

**REGULAR PIQUA CITY COMMISSION MEETING  
THURSDAY, MAY 4, 2023  
5:30 PM  
COMMISSION CHAMBER-2<sup>nd</sup> FLOOR  
201 WEST WATER STREET  
PIQUA, OHIO 45356**

**CALL TO ORDER**

**THE PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADJOURNMENT TO EXECUTIVE SESSION**

**ROLL CALL**

**EXECUTIVE SESSION**

To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel

**ADJOURNMENT FROM EXECUTIVE SESSION**

**REGULAR PIQUA CITY COMMISSION MEETING**

**CONSENT AGENDA**

1. **APPROVAL OF MINUTES**

Approval of the Minutes from the April 18, 2023 Regular Commission Meeting

**NEW BUSINESS**

2. **ORDINANCE NO. O-4-23 (EMERGENCY)**

An Emergency Ordinance to amend Ordinance No. O-18-22 for amendment of appropriations for the City of Piqua, Ohio, for the Year 2023

3. **RESOLUTION NO. R-63-23**

A resolution of appreciation for the public service of Thomas M. Steiner as a City employee

4. **RESOLUTION NO. R-64-23**

A resolution awarding a construction manager as constructor contract to ATCS, INC., for Lock 9 Park Improvements

5. **RESOLUTION NO. R-65-23**

A resolution to adopt a City facility honorary naming policy

6. **RESOLUTION NO. R-66-23**

A resolution authorizing a purchase order to Pavement Technology, Inc. for a portion of the 2023 Pavement Preservation Program

7. **RESOLUTION NO. R-67-23**

A resolution authorizing a purchase order to Strawser Construction Inc. for a portion of the 2023 Pavement Preservation Program

**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 COMMENTS**

**ADJOURNMENT**

**REGULAR PIQUA CITY COMMISSION MEETING MINUTES  
TUESDAY, APRIL 18, 2023**

**CALL TO ORDER**

Piqua City Commission met at 5:30 p.m. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street, Piqua, Ohio.

**ROLL CALL**

Mayor Pearson and Commissioners Hinds, Lee, Grissom, and Vetter were present.

**ADJOURNMENT TO EXECUTIVE SESSION** at 5:33 pm

**ROLL CALL**

Mayor Pearson and Commissioners Hinds, Lee, Grissom, and Vetter were present.

**EXECUTIVE SESSION**

To prepare for and review negotiations on compensation or other terms and conditions of employment for City personnel

**ADJOURNMENT FROM EXECUTIVE SESSION** at 6:27 pm

A motion was made by Commissioner Lee to adjourn from Executive Session and seconded by Commissioner Hinds. All were in favor and the motion was carried unanimously.

**REGULAR PIQUA CITY COMMISSION MEETING**

**CONSENT AGENDA**

**APPROVAL OF MINUTES**

Approval of the minutes from the April 4, 2023, Regular Commission Meeting

A motion was made by Commissioner Vetter to approve the Consent Agenda and Commissioner Lee seconded the motion. All were in favor and the motion was carried unanimously.

**OLD BUSINESS**

**ORDINANCE NO. O-2-23 (3<sup>rd</sup> Reading)**

An ordinance to repeal Title XV: Land Usage of the Code of Ordinances and adopt Title XV: Development Code, in association with the Code Piqua Project

Introduction: City Planner Kyrsten French reminded the Commission that if approved, the timeline for this ordinance would take effect in 30 days. Per the Commission's request, Miss French added an

amendment to the ordinance prohibiting rock quarries within the city limits. She said that mining was added in Chapter 3.14 as a prohibited use within the corporate limits of Piqua.

A motion was made by Commissioner Lee to adopt the amendment and Commissioner Hinds seconded the motion. All were in favor to adopt this amendment to Ordinance No. O-2-23.

Law Director Frank Patrizio wanted to verify that the penalty was included in the amendment as well, to which Miss French confirmed that it was included.

Public Comment: None

A motion was made by Commissioner Hinds to approve the amended ordinance and Commissioner Grissom seconded the motion. All were in favor and the motion was carried unanimously.

### **ORDINANCE NO. O-3-23 (3<sup>rd</sup> Reading)**

An ordinance to adopt revisions of Chapter 90: Animals to permit backyard chickens

Introduction: Kyrsten French said that she provided details at the previous City Commission meeting and that GIS mapping would be available soon for information on subdivisions.

Commissioners Comments: Commissioner Lee said that it is important that people have a say in their government. He said he is always listening to the citizens and heard comments on both sides of the issue.

Commissioner Grissom said that he appreciated both views, as he received numerous calls from citizens with a lot of feedback.

Commissioner Hinds commented that she received more calls on this particular issue than anything else in her 8 years of service on Commission.

Mayor Pearson reiterated that she received many calls on both sides of the issue as well.

Commissioner Vetter suggested other alternatives, such as a chicken cooperative for those interested in owning chickens or purchasing fresh eggs at a local farm nearby.

Public Comment: Gary Koenig at 5 Peregrine Place requested that the Commission vote no, as he predicts many neighborly problems such as clucking, odor, diseases, rats and other issues if backyard chickens are permitted.

Alysha Richardson of 630 Manier Avenue expressed her support for backyard chickens in the City, citing benefits such as fresh eggs, sustainability, pest control, and chickens being just like other pets.

A motion was made by Commissioner Lee to vote on the ordinance and Commissioner Grissom seconded this motion. Commissioner Lee voted yah; Commissioners Grissom, Hinds, Vetter, and Mayor Pearson voted nay. The ordinance was defeated.

### **NEW BUSINESS**

#### **RESOLUTION NO. R-59-23**

A resolution authorizing the City Manager to enter into a lease agreement with M&P Farms

Introduction: Amy Welker explained that she was approached by Michelle Perry and Patrick Kleman to use the garden space at Pitsenbarger Park as an incubator space to grow flowers for a potential new business. Miss Welker said the lease will be for \$10 for the first year. The owners of M&P Farms would like to explore both wholesale and retail options for this new floral business.

Commissioners Comments: Commissioner Hinds inquired if the City could adjust for an increase in utility cost next year if necessary, to which Miss Welker replied yes. Commissioner Hinds expressed her support of this endeavor.

Commissioner Lee commented that he likes the garden space being used, as opposed to lying dormant for the season.

Public Comment: None

A motion was made by Commissioner Hinds to approve the resolution and Commissioner Lee seconded the motion. All were in favor and the motion was carried unanimously.

### **RESOLUTION NO. R-60-23**

A resolution authorizing the City Manager to enter into a lease agreement with the Piqua Lady Braves Softball Organization

Introduction: Amy Welker explained that this agreement involves a youth softball select league. There has not been a formal agreement in the past, but there was a Memorandum of Understanding last year with this group. The Piqua Lady Braves desire a separate lease now for Upper Mote Park.

Commissioners Comments: Commissioner Vetter asked if the City would provide water, and Miss Welker replied that maintenance of the field for dragging may require a water tank at times. Commissioner Vetter also asked why the City buys the bases, to which Miss Welker said that the City provides certain items and also said that this field is open for public use as well at other times.

Commissioner Hinds asked if liability insurance was required for all sports leagues. Frank Patrizio responded that the City requires it for all sports leagues and that the amount will need to be increased at renewal in 3 years. Commissioner Hinds commented that all leagues need to prepare for that increase.

A motion was made by Mayor Pearson to approve the resolution and Commissioner Vetter seconded the motion. All were in favor and the motion carried unanimously.

### **RESOLUTION NO. R-61-23**

A resolution authorizing the lease of city-owned real estate

Introduction: Chris Schmiesing announced that local entrepreneur Tom Lillicrap would like to lease the property at 122 W. High Street as an incubator space for a new business venture. The lease would include a monthly rental fee of \$1,200 including utilities. Mr. Schmiesing said this will be a good fit for this area.

Prospective tenant Tom Lillicrap informed the Commission of his new business venture of rolled ice cream. He also plans to offer Italian Ice and edible cookie dough, with possibly adding sandwiches at a later date.

Commissioners Comments: Commissioner Hinds praised Mr. Lillicrap for loving Piqua and doing so much in the community.

Commissioner Lee noted his appreciation for the investment in the community and wants this space to be utilized.

Public Comment: None

A motion was made by Commissioner Lee to approve the resolution and Commissioner Hinds seconded the motion. All were in favor and the motion was carried unanimously.

### **RESOLUTION NO. R-62-23**

A resolution authorizing participation in the Ohio Department of Transportation (ODOT) Cooperative Purchasing Program

Introduction: Chris Schmiesing explained that this resolution relates to the Annual Pavement Preservation Plan and targets streets with a rating of high need. This plan will concentrate on geographical areas, meaning entire neighborhoods will reap the benefits of resurfacing, along with a variety of other applications, such as milling and asphalt placement. He said this will allow for leverage of the state's bid purchasing power, and his department is in the process now of putting the bid packet together for the next City Commission meeting.

Commissioners Comments: Commissioner Lee asked if locations for this year's plan were posted yet for the public to view. Mr. Schmiesing stated that the map has been created, so locations will be posted soon. Targeted areas include Candlewood, South Street to Manier, Gordon to McKinley, South Main Street, Hemm Road, Wood Street and Washington.

Commissioner Vetter was curious if this program would include other items as well, such as vehicle purchases. Mr. Schmiesing replied that this purchasing cooperative can be used for the next 2 years for any services made available via the state bid process.

Public Comment: None

A motion was made by Mayor Pearson to approve the resolution and Commissioner Lee seconded the motion. All were in favor and the motion was carried unanimously.

### **PUBLIC COMMENT**

Dave Humerickhouse of 1800 Amherst Avenue commended the Commission for voting down the ordinance to permit backyard chickens.

The owner of Crooked Handle Brewing Company Jeff Pedro thanked everyone for the welcome and support of his new restaurant. He said that he is counting on the Lock 9 Project to proceed, as he has a genuine passion for area businesses and wants to see the City succeed long-term.

Commissioners Comments: Commissioner Hinds reiterated her support of Lock 9 coming to fruition, as she has been a part of its discussion for the past 8 years.

## **CITY MANAGER'S REPORT**

Paul Oberdorfer provided a reminder that the deadline for tax filing is tonight at midnight. He encouraged citizens to utilize the RITA website for easy filing and for those who received a letter for the Amnesty program to contact the Finance Department. He also noted that the City has collected \$55,000 in Amnesty funds to date.

## **COMMISSIONERS COMMENTS**

Mayor Pearson recently attended the Riverway Summit in Sidney, along with City employees Aaron Morrison and Derrick Pearson and Mainstreet Piqua's Lorna Swisher. She enjoyed the architectural tours downtown and the interesting conversations around riverfront developments. She is excited that Piqua will be hosting next year's event.

Commissioner Vetter reminded everyone of the Clean Up Day happening on May 11<sup>th</sup> at Pitsenbarger Park and Mote Park. He thanked the Code Compliance Office regarding a recent report showing that a majority of 1,800 complaints had been resolved, including several demolitions of dilapidated properties. He mentioned that a new first-time homebuyer project is in the works that he is excited about as well.

Commissioner Lee said he was sorry that the chicken ordinance did not pass, as he feels that people are missing out on an opportunity to have chickens. He said that he respects the voice of the people and appreciates the democratic process. He reminded citizens to be vigilant of bike riders and to be neighborly.

Commissioner Hinds announced a special Bike Piqua event this Thursday at Crooked Handle Brewing Co. with live music. She also encouraged citizens to celebrate Earth Day this Saturday by going outdoors.

Commissioner Grissom said he respects both perspectives regarding the chicken debate and that most feedback he received was in opposition. He also wanted to clarify the process for a violation. Frank Patrizio briefly went over the process, which includes filing a complaint with the Code Compliance Office first, then filing a first-degree misdemeanor in court if necessary. Commissioner Grissom also announced that next week is National Laboratory Professionals Week.

## **ADJOURNMENT** at 7:30 p.m.

A motion was made by Commissioner Lee to adjourn, and Commissioner Vetter seconded the motion. All approved and the motion was carried unanimously.

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	May 4, 2023			
<b>REPORT TITLE</b>	An Emergency Ordinance to amend Ordinance No. O-18-22 to amend appropriations for the City of Piqua, Ohio, for the Year 2023			
<b>SUBMITTED BY</b>	Name & Title: Jennifer Kahle, Finance Director			
	Department: Finance			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager			
	<input checked="" type="checkbox"/> Law Director			
	<input checked="" type="checkbox"/> Department Director			
<b>BACKGROUND</b>	We are required to present and pass the amended 2023 Annual Budget due to financial changes for Lock 9 Park. We request waiving of the second and third readings and passage of the Appropriation tonight as an emergency and immediate effect to meet deadline requirements. This Amended appropriation will cover the expense for Phase II of Lock 9 park.			
<b>BUDGETING AND FINANCIAL IMPACT</b>	Appropriations \$:	See Exhibit See Exhibit		
	Source of Funds:	Various		
	<b>Narrative</b>			
<b>OPTIONS</b>	1.	Approve Ordinance No. O-4-23 accepting the Emergency Ordinance to amend Appropriations for the City of Piqua for the Year 2023.		
	2.	Approve Ordinance No. O-4-23 accepting the Emergency/Immediate Effect Ordinance to make Appropriations for the City of Piqua for the Year 2023 with changes being made to the amounts requested.		
<b>PROJECT TIMELINE</b>	May 4, 2023			
<b>STAFF RECOMMENDATION</b>	We are requesting approval of Ordinance No. O-4-23 accepting the Emergency Ordinance to amend Appropriations for the City of Piqua for the Year 2023.			
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	N/A			
<b>ATTACHMENTS</b>				

**ORDINANCE NO. O-4-23**  
**AN EMERGENCY AMEDED ORDINANCE TO MAKE APPROPRIATIONS FOR THE**  
**CITY OF PIQUA, OHIO FOR THE YEAR 2023**

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

**SEC. 1:** That there be appropriated from the GENERAL FUND (001)

<u>ACCOUNT</u>	<u>2023 BUDGET</u>	<u>2023 SUPPLEMENT</u>	<u>2023 REVISED BUDGET</u>
<u>City Building</u>			
Operation and Maintenance	\$212,577		\$212,577
Capital Outlay (including labor)	\$90,460		\$90,460
Allocated Expenses	(\$26,378)		(\$26,378)
<b>TOTAL</b>	<b>\$276,659</b>		<b>\$276,659</b>
<u>City Commission</u>			
Personal Services/Administrative Support	\$37,086		\$37,086
Operation and Maintenance	\$98,299		\$98,299
<b>TOTAL</b>	<b>\$135,385</b>		<b>\$135,385</b>
<u>City Manager</u>			
Personal Services/Administrative Support	\$286,796		\$286,796
Operation and Maintenance	\$32,605		\$32,605
Allocated Expenses	(\$233,706)		(\$233,706)
<b>TOTAL</b>	<b>\$85,695</b>		<b>\$85,695</b>
<u>Civil Service</u>			
Operation and Maintenance	\$51,471		\$51,471
<b>TOTAL</b>	<b>\$51,471</b>		<b>\$51,471</b>
<u>Engineering</u>			
Personal Services/Administrative Support	\$403,477		\$403,477
Operation and Maintenance	\$69,588		\$69,588
Allocated Expenses	(\$384,933)		(\$384,933)
<b>TOTAL</b>	<b>\$88,132</b>		<b>\$88,132</b>
<u>Finance</u>			
Personal Services/Administrative Support	\$679,601		\$679,601
Operation and Maintenance	\$50,404		\$50,404
Allocated Expenses	(\$505,018)		(\$505,018)
<b>TOTAL</b>	<b>\$224,987</b>		<b>\$224,987</b>
<u>Law</u>			
Personal Services/Administrative Support	\$10,391		\$10,391
Operation and Maintenance	\$140,434		\$140,434
Allocated Expenses	(\$89,810)		(\$89,810)
<b>TOTAL</b>	<b>\$61,015</b>		<b>\$61,015</b>
<u>Income Tax</u>			
Personal Services/Administrative Support	\$91,582		\$91,582
Operation and Maintenance	\$575,959		\$575,959
<b>TOTAL</b>	<b>\$667,541</b>		<b>\$667,541</b>
<u>Planning &amp; Zoning</u>			
Personal Services/Administrative Support	\$471,497		\$471,497
Operation and Maintenance	\$155,436		\$155,436
<b>TOTAL</b>	<b>\$626,933</b>		<b>\$626,933</b>
<u>General Government</u>			
Operation and Maintenance	\$789,370		\$789,370
Capital Outlay (including labor)	\$300,000	\$0	\$0
<b>TOTAL</b>	<b>\$1,089,370</b>		<b>\$789,370</b>
<u>Human Resources</u>			
Personal Services/Administrative Support	\$367,722		\$367,722
Operation and Maintenance	\$46,005		\$46,005
Allocated Expenses	(\$359,001)		(\$359,001)
<b>TOTAL</b>	<b>\$54,726</b>		<b>\$54,726</b>
<u>Public Relations</u>			

Personal Services/Administrative Support	\$110,786	\$110,786
Operation and Maintenance	\$19,129	\$19,129
Allocated Expenses	(\$76,832)	(\$76,832)
	<hr/>	<hr/>
<b>TOTAL</b>	\$53,083	\$53,083

Purchasing

Personal Services/Administrative Support	\$244,312		\$244,312
Operation and Maintenance	\$19,604		\$19,604
Allocated Expenses	(\$252,249)		(\$252,249)
<b>TOTAL</b>	<b>\$11,667</b>		<b>\$11,667</b>

Transfers

Transfer to Parks Fund 105	\$800,000	\$750,000	\$1,550,000
Transfer to Safety Fund 106	\$3,550,000		\$3,550,000
Transfer to Forest Hill Mausoleum Fund 110	\$28,000		\$28,000
Transfer to Small Business Grant Fund 127	\$325,000		\$325,000
Transfer to Economic Development Revolving Loan Fund 144	\$500,000		\$500,000
Transfer to Golf 409	\$400,000		\$400,000
Transfer to Fort Piqua Plaza 410	\$250,000		\$250,000
<b>TOTAL</b>	<b>\$5,853,000</b>	<b>\$750,000</b>	<b>\$6,603,000</b>

**TOTAL GENERAL FUND** \$9,279,664 \$750,000 \$10,029,664

**SEC. 6:** That there be appropriated from the PARK AND RECREATION FUND (105)

Personal Services/Administrative Support	\$712,501		\$712,501
Operation and Maintenance	\$680,368		\$680,368
Capital Outlay (including labor)	\$2,197,731	\$227,200	\$2,424,931
<b>TOTAL</b>	<b>\$3,590,600</b>	<b>\$227,200</b>	<b>\$3,817,800</b>

**SEC. 51:** That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2023. Future commitments representing encumbrances of fund balance or future receipts will be appropriated in the future year when those services or goods are rendered to the city.

**SEC. 52:** 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 repaid 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 the item.

**SEC. 53:** 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 2023 when passed and legally contracted for in conformity by law.

**SEC. 54:** 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, 2023; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

**SEC. 55:** That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

**SEC. 56:** That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIANA TAMPLIN  
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

- Mayor Cindy Pearson \_\_\_\_\_
- Commissioner Kathryn B. Hinds \_\_\_\_\_
- Commissioner Kris Lee \_\_\_\_\_
- Commissioner Chris Grissom \_\_\_\_\_
- Commissioner Jim Vetter \_\_\_\_\_

**ORDINANCE NO. O-4-23**  
**AN EMERGENCY AMEDED ORDINANCE TO MAKE APPROPRIATIONS FOR THE**  
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**SEC. 55:** That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

**SEC. 56:** That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
CLERK OF COMMISSION

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_

seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Meyor Cindy Pearson \_\_\_\_\_  
Commissioner Kathryn B. Hinds \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_

**RESOLUTION NO. R-63-23**

**A RESOLUTION OF APPRECIATION FOR THE  
PUBLIC SERVICE OF THOMAS M STEINER  
AS A CITY EMPLOYEE**

WHEREAS, Thomas M. Steiner has retired as a Deputy Chief in the Police Department with the City of Piqua; and

WHEREAS, his retirement follows 30 years of faithful and dedicated service to the City and its citizens;

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

SEC. 1: In recognition and appreciation of the public service of Thomas M. Steiner as an employee of the City of Piqua, this Commission tenders its unanimous and respectful tribute by this Resolution, which shall be a matter of public and permanent record.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIANA TAMPLIN  
CLERK OF COMMISSION

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

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

<b>MEETING DATE</b>	May 4, 2023		
<b>REPORT TITLE</b>	A RESOLUTION AWARDING A CONSTRUCTION MANAGER AS CONSTRUCTOR CONTRACT TO ATCS, INC. FOR LOCK 9 PARK IMPROVEMENTS PHASE II		
<b>SUBMITTED BY</b>	Chris Schmiesing, Community and Economic Development Director		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		
<b>BACKGROUND</b> (Description, background, justification)	The Lock 9 Park Improvement project will transform the downtown riverfront park area into a signature gathering space that connects residents and visitors to the trail system and downtown businesses. The park space improvements are designed to encourage the revitalization of adjacent private sector buildings and stimulate new investment in downtown Piqua and the throughout community.		
<b>BUDGET/FINANCIAL IMPACT</b> (Project costs and funding sources)	Budgeted \$:	\$2,067,731	
	Expenditure \$:	\$2,679,697 total contract plus 10% contingency	
	Source of Funds:	RTP \$\$81,631; CDBG-CV \$649,100; UVMC Donation \$270,000; State Capital Funds 1 & 2 \$200,815 (\$133,375 Parks and \$67,440 Stormwater); Lundgard Fund \$15,000 Parks; MCD: \$40,000 – Stormwater Revenue; LWCF \$202,628 (\$159,540 Parks and \$43,088 Stormwater Street Income Tax \$178,100; Electric \$13,050; Storm \$ \$43,087; \$986,286	
	Narrative:	<p>The need for the Lock 9 Park Improvements project was first noted in the 2007 Comprehensive Plan update. Subsequent planning initiatives including the Downtown Riverfront Revitalization Strategy and the Piqua Placemaking Initiative identified the importance of the park project as it relates to encouraging new investment and enhancing quality of life in the community.</p> <p>The initial phase of the park project, which included relocating and updating utility lines, was completed in 2019. Construction of Phase II of the park improvements</p>	

		<p>was slated to occur in 2020 and was later delayed due to the pandemic. Phase II of the park improvements were once again budgeted in 2022 and due to a difficult bidding environment, the project was unable to advance. At that point the bid package was reorganized as a Construction Manager format and rebid. This resulted in ATCS providing a proposal that has now been identified as the preferred bid. The item being presented for authorization at this time is the Phase II scope of work, which includes the Main Street trail connector and the levee and community lawn areas. A third and final phase of work that would include the installation of the pavilion, the restoration of the Lock wall area, and installation of the water feature and the portion of the park that extends out to Water and Main Street, will be presented for City Commission consideration later in 2023.</p>
<p><b>OPTIONS</b> (Include deny /approval option)</p>	<p>1. 2.</p>	<p>Pass the Resolution to authorize the contract for Phase II</p> <p>Deny the Resolution to reject the contract.</p>
<p><b>PROJECT TIMELINE</b></p>	<p>Phase II Construction: June 2023 – November 2023</p> <p>Phase III Construction: October 2023 – May 2024</p>	
<p><b>STAFF RECOMMENDATION</b></p>	<p>Approve the proposed resolution.</p>	
<p><b>ATTACHMENTS</b></p>	<p>Agreement</p>	

**RESOLUTION NO. R-64-23**

**A RESOLUTION AWARDING A CONSTRUCTION  
MANAGER AS CONSTRUCTOR CONTRACT TO  
ATCS, INC. FOR LOCK 9 PARK IMPROVEMENTS  
PHASE II**

WHEREAS, City Commission has appropriated funding for the Lock 9 Park Improvements project in the 2023 City of Piqua budget; and

WHEREAS, after soliciting Construction Manager proposals for the project, in accordance with applicable Local, State and Federal requirements, ATCS, Inc. was identified as having submitted the lowest, responsive proposal; and

WHEREAS, after evaluating the project needs and the proposal received, it was determined that a Construction Manager as Constructor contract form is the best option for completing 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 hereby authorized to execute a Construction Manager as Constructor Contract with ATCS, Inc. for the construction of the Lock 9 Park Improvements Project.

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 \$2,679,697.

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

\_\_\_\_\_  
CINDY PEASON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIANA TAMPLIN  
CLERK OF COMMISSION

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

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_

# AIA<sup>®</sup> Document A134<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price**

**AGREEMENT** made as of the May day of Third in the year Two Thousand Twenty Three  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

City of Piqua  
201 W. Water Street  
Piqua, Ohio 45356

and the Construction Manager:  
*(Name, legal status, address, and other information)*

American Trademark Construction Services, Inc. (ATCS, Inc.)  
200 Lau Parkway  
Englewood, Ohio 45315

for the following Project:  
*(Name, location, and detailed description)*

City of Piqua Lock 9 Park – Phase II  
125 E. Water Street  
Piqua, Ohio 45356

The Architect:  
*(Name, legal status, address, and other information)*

Choice One Engineering  
440 E. Hoewisher Road  
Sidney, Ohio 45365

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(910323252)

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- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
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- 15 SCOPE OF THE AGREEMENT

**INSURANCE AND BONDS** Reference EXHIBIT G - ATCS Certificate of Insurance  
EXHIBIT H - Performance Bond

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Reference EXHIBIT A - Lock 9 Park Addendum 1 Project Funding Areas

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Lock 9 Park is located at 125 E. Water Street, Piqua, Ohio. The property is located Northwest of the Great Miami River and along the recently developed bike path.

§ 1.1.3 The Owner's budget for the Contract Sum, as defined in Section 2.4:

*(Provide total and, if known, a line item breakdown.)*

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Price Component of Best Value Selection	\$418,515.40
Cost of Work	\$2,017,572.25
Contract Sum	\$2,436,087.65

Reference EXHIBIT B - Lock 9 Park Addendum 1CMR Proposal Form ATCS 4.27.23 and Lock 9 Budget 4.27.23

**§ 1.1.4** The Owner’s anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

Reference EXHIBIT C - Lock 9 Park Schedule 3.29.22

**.2** Construction commencement date:

Reference EXHIBIT C - Lock 9 Park Schedule 3.29.22

**.3** Substantial Completion date or dates, if not established in this Agreement under Section 3.3.1.3:

June 14, 2024

**.4** Other milestone dates:

Reference EXHIBIT C - Lock 9 Park Schedule 3.29.22

**§ 1.1.5** The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

Reference EXHIBIT A - Lock 9 Park Addendum 1Project Funding Areas

**§ 1.1.6** The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

Unknown at time of execution.

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234™–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234™–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

Reference the Lock 9 Park Addendum 1Environmental Report

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

Chris Schmiesing, OCED  
Community and Economic Development Director  
City of Piqua  
201 W. Water Street  
Piqua, Ohio 45356  
Phone: 937-778-2049, cschmiesing@piquaoh.gov

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§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:

*(List name, address and other contact information.)*

Matt Hoying Email: [mjh@choiceoneengineering.com](mailto:mjh@choiceoneengineering.com)  
Jake Coordonier Email: [jac@choiceoneengineering.com](mailto:jac@choiceoneengineering.com)  
Choice One Engineering  
440 E. Hoewisher Road  
Sidney, Ohio 45365  
Phone: 937-497-0200

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

CTL Engineering  
102 Commerce Drive  
Wapakoneta, Ohio 45895  
419-738-1447

.2 Civil Engineer:

Choice One Engineering  
440 E. Hoewisher Road  
Sidney, Ohio 45365

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

§ 1.1.11 The Architect’s representative:

*(List name, address, and other contact information.)*

Choice One Engineering  
440 E. Hoewisher Road  
Sidney, Ohio 45365

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

*(List name, address, and other contact information.)*

Andrew Huelskamp  
President/COO  
American Trademark Construction Services, Inc.  
200 Lau Parkway  
Englewood, Ohio 45315  
Phone: 937-673-0764 Email: [andrew@atcs-inc.com](mailto:andrew@atcs-inc.com)

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

Staffing plan will remain the same as outlined in ATCS, Inc’s SOP, pg 3 & 4. Reference EXHIBIT D – Staffing Plan

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§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

The City of Piqua prefers to use local subcontractors and suppliers to would offer the highest quality at a reasonable cost.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Contract Sum and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 3.2.2 and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

### § 2.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 7.1.1 plus the Construction Manager's Fee as defined in Section 6.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201-2017. The Contract Time shall be measured from the date of commencement of the Work. Changes in the Work shall be governed by Article 7 of A201-2017.

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### **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### **§ 3.1 Preconstruction Phase**

##### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

##### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

##### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

##### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 The Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 3.2. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 The Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### **§ 3.1.11 Subcontractors and Suppliers**

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### **§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### **§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

### **§ 3.1.14 Other Preconstruction Phase Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.

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*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

Reference EXHIBIT E – Lock 9 Piqua OH Phasing Plan ATCS

### **§ 3.2 Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Control Estimate for the Owner's and Architect's review, and the Owner's approval. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

**§ 3.2.2** The Control Estimate shall include:

- .1 the documents enumerated in Article 15, including all Modifications thereto;
- .2 a list of the assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 3.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, and the Construction Manager's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequence and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements;
- .5 a date of Substantial Completion, if not established in accordance with Section 3.3.1.3; and
- .6 contingencies for further development of design and construction, as required by Section 3.2.4.

**§ 3.2.3** The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is approved by the Owner, the Owner shall acknowledge its approval in writing. The Owner's approval of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

**§ 3.2.4** To the extent that the Contract Documents are anticipated to require further development, the Control Estimate shall include the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

**§ 3.2.5** The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

**§ 3.2.6** Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, unless the Owner provides prior written authorization for such costs.

**§ 3.2.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

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§ 3.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or, prior to acceptance of the Control Estimate, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to approval of the Control Estimate.

**§ 3.3.1.3 Substantial Completion**

§ 3.3.1.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: June 14, 2024

By the date to be established in the Control Estimate and approved by the Owner.

§ 3.3.1.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Based on the Project Funding Areas – Reference EXHIBIT A - Lock 9 Park Addendum 1 Project Funding Areas	

§ 3.3.1.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 3.3.1.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.7.

**§ 3.3.2 Administration**

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

**§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

**§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1 Information and Services Required of the Owner**

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the Owner's approval of the Control Estimate, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations

under the Contract. After the Owner approves the Control Estimate, the Construction Manager may request such information as set forth in A201-2017, Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## **§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## **§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Reimbursable cost items are outlined in EXHIBIT B - Lock 9 Park Addendum 1CMR Proposal Form ATCS 4.27.23 and Lock 9 Budget 4.27.23.

These items will be invoices on a monthly basis as costs are incurred throughout the billing period.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly billing rates are outlined in EXHIBIT B - Lock 9 Park Addendum 1CMR Proposal Form ATCS 4.27.23 and Lock 9 Budget 4.27.23

**Individual or Position**

**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within one ( 1 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

### § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty (40 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % /month

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after approval of the Control Estimate. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

3.25% of Cost of Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

3.25% of Cost of Changes

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§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

3.25% of Cost of Work

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Five percent ( 5 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Reference EXHIBIT B - Lock 9 Park Addendum 1CMR Proposal Form ATCS 4.27.23 and Lock 9 Budget 4.27.23		

§ 6.1.7 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

N/A

§ 6.1.8 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

## § 6.2 Changes in the Work

§ 6.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.2.2 Increased costs for the items set forth in Sections 7.1 through 7.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 6.1.3.

§ 6.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work in comparison with the Control Estimate or the date of Substantial Completion, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

§ 6.2.4 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.2.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

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**ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

**§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

**§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

Reference EXHIBIT B - Lock 9 Park Addendum 1CMR Proposal Form ATCS 4.27.23 and Lock 9 Budget 4.27.23

Reference EXHIBIT F - Lock 9 Workforce Allocation Schedule

**§ 7.2.3** Wages or salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials,

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supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not to Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 through 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 through 7.7; and
- .8 Costs for services incurred during the Preconstruction Phase.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

##### **§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the cost control information required in Section 3.2.5, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 11.1.6 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.6.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Article 7;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Construction Manager's Fee computed upon the Cost of the Work described in the preceding Section 11.1.6.1.1 at the rate stated in Section 6.1.2; or if the Construction Manager's Fee is stated as a fixed sum in Section 6.1.2, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 11.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.7.

#### § 11.1.7 Retainage

§ 11.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

§ 11.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Pre-Construction and General Conditions

init.

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User Notes:

(910323252)

§ 11.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

N/A

§ 11.1.7.3 Except as may be set forth in this Section 11.1.7.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

Retainage Paid after 11.2 of this Agreement is complete

§ 11.1.8 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA

Init.

Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs described in Sections 7.1 through 7.7 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

1.5 % /month

**ARTICLE 12 DISPUTE RESOLUTION**

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Jake Coordonier Email: jac@choiceoneengineering.com  
Choice One Engineering  
440 E. Hoewisher Road  
Sidney, Ohio 45365  
Phone: 937-497-0200

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Init.

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Owner's Approval of the Control Estimate**

**§ 13.1.1** Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** In the event of termination of this Agreement pursuant to Section 13.1.1 after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.4** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.4.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### **§ 13.2 Termination or Suspension Following the Owner's Approval of the Control Estimate**

#### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

#### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the Owner shall then only pay the Construction Manager an amount calculated as follows:

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User Notes:

(910323252)

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontract and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontract or purchase orders.

**§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Total of work completed, stored material purchased and all other costs incurred, plus 3.25% Fee

**§ 13.2.4 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. In such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.2.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00 ) for each occurrence and Two Million (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

Init.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000.00 ) each accident, One Million (\$ 1,000,000.00 ) each employee, and One Million (\$ 1,000,000.00 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than N/A (\$ N/A ) per claim and N/A (\$ N/A ) in the aggregate.

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

**Coverage**

**Limits**

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After the Owner approves the Control Estimate, the Owner and Construction Manager shall purchase and maintain insurance as set forth in AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A134™-2019 , and elsewhere in the Contract Documents. Reference EXHIBIT H – ATCS Performance Bond

**§ 14.4 Notice**

Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Delivering a notice in electronic format must include name, title, and email address of the recipient and a read receipt for the transmission must be generated.

§ 14.5 Other provisions:

**ARTICLE 15 SCOPE OF THE AGREEMENT**

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A134™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A134™–2019, Insurance and Bonds  
EXHIBIT G – ATCS Certificate of Insurance  
EXHIBIT H – ATCS Performance Bond
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

N/A

- .5 Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

N/A

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Reference EXHIBIT I	Contract Addenda Choice One	04/12/2023	2

- .6 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above.

**OWNER** *(Signature)*

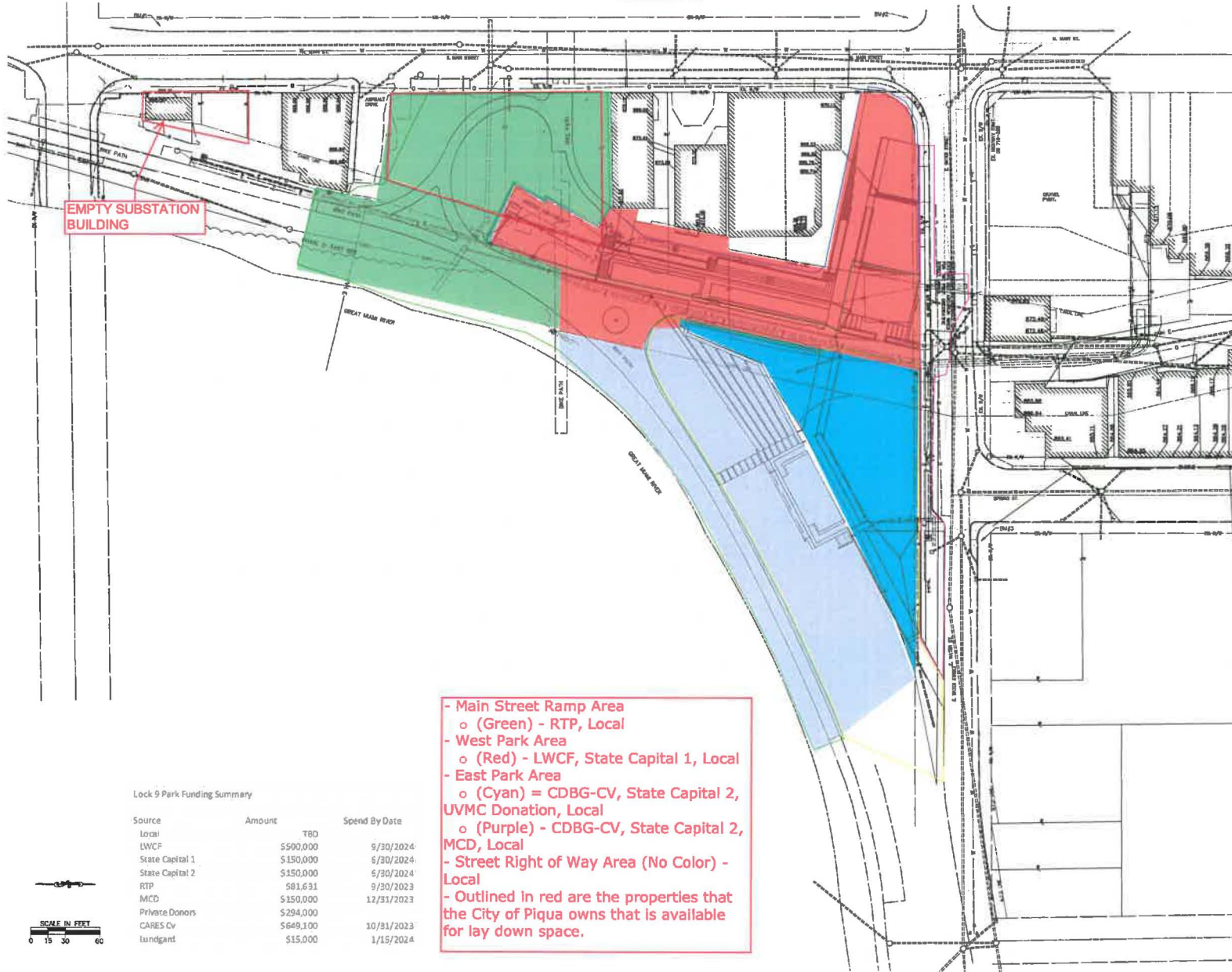
Chris Schmiesing  
Community and Economic Development Director  
*(Printed name and title)*

**CONSTRUCTION MANAGER** *(Signature)*

Andrew Huelskamp President/COO  
*(Printed name and title)*

Init.

EXHIBIT A

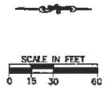


EMPTY SUBSTATION BUILDING

- Main Street RMP Area
  - o (Green) - RTP, Local
- West Park Area
  - o (Red) - LWCF, State Capital 1, Local
- East Park Area
  - o (Cyan) = CDBG-CV, State Capital 2, UVMC Donation, Local
  - o (Purple) - CDBG-CV, State Capital 2, MCD, Local
- Street Right of Way Area (No Color) - Local
- Outlined in red are the properties that the City of Piqua owns that is available for lay down space.

Lock 9 Park Funding Summary

Source	Amount	Spend By Date
Local	TBD	
LWCF	\$500,000	9/30/2024
State Capital 1	\$150,000	6/30/2024
State Capital 2	\$150,000	6/30/2024
RTP	\$81,631	9/30/2023
MCD	\$150,000	12/31/2023
Private Donors	\$294,000	
CARES Cv	\$649,100	10/31/2023
Lundgard	\$15,000	1/15/2024



**PROJECT**  
**LOCK 9 PARK**  
 135 E. Water Street  
 Piqua, Ohio 45356

**CLIENT**  
 City of Piqua  
 201 W. Water Street  
 Piqua, Ohio 45356  
 937-778-0240

**ARCHITECT**  
**Gamble Associates**  
 675 Massachusetts Ave., Suite 502  
 Cambridge, MA 02138  
 www.gambleassociates.com  
 617-492-8112

**CONSULTANTS**

**LANDSCAPE ARCHITECT**  
 Boulder Design Collaborative  
 415 W. Market St. #202, Louisville, KY 40202  
 www.boulder-design.com  
 502-788-7788

**STRUCTURAL ENGINEER**  
 TSE Associates, Inc.  
 69 Pleasant St., Box 800, Waterbury, MA 02472  
 www.tseassociates.com  
 417-409-8000

**CIVIL ENGINEER**  
 Choice One Engineering  
 440 E. Hoenesford Rd. Bidway, OH 43025  
 www.choiceoneengineering.com  
 687-467-0200

**LIGHTING CONSULTANT**  
 Available Light  
 10 Dady Square #3, Salem, MA 01970  
 www.avallight.com  
 978-744-8800 x123

**WATER FEATURE CONSULTANT**  
 Commercial Aquatic Engineering  
 #500 Casson Drive, Eden Prairie, MN 55349  
 www.commercialaquatic.com  
 952-445-5185

**BRIDGE AND WAYFINDING CONSULTANT**  
 Onloop Design  
 21 Buxby Road, Framingham, MA 01701  
 www.onloopdesign.com  
 508-739-9140

**REGULATION CONSULTING / DESIGN**  
 WCD Design  
 285438 Broadway Ave  
 Oakwood Village, OH 44146  
 www.wcdesign.com  
 414-409-9021

**COST ESTIMATOR**  
 Robert Pass & Associates, Inc.  
 600 E. Market St. #202, Louisville, KY 40202  
 502-689-7922

**TITLE CONTRACT BREAK DOWN PLAN**

**PROJECT NO.** MA-PQ-1617  
**DRAWN BY** NJS  
**CHECKED BY** MSH  
**SCALE**  
**DATE** 05/18/22  
**FIRST ISSUED**  
**REV. 1**  
**REV. 2**  
**DRAWING NO.** C-001 **REV.**



Outlined in yellow are properties owned by the City of Piqua available to be used as a lay down area. This includes areas not shown on the previous page.





**EXHIBIT B**

	3.00%	2,017,572.25	\$60,527.17	3.00%	2,424,928.00	\$72,747.84	3.00%	4,442,500.25	\$133,275.01						
d. <i>CM's Fee (% of the Cost of Work + Contingency for at Risk Services)</i> <i>Including all Home Office Overhead and Profit</i>	<b>CM Fee %</b>	x	<b>CoW + 2c</b>	=	<b>Subtotal (2d)</b>	<b>CM Fee %</b>	x	<b>CoW + 2c</b>	=	<b>Subtotal (2d)</b>	<b>CM Fee %</b>	x	<b>CoW + 2c</b>	=	<b>Subtotal (2d)</b>
	3.25%		2,078,099.42		\$67,538.23	3.25%		2,497,875.84		\$81,174.46	3.25%		4,575,775.26		\$148,712.70
<b>Total Proposed Construction Stage CM Compensation</b> <i>Excluding Subcontracts, Self-Performed Work, Contingency</i>	<b>Subtotal (2b)</b>	+	<b>Fees (2d)</b>	=	<b>Subtotal (2)</b>	<b>Subtotal (2b)</b>	+	<b>Fees (2d)</b>	=	<b>Subtotal (2)</b>	<b>Subtotal (2b)</b>	+	<b>Fees (2d)</b>	=	<b>Subtotal (2)</b>
	215,500.00		128,065.40		\$343,565.40	190,200.00		153,922.30		\$344,122.30	405,700.00		281,987.70		\$687,687.70

<b>Total Price Proposal</b>															
	<b>PHASE II CONTRACT</b>				<b>PHASE III CONTRACT</b>				<b>PROJECT TOTAL</b>						
	<i>Preconstruction</i>	+	<i>Construction</i>	=	<b>Total Price</b>	<i>Preconstruction</i>	+	<i>Construction</i>	=	<b>Total Price</b>	<i>Preconstruction</i>	+	<i>Construction</i>	=	<b>Total Price</b>
<b>Price component of Best Value Selection</b>	74,950.00		343,565.40		\$418,515.40	0.00		344,122.30		\$344,122.30	74,950.00		687,687.70		\$762,637.70

EXHIBIT B (Cont)

Lock 9 Budget 4.27.23

AREA	SUBAREA	ITE NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL	Total Adjusted for Inflation		Grant Area	Department	Park		Street		Storm		Water		Electric	
								Phase II	Phase III			Phase II	Phase III	Phase II	Phase III	Phase II	Phase III	Phase II	Phase III		
<b>GMR TRAIL</b>																					
GMR Trail	GMR Trail	202	REMOVED, AS PER PLAN	LUMP	1	\$20,000.00	\$20,000.00	Phase II	\$30,000.00	\$0.00	LWCF	Park									
GMR Trail	GMR Trail	202	CONCRETE PAVEMENT REMOVAL	SY	1404	\$20.00	\$28,080.00	Phase II	\$43,120.00	\$0.00	LWCF	Park	\$30,000.00								
GMR Trail	GMR Trail	205	EXCAVATION AND EMBANKMENT, AS PER PLAN	CY	3500	\$12.00	\$42,000.00	Phase II	\$63,000.00	\$0.00	LWCF	Park	\$63,000.00								
GMR Trail	GMR Trail	204	SUBGRADE COMPACTION	SY	2055	\$5.00	\$10,275.00	Phase II	\$15,412.50	\$0.00	LWCF	Park	\$15,412.50								
GMR Trail	GMR Trail	304	AGGREGATE BASE	CY	339	\$100.00	\$33,900.00	Phase II	\$50,850.00	\$0.00	LWCF	Park	\$50,850.00								
GMR Trail	GMR Trail	441	1-1/2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1	CY	77	\$350.00	\$26,950.00	Phase III	\$0.00	\$40,425.00	LWCF	Park		\$40,425							
GMR Trail	GMR Trail	441	2-1/2" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 2	CY	128	\$225.00	\$28,800.00	Phase III	\$0.00	\$43,700.00	LWCF	Park		\$43,700							
GMR Trail	Water St Plaza	608	CONCRETE STEP	FT.	96	\$45.00	\$4,320.00	Phase III	\$0.00	\$6,480.00	LWCF	Park		\$6,480							
GMR Trail	Water St Plaza	608	3" CONCRETE WALK	SF	675	\$12.00	\$8,100.00	Phase III	\$0.00	\$12,150.00	LWCF	Park		\$12,150							
GMR Trail	Canal	608	1" STAMPEO CONCRETE	SY	42	\$300.00	\$12,600.00	Phase III	\$0.00	\$18,900.00	LWCF	Park		\$18,900							
GMR Trail	Water St Plaza	608	KNEE WALL	FT.	50	\$150.00	\$7,500.00	Phase III	\$0.00	\$11,250.00	LWCF	Park		\$11,250							
GMR Trail	Water St Plaza	611	12" STORM PIPE	LF	89	\$65.00	\$5,785.00	Phase II	\$8,677.50	\$0.00	LWCF	Storm					\$1,678				
GMR Trail	Water St Plaza	611	YARD DRAIN	EACH	1	\$2,000.00	\$2,000.00	Phase II	\$3,000.00	\$0.00	LWCF	Storm					\$3,000				
GMR Trail	Water St Plaza	614	MAINTAINING TRAFFIC	LUMP	1	\$5,000.00	\$5,000.00	Phase III	\$0.00	\$7,500.00	LWCF	Park		\$7,500							
GMR Trail	GMR Trail	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$3,000.00	\$3,000.00	Phase III	\$0.00	\$5,250.00	LWCF	Park		\$5,250							
GMR Trail	GMR Trail	624	MOBILIZATION	LUMP	1	\$25,000.00	\$25,000.00	Phase III	\$0.00	\$37,500.00	LWCF	Park		\$37,500							
GMR Trail	Water St Plaza	625	SMALL LIGHT FIXTURES	EACH	5	\$1,000.00	\$5,000.00	Phase III	\$0.00	\$7,500.00	LWCF	Park		\$7,500							
GMR Trail	Water St Plaza	625	TALL LIGHT FIXTURES	EACH	6	\$3,000.00	\$18,000.00	Phase III	\$0.00	\$28,500.00	LWCF	Park		\$28,500							
GMR Trail	Water St Plaza	625	1" CONDUIT	FT.	1000	\$15.00	\$15,000.00	Phase III	\$0.00	\$22,500.00	LWCF	Park		\$22,500							
GMR Trail	Water St Plaza	625	2" CONDUIT	FT.	50	\$20.00	\$1,000.00	Phase III	\$0.00	\$1,500.00	LWCF	Park		\$1,500							
GMR Trail	Water St Plaza	625	ELECTRICAL	LUMP	1	\$20,000.00	\$20,000.00	Phase III	\$0.00	\$30,000.00	LWCF	Electric									\$75,000
GMR Trail	GMR Trm	630	TOTEM SIGN (ALLOWANCE)	EACH	1	\$20,000.00	\$20,000.00	Phase III	\$0.00	\$30,000.00	LWCF	Park		\$30,000							
GMR Trail	Water St Plaza	630	LOCK 9 SIGN	EACH	1	\$10,000.00	\$10,000.00	Phase III	\$0.00	\$15,000.00	LWCF	Park		\$15,000							
GMR Trail	Water St Plaza	638	1" WATER LINE	FT.	360	\$45.00	\$16,200.00	Phase III	\$0.00	\$25,500.00	LWCF	Water					\$25,500				
GMR Trail	GMR Trail	639	SEEDING	SY	2700	\$5.00	\$13,500.00	Phase III	\$0.00	\$20,250.00	LWCF	Park		\$20,250							
GMR Trail	GMR Trail	659	TURF REINFORCEMENT	SY	2700	\$5.00	\$13,500.00	Phase III	\$0.00	\$20,250.00	LWCF	Park		\$20,250							
GMR Trail	GMR Trail	659	6" TOPSOIL	CY	323	\$35.00	\$11,305.00	Phase III	\$0.00	\$19,687.50	LWCF	Park		\$19,688							
GMR Trail	GMR Trail	SP6C	SEATING WALL AROUND TOTEM SIGN (ALLOWANCE)	CY	50	\$250.00	\$12,500.00	Phase III	\$0.00	\$18,750.00	LWCF	Park		\$18,750							
GMR Trail	SP6C	LANDSCAPING	LUMP	1	\$15,000.00	\$15,000.00	Phase III	\$0.00	\$22,500.00	LWCF	Park		\$22,500								
GMR Trail	Overlook	SP6C	RAILING	LUMP	81	\$0.00	\$0.00	Phase III	\$0.00	\$12,150.00	LWCF	Park		\$12,150							
GMR Trail	Canal	SP6C	LOCK WALL TREATMENT	LUMP	1	\$45,000.00	\$45,000.00	Phase III	\$0.00	\$125,000.00	LWCF	Park		\$125,000							
<b>SUBTOTAL</b>							\$468,735.00		\$712,810.00	\$627,654.50	LWCF										
<b>GMR TRAIL EAST</b>																					
GMR Trail-East	Gathering Lawn	202	REMOVED, AS PER PLAN	LUMP	1	\$15,000.00	\$15,000.00	Phase II	\$22,500.00	\$0.00	CV	Park		\$22,500.00							
GMR Trail-East	River Seating	205	EXCAVATION AND EMBANKMENT, AS PER PLAN	CY	8154	\$12.00	\$97,848.00	Phase II	\$146,772.00	\$0.00	CV	Park		\$146,772.00							
GMR Trail-East	River Seating	204	SUBGRADE COMPACTION	SY	933	\$5.00	\$4,665.00	Phase II	\$6,997.50	\$0.00	CV	Park		\$6,997.50							
GMR Trail-East	River Seating	304	AGGREGATE BASE	CY	78	\$100.00	\$7,800.00	Phase II	\$11,700.00	\$0.00	CV	Park		\$11,700.00							
GMR Trail-East	Pavilion	608	PAVILION CONCRETE PAD	SY	234	\$250.00	\$58,500.00	Phase II	\$87,750.00	\$0.00	CV	Park		\$87,750.00							
GMR Trail-East	Pavilion	608	PAVILION FOUNDATION	SY	300	\$250.00	\$75,000.00	Phase II	\$112,500.00	\$0.00	CV	Park		\$112,500.00							
GMR Trail-East	Pavilion	608	8" HEAVY DUTY CONCRETE	SY	150	\$300.00	\$45,000.00	Phase II	\$67,500.00	\$0.00	CV	Park		\$67,500.00							
GMR Trail-East	River Seating	608	CONCRETE SEATING	FT	495	\$375.00	\$183,750.00	Phase II	\$275,625.00	\$0.00	CV	Park		\$275,625.00							
GMR Trail-East	River Seating	608	CONCRETE STAIRS	FT	1000	\$45.00	\$45,000.00	Phase II	\$67,500.00	\$0.00	CV	Park		\$67,500.00							
GMR Trail-East	Pavilion	608	RETAINING WALL	SF	450	\$200.00	\$90,000.00	Phase II	\$135,000.00	\$0.00	CV	Park		\$135,000.00							
GMR Trail-East	Gathering Lawn	608	KNEE WALL	FT	128	\$150.00	\$19,200.00	Phase II	\$28,800.00	\$0.00	CV	Park		\$28,800.00							
GMR Trail-East	Gathering Lawn	611	12" STORM PIPE	LF	103	\$45.00	\$4,635.00	Phase II	\$6,952.50	\$0.00	SC	Storm					\$6,953				
GMR Trail-East	River Seating	610	6" STORM PIPE	FT	271	\$50.00	\$13,550.00	Phase II	\$20,325.00	\$0.00	SC	Storm					\$20,325				
GMR Trail-East	Gathering Lawn	611	12" STORM PIPE	LF	203	\$65.00	\$13,195.00	Phase II	\$19,792.50	\$0.00	SC	Storm					\$19,793				
GMR Trail-East	Gathering Lawn	611	YARD DRAIN	EACH	2	\$2,000.00	\$4,000.00	Phase II	\$6,000.00	\$0.00	SC	Storm					\$6,000				
GMR Trail-East	River Seating	611	STORM LINE (CLEAN OUT)	EACH	2	\$700.00	\$1,400.00	Phase II	\$2,100.00	\$0.00	SC	Storm					\$2,100				
GMR Trail-East	East Grove	614	MAINTAINING TRAFFIC	LUMP	1	\$5,000.00	\$5,000.00	Phase II	\$0.00	\$7,500.00	SC	Park		\$7,500.00							
GMR Trail-East	Pavilion	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$5,000.00	\$5,000.00	Phase II	\$0.00	\$7,500.00	SC	Park		\$7,500.00							
GMR Trail-East	Pavilion	624	MOBILIZATION	LUMP	1	\$45,000.00	\$45,000.00	Phase II	\$0.00	\$67,500.00	SC	Park		\$67,500.00							
GMR Trail-East	Pavilion	625	SMALL LIGHT FIXTURES	EACH	120	\$200.00	\$24,000.00	Phase II	\$0.00	\$36,000.00	SC	Park		\$36,000.00							
GMR Trail-East	Pavilion	625	1" CONDUIT	FT	850	\$15.00	\$12,750.00	Phase III	\$0.00	\$19,125.00	SC	Park		\$19,125.00							
GMR Trail-East	Pavilion	625	2" CONDUIT	FT	300	\$20.00	\$6,000.00	Phase II	\$0.00	\$9,000.00	SC	Park		\$9,000.00							
GMR Trail-East	Pavilion	625	ELECTRICAL	EACH	1	\$35,000.00	\$35,000.00	Phase II	\$52,500.00	\$0.00	SC	Park		\$52,500.00							
GMR Trail-East	Pavilion	626	ELECTRICAL	LUMP	1	\$20,000.00	\$20,000.00	Phase III	\$0.00	\$30,000.00	SC	Park		\$30,000.00							
GMR Trail-East	Gathering Lawn	659	SEEDING	SY	2700	\$5.00	\$13,500.00	Phase II	\$20,250.00	\$0.00	CV	Park		\$20,250.00							
GMR Trail-East	Gathering Lawn	659	TURF REINFORCEMENT	SY	2900	\$5.00	\$14,500.00	Phase II	\$21,750.00	\$0.00	CV	Park		\$21,750.00							
GMR Trail-East	Gathering Lawn	659	6" TOPSOIL	CY	323	\$35.00	\$11,305.00	Phase II	\$16,957.50	\$0.00	CV	Park		\$16,957.50							
GMR Trail-East	River Seating	630	SEATING	EACH	2	\$20,000.00	\$40,000.00	Phase III	\$0.00	\$60,000.00	SC	Park		\$60,000.00							
GMR Trail-East	Gathering Lawn	SP6C	FLOOD BARRIERS	EACH	2	\$10,000.00	\$20,000.00	Phase II	\$40,000.00	\$0.00	MCD	Storm		\$40,000.00							
GMR Trail-East	Pavilion	SP6C	RAILING	FT	146	\$35.00	\$5,110.00	Phase II	\$0.00	\$7,665.00	SC	Park		\$7,665.00							
GMR Trail-East	Gathering Lawn	SP6C	FIXTURES & FURNISHINGS	LUMP	1	\$5,000.00	\$5,000.00	Phase II	\$0.00	\$7,500.00	SC	Park		\$7,500.00							
GMR Trail-East	Overlook	SP6C	LANDSCAPING	LUMP	1	\$20,000.00	\$20,000.00	Phase III	\$0.00	\$30,000.00	CV										

EXHIBIT B (Cont)

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GMR Trail-West	Main St Plaza	202	REMOVED AS PER PLAN	LUMP	1	\$30,000.00	\$30,000.00	Phase II	\$45,000.00	\$0.00	LWCF	Park	\$45,000.00						
GMR Trail-West	Upper Terrace	203	EXCAVATION AND EMBANKMENT, AS PER PLAN	CY	2400	\$12.00	128,800.00	Phase II	\$43,200.00	\$0.00	LWCF	Park	\$43,200.00						
GMR Trail-West	Main St Plaza	204	SUBGRADE COMPACTION	SY	1886	\$3.00	19,430.00	Phase II	\$14,415.00	\$0.00	LWCF	Park	\$14,145.00						
GMR Trail-West	Main St Plaza	204	4" STABILIZED CRUSHED AGGREGATE	CY	23	\$45.00	\$1,035.00	Phase II	\$1,512.50	\$0.00	LWCF	Park	\$1,152.50						
GMR Trail-West	Main St Plaza	204	AGGREGATE BASE	CY	93	\$109.00	\$10,137.00	Phase II	\$13,920.00	\$0.00	LWCF	Park	\$13,920.00						
GMR Trail-West	Upper Terrace	605	5" CONCRETE SIDEWALK	SP	1886	\$12.00	\$17,632.00	Phase III	\$0.00	\$33,948.00	LWCF	Park		\$33,948.00					
GMR Trail-West	Lower Terrace	605	8" STAMPED CONCRETE	SY	84	\$325.00	\$27,300.00	Phase III	\$0.00	\$41,848.00	LWCF	Park		\$41,848.00					
GMR Trail-West	Main St Plaza	605	8" HEAVY DUTY CONCRETE	SY	75	\$250.00	\$18,750.00	Phase III	\$0.00	\$28,125.00	LWCF	Park		\$28,125.00					
GMR Trail-West	Main St Plaza	605	CONCRETE STEPS	FT	1100	\$45.00	\$49,500.00	Phase III	\$0.00	\$74,250.00	LWCF	Park		\$74,250.00					
GMR Trail-West	West Grove	605	KNEE WALL	FT	114	\$150.00	\$17,100.00	Phase III	\$0.00	\$25,650.00	LWCF	Park		\$25,650.00					
GMR Trail-West	Lower Terrace	605	RETAINING WALL	SP	405	\$200.00	\$81,000.00	Phase III	\$0.00	\$121,000.00	LWCF	Park		\$121,000.00					
GMR Trail-West	West Grove	611	12" STORM PIPE	FT	81	\$55.00	\$4,455.00	Phase II	\$7,897.50	\$0.00	LWCF	Storm			\$7,897.50				
GMR Trail-West	Upper Terrace	611	FRONT DRAIN	FT	202	\$200.00	\$40,400.00	Phase II	\$60,600.00	\$0.00	LWCF	Storm			\$60,600.00				
GMR Trail-West	West Grove	611	FRONT DRAIN	FT	202	\$200.00	\$40,400.00	Phase II	\$60,600.00	\$0.00	LWCF	Storm			\$60,600.00				
GMR Trail-West	Main St Plaza	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$3,100.00	\$3,100.00	Phase III	\$0.00	\$5,250.00	LWCF	Park		\$5,250.00					
GMR Trail-West	Main St Plaza	624	MOBILIZATION	LUMP	1	\$25,000.00	\$25,000.00	Phase III	\$0.00	\$37,000.00	LWCF	Park		\$37,000.00					
GMR Trail-West	West Grove	625	SMALL LIGHT FIXTURES	EACH	87	\$200.00	\$17,400.00	Phase III	\$0.00	\$26,100.00	LWCF	Park		\$26,100.00					
GMR Trail-West	West Grove	625	TALL LIGHT FIXTURES	EACH	6	\$500.00	\$3,000.00	Phase III	\$0.00	\$15,000.00	LWCF	Park		\$15,000.00					
GMR Trail-West	West Grove	625	1" CONDUIT	FT	300	\$15.00	\$4,500.00	Phase III	\$0.00	\$6,750.00	LWCF	Park		\$6,750.00					
GMR Trail-West	West Grove	625	2" CONDUIT	FT	300	\$20.00	\$6,000.00	Phase III	\$0.00	\$9,000.00	LWCF	Park		\$9,000.00					
GMR Trail-West	West Grove	625	3" CONDUIT	FT	300	\$35.00	\$10,500.00	Phase III	\$0.00	\$15,750.00	LWCF	Park		\$15,750.00					
GMR Trail-West	West Grove		ELECTRICAL	LUMP				Phase III	\$0.00	\$25,000.00	LWCF	Park		\$25,000.00					
GMR Trail-West	Upper Terrace	659	PLANTING AREA (ABOVE TERRACED SEATING)	SP	211	\$5.00	\$1,055.00	Phase III	\$0.00	\$1,582.50	LWCF	Park		\$1,582.50					
GMR Trail-West	Upper Terrace	SPEC	DISPOSAL OF LEAD IN SOIL (ALLOWANCE)	CY	1000	\$15.00	\$15,000.00	Phase III	\$0.00	\$22,100.00	LWCF	Park		\$22,100.00					
GMR Trail-West	Lower Terrace	SPEC	SIGNAGE	LUMP	1			Phase III	\$0.00	\$50,000.00	LWCF	Park		\$50,000.00					
GMR Trail-West	Lower Terrace	SPEC	LANDING	FT	144			Phase III	\$0.00	\$21,600.00	LWCF	Park		\$21,600.00					
GMR Trail-West	Upper Terrace	SPEC	LANDING	FT	272	\$30.00	\$8,160.00	Phase III	\$0.00	\$40,000.00	LWCF	Park		\$40,000.00					
GMR Trail-West	Upper Terrace	SPEC	SPLASH PAD	SP	2505	\$90.00	\$225,450.00	Phase III	\$0.00	\$200,000.00	LWCF	Park		\$200,000.00					
GMR Trail-West	Upper Terrace	SPEC	SPLASH PAD STORAGE TANK AND CONTROLS	LUMP	1	\$50,000.00	\$50,000.00	Phase III	\$0.00	\$25,000.00	LWCF	Park		\$25,000.00					
GMR Trail-West	Lower Terrace	SPEC	WATER FEATURE MECHANICAL VAULT	LUMP	1	\$125,000.00	\$125,000.00	Phase III	\$0.00	\$25,000.00	LWCF	Park		\$25,000.00					
GMR Trail-West	West Grove	SPEC	LANDSCAPING	LUMP	1	\$20,000.00	\$20,000.00	Phase III	\$0.00	\$30,000.00	LWCF	Park		\$30,000.00					
GMR Trail-West	West Grove	SPEC	FIXTURES & FURNISHINGS	LUMP				Phase III	\$0.00	\$25,000.00	LWCF	Park		\$25,000.00					
			<b>SUBTOTAL</b>				<b>\$859,877.00</b>		<b>\$192,348.00</b>	<b>\$977,155.50</b>									
			<b>PUBLIC ROW</b>																
Public RW	Public RW	202	REMOVED AS PER PLAN	LUMP	1	\$20,000.00	\$20,000.00	Phase II	\$30,000.00	\$0.00		Street		\$30,000.00					
Public RW	Public RW	204	SUBGRADE COMPACTION	SY	251	\$3.50	\$878.50	Phase II	\$1,117.25	\$0.00		Street		\$1,117.25					
Public RW	Public RW	204	AGGREGATE BASE	CY	28	\$100.00	\$2,800.00	Phase II	\$4,200.00	\$0.00		Street		\$4,200.00					
Public RW	Public RW	441	1" ASPHALT SETTING BED	CY	7	\$350.00	\$2,450.00	Phase II	\$3,675.00	\$0.00		Street		\$3,675.00					
Public RW	Public RW	608	BRICK PAVERS	SP	2260	\$10.00	\$22,600.00	Phase II	\$33,900.00	\$0.00		Street		\$33,900.00					
Public RW	Public RW	608	5" CONCRETE UNDERLAYMENT	SY	105	\$175.00	\$18,375.00	Phase II	\$27,562.50	\$0.00		Street		\$27,562.50					
Public RW	Public RW	608	TYPE 6 BARRIER CURB	FT	190	\$20.00	\$3,800.00	Phase II	\$5,700.00	\$0.00		Street		\$5,700.00					
Public RW	Public RW	608	ADA CURB RAMP	SP	289	\$20.00	\$5,780.00	Phase II	\$8,670.00	\$0.00		Street		\$8,670.00					
Public RW	Public RW	608	LIGHT POLE FOUNDATIONS	EACH	3	\$900.00	\$2,700.00	Phase II	\$4,050.00	\$0.00		Electric		\$4,050.00					
Public RW	Public RW	609	LIGHT POLES	LUMP				Phase III	\$0.00	\$10,000.00	LWCF	Electric		\$10,000.00					
Public RW	Public RW	610	ELECTRICAL	LUMP				Phase III	\$0.00	\$15,000.00	LWCF	Electric		\$15,000.00					
Public RW	Public RW	614	MAINTAINING TRAFFIC	LUMP	1	\$5,000.00	\$5,000.00	Phase II	\$7,500.00	\$0.00		Street		\$7,500.00					
Public RW	Public RW	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$3,100.00	\$3,100.00	Phase III	\$5,250.00	\$0.00		Street		\$5,250.00					
Public RW	Public RW	624	MOBILIZATION	LUMP	1	\$25,000.00	\$25,000.00	Phase III	\$37,000.00	\$0.00		Street		\$37,000.00					
Public RW	Public RW	625	2" CONDUIT	FT	300	\$20.00	\$6,000.00	Phase II	\$9,000.00	\$0.00		Electric		\$9,000.00					
Public RW	Public RW	644	CROSSWALK LINES	FT	210	\$15.00	\$3,150.00	Phase II	\$4,725.00	\$0.00		Street		\$4,725.00					
			<b>SUBTOTAL</b>				<b>\$127,419.50</b>		<b>\$191,158.25</b>	<b>\$25,000.00</b>									
			<b>TOTAL PROJECT</b>				<b>\$2,466,633.50</b>		<b>\$1,892,572.25</b>	<b>\$1,809,108.00</b>									
GMR Trail-West	West Grove	SPEC	ALTERNATE 1W: INCREASE SIZE OF TREES IN WEST GROVE	LUMP	1	\$22,100.00	\$22,100.00	Phase III	\$0.00	\$10,000.00	LWCF	Park		\$10,000.00					
			ALTERNATE 1W TOTAL				\$22,100.00		\$0.00	\$10,000.00				\$10,000.00					
GMR Trail-West	West Grove	SPEC	ALTERNATE 2W: REMOVE SPLASH PAD	LUMP	-1	\$135,000.00	(\$135,000.00)		\$0.00	\$0.00				\$0.00					
GMR Trail-West	Upper Terrace	SPEC	WATER FEATURE MECHANICAL VAULT	SP	-2505	\$90.00	(\$225,450.00)		\$0.00	\$0.00				\$0.00					
GMR Trail-West	Upper Terrace	SPEC	SPLASH PAD	LUMP	-1	\$50,000.00	(\$50,000.00)		\$0.00	\$0.00				\$0.00					
GMR Trail-West	Upper Terrace	SPEC	SPLASH PAD STORAGE TANK AND CONTROLS	LUMP	-1	\$25,000.00	(\$25,000.00)		\$0.00	\$0.00				\$0.00					
GMR Trail-West	Upper Terrace	SPEC	WATER FEATURE MECHANICAL VAULT	SP	2505	\$90.00	\$225,450.00		\$0.00	\$0.00				\$0.00					
GMR Trail-West	Upper Terrace	SPEC	SPLASH PAD STORAGE TANK AND CONTROLS	LUMP	1	\$50,000.00	\$50,000.00		\$0.00	\$25,000.00	LWCF	Park		\$25,000.00					
GMR Trail-West	Upper Terrace	SPEC	WATER FEATURE MECHANICAL VAULT	LUMP	1	\$125,000.00	\$125,000.00		\$0.00	\$25,000.00	LWCF	Park		\$25,000.00					
GMR Trail-West	Upper Terrace	SPEC	LANDSCAPING	LUMP	1	\$20,000.00	\$20,000.00		\$0.00	\$30,000.00	LWCF	Park		\$30,000.00					
GMR Trail-West	Upper Terrace	SPEC	FIXTURES & FURNISHINGS	LUMP					\$0.00	\$25,000.00	LWCF	Park		\$25,000.00					
			<b>ALTERNATE 2W TOTAL</b>				<b>(\$893,800.00)</b>		<b>\$0.00</b>	<b>\$80.00</b>				<b>\$80.00</b>					
GMR Trail	Gather'ng Lawn	659	SEEDING	SY	-278	\$5.00	(\$1,390.00)	Phase III	\$0.00	-\$1,390.00		Park		-\$1,390.00					
GMR Trail-East	Gather'ng Lawn	SPEC	ARTIFICIAL TURF	SP	2500	\$15.00	\$40,000.00	Phase III	\$0.00	\$51,390.00	LWCF	Park		\$51,390.00					
			ALTERNATE 3W TOTAL				\$19,610.00		\$0.00	\$50,000.00				\$50,000.00					

## EXHIBIT C

### Lock 9 Park Preliminary Schedule

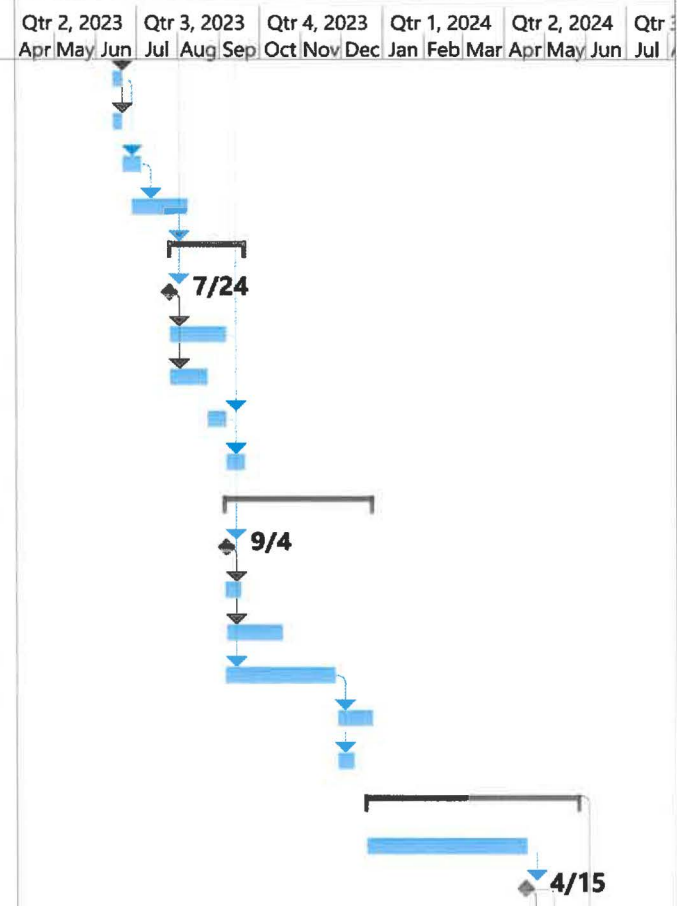
ID	Task Name	Duration	Start	Finish	Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024		
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b>Contract Award</b>	<b>1 day</b>	<b>Mon 4/24/23</b>	<b>Mon 4/24/23</b>															
2	<b>Preconstruction Services</b>	<b>96 days</b>	<b>Mon 4/24/23</b>	<b>Mon 9/4/23</b>															
3	<b>Bid Package #1</b>	<b>36 days</b>	<b>Mon 4/24/23</b>	<b>Mon 6/12/23</b>															
4	Bid Package Scope Preparation	10 days	Mon 4/24/23	Fri 5/5/23															
5	Post Package #1 for Bids	1 day	Mon 5/8/23	Mon 5/8/23															
6	Package #1 Bids Due	21 days	Mon 5/8/23	Mon 6/5/23															
7	Package #1 Subcontract Award	5 days	Tue 6/6/23	Mon 6/12/23															
8	<b>Bid Package #2</b>	<b>36 days</b>	<b>Mon 6/5/23</b>	<b>Mon 7/24/23</b>															
9	Bid Package Scope Preparation	10 days	Mon 6/5/23	Fri 6/16/23															
10	Post Package #2 Bids	1 day	Mon 6/19/23	Mon 6/19/23															
11	Package #2 Bids Due	21 days	Mon 6/19/23	Mon 7/17/23															
12	Package #2 Subcontract Award	5 days	Tue 7/18/23	Mon 7/24/23															
13	<b>Bid Package #3</b>	<b>36 days</b>	<b>Mon 7/17/23</b>	<b>Mon 9/4/23</b>															
14	Bid Package Scope Preparation	5 days	Mon 7/17/23	Fri 7/21/23															
15	Post Package #3 for Bids	1 day	Mon 7/24/23	Mon 7/24/23															
16	Package #3 Bids Due	21 days	Mon 7/24/23	Mon 8/21/23															
17	Package #3 Subcontract Award	10 days	Tue 8/22/23	Mon 9/4/23															
18	<b>Construction</b>	<b>260 days</b>	<b>Mon 6/12/23</b>	<b>Mon 6/10/24</b>															
19	<b>Phase I</b>	<b>40 days</b>	<b>Mon 6/12/23</b>	<b>Mon 8/7/23</b>															
20	Phase I Construction Start	0 days	Mon 6/12/23	Mon 6/12/23															

Project: Lock 9 Park Schedule  
Date: Wed 3/29/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Lock 9 Park  
Preliminary Schedule

ID	Task Name	Duration	Start	Finish	Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024		
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
21	Temporary Facilities & Security	5 days	Tue 6/13/23	Mon 6/19/23															
22	SWPPP Installation	5 days	Tue 6/13/23	Mon 6/19/23															
23	Site Demolition	10 days	Tue 6/20/23	Mon 7/3/23															
24	Mass Excavation & Grading	30 days	Tue 6/27/23	Mon 8/7/23															
25	<b>Phase II</b>	<b>40 days</b>	<b>Mon 7/24/23</b>	<b>Mon 9/18/23</b>															
26	Phase II Construction Start	0 days	Mon 7/24/23	Mon 7/24/23															
27	Underground Utilities	30 days	Tue 7/25/23	Mon 9/4/23															
28	Pavilion Footings, Walls & Piers	20 days	Tue 7/25/23	Mon 8/21/23															
29	Bike Path Asphalt & Main St. Ramp Area	10 days	Tue 8/22/23	Mon 9/4/23															
30	Slope Reinforcement	10 days	Tue 9/5/23	Mon 9/18/23															
31	<b>Phase III</b>	<b>80 days</b>	<b>Mon 9/4/23</b>	<b>Fri 12/22/23</b>															
32	Phase III Construction Start	0 days	Mon 9/4/23	Mon 9/4/23															
33	Structural Steel Erection	10 days	Mon 9/4/23	Fri 9/15/23															
34	Lock Wall Restoration	30 days	Tue 9/5/23	Mon 10/16/23															
35	Decorative Footings, Walls & Stairs	60 days	Mon 9/4/23	Fri 11/24/23															
36	Water Feature Rough Installation	20 days	Mon 11/27/23	Fri 12/22/23															
37	Rough Landscaping & Site Stabilization	10 days	Mon 11/27/23	Fri 12/8/23															
38	<b>Phase IV</b>	<b>115 days</b>	<b>Mon 12/18/23</b>	<b>Fri 5/24/24</b>															
39	<b>Incident Weather</b>	<b>86 days</b>	<b>Mon 12/18/23</b>	<b>Mon 4/15/24</b>															
40	Phase IV Construction Start	0 days	Mon 4/15/24	Mon 4/15/24															

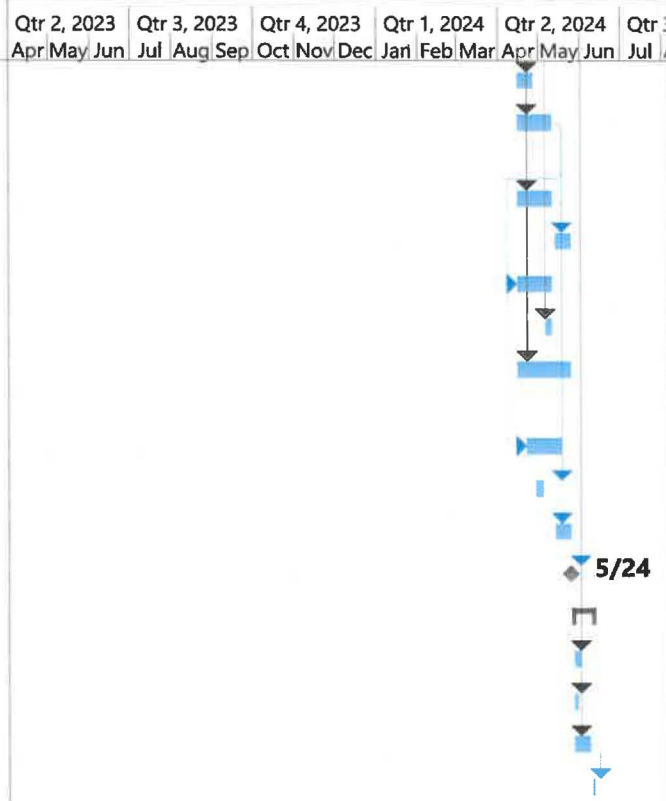


Project: Lock 9 Park Schedule  
Date: Wed 3/29/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Lock 9 Park  
Preliminary Schedule

ID	Task Name	Duration	Start	Finish	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024					
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
41	Brick Paver Installation	10 days	Mon 4/15/24	Fri 4/26/24											
42	Complete Decorative Concrete & Standard Concrete Flatwork	20 days	Mon 4/15/24	Fri 5/10/24											
43	Building Finishes (Roofing & Painting)	20 days	Mon 4/15/24	Fri 5/10/24											
44	Solar System Install	10 days	Mon 5/13/24	Fri 5/24/24											
45	Railing Installation	20 days	Mon 4/15/24	Fri 5/10/24											
46	Complete Asphalt Pavement	5 days	Mon 5/6/24	Fri 5/10/24											
47	Site Electrical Systems & Fixture Installations	30 days	Mon 4/15/24	Fri 5/24/24											
48	Final Landscaping	20 days	Mon 4/22/24	Fri 5/17/24											
49	Water Feature Final Installations	5 days	Mon 4/29/24	Fri 5/3/24											
50	Signage and Fixture Installation	10 days	Mon 5/13/24	Fri 5/24/24											
51	Substantial Completion	0 days	Fri 5/24/24	Fri 5/24/24											
52	<b>Closeout</b>	<b>11 days</b>	<b>Mon 5/27/24</b>	<b>Mon 6/10/24</b>											
53	Commissioning	5 days	Mon 5/27/24	Fri 5/31/24											
54	Final Inspections	3 days	Mon 5/27/24	Wed 5/29/24											
55	Punch out	10 days	Mon 5/27/24	Fri 6/7/24											
56	Construction Complete/ Turnover	1 day	Mon 6/10/24	Mon 6/10/24											



Project: Lock 9 Park Schedule  
Date: Wed 3/29/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

## EXHIBIT D

### SECTION A | 2.2.2 PROPOSED STAFFING

#### PROPOSED PROJECT TEAM

We are proud to provide a team of seasoned professionals who have spent much of their careers in the construction industry.

**150 years**  
*of combined experience*

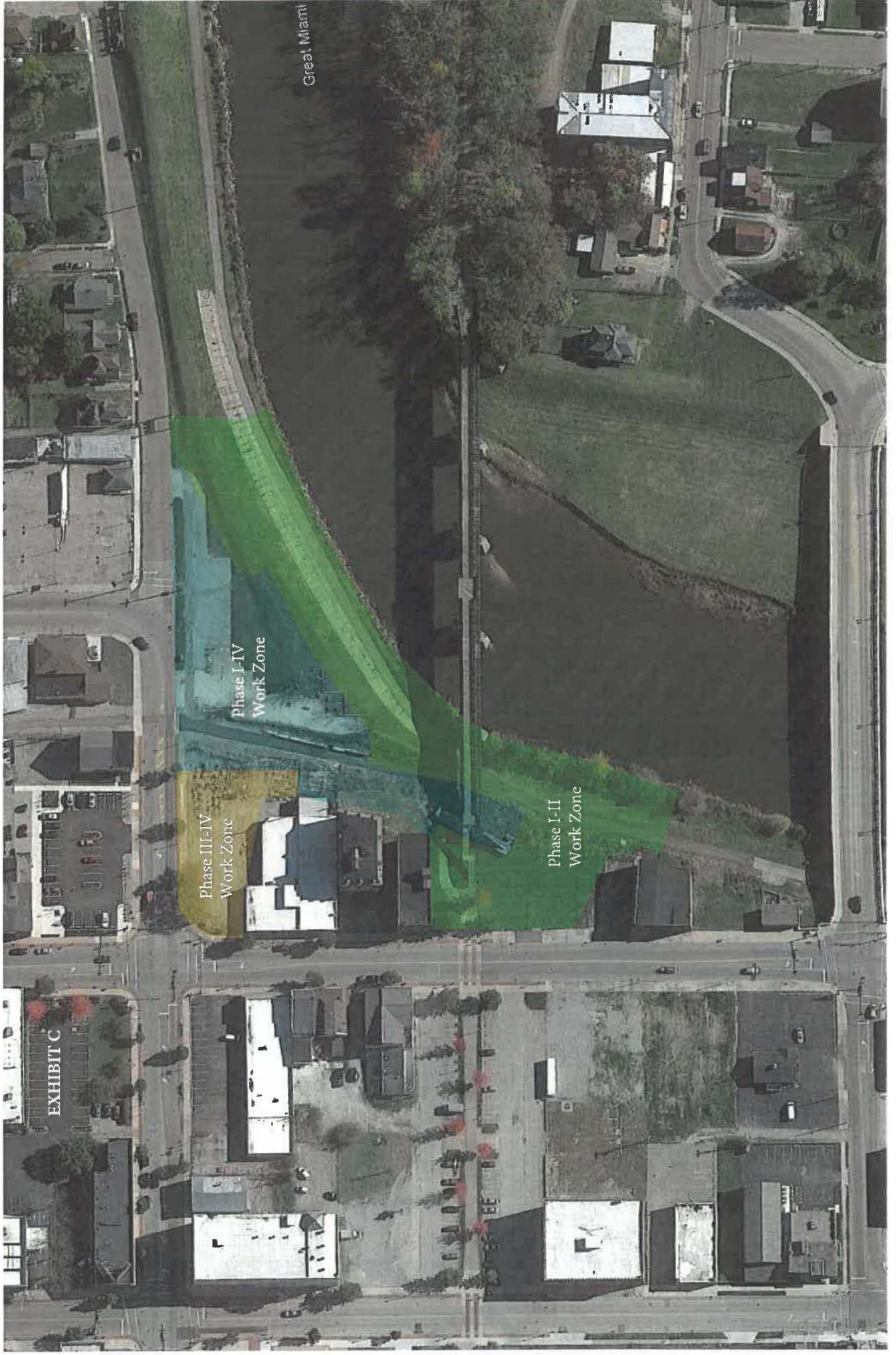
Below is a listing of our proposed project team, along with their respective years of experience.

TEAM MEMBER	ROLE	EXPERIENCE IN YEARS
Andrew Huelskamp	Project Executive	26
Jeremy Sullenberger	Project Manager	24
Greg Merrick	Project Superintendent	24
Hayden Schrubb	Assistant Superintendent	2
Tyler Jones	Estimator	12
Adrian Rozwadowski	Estimator	4
Shelby Myers	Project Administrator	15
Emily Dolson	Accounting & Finance	26
Amanda Armstrong	Payables/Receivables	20
Joe Whyde	Safety Professional	8

Please see the following page for our project organizational chart.



**EXHIBIT E**



**EXHIBIT C**

## EXHIBIT F

### Lock 9 Park Workforce Allocation


















ID	Task Name	Role	Hours	Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024	
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
1	<b>Workforce Allocation</b>			[Summary Bar]																
2	<b>Preconstruction</b>	<b>Role</b>	<b>Hours</b>	[Summary Bar]																
3	Andrew Huelskamp	Project Executive	50	[Blue Bar]																
4	Jeremy Sullenberger	Project Manager	200	[Blue Bar]																
5	Tyler Jones	Project Estimator	500	[Blue Bar]																
6	Adrian Rozwadowski	Project Estimator	100	[Blue Bar]																
7	Greg Merrick	Project Superintendent	40	[Blue Bar]																
8	Shelby Myers	Project Administration	50	[Blue Bar]																
9	Amanda Armstrong	AP/AR	5	[Blue Bar]																
10	Emily Dolson	Finance	2	[Blue Bar]																
11	<b>Construction Phase 2023</b>	<b>Role</b>	<b>Hours</b>	[Summary Bar]																
12	Andrew Huelskamp	Project Executive	75	[Blue Bar]																
13	Jeremy Sullenberger	Project Manager	300	[Blue Bar]																
14	Greg Merrick	Project Superintendent	800	[Blue Bar]																
15	Hayden Schrubbs	Assistant Superintendent	500	[Blue Bar]																

Project: Lock 9 Workforce Alloc Date: Wed 3/29/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Lock 9 Park  
Workforce Allocation

ID	Task Name	Role	Hours	Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
16	Joe Whyde	Safety Professional	150																
17	Tyler Jones	Project Estimator	60																
18	Shelby Myers	Project Administration	150																
19	Amanda Armstrong	AP/AR	40																
20	Emily Dolson	Finance	10																
21	<b>Construction Phase 2024 Role</b>		<b>Hours</b>																
22	Andrew Huelskamp	Project Executive	50																
23	Jeremy Sullenberger	Project Manager	200																
24	Greg Merrick	Project Superintendent	600																
25	Joe Whyde	Safety Professional	100																
26	Tyler Jones	Project Estimator	40																
27	Shelby Myers	Project Administration	100																
28	Amanda Armstrong	AP/AR	60																
29	Emily Dolson	Finance	15																

Project: Lock 9 Workforce Alloc  
Date: Wed 3/29/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Energy Insurance Agency, Inc.
INSURED: American Trademark Construction Services dba ATCS
CONTACT NAME: Energy Insurance Agency, Inc.
PHONE: (859) 273-1549
FAX: (859) 272-0075
E-MAIL ADDRESS: eia@energyinsagency.com
INSURER(S) AFFORDING COVERAGE: FCCI Insurance Company, Brickstreet Insurance - Encova

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Leased/Rented.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Piqua
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Leslie Cain

EXHIBIT H

**BID GUARANTEE BOND**  
(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned A.T.C.S. Inc. as Principal (Bidder) and Ohio Farmers Insurance Co. as Sureties, are hereby held and firmly bound unto City of Piqua as Obligee (Owner), in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on March 29, 2023 to undertake the Project known as Lock 9 Park. The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of Final CMR Contract Total dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a Bid for the above referenced project.

Now, therefore, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by Obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED this 29th day of March, 2023.

PRINCIPAL: ATCS Inc.

x Emily J. Dolson

By: Emily T. Dolson

Title: President/CFO

SURETY: Ohio Farmers Insurance Co.

x Mary G Elliott

By: Mary G Elliott  
*Attorney-In-Fact*

**SURETY INFORMATION:**

8790 Governors Hill, Suite 105  
*Street*

Cincinnati OH 45242  
*City State Zip*

513-794-7352  
*Telephone Number*

**SURETY AGENT'S INFORMATION:**

Energy Insurance Agency  
*Agency Name*

3008 Atkinson Ave  
*Street*

Lexington KY 40509  
*City State Zip*

859-273-1549  
*Telephone Number*

General  
Power  
of Attorney

POWER NO. 1673432 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**MARY G. ELLIOTT, VERN STEPHEN SIMMONS, MARK T. KELDER, TODD D. CARLISLE, JOINTLY OR SEVERALLY**

of LEXINGTON and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 01st day of MAY A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

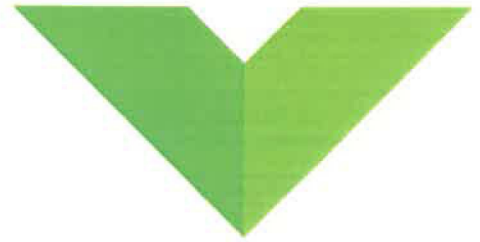
State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **29** day of **March**, A.D., **2023**



**Frank A. Carrino, Secretary**



**Date**

April 12, 2023

**Subject**

City of Piqua  
Lock 9 Park

## Dear American Trademark Construction Services:

Enclosed please find Addendum to the contract dated April 12, 2023.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jake A. Cordonnier".

Jake A. Cordonnier, P.E.  
Project Manager

Enclosures: Contract Addendum

**W. Central Ohio/E. Indiana**  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

**S. Ohio/N. Kentucky**  
8956 Glendale Milford Rd., Suite 1  
Loveland, OH 45140  
513.239.8554 Phone

[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)



# City of Piqua

## Lock 9 Park

### Piqua, Ohio

April 12, 2023

#### CONTRACT ADDENDUM

#### Value Engineering Items

- Heavy duty concrete will be installed at 6" thickness instead of 8" thickness.
- Crushed granite rock in specified areas will be replaced with river rock.
- Brick pavers are only required at the city sidewalk replacement locations.
- The concrete underlayment for the brick pavers will be 4" thickness.
- The stainless-steel railing will be replaced with galvanized railing.
- The handrail detail will be value engineered to provide a similar, but more cost-effective option for the wire mesh.
- The performance pavilion will go through a design-build process to provide a similar design for less cost. This includes structural steel and roofing materials.
- American Trademark will provide a more cost-effective plan to achieve the colored concrete sections.
- The splash pad system will go through a design-build process to provide a similar design for less cost.
- The landscaping plan will be provided to contractors to provide a similar design for less cost for all items.
- The concrete walls will not be board formed walls and will be installed with industry standard forms and the joints cleaned up per industry standard.
- Site furnishing will be strategically bought with the City of Piqua's existing buying power to lower costs.
- An artificial turf contractor will provide a cost-effective option to be used in lieu of grass in the gathering lawn, water street plaza, and river seating area.
- The signage will be value engineered to provide a similar design, but cost-effective option. There will only be one information panel in the project and no information signs on the information kiosks.
- All final finishes will be approved by the City of Piqua prior to installation.
- The electrical scope will be modified to remove most of the recessed lighting and lower the total cost of the electrical package to within the predetermined budget.
- The irrigation system will be eliminated and hose connections will be installed at various locations to assist in manual watering of the landscape areas.
- The etching and stone material in the lower terrace at a similar design for less cost for all items.
- Wall caps were also replaced with concrete wall caps.
- Also the brass inlays were removed in the canal boat design.

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	May 4, 2023		
<b>REPORT TITLE</b>	A resolution to adopt a city facility honorary naming policy		
<b>SUBMITTED BY</b>	Chris Schmiesing, Development Director		
	Development Department		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
	<input type="checkbox"/> Regular		
	<input checked="" type="checkbox"/> Development Director	<input checked="" type="checkbox"/> Planning Commission	
<b>BACKGROUND</b>	<p>In 2007, it was agreed that the City of Piqua would adopt a policy on the naming of City streets and facilities. In 2009, the City Manager was authorized to execute an administrative policy on the naming of streets and facilities. In 2015, this policy was repealed on the grounds that the former Diversity Committee had gone defunct during that time and that the process created by the original policy was cumbersome. The policy was repealed without a replacement.</p> <p>Facilities continue to need names, and a process for selection and community input. The policy attached creates a transparent and understandable means of proposing names, having those names be considered by relevant boards, and the City Commission receiving a recommendation to act on. The process outlined would follow a similar methodology to most approval processes carried out by the City. As the policy notes, names for facilities are honorary, and any names that affect a street would not change the legal name used for addresses.</p> <p>The Planning Commission conducted a discussion, made recommendations for edits which have been incorporated, and recommended approval of the policy proposal.</p>		
<b>BUDGET/FINANCIAL IMPACT</b>	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
<b>OPTIONS</b>	1.	Pass the resolution to adopt the policy proposal.	
	2.	Deny the resolution to reject the policy proposal.	
<b>PROJECT TIMELINE</b>	<p>April 11, 2023 Planning Commission Public Hearing/Resolution May 4, 2023 City Commission Resolution</p>		
<b>STAFF RECOMMENDATION</b>	Approve the proposed resolution		
<b>ATTACHMENTS</b>	Resolution and Exhibit A: City Facility Honorary Naming Policy		

**RESOLUTION NO. R-65-23**

**A RESOLUTION TO ADOPT A CITY FACILITY HONORARY NAMING POLICY**

WHEREAS, the Planning Commission has studied a proposed policy, "Exhibit A," to guide the adoption of honorary names for city facilities, including buildings, parks, structures, and streets; and,

WHEREAS, the Planning Commission has conducted a public hearing and made a report of its findings; and

WHEREAS, the Planning Commission has submitted a recommendation to the City Commission.

NOW THEREFORE, BE IT RESOLVED by the Piqua City Commission, a majority of its members concurring that:

SEC. 1: The City Facility Honorary Naming Policy, attached as Exhibit A, is hereby adopted.

SEC. 2: The City Manager is authorized to manage the implementation of the policy.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Diana Tamplin  
CLERK OF COMMISSION

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

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Kathryn B. Hinds \_\_\_\_\_  
Commissioner James Vetter \_\_\_\_\_

### **Section 1: General**

The City of Piqua establishes the following City Facility Honorary Naming Policy to provide a uniform set of guidelines regarding requests for honorary naming or renaming of City facilities that are operated and maintained by the City of Piqua municipal corporation. All honorary names must be compatible with community interest and reflect the values of the city of Piqua.

- A. This policy establishes the guidelines, criteria, and process for honorary naming or renaming of City facilities.
- B. The City Commission has the final authority to name and rename City facilities.
- C. The City Commission may pursue honorary naming for commemorative, cultural, and historic goals or branded naming for marketability, revenue generation, and cost recovery goals at City facilities at their discretion.
- D. Any naming of City facilities in honor of an individual, family, or entity may be revoked at the discretion of the City Commission.
- E. The donation of land, facilities, or funds for the acquisition, renovation, or maintenance of City facilities does not constitute an obligation by the City to name, nor preclude the City from naming, the facility or any portion thereof after an individual, family, or entity.

### **Section 2: Criteria for Naming City Facilities**

City facility names should be unique within Piqua and have a lasting significance. Before proceeding with any naming, the City of Piqua will carefully consider all circumstances surrounding the naming, including the overall benefit to the City and whether displaying the name is and will continue to be a positive reflection on the City and the community. The term 'facility' describes any building, structure, street, trail, bridge, park land or other feature operated and maintained by the city of Piqua municipal corporation, as determined by the City Commission.

- For commemorative naming, a facility may be named for an individual, living or dead, if the individual has provided creditable service to the community and has attained prominence locally based on contributions to the public.
- A facility may be named for an individual, family, or entity that has provided a culturally significant contribution to the surrounding area

or community.

- A facility may be named for significant natural geologic features, native flora or fauna, or significant historical events.
- A facility may be given any name which the City Commission determines advances a particular branding objective in order to increase the City's ability to enhance service provision through revenue generation at the site.
- Names that reflect the City's ethnic and cultural diversity are encouraged.
- A feature within a facility may be dedicated to an individual, family, or entity using the above criteria without naming or renaming the facility in which the feature is located.
- The City Commission may also consider the use of naming rights in return for a financial or in-kind contribution for City facilities.

Official street names are determined by review by the Planning Commission and the City Commission through the subdivision process. Honorary street names shall not have any impact on addressing and do not change the official street name.

### **Section 3: Process and Procedures for Naming City Facilities**

#### **A. Process:**

The naming and renaming of all City facilities will include a review by the standing Boards and Committees established by the City Commission. A naming or renaming request may be initiated by submitting an application to the Planning Commission via the Development Department to request the name or remaining be considered. Upon review by the Planning Commission, if the request is found to have merit, the Planning Commission will refer the request to all City Commission established advisory Boards and Committees who may have an interest in the subject facility and the proposed naming or renaming. This includes the Community Diversity Committee, Energy Board, Golf Advisory Board, Park Board, Tree Committee, and Utility Board.

The Planning Commission referral will request that the subject Boards and Committees provide any relevant information concerning the facility as it relates to any existing or proposed name and be asked to comment and make a recommendation on the appropriateness of the proposed name for the facility. The information, comments and recommendations provided by the Boards and

Committees will then be forwarded to the Planning Commission for consideration. The Planning Commission will advertise a public hearing date at which they will review the request and materials received, accept public comment, and make a recommendation on the proposed naming or renaming. The Planning Commission recommendation will then be forwarded to the City Commission for final approval or disapproval of the proposed naming or renaming of the subject facility.

Once a name is approved by the City Commission, the City Manager or their designee will cause the approved name to be properly displayed or advertised in accordance with the applicable policies, laws and ordinances.

END OF POLICY

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	May 4, 2023		
<b>REPORT TITLE</b>	A Resolution authorizing a purchase order to Pavement Technology, Inc. for a portion of the 2023 Pavement Preservation Program.		
<b>SUBMITTED BY</b>	Name & Title: Chris Schmiesing, Development Director		
	Department: Development		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		<input checked="" type="checkbox"/> Law Director
	<input checked="" type="checkbox"/> Department Director		
<b>BACKGROUND</b>	<p>On April 24<sup>th</sup>, 2023, a proposal was received from Pavement Technology, Inc. (Exhibit A) following the approval to use the ODOT Cooperative Bid Process for 101L-24 (R-62-23). ODOT authorized the City of Piqua to use the contract for 101L-24 (Exhibit C).</p> <p>The streets in this portion of the 2023 Pavement Preservation Program are shown on the attached map (Exhibit B). The streets were selected based on their Pavement Condition Index (PCI) and applying the appropriate treatment to the road in the area selected for this year.</p> <p>This portion of the program will apply an asphalt rejuvenator treatment called “Reclamite” to selected streets. This treatment will help extend the life cycle of these recently resurfaced streets.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$1,600,000 (for the entire Pavement Preservation Program, including the ADA Curb Ramp Project)	
	Expenditure \$:	\$68,500 (includes 10% contingency)	
	Source of Funds:	Street Income Tax (103 Fund)	
	<b>Narrative:</b>	This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. This also accounts for any overages that may occur.	
<b>OPTIONS</b>	1.	Approve the resolution and complete this portion of the 2023 Pavement Preservation Program.	
	2.	Do not approve the resolution and do not complete this portion of the 2023 Pavement Preservation Program.	
<b>PROJECT TIMELINE</b>	The 2023 Pavement Preservation Program will occur throughout the summer into fall. This portion of the program will take place in Mid-Summer.		
<b>STAFF RECOMMENDATION</b>	Approve the resolution to allow for the completion of this portion of the 2023		

	Pavement Preservation Program.
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	Utilizing the ODOT Cooperative Bid Process
<b>ATTACHMENTS</b>	Proposal (Exhibit A), Pavement Treatment Map (Exhibit B), ODOT Approval (Exhibit C)

**RESOLUTION NO. R-66-23**

**A RESOLUTION AUTHORIZING A PURCHASE ORDER TO PAVEMENT TECHNOLOGY, INC. FOR A PORTION OF THE 2023 PAVEMENT PRESERVATION PROGRAM**

WHEREAS, on April 18, 2023 this Commission passed Resolution No. R-66-23 authorizing the City of Piqua to utilize the ODOT Cooperative Bid Process; and

WHEREAS, the purchase will be made utilizing the ODOT Cooperative Bid Process with Pavement Technology, Inc.; proposal being shown in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized to Pavement Technology, Inc. via an ODOT cooperative bid as a portion of the 2023 Pavement Preservation Program and the City Manager is hereby authorized to execute a contract with said contractor 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 \$68,500.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIANA TAMPLIN  
CLERK OF COMMISSION

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

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_

# Exhibit "A"

## Pavement Technology, Inc.

24144 Detroit Rd.  
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895  
Fax: 440-892-0953

April 24, 2023

Mr. Kenton Kiser  
Engineering Technician  
City of Piqua  
201 W Water Street  
Piqua, OH 45356

Dear Mr. Kiser:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to the streets listed below.

Street	From	To	Estimated Gallons	Amount
New Haven Rd	Dead End	Candlewood Blvd	135	\$3,881.25
Woodbridge Ct	New Haven Rd	CDS	20	\$575.00
Williams Pl	Cambridge St	Candlewood Blvd	155	\$4,456.25
Falmouth Rd	New Haven Rd	Amherst Ave	150	\$4,312.50
New Haven Rd	Candlewood Blvd	Amherst Ave	265	\$7,618.75
New Haven Rd	Amherst Ave	Dead End	100	\$2,875.00
Marlboro Ave	Amherst Ave	Dead End	130	\$3,737.50
Sweet Briar Ave	Marlboro Ave	Dead End	155	\$4,456.25
Andover Ave	Marlboro Ave	Plymouth Ave	130	\$3,737.50
Plymouth Ave	Sweet Briar Ave	Fairfax Ave	75	\$2,156.25
Plymouth Ave	Fairfax Ave	100' S of Amesbury Ct	90	\$2,587.50
Amesbury Ct	Plymouth Ave	CDS	105	\$3,018.75
Wilson Ave	South St	Clark Ave	95	\$2,731.25
Wilson Ave	Clark Ave	Brook St	55	\$1,581.25
Wilson Ave	Brook St	Manier Ave	55	\$1,581.25
Blaine Ave	Clark Ave	Manier Ave	105	\$3,018.75
Brook St	Blaine Ave	Brice Ave	125	\$3,593.75
Brook St	Cottage Ave	Gordon St	65	\$1,868.75
Boal Ave	Brook St	Manier Ave	55	\$1,581.25

Gordon St/Drake St	Brook St	Hemm Rd	55	\$1,581.25
Additional (Radii, Etc.)			45	\$1,293.75
<b>Total</b>			<b>2,165</b>	<b>\$62,243.75</b>

Work includes all labor and materials for application of Reclamite® asphalt rejuvenating agent. Also included are the resident notification, pre and post cleaning of roads, MOT and proper supervision to insure work is in accordance with manufactures specification.

Quantities are based on the yardages provided by The City of Piqua.

Field measurements will determine final billing quantities. Pricing is based on the 101L-24 State Cooperative contract.

Thank you for your continued interest in pavement preservation with Reclamite®.

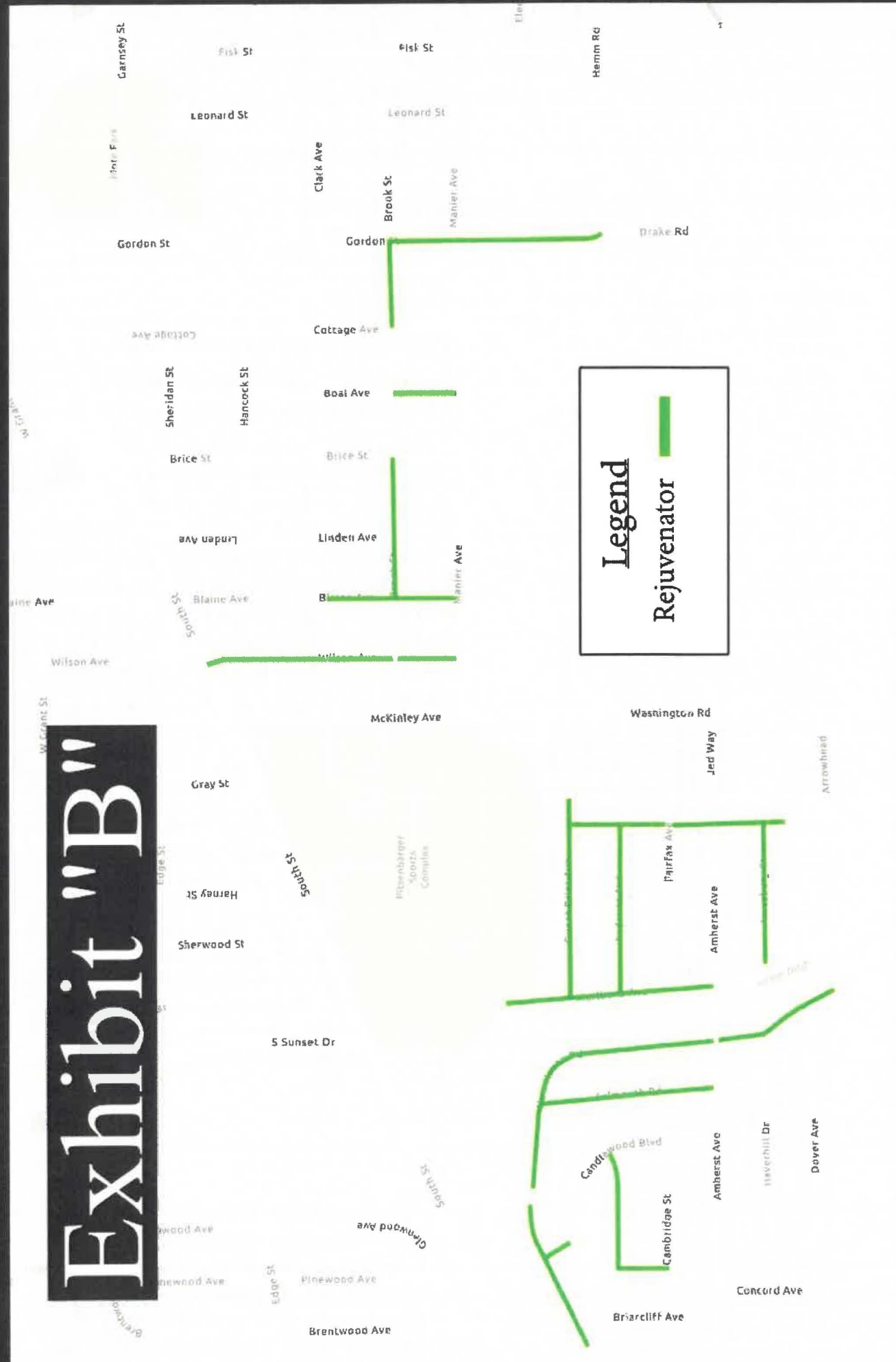
Sincerely,

*David W. Helm*

David W. Helm  
[dhelm@pavetechinc.com](mailto:dhelm@pavetechinc.com)

Accepted by: \_\_\_\_\_

# Exhibit "B"





# Ohio Department of Transportation

Central Office • 1980 West Broad Street • Columbus, OH 43223

Mike DeWine, Governor • Jack Marchbanks, PH.D, Director

April 25, 2023

## Exhibit "C"

City of Piqua  
Atten: Janelle Collier  
201 West Water Street  
Piqua, Ohio 45356

Invitation: 101L-24  
Commodity: Asphalt Concrete and other Bituminous Mixes

Dear Customer:

Here is your authorization to use ODOT Contract 101L-24 for the life of the contract with Pavement Technology.

### COMPANY

Pavement Technology  
24144 Detroit Road  
Westlake, OH 44145  
Debbie Cancelliere  
440-892-1895  
dcancelliere@pavetechinc.com

A copy of this letter is being mailed to the awarded vendor to notify them of our approval of your request to purchase the referenced equipment/materials. This procedure shall be in accordance with Section 5513.01 (B) of the Ohio Revised Code. The ODOT Cooperative Purchasing Program permits political subdivisions to purchase the exact items specified in the Invitation to Bid. Options added to the Departments specified equipment must be purchased in conformance with the Ohio Revised Code and local competitive bidding requirements.

Any further actions regarding this Invitation are the responsibility of the Political Subdivision and the Vendor. All actions must comply with the specific requirements of the Invitation. If you experience any problems or need further assistance, please feel free to contact Todd VanKirk at (614) 466-3209 or (800) 459-3778.

Respectfully,

Todd VanKirk

Sourcing Supervisor, Office of Contract Sales  
Division of Construction Management

**Commission Agenda  
Staff Report**

<b>MEETING DATE</b>	May 4, 2023		
<b>REPORT TITLE</b>	A Resolution authorizing a purchase order to Strawser Construction Inc. for a portion of the 2023 Pavement Preservation Program.		
<b>SUBMITTED BY</b>	Name & Title: Chris Schmiesing, Development Director		
	Department: Development		
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>APPROVALS/REVIEWS</b>	<input checked="" type="checkbox"/> City Manager		
	<input checked="" type="checkbox"/> Law Director		
	<input checked="" type="checkbox"/> Department Director		
<b>BACKGROUND</b>	<p>On April 24<sup>th</sup>, 2023, a proposal was received from Strawser Construction Inc. (Exhibit A) following the approval to use the ODOT Cooperative Bid Process for 101G-24 (R-62-23). ODOT authorized the City the Piqua to use the contract for 101G-24 (Exhibit C).</p> <p>The streets in this portion of the 2023 Pavement Preservation Program are shown on the attached map (Exhibit B). The streets were selected based on their Pavement Condition Index (PCI) and applying the appropriate treatment to the road in the area selected for this year.</p> <p>This portion of the program will consist of streets being crack sealed, micro surfaced, or cape sealed. The project will also include the placement of all new paint pavement markings on the streets worked on.</p>		
<b>BUDGETING AND FINANCIAL IMPACT</b>	Budgeted \$:	\$1,600,000 (for the entire Pavement Preservation Program, including the ADA Curb Ramp Project)	
	Expenditure \$:	\$653,500 (includes 10% contingency)	
	Source of Funds:	Street Income Tax (103 Fund)	
	<b>Narrative:</b>	This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. This also accounts for any overages that may occur.	
<b>OPTIONS</b>	1.	Approve the resolution and complete this portion of the 2023 Pavement Preservation Program.	
	2.	Do not approve the resolution and do not complete this portion of the 2023 Pavement Preservation Program.	
<b>PROJECT TIMELINE</b>	The 2023 Pavement Preservation Program will occur throughout the summer into fall. This portion of the program will take place in Late Summer.		

<b>STAFF RECOMMENDATION</b>	Approve the resolution to allow for the completion of this portion of the 2023 Pavement Preservation Program.
<b>REASON FOR SELECTING CONSULTANT/COMPANY</b>	Utilizing the ODOT Cooperative Bid Process
<b>ATTACHMENTS</b>	Proposal (Exhibit A), Pavement Treatment Map (Exhibit B), ODOT Approval (Exhibit C)

**RESOLUTION NO. R-67-23**

**A RESOLUTION AUTHORIZING A PURCHASE ORDER  
TO STRAWSER CONSTRUCTION INC. FOR A  
PORTION OF THE 2023 PAVEMENT PRESERVATION  
PROGRAM**

WHEREAS, on April 18, 2023, this Commission passed Resolution No. R-67-23 authorizing the City of Piqua to utilize the ODOT Cooperative Bid Process; and

WHEREAS, the purchase will be made utilizing the ODOT Cooperative Bid Process with Strawser Construction Inc.; proposal being shown in Exhibit "A" attached hereto;

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

SEC. 1: A purchase order is hereby authorized with Strawser Construction Inc. via an ODOT cooperative bid as a portion of the 2023 Pavement Preservation Program and the City Manager is hereby authorized to execute a contract with said contractor 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 \$653,500.

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

\_\_\_\_\_  
CINDY PEARSON, MAYOR

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIANA TAMPLIN  
CLERK OF COMMISSION

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

Mayor Cindy Pearson \_\_\_\_\_  
Commissioner Kris Lee \_\_\_\_\_  
Commissioner Jim Vetter \_\_\_\_\_  
Commissioner Chris Grissom \_\_\_\_\_  
Commissioner Kathryn Hinds \_\_\_\_\_



A COLAS COMPANY

# Exhibit "A"

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570  
www.strawserconstruction.com

## PROPOSAL

4/24/2023

Kenton Kiser  
City of Piqua  
201 W Water Street  
Piqua, Ohio 45356  
937-778-2044  
[kkiser@piquaoh.gov](mailto:kkiser@piquaoh.gov)

Project: 2023 City of Piqua Pavement Preservation Program

Dear City of Piqua,

Strawser Construction Inc. is pleased to present the following proposal utilizing the State Bid 101G- 24 for your review. All measurements were obtained digitally. Invoice will be billed per field measurement of work in place. We will furnish all labor, equipment and materials to complete the following scope of work:

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Micro Surfacing @ 24 LBS/SY	85,452.22	SY	\$4.49	\$383,680.47

Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
Chip Seal	29,860.11	SY	\$3.65	\$108,989.40

Type of Work 3	Quantity	Unit of Measure	Unit Price	Extension
Crack Seal, ODOT Type II	133,962.56	SY	\$0.60	\$80,377.54

Type of Work 4	Continued onto Page 2			
Striping	Sub-Total			\$20,984.78

<b>Total</b>	<b>\$594,032.18</b>
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A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570  
www.strawserconstruction.com

## PROPOSAL

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Removal of Pavement Marking (Center Line)	0.50	MI	\$3,300.00	\$1,650.00
Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
Removal of Pavement Marking (Channelizing, Crosswalk, Stop Line)	2,750.20	LF	\$0.60	\$1,650.12
Type of Work 3	Quantity	Unit of Measure	Unit Price	Extension
Removal of Pavement Marking (School, Only, Arrow)	5.00	EA	\$138.00	\$690.00
Type of Work 4	Quantity	Unit of Measure	Unit Price	Extension
Item 642, 12" Crosswalk Line	3,569.30	LF	\$3.10	\$11,064.83
Type of Work 5	Quantity	Unit of Measure	Unit Price	Extension
Item 642, 24" Stop Line	729.50	LF	\$6.15	\$4,486.43
Type of Work 6	Quantity	Unit of Measure	Unit Price	Extension
Item 642, 6" Parking Stall Marking	32.00	LF	\$1.20	\$38.40
Type of Work 7	Quantity	Unit of Measure	Unit Price	Extension
Item 642, Lane Arrow	2.00	EA	\$111.00	\$222.00
Type of Work 8	Quantity	Unit of Measure	Unit Price	Extension
Item 642, 8" Channelizing Line	20.00	LF	\$1.40	\$28.00
Type of Work 9	Quantity	Unit of Measure	Unit Price	Extension
Item 642, 12" Double Yellow Center Line	0.50	MI	\$2,310.00	\$1,155.00
Striping Sub-Total				\$20,984.78



A DOLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570  
www.strawserconstruction.com

## **PROPOSAL**

### **Conditions:**

- \* Pricing valid for 30 days after the date listed on page 1. If signed proposal has not been accepted and returned within 30 days, Strawser Construction Inc. has the right to adjust pricing due to the current volatile asphalt index.
- \* Proposed quantities are based on site conditions on: Thursday, March 2, 2023
- \* This proposal includes only the scope of work listed on page 1. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser Construction Inc.
- \* Prices are based on 1 mobilization. Work to be completed in 2023.
- \* Unit Price items will be billed per installed quantities.
- \* Prices include sales tax if project is not tax exempt.

### **Notes:**

- \* ONE mobilization with all areas available at one time.
- \* Does NOT include any asphalt repairs or temporary striping.
- \* Does NOT include pre sweeping or vegetation removal. Piqua to perform this work prior, and streets are to be ready to pave upon SCI arrival.
- \* Based on being able to close down side streets with alternate exits.
- \* Based on being able to use Piqua's lot as a load site.
- \* Existing pavement is expected to support the weight of normal construction loads.
- \* Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- \* Upon the awarding of the proposal, please supply Strawser Construction Inc. with an Ohio Department of Taxation Construction Contract Exemption Certificate, if applicable.
- \* Pavement to be clean of all debris before our arrival.

Please call with any questions.

Thank you,

Michael Metzger  
Strawser Construction Inc.  
614-809-7560  
[mmetzger@strawserconst.com](mailto:mmetzger@strawserconst.com)

# PROPOSAL

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$594,032.18

Payment terms: **Net 30 Days**

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.

This account is subjected to a finance charge computed at an annual percentage rate of **18 % on the total past due balance.**

Strawser Construction Inc. Authorized Signatures:

\_\_\_\_\_  
Timothy W. Amling, Senior Estimator

Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas C. Perry, Senior Estimator

Date: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

In the event of purchaser's failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney's fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisalment, stay and exemption laws of this State.

This Contract and all TERMS AND CONDITIONS, rights and remedies herein contained shall bind the parties hereto.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.
3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller's Credit Department.
4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.
5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.
6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

# PROPOSAL

**Ohio** Department of  
Taxation  
tax.ohio.gov

STEC CG  
Rev. 11/14

## Sales and Use Tax

### Construction Contract Exemption Certificate

**Identification of Contract:**

Contractee's (owner's) name City of Piqua  
 Exact location of job/project Various Locations throughout the City Limits  
 Name of job/project as it appears on contract documentation 2023 City of Piqua Pavement Preservation Program

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as define in Ohio Revised Code (R.C.) section 5739.02 (8)(12);	<input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

**Prime Contractor**

Name Strawser Construction Inc.  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address 1392 Dublin Road  
 City, state, ZIP Columbus, OH 43215  
 Date \_\_\_\_\_

**Owner/Contractee**

Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_




**Subcontractor**

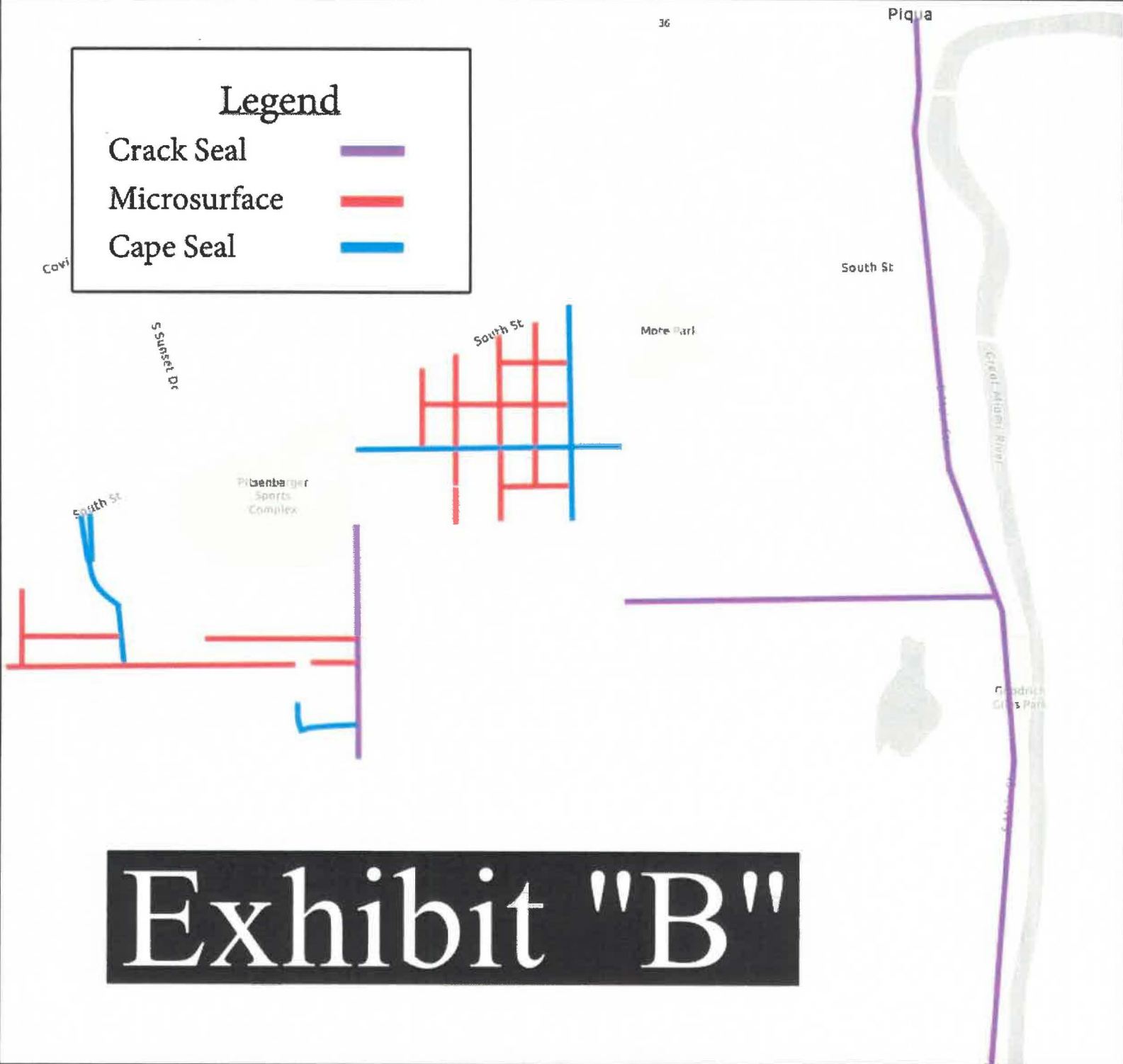
Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_

**Political Subdivision**

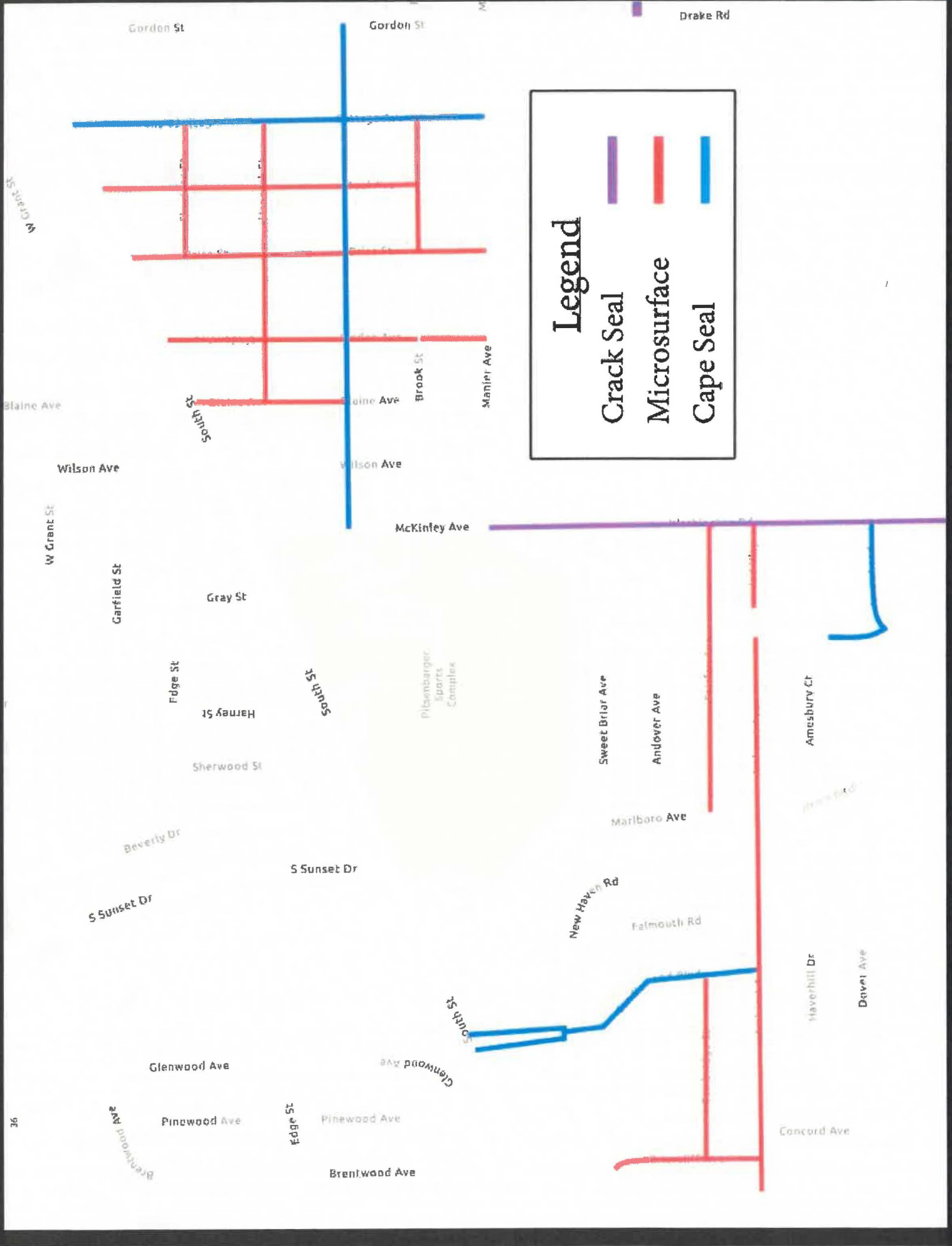
Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_

**Legend**

Crack Seal	
Microsurface	
Cape Seal	



# Exhibit "B"



**Legend**

- Crack Seal
- Microsurface
- Cape Seal

35-10100 W

Blaine Ave

Wilson Ave

36

Brenwood Ave

Glenwood Ave

S Sunset Dr

Beverly Dr

Sherwood St

Harney St

Fidge St

Gray St

Garfield St

Wilson Ave

McKinley Ave

Wilson Ave

Wilson Ave

South St

South St

South St

Glenwood Ave

Pinewood Ave

Brenwood Ave

Pilsenburger Sports Complex

New Haven Rd

Falmouth Rd

Marlboro Ave

Sweet Briar Ave

Andover Ave

Drake Rd

Amesbury Ct

Haverhill Dr

Davet Ave

Concord Ave

Drake Rd

Gordon St

Gordon St



# Ohio Department of Transportation

Central Office • 1980 West Broad Street • Columbus, OH 43223

Mike DeWine, Governor • Jack Marchbanks, PH.D, Director

April 25, 2023

City of Piqua  
Atten: Janelle Collier  
201 West Water Street  
Piqua, Ohio 45356

## Exhibit "C"

Invitation: 101G-24  
Commodity: Asphalt Concrete, Bituminous Mixes, Equipment Rental and Material Hauling

Dear Customer:

Here is your authorization to use ODOT Contract 101G-24 with Strawser Construction Inc. This is good for the life of the contract.

### COMPANY

Strawser Construction Inc  
1392 Dublin Road  
Columbus, OH 43215  
Tim Amling  
614-276-5501  
tima@strawserinc.com;

A copy of this letter is being mailed to the awarded vendor to notify them of our approval of your request to purchase the referenced equipment/materials. This procedure shall be in accordance with Section 5513.01 (B) of the Ohio Revised Code. The ODOT Cooperative Purchasing Program permits political subdivisions to purchase the exact items specified in the Invitation to Bid. Options added to the Departments specified equipment must be purchased in conformance with the Ohio Revised Code and local competitive bidding requirements.

Any further actions regarding this Invitation are the responsibility of the Political Subdivision and the Vendor. All actions must comply with the specific requirements of the Invitation. If you experience any problems or need further assistance, please feel free to contact Todd VanKirk at (614) 466-3209 or (800) 459-3778.

Respectfully,

Todd VanKirk

Sourcing Supervisor, Office of Contract Sales  
Division of Construction Management

*An Equal Opportunity Employer*