

PUBLIC NOTICE

PUBLIC SERVICES COMMITTEE MEETING

Chair: Kim Chamberland

Committee Members: Kyle Mitchell and Sandy Russell

Monday, March 20, 2023 at 4:00 pm

City Council Chambers

745 Center Street, Milford, Ohio 45150

AGENDA

Call to Order

Proceedings: Approval of February 13, 2023, Public Services Committee Minutes

Agenda Items:

- Discussion: Clermont County Engineering Paving Program
- Discussion: Discussion: Terracon Proposal Tier 2 Evaluation
- Discussion: Lease Purchase of Vacuum Truck for Service Department
- And all additional matters that may properly come before the Committee

Adjourn

Public Services Committee

Meeting Minutes

February 13, 2023

Ms. Chamberland called the meeting to order at 4:30 p.m.

Present: Kim Chamberland, Kyle Mitchell, Sandy Russell

Staff: City Manager - Michael Doss, Police Chief - Jamey Mills, Water Department Supervisor Joe Casteel, and Executive Assistant - Jackie Bain

Visitor: none

Appointment of Committee Chairperson – Mr. Mitchell made a motion to appoint Ms. Chamberland as the Chairperson. Seconded by Ms. Russell All yes.

Approval of Minutes: Ms. Chamberland and Mr. Mitchell read and approved the November 9, 2022, Public Services Committee Minutes. Ms. Russell abstained

DISCUSSION: SUPPLY AND DISCHARGE WATERLINE BIDS

Water Department Supervisor Joe Casteel reviewed the February 3 bid opening results with the committee. The lowest bid was from Ford Development Corp in the amount of \$1,214,342.87 for The Wallace Avenue Water Tower – Supply And Discharge Lines Project. Mr. Doss also informed the committee that the bids were competitively bid. We did receive two grants from the Ohio Public Works and also ARPA Funds, which combined both of those we thought would fund the entire project. And they did but we applied for the grants about a year and a half ago. Inflation costs have gone up. For clarification purposes, the total project when we applied for the grant funds was \$1,292,000.00. Ford Development Bid \$1,214,342.87 and last year we entered into an agreement with Brandstetter Carroll to do the engineering on the project. The engineering for both of the projects combined was \$96,500.00. Which is a grand total of \$1,310,842.87. Which is a negative difference of \$18,842.87. We feel that is due to inflationary costs (cost of piping and general cost of doing business). We will have to make up the amount \$18,842.87. The project will start once materials are received/Spring end of summer.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH FORD DEVELOPMENT CORP IN THE AMOUNT OF \$1,214,342.87 FOR THE WALLACE AVENUE WATER TOWER – SUPPLY AND DISCHARGE LINES PROJECT

DISCUSSION: DOWNTOWN PARKING ISSUES AND POSSIBLE ENFORCEMENT

Mr. Doss discussed downtown parking issues that are recognized and being anticipated with warmer weather. Parking lots at 25 Main Street, Municipal Parking lot next to Harvest Market and the Riverside Park parking lot at Victor Stier. Chief Mills spoke about the challenges and possible enforcement. He spoke of the parking situation in Loveland. Chalking lines were also discussed. Which is not effective nor efficient. On street parking was reviewed along with Private lots and City owned lots. He feels there is room there for improvements and it may help if we were to have some type of technology in place. Similar to what Loveland Ohio has. They have a parking map that reflects all of the free parking spots and also shows a paid lot. It is worth exploring so that we can do the same here to provide complimentary on street parking and various lots for parking. Drivers can pay for their spaces in City Hall kiosks or using a phone app. The app allows users to reserve or renew their spaces from a distance, get reminders when their meter is about to run out and pay online. Mr. Doss mentioned that this is an expensive option. This has become a reality for a parking solution. The committee discussed in depth what direction they would like to move forward with. Committee members would like to have more information regarding parking kiosks mobile payments and how to enforce to review and discuss at the next Public Services Committee meeting. Mr. Doss said that he along with Chief Mills and Assistant Chief Mahan will collect additional information regarding prices and recommendations to discuss further with the committee.

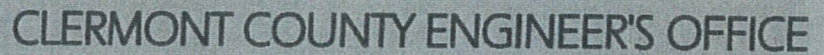
DISCUSSION: WATER METER PURCHASING

Mr. Casteel discussed water meter ordering and would like to place orders for water meter purchasing the same way he processes purchase orders for chemicals for the department. This would allow him to keep up with the replacement of meters as the demand comes in. Mr. Doss stated that the preferred method for placing such orders that require multiple payments over a period of time would be to establish a Blanket Purchase Order.

There being no further business, the meeting adjourned at 5:15 p.m. with a motion from Mr. Mitchell Seconded by Ms. Russell All yes.

Respectfully submitted,
Jackie Bain, Executive Assistant

“These minutes have been approved and adopted by Ms. Chamberland, Mr. Mitchell and Ms. Russell on February 14, 2023.”



Clermont County Engineer

www.clermontengineer.org

Exhibit A

2023 Resurfacing Program- City of Milford

Road Name:	From	To:	Length(mi.):	Width(feet):	Est. Cost:
BEECH STREET	HIGH STREET	MAPLE STREET	0.06	30.5	\$24,241.60
CLEVELAND AVENUE	MILL STREET	238 Cleveland Avenue	0.362	20	\$85,218.89
EDGECOMBE ROAD	MAIN STREET	dead end	0.319	22	\$63,866.20
WINNEBAGO DRIVE	GARFIELD AVENUE	POWHATTON DRIVE	0.217	22.5	\$38,337.80
FDR: Full Depth Repair (No resurfacing)	City of Milford	City of Milford	Total		\$211,664.49

Est. Total Cost \$211,664.49

BEECH STREET

Length(mi.): 0.06

Width(feet): 30.5

Surface Course(in.): 1.5

Prelevel course(in.): 0

From HIGH STREET

To: MAPLE STREET

FDR: No

Length(ft):

Width(ft):

Mill Curb: Yes

Curb Length(ft):

Mill Width(ft):

UNIT COSTEST QTYEST COSTACTUAL QTYACTUAL COST

12 inch Crosswalk

\$3.90 In.ft.

137

\$534.30

24" Stop Line

\$5.90 In.ft.

31

\$182.90

Sanitary Manholes Adjusted Manually

\$1,250.00 Each

2

\$2,500.00

Asphalt Concrete Surface Course, Type 1 (448), PG6

\$220.00 Cubic Yard

44

\$9,680.00

Non-Tracking Tack Coat

\$4.00 Gallon

54

\$216.00

Pavement Planing (full width)

\$4.00 Square Yard

1073

\$4,292.00

Full Depth Repair (6") (Restoration with ODOT #301)

\$60.00 Square Yard

103.44

\$6,206.40

Parking Stall marking (including handicap stall marki

\$2.50 In.ft.

252

\$630.00

BEECH STREETS Sub Total

\$24,241.60

CLEVELAND AVENUE

From MILL STREET

Length(mi.): 0.362

To: 238 Cleveland Avenue

Width(feet): 20

FDR: No

Mill Curb: Yes

Surface Course(in.): 1.5

Length(ft):

Curb Length(ft):

Prelevel course(in.): 0

Width(ft):

Mill Width(ft):

Butt Joint(sq. yd.): 0

Bridge Mill(sq. yd.) 0

speed hump- 22.5x26x.5/27=10.83 cy x 2

	<u>UNIT COST</u>	<u>EST QTY</u>	<u>EST COST</u>	<u>ACTUAL QTY</u>	<u>ACTUAL COST</u>
Pavement Planing (full width)	\$4.00 Square Yard	5220	\$20,880.00		
12 inch Crosswalk	\$3.90 In.ft.	349	\$1,361.10		
Full Depth Repair (6") (Restoration with ODOT #301)	\$60.00 Square Yard	58	\$3,480.00		
Non-Tracking Tack Coat	\$4.00 Gallon	261	\$1,044.00		
24" Stop Line	\$5.90 In.ft.	62	\$365.80		
12 inch Crosswalk (speed hump)	\$6.25 In.ft.	270	\$1,687.50		
Thermoplastic Edge Line	\$2,680.00 Mile	0.213	\$570.84		
Asphalt Concrete Surface Course, Type 1 (448), PG6	\$220.00 Cubic Yard	240	\$52,800.00		
Sanitary Manholes Adjusted Manually	\$1,250.00 Each	2	\$2,500.00		
Thermoplastic Center Line	\$4,950.00 Mile	0.107	\$529.65		
	CLEVELAND AVENUE Sub Total		\$85,218.89		

EDGECOMBE ROAD

From MAIN STREET

Length(mi.): 0.319

To: dead end

Width(feet): 22

FDR: No

Mill Curb: Yes

Surface Course(in.): 1.5

Length(ft):

Curb Length(ft):

Prelevel course(in.): 0

Width(ft):

Mill Width(ft):

Butt Joint(sq. yd.): 0

Bridge Mill(sq. yd.) 0

	<u>UNIT COST</u>	<u>EST QTY</u>	<u>EST COST</u>	<u>ACTUAL QTY</u>	<u>ACTUAL COST</u>
24" Stop Line	\$5.90 In.ft.	40	\$236.00		
Sanitary Manholes Adjusted Manually	\$1,250.00 Each	3	\$3,750.00		
Asphalt Concrete Surface Course, Type 1 (448), PG6	\$220.00 Cubic Yard	182	\$40,040.00		
Non-Tracking Tack Coat	\$4.00 Gallon	219	\$876.00		
Full Depth Repair (6") (Restoration with ODOT #301)	\$60.00 Square Yard	4.67	\$280.20		
Storm Manholes Adjusted by rings	\$300.00 Each	4	\$1,200.00		
Pavement Planing (full width)	\$4.00 Square Yard	4371	\$17,484.00		
	EDGECOMBE ROAD Sub Total		\$63,866.20		

WINNEBAGO DRIVE

Length(mi.): 0.217
Width(feet): 22.5
Surface Course(in.): 1.5
Prelevel course(in.): 0

From GARFIELD AVENUE
To: POWHATTON DRIVE
FDR: No Mill Curb: Yes
Length(ft):
Width(ft):

Butt Joint(sq. yd.): 0
Bridge Mill(sq. yd.) 0

	<u>UNIT COST</u>	<u>EST QTY</u>	<u>EST COST</u>	<u>ACTUAL QTY</u>	<u>ACTUAL COST</u>
Pavement Planing (full width)	\$4.00 Square Yard	2864	\$11,456.00		
Non-Tracking Tack Coat	\$4.00 Gallon	143	\$572.00		
24" Stop Line	\$5.90 In.ft.	22	\$129.80		
Asphalt Concrete Surface Course, Type 1 (448), PG6	\$220.00 Cubic Yard	119	\$26,180.00		
	WINNEBAGO DRIVESub Total		\$38,337.80		

City of Milford Total Cost \$211,664.49

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30043

Ordinance No. 22-178

Passed November 15, 2022

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH THE CLERMONT COUNTY BOARD OF COMMISSIONERS AND CLERMONT COUNTY ENGINEER IN THE AMOUNT OF \$200,000 TO PARTICIPATE IN THE 2023 CLERMONT COUNTY ROAD RESURFACING PROGRAM

Now, Therefore, Be It Ordained By the Council Of The Municipality of Milford, Ohio:

Section I:

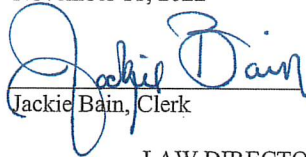
The Council of the City of Milford hereby authorizes the City Manager to enter into an agreement with the Clermont County Board of Commissioners and the Clermont County Engineer in the amount of \$200,000 to participate in the 2023 Clermont County Road Resurfacing Program. The terms and conditions of this agreement are fully incorporated by reference under and in accordance with Section 12.03 of the Milford City Charter.

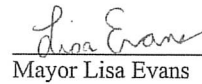
Section II:

Under and in accordance with Section 12.05 of the Milford City Charter, this Ordinance shall become effective immediately upon its passage by City Council.

ADOPTED: November 11, 2022


ATTESTED:


Jackie Bain, Clerk


Mayor Lisa Evans

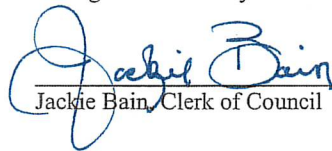
LAW DIRECTOR'S CERTIFICATION

I hereby certify that I have prepared the foregoing Ordinance in accordance with Sec. 12.02 of the Milford City Charter.


Bryan E. Pacheco, Law Director
Reg. No. 0068189

CLERK'S CERTIFICATION

I Jackie Bain, Clerk of Council of the City of Milford, Ohio, do hereby certify that the foregoing Resolution was published by posting the complete text of said Ordinance at five (5) of the most public places in said Municipality as determined by Council as follows: at River Hills Bank, 301 Main Street, Milford, Ohio; at Peoples Bank, 735 Lila Avenue, Milford, Ohio; at Milford Community Fire Department, 687 B US 50, Milford, Ohio; at the Milford Post Office, 100 Castleberry Court, Milford, Ohio; and at the site of the Municipal Building, 745 Center St, Milford, Ohio each for a period of fourteen (14) days commencing on the 17th day of November, 2022


Jackie Bain, Clerk of Council

AGREEMENT FOR RESURFACING OF CITY ROADS

This Agreement, is entered into by and between the Board of County Commissioners of Clermont County, Ohio whose address is 101 East Main Street, Batavia, Ohio 45103 (hereinafter referred to as "County") and the City of Milford whose address is 745 Center Street, Milford, Ohio 45150 (hereinafter referred to as "City") to provide as follows:

WHEREAS, the City has determined to undertake resurface and improvements and/or repair of certain roads within the City roadway system, the exact location of said roadways being set forth in Exhibit A incorporated herein by reference; and

WHEREAS, the City has determined to proceed with resurfacing and restoration of said roadway by unanimous vote of said Council which vote is journalized in the City records as Resolution No. _____ of said City; and

WHEREAS, pursuant to the authority of Section 307.15 and 5535.08 ORC, the City and the County desire to enter into an agreement whereby the County will undertake the public bidding procedure to obtain bids for such improvement and/or repair and resurfacing in accordance with the statutory requirements for such acquisition of public improvements by the City in order to obtain more favorable pricing for said repairs; and

WHEREAS, the City has by resolution approving the execution of this agreement acknowledged that this procedure will result in a savings to the City and will more likely result in lower cost for roadway repair and resurfacing than if the City undertook to obtain such repairs independently;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the coordination of roadway resurfacing and/or improvements within Clermont County:

1. The City has by unanimous vote declared the resurfacing and/or repair of certain roads listed on the City's inventory of roadways to be necessary for public convenience and welfare and therefore have determined to proceed with such resurfacing and/or repair having determined that a cooperative bidding process with the County will most likely result in a lower cost for said repairs to the City by taking advantage of the larger volume of repair and resurfacing available through a combination public bidding process which process will be consistent with the statutory requirements for public bidding by the City.
2. The parties therefore authorize the County Engineer pursuant to Section 307.15 and 5535.08 ORC to proceed with the preparation of the necessary surveys, plans, profiles, cross sections, estimates and specifications as are required for the improvement and find that the County Engineer has consented to perform such services and to assist the parties in a combined public bidding process.
3. The City hereby specifically authorizes the County under the supervision of the County Engineer to undertake to bid for the improvements contemplated in Exhibit A on behalf of said City; to exercise the power of the City with respect to the preparation of bid specifications, public advertisement and receipt of bids; review

and determine the lowest and best bidder and to undertake contracts with the lowest and best bidder on behalf of the City for the improvements contemplated.

4. The County Engineer shall supervise the bidding process, the award of bids and award of contract and shall supervise the execution of the contract and installation of the repairs or resurfacing of the roadways and shall have full power to undertake inspection and approval of all work, authorization of final payment under the contract and release of the contractor and its surety. The Engineer shall further have the authority pursuant to this agreement to undertake necessary change orders that arise as a result of unanticipated conditions or changes in conditions that could not have been reasonably anticipated at the time of the preparation of specifications and the authorization of payment pursuant to such change orders; provided, however, that no change order shall exceed 10% of the original contract price without specific authorization of the City.
5. Upon completion of the bidding process and receipt of public bids, County shall cause the City to be notified of the bids and the anticipated cost along with a request for Purchase Order based upon said bids to the City for the City's portion of the repair or resurfacing. City shall have ten (10) days from said notice to provide the County a Purchase Order committing the necessary funds for the Project. If anticipated cost is less than amount in paragraph 6, the City shall have the right, by unanimous vote, to request the County to resurface and/or repair an additional road(s). City shall have ten (10) days from said notice to notify the County that it wishes to withdraw from the process and the County shall cause the bidder to be notified that the portion of the bids received for the work to be done in Exhibit A is withdrawn and the County shall thereafter enter into no contract with the successful bidder for completion of said work and the parties shall have no further liability to the other arising from this transaction. Upon completion of the work, any unexpended funds paid by the City to the County will be refunded to the City.
6. The City agrees to pay the County upon invoice from the County Engineer the amounts anticipated for such improvement of the City roads as set forth after the bids have been opened, said amount is estimated to be \$200,000.00, said invoices shall specify the contract, the location of the work performed and any other information relevant to the determination by the City of the cost that are being invoiced. All such invoices shall be due within thirty (30) days of mailing to the City and all invoices not paid in full within thirty (30) days shall bear interest at the rate of 10% per annum.
7. The parties agree that in the event of failure of the City to pay the County pursuant to the terms of this agreement, the County shall have the authority to suspend or terminate all work with respect to the City roads in question until such time as payments from the City are brought current.
8. City agrees to indemnify and hold harmless the County from any losses or expenses not to exceed \$200,000.00 arising from the failure of the City to pay the County and incidental to the failure of said payments to be made in timely manner.

9. County shall throughout the term of the construction contracts, require as condition of the contract that the contractor maintain full liability insurance and shall cause the contractor to list the City and the County as an additional insured under any said policies. Said insurance shall include coverage for vandalism and theft, general liability and workers' compensation claims.
10. The term of this agreement shall be for a period of two (2) years from date of execution and the agreement may from time-to-time may be extended in one (1) year increments upon agreement of the parties, said extension to be undertaken in writing by the City to notify the County of the intent to extend the agreement. The expiration of this agreement shall in no way effect the obligation of the parties under existing construction contracts that have been entered into but not yet completed pursuant to this contract during the original term of the agreement in the event that the contract is not extended.
11. This agreement may be terminated upon sixty (60) days written notice to the other party, which notice shall be served in the case of the City upon the County Administrator and in the case of the County upon the City Administrator or if none then upon the City Council. This contract will terminate on the 61st day following the mailing of such notice. However, termination under this provision shall not relieve the parties of responsibility or liability for expenses undertaken by contract prior to said notice.
12. The Engineer shall cause the final plans and specifications to be maintained on file with the City as well as the County when said plans and specifications are released for public bid.
13. Miscellaneous provisions of this agreement are as follows:
 - a. Time is expressly declared to be the essence of this agreement.
 - b. This agreement shall ensure to the benefit of the parties hereto, their successors and assigns and shall be binding upon them in accordance with Ohio law.
 - c. This contract shall be construed in accordance with Ohio law without reference to conflict of laws provisions and any action under this agreement or to enforce this agreement shall be venued in Clermont County, Ohio.
 - d. This agreement constitutes the entire agreement between the parties and supersedes any previous understandings whether written or oral and shall only be modified by agreement in writing past pursuant to legislation of the respective boards of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement pursuant to authority of their respective governing boards with the intent to be legally bound thereby in

conformity with all requirements of Ohio Public Contract law this _____ day of _____, 2022.

ATTEST:

CITY OF MILFORD:

Clerk/Treasurer

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
CLERMONT COUNTY, OHIO:

Gael Fawley, Clerk of the Board

Bonnie J. Batchler, President

David L. Painter, Vice President

Claire B. Corcoran, Member

Reviewed and Approved by:

Jeremy P. Evans, Clermont County Engineer

This agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of
Clermont County, Ohio

By: _____
Joseph Mooney
Assistant Prosecuting Attorney

Exhibit A

2022 Resurfacing Program- City of Milford

Road Name:	From	To:	Length(mi.):	Width(feet):	Est. Cost:
BEECH STREET	HIGH STREET	MAPLE STREET	0.06	30.5	\$21,436.72
CLEVELAND AVENUE	MILL STREET	238 Cleveland Avenue	0.362	20	\$72,252.17
EDGECOMBE ROAD	MAIN STREET	dead end	0.319	22	\$55,372.26
WINNEBAGO DRIVE	GARFIELD AVENUE	POWHATTON DRIVE	0.217	22.5	\$31,831.80
City of Milford Total Cost					\$180,892.95
Contingency					\$19,107.05
Total Estimate					\$200,000.00

2023 City of Milford

City of Milford

Est. Total Cost \$180,892.95

BEECH STREET

From HIGH STREET

Length(mi.): 0.06

To: MAPLE STREET

Width(feet): 30.5

FDR: No

Mill Curb: Yes

Surface Course(in.): 1.5

Length(ft):

Curb Length(ft):

Prelevel course(in.): 0

Width(ft):

Mill Width(ft):

UNIT COST

EST QTY

EST COST

ACTUAL QTY

ACTUAL COST

Asphaltic Concrete Surface Course, Type 1

\$205.00 Cubic Yard

44

\$9,020.00

Full Depth Repair (6")

\$58.00 Square Yard

103.44

\$5,999.52

Sanitary Manholes Adjusted Manually

\$1,200.00 Each

2

\$2,400.00

12 inch Crosswalk

\$4.10 In.ft.

137

\$561.70

24" Stop Line

\$6.10 In.ft.

31

\$189.10

Parking Stall marking (including handicap stall marki

\$2.10 In.ft.

252

\$529.20

Pavement Planing (full width)

\$2.40 Square Yard

1073

\$2,575.20

Non-Tracking Tack Coat

\$3.00 Gallon

54

\$162.00

BEECH STREET Station 5+16.672

CLEVELAND AVENUE

Length(mi.): 0.362

Width(feet): 20

Surface Course(in.): 1.5

Prelevel course(in.): 0

From MILL STREET

To: 238 Cleveland Avenue

FDR: No

Mill Curb: Yes

Length(ft):

Curb Length(ft):

Width(ft):

Mill Width(ft):

UNIT COST**EST QTY****EST COST****ACTUAL QTY****ACTUAL COST**

Thermoplastic Center Line

\$4,920.00 Mile

0.107

\$526.44

Sanitary Manholes Adjusted Manually

\$1,200.00 Each

2

\$2,400.00

Thermoplastic Edge Line

\$2,510.00 Mile

0.213

\$534.63

12 inch Crosswalk

\$4.10 In.ft.

349

\$1,430.90

Non-Tracking Tack Coat

\$3.00 Gallon

261

\$783.00

Pavement Planing (full width)

\$2.40 Square Yard

5220

\$12,528.00

Full Depth Repair (6")

\$58.00 Square Yard

58

\$3,364.00

24" Stop Line

\$6.10 In.ft.

62

\$378.20

Asphaltic Concrete Surface Course, Type 1

\$205.00 Cubic Yard

240

\$49,200.00

12 inch Crosswalk (speed hump)

\$4.10 In.ft.

270

\$1,107.00

CLEVELAND AVENUE SUB TOTAL \$70,250.17**EDGECOMBE ROAD**

Length(mi.): 0.319

Width(feet): 22

Surface Course(in.): 1.5

Prelevel course(in.): 0

From MAIN STREET

To: dead end

FDR: No

Mill Curb: Yes

Length(ft):

Curb Length(ft):

Width(ft):

Mill Width(ft):

UNIT COST**EST QTY****EST COST****ACTUAL QTY****ACTUAL COST**

Asphaltic Concrete Surface Course, Type 1

\$205.00 Cubic Yard

182

\$37,310.00

24" Stop Line

\$6.10 In.ft.

40

\$244.00

Sanitary Manholes Adjusted Manually

\$1,200.00 Each

3

\$3,600.00

Non-Tracking Tack Coat

\$3.00 Gallon

219

\$657.00

Full Depth Repair (6")

\$58.00 Square Yard

4.67

\$270.86

Storm Manholes Adjusted by rings

\$700.00 Each

4

\$2,800.00

Pavement Planing (full width)

\$2.40 Square Yard

4371

\$10,490.40

EDGECOMBE ROAD SUB TOTAL \$53,372.26

WINNEBAGO DRIVE

Length(mi.): 0.217

Width(feet): 22.5

Surface Course(in.): 1.5

Prelevel course(in.): 0

From GARFIELD AVENUE

To: POWHATTON DRIVE

FDR: No

Mill Curb: Yes

Length(ft):

Curb Length(ft):

Width(ft):

Mill Width(ft):

UNIT COST

Pavement Planing (full width)

\$2.40 Square Yard

24" Stop Line

\$6.10 In.ft.

Asphaltic Concrete Surface Course, Type 1

\$205.00 Cubic Yard

Non-Tracking Tack Coat

\$3.00 Gallon

EST QTY

2864

22

119

143

EST COST

\$6,873.60

\$134.20

\$24,395.00

\$429.00

ACTUAL QTYACTUAL COST

Butt Joint(sq. yd.): 0

Bridge Mill(sq. yd.) 0

\$91,351.80

WINNEBAGO DRIVE Sub Total

City of Millford Total Cost \$180,892.95

Michael Doss

From: Pacheco, Bryan <bryan.pacheco@dinsmore.com>
Sent: Sunday, March 12, 2023 10:27 AM
To: Michael Doss
Cc: Pat Wirthlin
Subject: RE: [External] Resurfacing Program Information

Michael,

We just need to pass an amended ordinance with the new bid amount – should be easy-peasy.

Thanks!

From: Michael Doss <mdoss@milfordohio.org>
Sent: Sunday, March 12, 2023 7:26 AM
To: Pacheco, Bryan <bryan.pacheco@dinsmore.com>
Cc: Pat Wirthlin <pwirthlin@milfordohio.org>
Subject: FW: Resurfacing Program Information

Bryan,

City Council passed ordinance 22-178 (see attached) in the amount of \$200,000. This amount was provided by the Clermont County Engineers office as their projection for the City's portion of the program.

I received an update from the Clermont County Engineer that the final bid amount was \$211,664.49.

How should we proceed?

Michael

Michael Doss, MPA, ICMA-CM
City Manager, Milford, Ohio
745 Center Street, Suite 218
Milford, OH 45150
Phone: (513) 576-5460
Email: mdoss@milfordohio.org



From: Jackie Bain <jbain@milfordohio.org>
Sent: Friday, March 10, 2023 11:12 AM

To: Michael Doss <mdoss@milfordohio.org>

Subject: Resurfacing Program Information

Jackie Bain

Clerk of Council/Executive Assistant

745 Center Street Suite 218

Milford, OH 45150

513.831.4192 Ext. 5476

jbain@milfordohio.org

www.milfordohio.org

www.facebook.com/milfordohio



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611 Lunken Park Dr
Cincinnati, OH 45226-1813
P Office Phone
F 513-321-0294
Terracon.com

March 14, 2023

Mr. Michael Doss, MPA, ICMA-CM
City of Milford Ohio
745 Center Street – Suite 200
Milford, OH 45150

Telephone: (513) 579-5450
E-mail: mdoss@milfordohio.gov

Re: Proposal for Tier 2 Evaluation Investigation
Former Sauer's Marathon
300 Main Street
Milford, OH
BUSTR Release #13000064-N00002
Terracon Proposal No. PN1237127

Dear Mr. Doss:

Terracon Consultants, Inc. (Terracon) is pleased to provide this proposal for services related to the preparation of a Tier 2 Evaluation report for the above-referenced release number in response to the Bureau of Underground Storage Tank Regulations (BUSTR) request. Because the existing previously documented soil and groundwater contamination levels remain above the applicable BUSTR Tier 1 delineation action levels for gasoline, there is a need for additional groundwater sampling to determine the existing concentrations in the groundwater.

Scope of Services (see Section 2.0 of attached Proposal Detail)	Tier 2 Evaluation per BUSTR 2012 to include groundwater sampling.
Schedule (see Section 3.0 of attached Proposal Detail)	Delivery of report within four to six weeks following receipt of final laboratory analytical results.
Compensation (see Section 3.0 of attached Proposal Detail)	Lump sum fee of \$16,850.

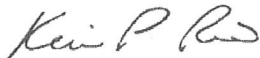
We have attached an Agreement for Services that is incorporated into this proposal and that you must sign to authorize us to do this work. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 60 days.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If this proposal meets with your approval, please sign the attached Agreement for Services and return a copy to our Cincinnati office. Project initiation may be expedited by emailing a signed copy to kevin.reid@terracon.com.

If you should have any questions or comments regarding this proposal, please contact Kevin P. Reid at 513-612-9064.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink that reads "Kevin P. Reid".

Kevin P. Reid, PG
Senior Project Manager

A handwritten signature in blue ink that reads "Ihor Melnyk".

Ihor Melnyk, PE
Department Manager II

Attachments: Proposal Detail
Agreement for Services

1.0 Project Information

The property is the former Sauer's Milford Marathon facility located at 300 Main Street, Milford, Clermont County, Ohio (Facility No. 13000064) (hereinafter, the site). The property is presently a parking lot owned by the City of Milford at the intersection of Main and Locust Street in a mixed commercial and residential area.

In 2014, two 6,000-gallon gasoline underground storage tanks (USTs), one 6,000-gallon diesel UST and one 550-gallon racing gasoline UST and the dispenser pumps were removed from the site in accordance with BUSTR UST 2012 closure requirements. Based on the analytical results of the UST closure, a Tier 1 Source Investigation (T1SI) was initiated. The T1SI included the installation of fifteen monitoring wells (MW-1 through MW-15). The T1SI indicated that the groundwater results for benzene in MW-1, MW-2, MW-3, MW-4, MW-5, MW-10, and MW-11 are above the groundwater ingestions action level. A BUSTR letter approved the Tier 1 Investigation Report and requested a Tier 2 Evaluation, an Interim Response Action, or a Remedial Action Plan.

2.0 Scope of Services

The objective of the proposed work is to conduct a Tier 2 Evaluation, including all of the elements requested in the BUSTR letter. Terracon will provide all project coordination, setup, environmental oversight, field sampling, and regulatory reporting. Terracon will ensure that all work will be performed in accordance with the BUSTR guidelines.

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in an Occupational Safety and Health Administration (OSHA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, while sampling activities are being conducted in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

The proposed Tier 2 scope of work includes the following:

- Gauge and collect one round of groundwater samples from the 15 existing monitoring wells associated with the release. Purge water will be

containerized and left on the site for disposal. The samples will be submitted for laboratory analysis for analysis of BUSTR Analytical Group 1 consisting of benzene, toluene, ethylbenzene, and xylenes (BTEX) and methyl tertiary butyl ether (MTBE) in accordance with US Environmental Protection Agency (US EPA) Method 8260, for the groundwater samples.

- Evaluate groundwater analytical results to determine the appropriate placement of additional wells, if required, for delineation of groundwater impacts to Tier 2 action levels. Note that because the site is in a designated groundwater protection area, BUSTR will require delineation to drinking water standards.
- Perform a land-use survey of properties within 300 feet of the site boundaries to determine whether residential or non-residential standards will apply to the soil.
- Evaluate applicable receptors and exposure pathways using default action levels.
- If analytical results indicate soil and groundwater are delineated to Tier 2 default action levels, Terracon will perform fate & transport modeling of the groundwater impacts and develop preliminary site-specific target levels (SSTLs) for groundwater using default input parameters. If additional delineation is required and or development of site-specific target levels is deemed appropriate, Terracon will contact you to discuss options for additional delineation or remediation and provide a cost proposal for these additional services.
- Prepare a Tier 2 Report for submittal to BUSTR that will include site exhibits, comprehensive analytical tables, results of the fate & transport modeling, and evaluation relative to BUSTR action levels and SSTLs.

Terracon is prepared to commence work on this project following receipt of written notification to proceed. Terracon will schedule the field activities at the earliest availability of field personnel. The standard analytical turnaround time is seven working days (expedited turnaround is available at an additional charge). We will contact you to discuss the findings of the well sampling and preliminary data evaluation within one week of receipt of the analytical results. The draft report will be submitted to you for review, signature, and submittal to BUSTR four to six weeks after receipt of final analytical data. This written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments, and recommendations presented in the written report will be based on the information collected as discussed in this proposal.

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area

during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These Tier 2 services will be performed in accordance with the scope of work agreed with you, our client, as set forth in this proposal and are in general accordance with BUSTR's Technical Guidance Manual, effective July 1, 2012.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during this Tier 2. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations, or exploratory services; the data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

3.0 Schedule and Fee

The Scope of Services outlined in this proposal will be performed on a lump sum for a cost of **\$16,850**, as outlined below:

TASKS	BUDGET
Resampling the existing monitoring wells and evaluation using BUSTR default values	\$4,700.00
Analytical testing for 15 groundwater samples	\$1,000.00
Preparing new tables, maps, and 300 ft evaluation and BUSTR Tier 2 report	\$9,200.00
Disposal of two (2) 55-gallon drums of purge water	\$500.00
Project Management, meetings with the client, and calls with BUSTR	\$1,450.00
Estimated Budget	\$16,850.00

Terracon will make every reasonable effort to control costs and provide the services in a cost-efficient manner.

4.0 Conditions

The scope of services and estimated fee were based on the assumptions and limitations noted below.

4.1 Assumptions

This proposal and cost estimate were prepared based on the following assumptions:

- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services;
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.);
- Field services will be performed in Level D PPE attire. Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site;
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 5:00 pm);
- Traffic control services are not required; and,
- The site and off-site well locations are readily accessible by truck.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

4.2 Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of the Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to

Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Milford OH ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Sauer's Marathon Milford OH BUSTR Tier 2 project ("Project"), as described in Consultant's Proposal dated 03/14/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**Client: **City of Milford OH**By: *Kevin P. Reid* Date: **3/14/2023**

By: _____ Date: _____

Name/Title: **Kevin P. Reid, PG / Senior Project Manager**Name/Title: **Michael Doss / City Manager**Address: **611 Lunken Park Dr
Cincinnati, OH 45226-1813**Address: **745 Center St, Ste 218
Milford, OH 45150-1313**Phone: **(513) 321-5816** Fax: **(513) 321-0294**Phone: **(513) 576-5460** Fax: _____Email: **Kevin.Reid@terracon.com**Email: **mdoss@milfordohio.org**



SALES | SERVICE | PARTS

Sales Proposal
PREPARED FOR
City of Milford Ohio



AS-13D

Quote Date: 8/24/2022

Buyer: Best Equipment Co Inc
Mike Dahlmann
5550 Poindexter Drive
Indianapolis, IN 46235
USA

Quote: 18628

PWO: 3533

Sales Order: 6674361

Estimated Ship Date: TBD

Ship To: Best Equipment Co Inc
Ed Hackmeister
745 Center St Suite 200
Milford, OH 45150
USA

Customer: Milford, Ohio

Customer PO: 22-6559

Chassis Description: Vacall Supplied, New, Freightliner, 325 HP, Auto,
Dual Steer, Non-CARB, D1

Chassis Arrival Date: TBD WILL ADVISE

Chassis Make: Freightliner

Chassis Model: M2-106

Chassis Year:

Chassis VIN#: TBD WILL ADVISE

GVW: 37600

Transmission: Allison 3000 RDS Automatic 5 Speed

Engine Model: Cummins B 6.7L 325 HP

Supplied By: Vacall Supplied

Chassis Paint Code: L0006EB White Elite BC ; 14405143

Spec Code: D1 24 1 6.14 W-JS & HLS

HP: 325 @ 2400 RPM

Vacall Part#: _____

The following is the quote confirmation for a AS-13D. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description	Unit Price	Price
AS-13D	1	13 CUBIC YARD DUAL BROOM) 96" - 154" CLEANING PATH		\$220,137.00
Debris Body				
1190450015	1	6" Decant Valve (Brass Slidegate Valve W/Camlock, Cap & Lanyard)	\$899.00	\$899.00
1190180008	1	Body Vibrator	\$1,411.00	\$1,411.00
1190010004	1	Ladder	\$586.00	\$586.00
1190290005	1	Rear Intake Catch Basin Hose - 12" Hydraulic Swing	\$24,480.00	\$24,480.00
1190540021	1	Screen Washer, W/ 2-1/2" Connector , 13 Yd.	\$2,157.00	\$2,157.00
1160540016	2	Stainless Steel Expanded Metal Filter Screens, Hinged	\$565.00	\$1,130.00
Controls				
1190010005	1	Auxiliary Hydraulic Power Supply	\$2,051.00	\$2,051.00
1190170006	1	Camera System - Four Channel 7" Swivel Colored LCD Monitor (1190170006) With (3) Add'l Camera's (1) 1190170008 (PS Sweep Or Side Mount)1190170009, (DS Sweep Or Side Mount) & 1190170010 (Front Facing)	\$1,735.00	\$1,735.00
Gutter Brooms				
1190310033	1	Dual Tilt Gutter Brooms	\$3,154.00	\$3,154.00
Water Supply System				
1190300001	1	Hannay Hose Reel Rear Mount Retractable	\$1,658.00	\$1,658.00
1150540016	1	Water Tank Fill & Suction Piping 2-1/2"	\$146.00	\$146.00
Chassis				
1190260001	1	Single Fenders/Mudflaps - Aluminum	\$1,505.00	\$1,505.00
Paint				
14405143	1	(Module) STD. White Dupont #N0006 Pt#14405143 W/ Red Decals 1150130003	\$0.00	\$0.00
Power Module				
1190050003	1	Blower, Super Sweep	\$1,419.00	\$1,419.00
Lighting				
1190190016	1	Broom Work Lights - Drivers Side	\$358.00	\$358.00
1190190015	1	Broom Work Lights - Passenger Side	\$454.00	\$454.00
1190190030	1	Rear Work Lights LED (2)	\$600.00	\$600.00

1190190046	1	Strobe Light - Front (2) Class 1 360 Degree Super Bright LED W/ Limb Guard	\$1,763.00	\$1,763.00
1190210003	1	Tailgate LED Strobe Lights, (2) Oval Surface Mounted	\$779.00	\$779.00
Toolboxes				
1290490006	1	12" Tube Rack, Front Bumper	\$353.00	\$353.00
1190490003	1	Tool Box 12" X 24" X 36" Aluminum (Passenger Side Only)	\$879.00	\$879.00
Packaged Items				
80363250	1	Fire Extinguisher (5#)	\$0.00	\$0.00
VA34240095	1	Emergency Road Kit	\$0.00	\$0.00
VA8876-1248C	2	Tube 12"X48" Alum Extension	\$886.00	\$1,772.00
VA8876-1256C	1	Tube 12"X56" Alum Catch Basin	\$900.00	\$900.00
VA6127-0001C	2	Clamp, Overcenter 12" Tube	\$193.00	\$386.00
Accessories				
VA32050004	1	Hydrant Wrench	\$39.00	\$39.00

Machine & Attachment List Price: \$270,751.00

Less Discounts 4.00%: (\$10,830.04)

Total Machine & Attachment Net Price: \$259,920.96

5% Steel Surcharge \$12,996.05

1 Year Standard Warranty \$0.00

Vacall Supplied, New, Freightliner, 325 HP, Auto, Dual Steer, Non-CARB, D1 : \$102,579.00

Total Net Price: \$375,496.01

Terms: NET 30

Standard Warranty: **Module:** 1 Year. **Debris Body:** Untreated Steel or Weathering Steel - 1 Year. **Water Tank:** Polypropylene - 1 Year, Aluminum - Lifetime. **Corrosion** 5 Years.

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio unless otherwise noted.

Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Note: The above quote is valid until 9/23/2022

Model Specs:
Machine equipped standard with:

Sweep Gear:

LH and RH Gutter broom assemblies with 36" steel tempered wire brooms and polypropylene deflector brooms, Dual Vacuum Nozzles with 12" corrugated flexible vacuum hoses and steel replaceable wear liners

Vacuum System:

Variable speed Hydrostatic driven 35" blower fan and propel system supplied by a 70 gal oil tank driven off of a frame mounted transfer case

Debris Body:

Heavy duty A-572 grade 50 steel externally and internally powder coated debris body to include removable filter screens with stainless steel screen tracks hydraulically raised to dump via a rear door equipped with hydraulic wedge locks

Water System:

Variable speed 114 GPM centrifugal driven water pump supplies dust suppression to each gutter broom, nozzle, and inlet tubes all supplied by a 600 gallon, high strength, corrosion resistant, 5052-H32 aluminum water tank filled curbside (limited to 420 gallons on the 13 yard units)

Controls:

Sweeper control station on a pivot mounted pedestal in the cab to include auto store and auto reverse features with a remote pendant control curbside for mobile access

(1) Camera & 7" Two Channel Monitor for Rear Back Up View

Lighting:

LED lighting package for stop/tail/turn/backup in accordance with DOT standards

Packaged Items:

Packaged items to include grease gun, hydrant coupling adapter, 1-1/2" x25' fill hose, hand held water jetting nozzle, 20' of 6" sump drain hose.

Manuals:

(1) Paper Copy Provided For Operator & Safety Manual

Buyer agrees that by signing this Machine Quote and Order it has agreed to purchase the equipment and/or parts and attachments identified herein and has read and agreed to either: (i) Gradall's terms and conditions in a validly executed dealer



Environmental Equipment Financing

January 25, 2023

Municipal Leasing Proposal for:

City of Milford (OH)

EQUIPMENT: New VacAll Sweeper
EQUIPMENT COST: \$375,496.01
COMMENCEMENT: To be determined
STRUCTURE: Municipal Lease Purchase
DOCUMENTATION FEE: None
PURCHASE OPTION: \$1.00

Annual Payments - First Payment Due Thirty (30) Days After Lease Commencement

Term	Five (5) Years	Six (6) Years	Seven (7) Years
Payments	5 @ \$83,119.00	6 @ \$70,935.00	7 @ \$62,253.00
Interest Rate	5.00%	5.00%	5.00%

Annual Payments - First Payment Due One (1) Year After Lease Commencement

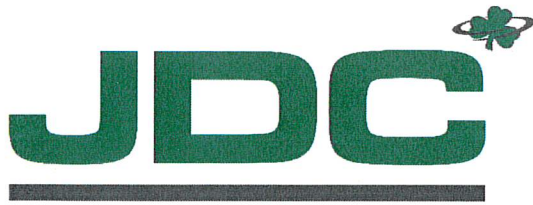
Term	Five (5) Years	Six (6) Years	Seven (7) Years
Payments	5 @ \$86,730.00	6 @ \$73,979.00	7 @ \$64,893.00
Interest Rate	5.00%	5.00%	5.00%

The above rates and payments will be valid for leases funded within thirty (30) days of this quotation and are subject to credit approval.

If you have any questions, please contact David Penoff at 317-500-0190
(david.r.penoff@huntington.com).

BEST EQUIPMENT COMPANY Municipal Lease Purchase Financing underwritten by:

The Huntington National Bank
Phone: 317-500-0190 Fax: 888-200-6313



Date: 3/15/2023
Branch: 1400

MEGAWIND
Megawind Combination Leaf and Debris Vacuum Catch Basin Cleaner and Street Sweeper



Sourcewell Contract #093021-ELG

City of Milford
745 Center St. 200
Milford, OH
Ed Hackmeister
513/473-9317
ehackmeister@milfordohio.org

BM ID: 2023-52489
PROPOSAL ID: 18715

DOHENYCOMPANY.COM

2022 PM

List

Selected

1	1123373	MX-JD 74HP,DL,13YD,T4F/STG V	\$273,015.00	\$ 273,015.00
1	MEGAWIND-MX	MEGAWIND-MX	\$0.00	\$ -
1	1032481	A-16'8"HOSE-EFGJLPSY	\$0.00	\$ -
1	1086637	O+F SBAR FL/NAV,D,MV	\$930.00	\$ 930.00
1	4810001	WHT FREIGHTLINER	\$0.00	\$ -
1	1094405	A-RED LOGO MX	\$0.00	\$ -
1	1096053	A-WAND, 2', ADJ,45	\$400.00	\$ 400.00
1	1095701	O+M/P 1/2 WSHDWN RL	\$1,950.00	\$ 1,950.00
1	1096358	A-12" RR W/H EXT BASIN NZL	\$1,215.00	\$ 1,215.00
1	730166	BROOM MEASUREMENT RULER	\$0.00	\$ -
1	1124119	O+RR LED BCN/ARWBD LED	\$3,865.00	\$ 3,865.00
1	FRT-123-001	FRT-Self Shipping Doc Charge	\$975.00	\$ 975.00
1	701705	AIR PRODUCTS MACH DELIVERY PKT	\$0.00	\$ -
1	1123761	O+AUX HYD PUMP W/DMP MX T4F	\$1,700.00	\$ 1,700.00
1	1078204	A-AIR FIL RST IND LT	\$855.00	\$ 855.00
1	1124238	O-AUTO SHUTTER DL-T4F	\$1,850.00	\$ 1,850.00
1	1096565	A-FLANGE REDUCER 12" TO 10"	\$275.00	\$ 275.00
1	701417	MEGAWIND-MX OPER MANUAL - T4F	\$0.00	\$ -
1	702259	MEGAWIND-MX PARTS BOOK - T4F	\$0.00	\$ -
1	704046	JD 4045TFC03 T4F OPER MANUAL	\$0.00	\$ -
1	704047	JD 4045TFC03 T4F PARTS BOOK	\$0.00	\$ -
1	1123813	O+LH SB TILT W/DSPL-MX-T4F	\$1,290.00	\$ 1,290.00
1	1123812	O+RH SB TILT W/DSPL-MX-T4F	\$1,290.00	\$ 1,290.00
1	702020	ELGIN SAFETY MANUAL	\$0.00	\$ -

Chassis:

1	JDC	Freightlinter M2 106 Plus	\$ 106,553.44	\$ 106,553.44
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Sourcewell Build-Proposal Summary

Module/Options Total:	\$289,610.00
Options Sourcewell Discount 3%:	\$ 8,688.30
Module/Options Total per Sourcewell Price Schedule:	\$280,921.70
Non Sourcewell Options Total:	\$ -
Total with Module and All Options:	\$280,921.70
Chassis:	\$ 106,553.44
Total with Module, Options, and Chassis:	\$387,475.14
PDI:	\$ 2,000.00
Field Training:	\$ 2,000.00
Total:	\$391,475.14

Customer Initials: _____

Terms and Conditions

*****Surcharges or rate increases issued by manufacturer that affect this quote following quote acceptance, but prior to order delivery, will be the responsibility of Buyer. Any surcharge or increase that is applied to this purchase will be applied at same cost as issued by manufacturer.*****

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

All payments to be sent by Wire/ACH or mailed to Jack Doheny Companies, ATTN: Accounts Receivable, L3826, Columbus, OH 43260-3846. Please reference the Invoice No. on all payments.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Following quote acceptance, customer will receive a Build Specification Acknowledgement via Docusign. This must be reviewed and signed within 14 days of receipt to confirm and secure order.

Thank you for your consideration of this proposal.

Sincerely yours,

Rob Stineman

Rob Stineman

Regional Sales Representative

513/673-9708

RobStineman@TeamJDC.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

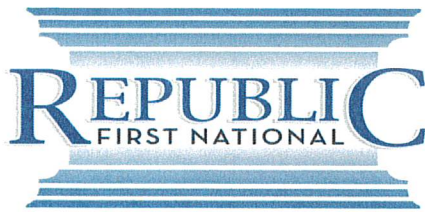
Customer: _____

By: _____

Date: _____

Email: _____

Customer Initials: _____



2525 West State Road 114

Rochester, IN 46975

(800) 700-7878

Fax: (800) 865-8517

www.republicfirstnational.com

March 16, 2023

To: Roxanne Vermeesch
Vendor: Jack Doheny Company
From: Stephanie Perez

Customer: City of Milford

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) Combination Leaf and Debris Vacuum Catch Basin Cleaner and Street Sweeper

Unit Cost: \$ 391,475.14
Down Payment: \$ 0.00
Net Financed: \$ 391,475.14
Frequency of Payments: Annual

No. of Payments:	<u>5</u>	<u>6</u>	<u>7</u>
Payments:	\$ 90,795.60	\$ 77,550.29	\$ 68,133.23
Factor:	0.23193	0.19810	0.17404
APR:	5.15%	5.17%	5.19%

Delivery Date: To be determined
First Lease Payment Due: March, 2024

- * A document fee of \$299 is due upon signing.
- * To qualify for the quoted rates, audited financial statements required.
- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Stephanie Perez
stephanie@rfnonline.com