https://piquaoh.org/city-departments/engineering/
All, Underground Utilities was able to inter the 48" storm at Cleveland and Second St. intersection this morning, we have verified the "stub" leaving the M.H. going west towards the levy is in fact blocked off about 3ft. west of the sanitary main running north and south. So it looks like the only conflict we have now is the location of the new 1" water tap. Will this be right under the storm "stub"? Will the stub need to be removed for the tap and service, and recapped off?

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