REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 18, 2018
6:00 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET - PIQUA, OHIO  45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

REGULAR CITY COMMISSION MEETING

CONSENT AGENDA

1. APPROVAL OF MINUTES
   Approval of minutes from the September 4, 2018 Regular City Commission Meeting

NEW BUSINESS

2. RES. NO. R-123-18
   A Resolution authorizing a purchase order to Kenworth of Richfield for the purchase of a dump truck for the Public Works Department

3. RES.NO. R-124-18
   A Resolution awarding a contract to Double Jay Construction for the Fort Piqua Plaza paver modification project

4. RES. NO. R-125-18
   A Resolution to award a contract to Kinnison Excavating Inc. for Wastewater Pump Stations Replacement and Elimination 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, September 4, 2018
6:00 P.M.

Piqua City Commission met at 6:00 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 Lee, Short, Martin and Vogt.

ANNOUNCEMENTS

No one came forward at this time to speak.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the Special Meeting/Executive Session on August 14, 2018, and the August 21, 2018 Regular City Commission Meeting.

RESOLUTION NO. R-118-18

A RESOLUTION OF APPRECIATION FOR THE PUBLIC SERVICE OF KEVIN S. GANGER AS A CITY EMPLOYEE

Mayor Hinds read the resolution of appreciation and presented it to Kevin Ganger and thanking him for his service to the citizens of Piqua.

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. 12-18 (2nd Reading)

AN ORDINANCE REPEALING SCHEDULE A OF CHAPTER 33 OF THE PIQUA CODE AND ADOPTING A NEW SCHEDULE A OF THE CHAPTER 33 OF THE PIQUA CODE, RELATING TO WAGES OF CERTAIN MUNICIPAL EMPLOYEES

Catherine Bogan, Human Resources Director provided the Staff Report.

Schedule A pertains to the salaries of full-time non-union employees. At this time the position of Assistant City Manager/Development has been removed from Schedule A. A new position of Community & Economic Development Director has been added, stated Ms. Bogan.

PUBLIC COMMENT

No one came forward to speak for or against Ordinance No. 12-18.


RESOLUTION NO. R-108-18 (Tabled 8-21-18)

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO REINKE FORD LINCOLN, INC. FOR THE PURCHASE OF A DUMP TRUCK FOR THE PUBLIC WORKS DEPARTMENT


Brian Brookhart, Interim Public Works Director stated the Public Works Department would like to purchase a 2019 Ford F350 Dump Truck for the Parks Department. The bid specifications included several options as well as a stainless steel dump body. This truck will be replacing the current 2001 F350 truck.

Mr. Brookhart stated the state bid price was $905 more, and it would be a 2018 truck. Whereas with Reineke Ford the city will be saving $905 dollars, and will be getting a 2019 truck, stated Mr. Brookhart.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-108-18.


RESOLUTION NO. R-109-18 (Tabled 8-21-18)

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO KALIDA TRUCK EQUIPMENT, INC. FOR THE PURCHASE OF A DUMP BODY FOR THE PUBLIC WORKS DEPARTMENT

Motion made by Commissioner Short, seconded by Commissioner Martin to remove Resolution No. R-109-18 from the table.

Brian Brookhart, Interim Public Works Director stated the Public Works Department would like to purchase a stainless steel dump body for the new 2019 Ford F350 from Kalida Truck Equipment. The state bid dump bed did not match the new F350 Dump Truck, thus the reason for going with the Kalida Bid, stated Mr. Brookhart.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-109-18.


NEW BUSINESS

RESOLUTION NO. R-119-18

A RESOLUTION AUTHORIZING A LEASE WITH CROWN EQUIPMENT CORPORATION FOR MCCULLOUGH PUBLIC SQUARE

City Manager Gary Huff provided the Staff Report.
William Moore McCulloch practiced law in Piqua at McCulloch, Felger, Fite & Gutmann Co, LPA. Mr. McCulloch served in the Ohio House of Representatives from 1933-1944 and the U.S. House of Representatives from 1947-1973. Mr. McCulloch was the driving force of the passage of the Civil Rights Act of 1964 and his importance has been recognized in Washington D.C., the State of Ohio and in Piqua. The public square has been renamed the William McCulloch Public Square and Crown Equipment Corporation would like to further recognize and commemorate Mr. McCulloch by erecting a statue of him in the public park and donate it to the City of Piqua.

Law Director Stacy Wall explained the reason for the contract with Crown Equipment at this time. After the statue is completed and set it will be donated to the City of Piqua.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-119-18.


RESOLUTION NO. R-120-18

A RESOLUTION APPROVING THE TAX RATES FOR THE CITY AS DETERMINED BY THE MIAMI COUNTY BUDGET COMMISSION

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

Each year a request comes to the City Commission for the approval of the certified tax rates which will be used to levy property tax on all general duplicates for 2018 to be collected in 2019. The certified rates require the approval of the Commission and need to be sent to Miami County before October 1, 2018, stated Ms. Holtzapple.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-120-18.


RESOLUTION NO. R-121-18

A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DLZ FOR CONSULTING SERVICES TO ASSIST THE CITY OF PIQUA IN DEVELOPING THE FIRST PHASE OF AN ADA SELF-EVALUATION AND TRANSITION PLAN

Amy Havenar, City Engineer provided the Staff Report.

Title II of the Americans with Disabilities Act (ADA) requires all public agencies to ensure that their services, programs and activities are accessible to persons with disabilities. Compliance includes conducting a self-evaluation of building facilities, right-of-way facilities and communications to identify any accessibility obstacles or issues that need to be addressed. This will be broken down into phases for budgeting purposes, stated Ms. Havenar.

City Manager Huff noted this is a requirement. A future mandate of the Federal Highway Administration will require all recipients of Federal Funds have an ADA Transition Plan in place to be eligible for Federal Funds, and the city needs to be working towards implementation of the ADA Transition Plan.
Commissioner Martin asked if this was something the city could do. City Manager Huff stated no, there are Federal Guidelines that have to be followed.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-121-18.


RESOLUTION NO. R-122-18

A RESOLUTION REQUESTING CONSENT TO AWARD A CONTRACT TO FIRST CHOICE EXCAVATION AND DEMOLITION LLC FOR THE FORMER MO’S LOUNGE PARTIAL DEMOLITION PROJECT

Chris Schmiesing, City Planner, provided the Staff Report.

The Riverfront District Development Strategy identifies three projects critical to the riverfront with more activity and people to begin the transformation of the area in the downtown. The projects include the expansion and redesign of Lock 9 Park; the redevelopment of the Zollinger’s building into market rate residential units; and the renovation and redevelopment of Mo’s Lounge and adjacent parcels. Authorization of the Former Mo’s Lounge Partial Demolition Project will complete the second phase of the work necessary to ready the structure located at 111 S. Main Street for the type of renovation and reuse opportunities for the Riverfront District Development Strategy. They will be removing the white vinyl section on the rear of the building, and bringing the whole building into a white box status, stated Mr. Schmiesing.

Mayor Hinds commented on the use of the bike path during the demolition. Mr. Schmiesing explained how to get around the area, further stating it would only be disrupted for about five days.

Commissioner Vogt mentioned the poison ivy that is growing all over the back of the building and asked if it will be removed. Mr. Schmiesing stated it will be taken out and they will spray and mow the area to keep the poison ivy out in the future.

PUBLIC COMMENT

No one came forward to speak for or against Resolution No. R-122-18.


PUBLIC COMMENT

Ruth Koon, Park Avenue, came forward and voiced her concern over the Commissioners not passing the resolution to replace the pavers in front of the Fort Piqua Plaza at the last Commission Meeting. Ms. Koon asked the Commissioners to reconsider their votes and bring the resolution back to the table for discussion and approval in the near future.

Mayor Hinds stated that the Commission could not vote on the Resolution at the September 4th meeting. Commissioner’s Lee and Vogt both stated they would like to continue the conversation in the future. Commissioner Lee further stated he asked for additional information on the project and would like to see it brought back up.

Mayor Hinds announced the 10th Anniversary gala is scheduled to take place at the Fort Piqua Plaza on November 16, 2018 with the full Dayton Philharmonic Orchestra to perform.
Mayor Hinds further stated this is a wonderful example of our community coming to the Commission meeting to voice their concerns.

CITY MANAGER’S REPORT

City Manager Huff stated there is a lot of work going on and a lot of progress is being made.

COMMISSIONERS COMMENTS

Commissioner Vogt stated he had to apologize to Ms. Koon as he has not been over the see the pavers, but will go over and look at the area. Commissioner Vogt further stated “I really take pride in that building”.

Commissioner Martin asked how long the paving will continue in the Shawnee area. City Engineer, Amy Havenar stated weather dependent they should be done by Friday.

Commissioner Short stated he drives around the city a lot in his job, and is amazed at all of the work that is being done and how fast it is being completed. Kudos to all who are working so hard to complete the projects.

Mayor Hinds further stated the workers are working in unbearable heat, and laying asphalt is a hot job even when it is cool.

ADJOURNMENT

Motion made by Commissioner Martin to adjourn from the Regular City Commission Meeting at 6:30 P.M. motion seconded by Commissioner Vogt. Motion carried unanimously.

KATHRYN B. HINDS, MAYOR

PASSED: _______________________

ATTEST: _______________________

REBECCA J. COOL
CLERK OF COMMISSION
RESOLUTION NO. R-123-18

A RESOLUTION AUTHORIZING A PURCHASE ORDER TO KENWORTH OF RICHFIELD FOR THE PURCHASE OF A DUMP TRUCK FOR THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, the City of Piqua provided for the purchase in the 2018 budget appropriations;

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

SEC. 1: A purchase order is hereby authorized to Kenworth of Richfield for the purchase of a dump truck according to the National Joint Purchasing Association (NJPA) contract #0181716-KTC;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time from the Street Fund (Fund 101) in the amount of $148,786.00 using the appropriate account of the city treasury in payment according to contract terms;

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

KATHRYN B. HINDS, MAYOR

PASSED: ____________________

ATTEST: ____________________
REBECCA J. COOL
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 Kris Lee
Commissioner John Martin        Commissioner Dave Short
Commissioner William Vogt
## Meeting Date
September 18, 2018

## Report Title
A Resolution Authorizing a Purchase Order to Kenworth of Richfield for the Purchase of a Dump Truck for the Public Works Department

## Submitted By
Name & Title: Brian Brookhart, Interim Public Works Director
Department: Public Works Department

## Agenda Classification
- [x] Consent
- [x] Resolution
- [ ] Ordinance
- [ ] Regular

## Approvals/Reviews
- [x] City Manager
- [x] Asst. City Manager/Finance
- [ ] Asst. City Manager/Development
- [ ] Law Director
- [x] Department Director
- [ ] Other

## Background
The Public Works Department would like to purchase a 2018 Kenworth T370 Dump Truck for the Street Department using the NJPA contract #081716-KTC. We tested several different truck makes and models. The Kenworth has the best turning radius which will be a huge benefit on the cul-de-sac streets we service during a snow storm. It will have a PACCAR PX-9 engine and we have found the service parts for this engine are readily available at reasonable prices. The State of Ohio recently bought this type of truck and has been very happy with them. Our price includes a 5 year 100,000 mile engine and after treatment warranty.

## Budgeting and Financial Impact
<table>
<thead>
<tr>
<th>Budgeted $:</th>
<th>$200,000.00</th>
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<tbody>
<tr>
<td>Expenditure $:</td>
<td>$148,786.00</td>
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<tr>
<td>Source of Funds:</td>
<td>101-103-880-8805</td>
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</tbody>
</table>

## Options
1. Approve Resolution R-123-18 as presented.
2. Approve Resolution R-123-18 with changes.
3. Deny Resolution R-123-18 and offer staff an alternative.

## Project Timeline
Our new dump truck would be delivered within 10 days of receipt of our order so we would anticipate having the dump truck before the end of October.

## Staff Recommendation
We support the passage of this Resolution. We are in desperate need of a new dump truck before the winter season is upon us. This money was initially budgeted for overhaul of two older dump trucks; however, we have assessed
those trucks and determined it’s not worth putting that much money into them as they are already over 13 years old. It will be a better use of this money to buy a new dump truck that will last a long time and have less maintenance cost associated with it.

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit “A” – NJPA contract price quote from Kenworth of Richfield</td>
</tr>
</tbody>
</table>
IN STOCK 2018 T370
NJPA Contract 0181716-KTC

We are pleased to quote you on your new 2018 T370 Stock Dump Package Plow Trucks

Please see attached specifications for your review and consideration.

The sale price for the Stock 2018 Kenworth T370 Dump Package Plow Trucks

Tub with Side Liquid $145,991.00 – Red

For 5 year 100,000 Mile Engine and Engine After Treatment Warranty ADD $2,795.00

Please call me on my cell with any questions

Thanks,
Ray Gindlesberger
Kenworth of Richfield
2890 Brecksville Rd.
Richfield, Ohio 44266
330-659-4123
330-523-6493 cell no.
Vehicle Summary

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<tr>
<th>Unit</th>
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<th>Chassis</th>
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<tr>
<td>Model: T370 SERIES</td>
<td></td>
<td>Fr Axle Load (lbs): 16000</td>
</tr>
<tr>
<td>Type: FULL TRUCK</td>
<td></td>
<td>Rr Axle Load (lbs): 23000</td>
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<tr>
<td>Description: RED</td>
<td></td>
<td>G.C.W. (lbs): 39000</td>
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<tr>
<td>Application</td>
<td></td>
<td>Road Conditions:</td>
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<tr>
<td>Intended Serv.: Snowplow. Vehicles which are configured for Other minerals</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>Commodity: Other minerals</td>
<td></td>
<td>Class A (Highway) 70</td>
</tr>
<tr>
<td>Body</td>
<td></td>
<td>Class B (Hwy/Mtn) 21</td>
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<tr>
<td>Type: End dump</td>
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<td>Class C (Off-Hwy) 09</td>
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<td>Length (ft): 10.0</td>
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<td>Class D (Off-Road) 00</td>
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<td>Height (ft): 12.0</td>
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<td>Maximum Grade: 6</td>
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<tr>
<td>Max Loaded Weight (lbs): 4000</td>
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<td>Fr Axle to BOG (in):</td>
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<tr>
<td></td>
<td></td>
<td>Cab to Axle (in): 85</td>
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<tr>
<td></td>
<td></td>
<td>Cab to EOF (in): 135</td>
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<tr>
<td>No. of Trailer Axles: 0</td>
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<td>Overall Comb. Length (in): 244</td>
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<td>Type:</td>
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<td>Special Req.</td>
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<td>Length (ft): 0.0</td>
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<td>U.S. Domestic Registry, 50-State</td>
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<td>Height (ft): 0.0</td>
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<tr>
<td>Kingpin Inset (in): 0</td>
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<tr>
<td>Corner Radius (in): 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Length (ft): 120</td>
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<td></td>
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<tr>
<td>Width (in): 102</td>
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<td></td>
</tr>
<tr>
<td>Height (ft): 13.5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved by: [Signature]  Date: [Date]

Note: All sales are F.O.B. designated plant of manufacture.

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22213-56C5-0260  Page 1 of 9
RESOLUTION NO. R-124-18

A RESOLUTION AWARDING A CONTRACT TO DOUBLE JAY CONSTRUCTION FOR THE FORT PIQUA PLAZA PAVER MODIFICATION PROJECT

WHEREAS, on January 2, 2018, this Commission passed Resolution No. R-2-18 authorizing the City Purchasing Analyst to advertise for bids, according to law, for various public improvement projects; and

WHEREAS, after proper advertisement, bids were opened for the Fort Piqua Plaza Paver Modification Project, resulting in the tabulation of bids as listed in Exhibit A attached hereto;

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

SEC. 1: A contract is hereby approved with Double Jay Construction as the lowest, responsible bidder for the Fort Piqua Plaza Paver Modification Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $26,290.

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

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________

REBECCA J. COOL
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 Dave Short ____________
Commissioner Kris Lee ____________
# Commission Agenda
## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>September 18, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Double Jay Construction for the Fort Piqua Plaza Paver Modification Project.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Amy Havenar, City Engineer  
Department: Engineering |
| AGENDA CLASSIFICATION | ☑ Consent  
☐ Ordinance  
☑ Resolution  
☐ Regular |
| APPROVALS/REVIEWS | ☑ City Manager  
☐ Asst. City Manager/Finance  
☐ Asst. City Manager/Development  
☐ Law Director  
☐ Department Director  
☐ Other: |
| BACKGROUND | At the request of 3 Commissioners, this item is being brought back before the City Commission.  
On July 3, 2018 two bids were received for this project. In general, the work will include removing the existing brick pavers, removing the up-lighting, adding new concrete sub base and reinstalling the existing brick pavers on the south side of the Plaza. An alternate bid was taken to complete the work on the east side of the Plaza; however, the alternate bid will not be awarded. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $1,350,000 in Fund 101-113-850-7430  
Expenditure $: $26,290.00 (includes 10% contingency)  
Source of Funds: 101-113-850-7430  
Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. |
| OPTIONS | 1. Approve the resolution and complete the Fort Piqua Plaza Paver Modification Project.  
2. Do not approve the resolution and do not complete the necessary work. |
| PROJECT TIMELINE | The work will begin as soon as possible, based on the contractor’s work load. |
| STAFF RECOMMENDATION | Approve the resolution to allow for the modifications to be done to the pavers at the Fort Piqua Plaza. |
| REASON FOR SELECTING CONSULTANT/COMPANY | Lowest bidder following the public bidding process. |
| ATTACHMENTS | Bid Tabulation (Exhibit A) |
EXHIBIT A

Paver Bid #1824
Opened 7/3/18 at 2:00 pm

<table>
<thead>
<tr>
<th></th>
<th>L.J. DeWease Co, Inc.</th>
<th>Double Jay Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tipp City, OH</td>
<td>Englewood, OH</td>
</tr>
<tr>
<td>High St. / South Side</td>
<td>$ 24,687.00</td>
<td>$ 23,900.00</td>
</tr>
<tr>
<td>Main St. / East Side (alternate)</td>
<td>$ 16,498.00</td>
<td>$ 15,200.00</td>
</tr>
</tbody>
</table>
BID

to the

City of Piqua, Ohio

Purchasing Department

Reply to I.F.B. 1824

No Later Than: 2:00 p.m. 7/3/18

Via fax to 937-778-1130, E-mail: byount@piquaoh.org or deliver to Bev Yount, Purchasing Analyst,
City of Piqua, 201 W. Water St. Piqua, OH 45356

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein.

To provide all the needed material, labor, and equipment necessary to complete the work as described in the attached scope of work.

There will be a non-mandatory, pre-bid meeting on June 25, 2018 at 2:00 p.m. Please meet at the Plaza entrance in front of the Library.

This project shall use regular wages and not prevailing wages.

Price for High St./South side paver modifications $__________

Price for Main St./East side paver modifications (Alternate Option) $__________

Note: Bidders are responsible for verification of measurements prior to submitting bid. This project may be scheduled this year depending on the available budget.

Contact Bob Graeser at 937-778-2044 or bgraeser@piquaoh.org with any questions prior to June 27, 2018 at 4:00 p.m.

The successful bidder must have and maintain current workers compensation insurance, comprehensive general liability and automobile insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of $1,000,000.00 per occurrence with the City of Piqua as an additional named insured.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.
All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____% 10th Proximo. Leave blank if your terms are Net 30 days.

Delivery will be made within ______ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Bidding Company: __________________________

Address: __________________________

City: ___________________ State: ________ Zip Code: ______________

By: __________________________

Name and Title (please print or type)

Signature: __________________________

Phone No.: ___________ /Fax No.: ___________

Fed. ID. No.: __________________________

E-Mail Address: __________________________

Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.

2. INVOICE: Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City’s purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.

3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.

4. FREIGHT: NO COLLECTION FREIGHT SHIPPMENTS WILL BE ACCEPTED. All quotations are solicited on a “delivered price” basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.

5. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers’ Compensation contributions for yourself or any of your employees.

6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.

7. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill you contractual obligations with respect to timeliness, quality and/or any other reason.

8. DEFAULT PROVISIONS: In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.

9. NO VERBAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua.

10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

11. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of
their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.

12. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.

13. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.

14. SAVE HARMLESS: You shall indemnify and hold the City of Piqua, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. INSURANCE: If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.

16. SPECIFICATIONS CONFIDENTIAL: Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Piqua shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Piqua or a party duly authorized by the City of Piqua). Upon the City of Piqua's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Piqua.

17. EXAMINATION OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.

18. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.

19. EQUAL EMPLOYMENT OPPORTUNITY:
(a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
(b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. AGREEMENT TO BE EXCLUSIVE: This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.

21. GOVERNING LAW: This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

22. ADDITIONAL RIGHTS: Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.

23. GOVERNING DOCUMENT: Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.

24. INDEPENDENT CONTRACTOR: The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

25. ASSIGNMENT: This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.
EXISTING PAVERS

NOTES:
1. CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO ORDERING.
2. PROVIDE 4"x4" IN FIELD PAVEMENT MOCKUPS FOR OWNERS APPROVAL PRIOR TO INSTALLATION.

PAVER: COLOR: MATCH EXISTING STYLE: 4" x 8" CLAY PATTERN: AS SHOWN ON PLAN

1" COMPACTED SAND SETTING COURSE
EDGE RESTRAINT, VARIES
8" COMPACTED AGGREGATE BASE
COMPACTED SUBGRADE

PAVER EDGE RESTRAINT PER MANUFACTURERS SPECS ON EDGES NOT RESTRAINED BY OTHER CONSTRUCTION.

4" X 8" PAVER. SEE LAYOUT FOR NUMBER OF PAVERS PER SOLDIER COURSE.

4" X 8" PAVER. PATTERN AS SHOWN.

BRICK PAVER
FORT PLAZA PAVER MODIFICATIONS
A-1

GENERAL NOTES:
- MAINTENANCE OF TRAFFIC IS TO INCLUDE • "BLOCK WAY PERMIT"
  PUBLIC WORK CAN BE BLOCKED AS WELL AS THE PARKING LANES AS THE PROJECT
  PROGRESSES, CONTRACTOR IS ASKED TO PROVIDE ACCESS TO ALL USERS OF THE BUILDING DURING PROJECT
- REMOVE ALL PAVERS WITHIN THE CLOUDED PAVER ZONE AND SAVE TO REINSTALL.
- REMOVE 4 3/4" AGGREGATE BASE.
- REMOVE ALL THE TREE GRAPHS. SANDBLAST CLEAN AND REPAINT WITH EPOXY BLACK PAINT AND REINSTALL.
- REMOVE ALL PAVER LIGHTS IN THE PAVERS. ALL ASSOCIATED
  MIRRORS TO REMAIN IN PLACE. CITY OF PIGEON HALL DISCONNECT
  POWER TO WIRE PRIOR TO THE START OF WORK.
- REINSTALL BRICK PAVERS ACCORDING TO DETAIL SPECIFICATIONS ON A-2
- CONTRACTOR TO PROTECT THE FINISHED WORK FROM DAMAGE THROUGH THE CONSTRUCTION
  PERIOD TERMINATING AT THE FINAL ACCURACY OF THE ENTIRE PROJECT.
- BRICK PAVING MATERIALS AS MANUFACTURED BY
  NAWTACKS-URBIG RENTED EDGE MACALIS DRY PRESSURE-BLACK PAVER, GLenn BAY
  KAY PREPRESSED CHAMFERED PAVER #3. NO SUBSTITUTION WILL BE PERMITTED.
- ONCE ALL PAVERS ARE INSTALLED AND HAVE GOOD ALUMINUM WITH JOINTS NOT EXCEEDING 1/8
  GAP STURGIN, SWEET A DRY MIXTURE OR ONE PART COLORED PORTLAND CEMENT TO MATCH THE COLOR
  OF PAVERS AND THREE PARTS SAND UNTIL JOINTS ARE COMPLETELY FILLED. POOL WITH WATER WATER
  PORTLAND CEMENT STAINS THAT REMAIN SHALL BE CLEARED. POLYMERIC SAND IS PERMITTED. FOLLOW
  MANUFACTURERS RECOMMENDATIONS FOR USE.
PLAZA PAVER MODIFICATIONS
A-2

EXPANSION JOINT TO BE PLACED BETWEEN CONCRETE UNDERLAYMENT AND ANY STRUCTURES

AREA TO BE INCLUDED IN ITEM SPEC., BRICK PAVING, WALK

#4 REBAR 6" LONG DOWELED 3" INTO CURB 6' ON CENTER

2" WEEP HOLE SPACED 10' C/C

BRICK TYPICAL SECTION AT CURB RAMPS

1. ITEM 608, 5' CONCRETE WALK, AS PER PLAN APPLY 2 COATS OF SUPER DIAMOND CLEAR CURING AND SEALING COMPOUND, OR APPROVED EQUIVALENT PER MANUFACTURER'S RECOMMENDATION ON ALL SURFACES INCLUDING BACK OF CURB IMMEDIATELY AFTER FINISHING SURFACES.

2. ITEM 411, 8' AGGREGATE BASE, (IN 2 EQUAL 4' LIFTS), SATURATED WITH WATER PRIOR TO COMPACTION

3. ITEM SPECIAL, BRICK PACING, WALK (2-1/4" BRICK), (REFER TO CITY FOR SPECIFICATIONS)

4. 3/4" ROLLED BITUMINOUS SETTING BED. (REFER TO CITY FOR SPECIFICATIONS)

5. ITEM 608, 4" CONCRETE UNDERLAYMENT, CURE & SEAL WITH ONE COAT OF DIAMOND CLEAR, OR ODOT APPROVED CURING COMPOUND.

6. ITEM 411, 5-3/4" AGGREGATE BASE SATURATE WITH WATER PRIOR TO COMPACTION

7. ITEM 204, SUBGRADE COMPACTION

8. ITEM 407, TACK COAT @ 0.10 GAL/S.Y. NEOPRENE MODIFIED ASPHALT.

9. NEOPRENE MODIFIED ASPHALT ADHESIVE.
ITEM 608, WALKWAY, Misc. City of Piqua, Brick Paver

This work shall consist of constructing a bituminous brick setting bed, placing the paver brick and sanding the joints with specified materials in reasonably close conformity with lines, grades, and dimensions shown on the plans or established by the engineer. Asphalt cement to be used in the bituminous setting bed shall conform to ASTM Designation D-3581. The viscosity grade A.C. or A.C. 20. The fine aggregate to be used in the bituminous setting bed shall be clean, hard sand with durable particles and "coarse" to "fine" and all passing the No. 4 sieve, and it shall meet the graduation requirements when tested in accordance with the standard method of test for sieve or screen analysis of fine and coarse aggregates ASTM Designation C-136--81. The dried fine aggregate shall be combined with hot asphalt cement, and the mix shall be heated to approximately 300 degrees F at an asphalt plant. The approximate proportion of materials shall be seven (7) percent asphalt cement and ninety-three (93) percent fine aggregate. Each ton shall be apportioned by weight in the approximate ratio of 145 lbs. asphalt to 1,855 lbs. sand. The contractor shall determine the exact proportions to produce the best possible mixture for construction of the bituminous setting bed to meet construction requirements.

Neoprene - Modified asphalt adhesive under brick pavers

Mastic (Asphalt Adhesive)
Solid Base 75±1%
Lbs./Gal. 8.5 lb.
Solvent Varsol (over 100 degree F Flash)
Base (20% Neoprene, 10% fibers, 68% asphalt)
Melting Point - ASRM D-36 200 DEGREES F MIN.
Penetration - 77 DEGREES 100 GRAM LOAD 5 SECOND (.1MM) 23--27
Ductility - ASTM D-113-44 @ 25 DEGREES C (5CM/PER MINUTE) 125 CM/MIN.

Bituminous setting bed to be placed by experienced subcontractor in this trade who has performed a minimum of five (5) other projects of similar size which include bituminous setting beds. The contractor placing the bituminous setting bed shall also place and install the actual brick pavers. Submit experience record of brick sub-contractor and list other projects of similar size, difficulty, and type. The concrete sub-slab surface shall be cleaned, free of dust, dirt, foreign material, plaster, sealer, curing compounds, and from oil prior to placement of bituminous setting bed. Brick installation contractor shall examine the areas to be covered and advise prime contractor and engineer of any existing conditions or surface contamination which shall require correction prior to placing bituminous setting bed. To install the setting bed over the base surface, place deep control bars directly over the base. The depth control bars must be set carefully to bring pavers, when laid, to proper grade. Thickness of the finished setting bed shall be no more than 1" or less than 3/4". The setting bed shall be compacted with a mechanical tamping device to a nominal depth of 3/4" while still hot. The thickness shall be adjusted so that when the asphalt block or brick pavers are placed, the top surfaces of the pavers will be at the required finished grade, be sure finished surfaces do not vary from true lines, levels, or grade by more than 1/16" in ten (10) feet when measuring with straight edges.

A coating of two (2) percent Neoprene-Modified asphalt adhesive shall be applied by squeezing or toweling over the top surface of the bituminous setting bed so as to provide a bond under the pavers. If it is troweled, the trowel shall be serrated with serration's not to exceed one-sixteenth (1/64) of an inch.
Bidders' List IFB #1824:

LJ DeWeese Company Inc.
3616 S. Tipp Cowlesville Rd
Tipp City, Ohio 45371

Double Jay Construction
25 Harrisburg Dr
Englewood, Ohio 45322

Brumbaugh Construction
3520 St Rt. 49
Arcanum, Ohio 45304
RESOLUTION NO. R-125-18

A RESOLUTION TO AWARD A CONTRACT TO KINNISON EXCAVATING INC. FOR WASTEWATER PUMP STATIONS REPLACEMENT AND ELIMINATION PROJECT

WHEREAS, the Wastewater Department budgeted to replace four pump stations and eliminate one pump station in the City;

WHEREAS, after proper advertisement, bids were opened on August 15th, 2018 resulting in Kinnison Excavating Inc. to be the lowest and best bid; and

WHEREAS, On July 1st, 2018, a grant/loan from Ohio Public Works Commission (OPWC) for said project was approved.

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

SEC. 1: The City Manager is hereby authorized to enter into a contract for services with Kinnison Excavating Inc. for the Wastewater Pump Stations replacement and elimination Project in accordance with the bid specifications in the amount of $2,192,526.00;

SEC. 2: The Finance Director certifies that funds are available or in the process of collection and is hereby authorized to draw her warrant from time to time on the appropriate account of the city treasury (Wastewater Fund 404) in payment according to contract terms and shall not exceed $2,192,526, which includes 10% contingency.

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

KATHRYN B. HINDS, MAYOR

PASSED: ____________________________

ATTEST: ____________________________
REBECCA J. COOL
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 Kris Lee  ____________
Commissioner Dave Short  ____________
<p>| <strong>Meeting Date</strong> | September 18, 2018 |
| <strong>Report Title</strong> | A Resolution to Award a Contract to Kinnison Excavating Inc. for Wastewater Pump Stations Replacement and Elimination Project |
| <strong>Submitted By</strong> | Name &amp; Title: Chris Melvin, Wastewater Plant Superintendent Department: Wastewater |
| <strong>Agenda Classification</strong> | ☒ Consent ☐ Ordinance ☒ Resolution ☐ Regular |
| <strong>Approvals/Reviews</strong> | ☒ City Manager ☐ Asst. City Manager/Finance ☐ Asst. City Manager/Development ☐ Law Director ☒ Department Director ☐ Other: |
| <strong>Background</strong> | Pump Station areas included in the project are as follows: install a gravity flow sewer eliminating the pump station at Miami Valley Centre Mall, replacing Maplewood, Orchard, Candlewood, and Stratford with new pump station construction. Other small electrical work (generator switch gears) will happen at Eagles Nest, Lakeridge Place and Echo Lake Drive. Crane Pumps have been specified on this project because of high quality materials, pumps being readily available and standardizing the stations throughout the City. After proper bid advertising, our bids were opened on 8/15/18 and Kinnison Excavating Inc. was the lone bidder at $1,993,205.00. A 10% contingency is included for the project, bringing the amount to $2,192,526.00. On July 1st, 2018 the City was approved for a grant and 0% interest loan from Ohio Public Works Commission (OPWC). |
| <strong>Budgeting and Financial Impact</strong> | Budgeted$: $667,000 Expenditure$: $2,192,526.00 (10% contingency included) Source of Funds: OPWC Grant for $550,000 OPWC 0% Loan for $1,000,000 Local City Funds (Wastewater Fund 404) $642,526 |</p>
<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>1. Approve the Resolution to enter into an agreement with Kinnison Excavating Inc. for the Wastewater pump stations replacement and elimination project.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Do not approve the Resolution and do not replace/eliminate the wastewater pump stations. Funding is only secure through 6/30/2020</td>
</tr>
<tr>
<td>PROJECT TIMELINE</td>
<td>The project will begin 10/1/2018 and last through most of 2019.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION</td>
<td>Approval of the Resolution to award the contract to Kinnison Excavating Inc. for the construction of (4) pump stations and elimination of (1) pump station.</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>City map showing pump stations, Bid tabulation</td>
</tr>
<tr>
<td>Business</td>
<td>Opened at</td>
</tr>
<tr>
<td>--------------------------</td>
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<tr>
<td>Kinnison Excavating Inc</td>
<td>2018-08-15 14:01:27 UTC</td>
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