



PIQUA CITY COMMISSION REGULAR MEETING

TUESDAY, FEBRUARY 3, 2026

5:00 PM

COMMISSION CHAMBER - 2ND FLOOR

201 WEST WATER STREET

PIQUA, OHIO 45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

Proclamation designating February 6, 2026, as Edna Stiefel Day in the City of Piqua

WORK SESSION

For the consideration of the Fourth Ward Commissioner

ADJOURNMENT TO EXECUTIVE SESSION

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

EXECUTIVE SESSION

ADJOURNMENT FROM EXECUTIVE SESSION

ROLL CALL

Presentation

Oath of Office for Fourth Ward Commissioner

MOTION TO APPROVE BUSINESS AGENDA

- 1) Rules of Conduct

CONSENT AGENDA

- 1) **Approval of Minutes**
Approval of the Minutes from the January 20, 2026, Regular City Commission Meeting
- 2) **Resolution No. R-22-26**
A resolution appointing members to the Miami Valley Regional Planning Commission (MVRPC)

OLD BUSINESS

NEW BUSINESS

1) **Ordinance No. O-1-26**

An Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2026

2) **Resolution No. R-13-26**

A Resolution Authorizing A Purchase Order to Ticon Paving, Inc for Paving Rehabilitation and Restoration Work

3) **Resolution No. R-14-26**

A Resolution Authorizing a Purchase Order to Pohlkat Inc. for Removal and Disposal of Lime Residual, not to exceed \$375,000

4) **Resolution No. R-15-26**

A Resolution authorizing a Purchase Order with Synagro Central, LLC for services of Wastewater Biosolids Removal and Land Application, not to exceed \$125,000

5) **Resolution No. R-16-26**

A Resolution authorizing a Purchase Order to Greentech Corporation for the Mowing & Trimming Services for the Water Department during 2026, not to exceed \$76,000

6) **Resolution No. R-17-26**

A Resolution authorizing a Purchase Order to Valley Truck Centers for the Purchase of a 2026 F600 Cab and Chassis for the Underground Utilities Dept., not to exceed \$75,000

7) **Resolution No. R-18-26**

A Resolution authorizing a Purchase Order to K.E. Rose Company for the Upfit of a Dump Body for the F600 Truck for the Underground Utilities Dept.

8) **Resolution No. R-19-26**

A Resolution authorizing a purchase order to Best Equipment Co. for the purchase of a Vac-Con Hot Shot Freightliner 114SD for the Underground Utilities Dept.

9) **Resolution No. R-20-26**

A resolution authorizing the Municipal Government Complex Elevator Modernization Project, Phase II

10) **Resolution No. R-21-26**

A Resolution authorizing the use of space within the Piqua Municipal Government Complex by a United States Representative.

CITY MANAGER'S REPORT

COMMISSIONERS COMMENTS

ADJOURNMENT

NON-AGENDA PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission on Non-agenda items after the adjournment of the Business Agenda. Comments will be limited to seven (7) minutes.)

P R O C L A M A T I O N

WHEREAS, Edna Stiefel has served the Piqua community as a dedicated volunteer for nearly 60 years and counting; and

WHEREAS, Edna's community volunteerism began in 1968 when she and her sorority, Beta Sigma Phi, presented "Breakfast with Santa" for all the children of Piqua; and

WHEREAS, Edna co-chaired the Pro Piqua Focus newsletter in 1995 to spread good news and heart-warming stories about Piqua's residents; and

WHEREAS, Edna, along with her daughter, the late Cheryl Stiefel-Francis, volunteered her time to the successful annual Taste of the Arts event, one of the community's most popular events; and

WHEREAS, Edna remains a valued member of the Dollars for our Scholars fundraiser committee for Piqua Catholic School as she has for 25 years; and

WHEREAS, Edna and her husband, Paul, formed the North Parks Neighborhood Association in 2008, and it remains active today; and

WHEREAS, Edna served on the City of Piqua Park Board for 10 years and is a founding member of the Friends of the Piqua Parks, currently serving as its vice president; and

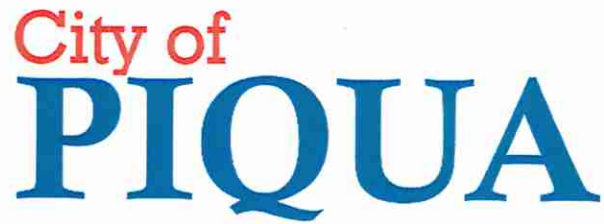
WHEREAS, Edna serves as the chair of the Spiritual Development Committee of the YWCA Piqua; and

WHEREAS, Edna has improved the quality of life for the residents of Piqua and will be celebrating her 90th birthday on February 6, 2026.

NOW, THEREFORE, I, Jim Vetter, Mayor of the City of Piqua, Ohio, do hereby proclaim Friday, February 6, 2026, as Edna Stiefel Day in the City of Piqua.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Piqua, Ohio, this 3rd day of February 2026.

JAMES D. VETTER, MAYOR



CITY COMMISSIONER

OATH OF OFFICE

I, Commissioner from the Fourth Ward of the City of Piqua, Ohio, solemnly swear (or affirm) that I will obey the Constitution and Laws of the United States and of the State of Ohio, that I will in all respects observe the provisions of the Charter and Ordinances of the City of Piqua, and faithfully discharge the duties of the office of City Commissioner.

Commissioner, Fourth Ward

*STATE OF OHIO }
 }
COUNTY OF MIAMI } SS:*

Sworn to and subscribed in my presence this 3rd day of February, 2026.

*Jessica L. Stiltner
Law Director*

PROCEDURAL RULES AND RULES OF CONDUCT FOR CITY COMMISSION MEETINGS

BUSINESS AGENDA

1. Commission meetings shall be called to order by the mayor or presiding officer of the meeting. The clerk shall call the roll of the Commissioners.
2. The mayor or presiding officer shall thereafter lead the Commission in the Pledge of Allegiance.
3. Upon roll call being completed, the Business Meeting of the Commission shall commence.
4. The Commission shall, if necessary, add or remove items to the Business Agenda and approve the agenda once it is established.
5. After approval of the agenda, the Commission shall vote on approval of the minutes of prior meetings.
6. After the establishment of the agenda, the Commission shall permit public comment by the citizens of Piqua as required by Section 4 of the Piqua Charter on any approved agenda item. Any person providing public comment shall provide his or her name and street address prior to making any comments.
7. Any non-citizen may also participate in public comment if an ordinance or resolution made part of the agenda affects his or her business located within the city of Piqua or utility service they receive within the city of Piqua. Any non-citizen shall state his or her name and either what business he or she operates that is being affected by an ordinance or resolution, or what property address inside the city limits that he or she is receiving utility service.
8. Any person providing public comment may speak once for up to a total of five minutes on each resolution and ordinance made part of the agenda. No person shall be permitted to comment twice on an agenda item.
9. Once public comment is completed, the Commission shall immediately begin debate and deliberate on each agenda item. No public comments from the public shall be permitted during the debate and/or deliberation of ordinances and resolutions by the commission.

10. After deliberation on ordinances and resolutions, votes on ordinances shall be recorded by roll call and votes on resolutions may be recorded by voice vote; if a commissioner wishes to have a roll call vote on a resolution, any commissioner may request the clerk to call the roll to record the vote. The Clerk of Commission shall record the vote tally for each ordinance and resolution.
11. During the Business Agenda, only city employees including department heads and guests of department heads to discuss matters affecting the city, the Piqua Chamber Director, the Main Street Piqua Director, may make presentations during the Business Agenda part of the meeting.
12. At the completion of the Business Agenda, the mayor may or may not permit commissioners to address the community for the good of the city. Afterwards, the commissioners shall call the business meeting of the commission to a close and city staff may be excused.

NON-AGENDA PUBLIC COMMENT

13. Non-agenda public comment sessions may, upon the discretion of the Commission, commence after the regular business meeting of the commission adjourns.
14. Any non-agenda public comment shall not begin after 9 p.m. and shall not continue after 9 p.m.
15. Comments by the public shall be addressed to the Commission and mayor and shall be limited to a seven-minute period per person. Under no circumstances should the Commission or mayor interrupt any person's seven-minute time period unless the individual violates the Rules of Conduct or the individual commenting requests interactive dialogue. If a Commission member or the mayor comment during an individual's allotted time, the time taken for any comment by Commission members or the mayor shall not be deducted from the individual's allotted seven minutes so that they receive their full allotted time to speak. No person may speak more than one time during any non-agenda public comment session.
16. All comments shall be related to city business or activities.
17. The Clerk of Commission shall not be under any obligation to keep minutes of the non-agenda public comment session.

18. Public comment time shall be only afforded to persons who live within the City of Piqua city limits, Springcreek Township, Washington Township and/or Miami County or own property within the city or own a business within the city limits.
19. Any person providing public comment shall provide his or her name and street address prior to making any comments.
20. Any individual attending the Non-Agenda Public Comment period of the City Commission meeting may have signs that do not exceed 8 ½ x 11 in size. Such signs shall not be displayed in a way that obstructs the view of any other individual attending the meeting or any camera recording the meeting.

RULES OF CONDUCT

Recognizing that the city has a compelling and significant interest in conducting its meetings in an efficient manner, the following Rules of Conduct shall be enforced during the Commission Business Meeting and the Non-Agenda Public Comment session:

1. Obscene comments, physically threatening remarks, and disruptive conduct are prohibited;
2. Profanity that is disruptive is prohibited;
3. Racist and hate-filled epithets are prohibited;
4. Loud and boisterous conduct or comments are prohibited;
5. Cheering, jeering or clapping, unless for ceremonial purposes as determined by the mayor, are prohibited;
6. Noisemakers are prohibited;
7. All persons shall remain seated during commission meetings unless they are leaving the Commission Chambers or are addressing the Commission from the podium;
8. Any person desiring to make a public comment shall complete a public comment request card provided by the Clerk of Commission and shall deposit the card in the public comment request box. The box will be monitored throughout public comment

sessions and cards will be given to the mayor or presiding officer by the commission's designee during public comment sessions;

9. The mayor shall call the persons requesting to make public comment during the appropriate public comment periods;
10. When called by the mayor to address the Commission, the individual called shall address the Commission from the commission podium unless the person so called has a medical condition that prevents the individual from doing so; in such case, the mayor will make every attempt to accommodate the individual so his or her comments are heard by the public;
11. If during the non-agenda public comment session, the public comment cards have not all been called prior to the end of the meeting, the individuals not called will be placed at the top of the list for presenting comments at the next scheduled meeting;
12. If during the non-agenda public comment session, the public comment cards have been exhausted and the meeting has not been concluded, individuals who have not spoken may request to do so until the conclusion of the meeting.

Any individual violating a commission rule shall be warned by the mayor or presiding officer of the violation, and if such individual does not cease the activity so warned, he or she shall be asked to leave city hall. If an individual refuses to comply with the mayor or presiding officer's directive to leave city hall, the individual may be charged criminally for his or her conduct.

**PIQUA CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, JANUARY 20, 2026**

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ROLL CALL

All current Commissioners were present.

PRESENTATION

- 1) Proclamation in Recognition of Catholic School Week

The Proclamation was read by Commissioner DeBrosse.

WORK SESSION

For the consideration of the Fourth Ward Commissioner

The rules of the Work Session were read by Law Director Jessica Stiltner then a video outlining the City of Piqua's City Manager form of government was played.

The Ward 4 Commission Candidates present were:

Sabastian Karabinis, Jane Hart, Rhett Dziech and Phil Wead. The Ward 4 Commission candidates were given questions round robin style by each of the four commissioners. The questions are attached to the end of the minutes.

ADJOURNMENT TO EXECUTIVE SESSION

A motion to adjourn to Executive Session was made by Commissioner DeBrosse and seconded by Commissioner Walker. All in favor. Motion carried.

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

EXECUTIVE SESSION

ADJOURNMENT FROM EXECUTIVE SESSION

A motion to adjourn from Executive Session was made by Commissioner DeBrosse and seconded by Commissioner Walker. All in favor. Motion carried.

ROLL CALL

PRESENTATION

Mayor Vetter announced that the commission would be reopening the advertisement for the 4th Ward Commissioner until February 2, 2026 and keep the current candidates' applications for consideration. A motion to table the Presentation was made by Commissioner Walker and seconded by Commissioner Simmons. All in favor. Motion carried.

- 1) Oath of Office for Fourth Ward Commissioner

MOTION TO APPROVE BUSINESS AGENDA

A motion to approve the Business Agenda was made by Commissioner Simmons and seconded by Commissioner Walker. All in favor. Motion carried.

- 1) Rules of Conduct

CONSENT AGENDA

- 1) **Approval of Minutes**

Approval of the Minutes from the January 6, 2026, Regular City Commission Meeting

A motion to approve the Minutes from the January 6, 2026 City Commission Meeting was made by Commissioner Walker and seconded by Commissioner DeBrosse. All in Favor. Motion Carried.

- 2) **Resolution No. R-7-26**

A resolution of appreciation for the second half of 2025 City of Piqua Volunteers

Mayor Vetter thanked the volunteers that are included in the list in the packet. Announced that there will be upcoming opportunities to serve on one of our many Boards or Committees. A motion to approve Resolution No. R-7-26 was made by Commissioner Simmons and seconded by Commissioner DeBrosse. All in favor. Motion carried.

- 3) **Resolution No. R-8-26**

A resolution appointing Nathan Hughes to the Park Board

A motion to appoint Nathan Hughes to the Park Board was made by Commissioner DeBrosse and seconded by Commissioner Simmons. All in favor. Motion carried.

4) Resolution No. R-9-26

A resolution appointing Joshua Donovan to the Park Board

A motion to appoint Joshua Donovan to the Park Board was made by Commissioner DeBrosse and seconded by Commissioner Walker. All in favor. Motion carried.

5) Resolution No. R-10-26

A resolution appointing Kirby King to the Park Board

A motion to appoint Kirby King to the Park Board was made by Commissioner Simmons and seconded by Commissioner Walker. All in favor. Motion carried.

6) Resolution No. R-11-26

A resolution appointing Angela Pearson to the Park Board

A motion to appoint Angela Pearson to the Park Board was made by Commissioner DeBrosse and seconded by Commissioner Walker. All in favor. Motion carried.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

1) Resolution R-12-26

A resolution authorizing an increase to the purchase order to Encompass Engineers & Architects, Inc. for economic development engineering and construction oversight services

Presented By RJ Monnier. Commissioner DeBrosse asked if this increase will get the city through the calendar year and RJ answered yes. RJ mentioned the funds will be reimbursed. Commissioner DeBrosse asked for clarification about how the city will be reimbursed for the funds. RJ stated that these funds will be reimbursed by the company once construction is set to start and placed into an escrow account. Kim Heisler asked if there will be a separate bank account for these funds and why an increase if this process was already going forward? Finance Director Jerry O'Brien answered that, yes there will be a separate bank account set up before the contract is signed. RJ answered the increase is due to changes to the scope of work. A motion to approve Resolution No. R-12-26 was made by Commissioner DeBrosse and seconded by Commissioner Walker. Mayor Vetter, Commissioners DeBrosse and Walker voted in favor. Commissioner Simmons voted against. Motion carried by a vote of 3-1.

CITY MANAGER'S REPORT

The Utilities Department will be conducting field inspections of pipe materials. Centerpoint Energy will be out doing upgrades to the gas lines. Traffic could be impacted on several

local streets.

The Utility Department donated lab equipment to Edison Community College.

The Power Systems Department made a presentation to 7th graders.

COMMISSIONERS COMMENTS

Commissioner Simmons - waived comment

Commissioner Walker - stay warm and keep your pets inside

Commissioner DeBrosse - yielded

Mayor Vetter - Reminder about water lines. Looking for volunteers for the spay/neuter program.

ADJOURNMENT

Commissioner DeBrosse made a motion to adjourn. Commissioner Walker seconded. All in favor.

Motion carried.

NON-AGENDA PUBLIC COMMENT

(This is an opportunity for citizens to address the City Commission on Non-agenda items after the adjournment of the Business Agenda. Comments will be limited to seven (7) minutes.)

JAMES VETTER, MAYOR

PASSED:

ATTEST:

COMMISSION CLERK

1. Piqua operates under a city charter form of government. How do you view the role of a City Commissioner within this structure?
2. Have you lived in the 4th Ward for at least one year?
3. Ward 4 includes a diverse mix of neighborhoods and residents. How would you stay connected with constituents, gather feedback, and ensure that the needs of Ward 4 are represented effectively during your four-year term?
4. How would you balance ward-specific priorities with decisions that impact the entire city?
5. What do you view as the top priorities for the city for the next 4 years?
6. Do you have any conflicts of interests with the City of Piqua? What would you do if a conflict of interest should arise if you were appointed as the Ward 4 Commissioner?
A conflict of interest is defined as any actual, perceived, or potential conflict in which it reasonably appears that an elected official's action, inaction, or decisions are or may be influenced by a personal or business relationship. It includes conflicts defined and prohibited by state law.
7. Do you have the ability to be prepared for each meeting to consider all legislation, discuss all public issues on the agenda, listen courteously and attentively to all public discussions before the body, and focus on the business at hand?
8. Tell us about a time you've had to make a difficult decision that affected others. How did you weigh input, consider long-term consequences, and communicate your decision? How would that experience guide you as a Commissioner?

Resolution No. R-22-26

**A resolution appointing members to the Miami Valley Regional Planning Commission
(MVRPC)**

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: Kenton Kiser, Engineering Manager, is hereby appointed as delegate to the Technical Advisory Committee of the Miami Valley Regional Planning Commission (MVRPC) until his successor is confirmed and qualified.
- SEC. 2: Chad Henry, City Planner, is hereby appointed as an alternate delegate to the Technical Advisory Committee of the MVRPC until his successor is confirmed and qualified.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter	_____
Commissioner Paul Simmons	_____
Commissioner William Walker	_____
Commissioner Frank DeBrosse	_____
Commissioner	_____

2026 MVRPC Governmental Member Board of Directors Delegate Form

Jurisdiction Name: City of Piqua

Board Delegate

Your delegate appointment must be an elected official. The designation becomes effective upon submission. Please designate a delegate who is able to attend Board meetings to help ensure a quorum. The Board meets on the first Thursday of each month at 9:00 a.m. In the event that your board delegate is unable to attend, an alternate may vote.

Name of
Delegate: James Vetter

Title: Mayor

Term Expires: 12/31/2027

Number of Years Served on MVRPC Board:

Office Address: 201 W. Water St., Piqua, OH 45356

Preferred Mailing Address: Same as Above

Main Office
Phone: 937-778-2074

Direct Line or
Cell Phone: 937-778-1696

Preferred Email: ward1comm@piquaoh.gov

Board Alternate

The alternate can be either an elected official or the chief executive/administrative officer. (Will receive all Board meeting announcements, important membership information, Press releases and monthly newsletters)

Name of
Alternate: Kyle Hinkleman

Title: Community Services Director

Office Address: 201 W. Water St., Piqua, OH 45356

Preferred Mailing
Address: Same as Above

Main Office
Phone: 937-778-2049

Direct Line or
Cell Phone: 937-778-2046

Preferred
Email: khinkleman@piquaoh.gov

Clerk/Executive or Administrative Assistant

(Will be copied on Agency correspondence with Board Delegate)

Name: Kimberly Hughes

Title: Commission Clerk

Phone: 937-778-2074

Email: khughes@piquaoh.gov



MVRPC 2026 TAC COMMITTEE DELEGATE FORM

Jurisdiction Name: City of Piqua

***PLEASE NOTE: Your appointment (both member and alternate)
must be employees or appointed officials of your organization.***

Name of Delegate: Kenton Kiser

Title: Engineer Tech

Office Address: 201 W. Water St., Piqua, OH 45356

Preferred Mailing Address: Same as Above

Main Office Phone: 937-445-2049

Direct Line or Cell Phone: 937-778-2045

Preferred Email: kkiser@piquaoh.gov

Name of Alternate: Chad Henry

Title: City Planner

Office Address: 201 W. Water St., Piqua, OH 45356

Preferred Mailing Address: Same as Above

Main Office Phone: 937-778-2049

Direct Line or Cell Phone: 937-778-2033

Preferred Email: chenry@piquaoh.gov

City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.1.

MEETING DATE	February 3, 2026	
REPORT TITLE	Ordinance No. O-1-26 An Amended Ordinance to make appropriations for the City of Piqua, Ohio for the year 2026	
SUBMITTED BY	Jerry O'Brien, Director Finance	
AGENDA CLASSIFICATION	Ordinance	
BACKGROUND	The changes to the appropriations are due to changes in plans after the 2026 budget was completed. The expenditures for the data center project are being funded by the company. The company will be depositing an amount equal to each contract into an escrow account from which the City will draw checks to pay for the contract invoices for the City infrastructure. The funds must be deposited into the escrow account before the contract is signed and the contract moves forward. The company contributions will be recorded as revenue in the City ledgers and will offset the cost of the construction contracts. SECTION 1: This increase is due to a change in the estimate for road improvements related to the data center project. SECTION 2: Capital outlay is being increased due to changes in estimates for water line extensions and a booster station related to the data center project. SECTION 3: Capital outlay is being increased due to changes in estimates for sewer line extensions and a booster station related to the data center project.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$3,049,820
	Expenditure \$:	
	Source of Funds:	various funds

	Narrative:	
ATTACHMENTS	1.	2026 Supplemental Appropriations 2-3-26

ORDINANCE NO. O-1-26
AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE
CITY OF PIQUA, OHIO FOR THE YEAR 2026

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

ACCOUNT	2026 BUDGET	INCREASE (DECREASE)	2026 REVISED BUDGET
SEC. 1: That there be appropriated from the STREET INCOME TAX FUND (103)			
Operation & Maintenance	\$ 2,086,954		\$ 2,086,954
Capital Outlay (including labor)	5,244,070	200,000	5,444,070
TOTAL	\$ 7,331,024	\$ 200,000	\$ 7,531,024
SEC. 2: That there be appropriated from the WATER SYSTEM FUND (403)			
Personal Services/Administrative Support	\$ 1,827,399		\$ 1,827,399
Operation & Maintenance	5,930,876		5,930,876
Capital Outlay (including labor)	23,761,001	1,471,228	25,232,229
Transfer Out	2,665,135		2,665,135
TOTAL	\$ 34,184,411	\$ 1,471,228	\$ 35,655,639
SEC. 3: That there be appropriated from the WASTEWATER SYSTEM FUND (404)			
Personal Services/Administrative Support	\$ 1,538,368		\$ 1,538,368
Operation & Maintenance	2,884,252		2,884,252
Capital Outlay (including labor)	12,411,096	1,378,592	13,789,688
Transfer Out	2,564,766		2,564,766
TOTAL	\$ 19,398,482	\$ 1,378,592	\$ 20,777,074

SEC. 4: That the sum appropriated are actual expenditures for goods and services or other government functions performed in the calendar year 2026. 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. 5: 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. 6: 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 2026 when passed and legally contracted for in conformity by law.

SEC. 7: 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, 2026; except those that are to be reimbursed by federal, state or other grant programs that were previously approved by this Commission.

SEC. 8: That all ordinances, or parts of ordinances, inconsistent with this ordinance be and they are hereby repealed.

James D. Vetter, 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:

Mayor James D. Vetter _____

Commissioner Rick Walker _____

Commissioner Paul Simmons _____

Commissioner Frank DeBrosse _____

Commissioner _____

City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.2.

MEETING DATE	February 3, 2026	
REPORT TITLE	<u>Resolution No. R-13-26</u> A Resolution Authorizing A Purchase Order to Ticon Paving, Inc for Paving Rehabilitation and Restoration Work	
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	Ticon Paving, Inc. was the lowest bidder for asphalt restoration work in 2025. They repair pavement that has been disturbed by underground utility work and other street-related work. This is coming as a Resolution because needed contracted services will exceed \$75,000. This amount varies year to year based on the amount of pavement restoration work needed.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$150,000
	Expenditure \$:	\$150,000
	Source of Funds:	403-308-675-7204 \$100,000 404-406-728-7204 \$30,000 411-402-701-7204 \$20,000
	Narrative:	Operating budget expenses from Water, Sewer, and Storm funds. Increased lead service line investigation and repairs, mandated by the Ohio EPA, has increased this amount and is expected to keep it elevated through 2027.
ATTACHMENTS	1. Bid tab IFB 2414	

Resolution No. R-13-26

A Resolution Authorizing A Purchase Order to Ticon Paving, Inc for Paving Rehabilitation and Restoration Work

WHEREAS, The City of Piqua sent an Invitation for Bid for Asphalt Repair on September 27, 2024 with a deadline to receive sealed bids in the Finance Department no later than 2:00 p.m. on October 18, 2024; and

WHEREAS, there were three bids received.

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 Ticon Paving, Inc. for paving rehabilitation work, not to exceed \$150,000.
- SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the city treasury in payment according to contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter _____
Commissioner Rick Walker _____
Commissioner Paul Simmons _____

City of Piqua, OH
Asphalt Repair Bid #2414
for Underground Utilities Dept.

Opened 10/18/24 at 2:00 p.m.

	Ticon Paving, Inc.	Western Ohio Asphalt	Walls Bros. Asphalt
1. Price per repair	\$ 589.98	\$ 580.00	\$ 3,120.00
2. Additional cost for repairs exceeding 24 sq. ft.	\$ 7.58	\$ 18.00	\$ 130.00
Renewal thru 2027	yes	yes	yes
10% discount on patches with more than 150 additional sq. ft. per patch			
20% discount on patches with more than 300 additional sq. ft. per patch			

City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.3.

MEETING DATE	February 3, 2026	
REPORT TITLE	Resolution No. R-14-26 A Resolution Authorizing a Purchase Order to Pohlkat Inc. for Removal and Disposal of Lime Residual, not to exceed \$375,000	
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	Bid # 2320 was opened on May 4, 2023 for the removal of residuals from the lime lagoon. Twelve companies were sent the bid packet but Pohlkat Inc. was one of only two companies to bid on the project. Pohlkat Inc. has successfully provided this type of service for at least the last 18 years. They drag the lime to the side of the lagoon, pump it into semi-tankers, weigh it and then haul it to farmers' fields. This service is necessary to keep the lagoon from getting too full and overflowing.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$375,000
	Expenditure \$:	\$375,000
	Source of Funds:	403-306-655-7553
	Narrative:	The amounts vary each year depending on the amount of lime sludge we ask Pohlkat to remove. At the current pricing of \$89.25/ton, they will be removing 4,200 dry tons.
ATTACHMENTS	1. Bid tab 2320 2. Pohlkat contract 2023	

Resolution No. R-14-26

A Resolution Authorizing a Purchase Order to Pohlkat Inc. for Removal and Disposal of Lime Residual, not to exceed \$375,000

WHEREAS, in 2023, the Purchasing Department advertised for bids for the removal and disposal of lime residual from the lime lagoon at the Water Plant; and

WHEREAS, and after proper advertisement, bids were opened, resulting in the tabulation of bids as listed in Exhibit "A" attached hereto;

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

- SEC. 1: A contract for said removal and disposal of lime residual is hereby awarded to Pohlkat Inc. as the best, responsible bidder and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications from 2023 with the option to renew for 2026.
- SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the City treasury in payment according to contract terms, not exceeding a total of \$375,000 for 2026.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter _____

Commissioner Rick Walker	_____
Commissioner Paul Simmons	_____
Commissioner Frank DeBrosse	_____

IFB #2320 Lime Residuals Hauling & Disposal Services "Exhibit A"
Bid Opening 5/4/23 at 2:00 p.m.
Bid Tabulation

	<u>Price per ton for 2023</u>	<u>Price per ton for 2025</u>	<u>Price per ton for 2027</u>
1. Pohlkat Inc. Sidney, OH 45365	\$ 85.00	\$ 87.12	\$ 89.25
2. Wing Environmental Oxford, OH 45056	\$ 130.00	\$ 136.50	\$ 143.30

AGREEMENT 403 - 2023

This Agreement is hereby entered into this 31st day of May, 2023, between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Pohlkat Inc. ("Contractor") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to use Polhkat for the removal and disposal of lime residual from it's lime lagoon and has advertised for bids in accordance with the laws of the City of Piqua; and

WHEREAS, Pohlkat Inc. ("Contractor") was the successful contractor as a result of the open process; and

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the bid specifications;

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

I. PARTIES

1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."
2. Contractor: Contractor is Pohlkat Inc. which is the provider of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

1. Perform removal and disposal of lime residual from the City's lime lagoon as shown on Exhibit A, your bid submittal.

III. COMPENSATION

1. The agreed upon rate is \$85.00/ton for 2023 and is shown on the Exhibit A for a not-to-exceed total of \$150,00.00 for 2023 year, with a renewal option for 2025 & 2027.

IV. LAW AND TERMS OF AGREEMENT

1. Subcontracting:

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the Piqua Contract & Purchasing Manager. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies:

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

3. Law to Govern and Forum:

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

4. Amendment:

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

5. Entirety:

This Agreement and the Exhibit attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

6. Waiver:

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

7. Hold Harmless and Indemnification:

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

8. Insurance:

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars (\$1,000,000) for liability for acts of the Contractor or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

"The City of Piqua, Ohio, its elected and appointed Officials, all employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess."

Each entity must provide a certificate of insurance that has at least \$1 million commercial general liability coverage per occurrence or \$2 million aggregate on ISO Form CG 00 01 12 07. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

9. Notice:

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

To The City of Piqua:
Beverly Yount, NIGP-CPP, CPPB
Purchasing Department
201 West Water Street
Piqua, Ohio 45356

To the Contractor:
James Pohlkat, President
Pohlkat Inc.
P.O. Box 4337
Sidney, OH 45365

10. Independent Contractor:

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

11. Audit:

At any time the City shall have the right to request an audit of the Contractor's records to determine compliance with the terms of this Agreement. Upon such request by the City, the Contractor shall permit inspection of its records within two (2) days. Failure to comply with the City's request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.

12. Assignment:

This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City's approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Contractor.

13. Default:

Should the Contractor default on any provision of this Agreement, the City shall provide written notice of the default and Contractor shall have a period

of thirty (30) days to cure the default. If the Contractor does not cure the default within the allotted period, the City may cure the default and assess the costs to the Contractor or may terminate the Agreement for reason that said Contractor has breached this Agreement and was considered in default.

14. Termination:

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

15. Term:

The term of this Agreement shall be for the year 2023. Said term is renewable for 2025 & 2027 upon mutual agreement of both parties.

16. Conflict of Interest:

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

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

17. Waiver:

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

18. Proprietary Materials:

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

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

19. Ownership of Property:

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

The Contractor acknowledges that the City of Piqua is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law.

20. Warranty:

The Contractor warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

V. SIGNATURE

The parties enter into this Agreement this 31st day of May, 2023, as executed and witnessed in accordance with the below signatures.

CITY OF PIQUA

By:


L. Paul Oberdorfer, City Manager

Witness:

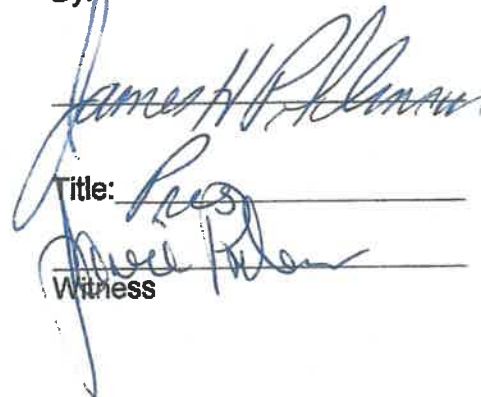
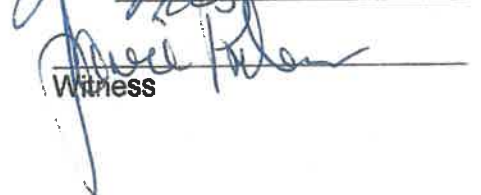

Beverly M. Zfount

Approved as to form:


Frank J. Patrizio, Law Director

CONTRACTOR

By:


James H. P. Plummer
Title: Pres

Witness: Michael Plummer

BID
to the
City of Piqua, Ohio
Purchasing Department

Reply To
I.F.B. No.: 2320

No Later Than: 2:00 P.M. 5-4-23

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

NOTE: The following are **DELIVERED** prices.

DESCRIPTION

Bid to cover loading, hauling and disposal of lime residual, in accordance with the attached specifications, from May 1, 2023 through December 1, 2023. Possible renewals for two additional years (2025 & 2027), per mutual agreement, with an increase cap of no more than 5%.

Hauling and disposal of lime residual in 2023

\$ 85⁰⁰ /dry ton

Hauling and disposal of lime residual in 2025

\$ 87¹² /dry ton

Hauling and disposal of lime residual in 2027

\$ 89²⁵ /dry ton

It is the policy of the City of Piqua not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of your proposal and contract, Contractor certifies and warrants it will comply with this policy. **Please sign and return with your proposal the Americans with Disabilities Act Compliance Certification and the Drug-Free Workplace Compliance Affidavit Forms provided.**

The present condition of the sludge shall be adequately examined by the Contractor to his satisfaction before bidding. All interested contractors must visit the site. **We will hold a mandatory pre-bid meeting on Thursday, April 6, 2023 at 10:00 a.m.,** please contact Todd Hone, Water System Superintendent, at 937-778-2090 to let him know you plan to attend. All contractors will meet at the Water Plant, 9801 N. State Route 66, Piqua and then all parties will drive to the lagoon for the site visit.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

All delivery costs are included in this quotation regardless of F.O.B. designation.

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

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

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

Bidding Company: Pohlkat Inc

Address: P.O. Box 4337

Sidney Ohio 45365
City State Zip Code

By: James Pohlman Pres
(please print or type) Name and Title

Signature: [Signature]

Phone No.: 937-498-1631 Fax No.: -

Fed. I.D. No.: 31-1173496

E-mail address: Pohlkatinc@gmail.com

City of Piqua

Lime Sludge Lagoon Cleaning Specifications

The City of Piqua's Water Treatment Plant utilizes lime/soda ash in its treatment process as a settling aid and for partial softening. The byproduct is a lime sludge slurry that is physically pumped from the grounds of the Water Treatment Plant to the Lime Sludge Lagoon (the lime sludge located on Piqua – Lockington Road). The lagoon is accessible via gravel driveway with lockable gates.

1. Scope of Work

- 1.1 The purpose of this project is to remove the lime sludge from the water treatment plant's lime sludge lagoon by means of pumping techniques to restore storage capacity, and to fulfill this goal efficiently and neatly, without interfering with the water treatment plant, transport routes, or disposal site operation. The City is open to other alternative methods of removing the lime sludge, but the Contractor must explain their entire process with their bid submittal. The alternative removal methods will be subject to approval by the City of Piqua and must follow all State of Ohio EPA guidelines. The contractor must utilize a method of removal acceptable to the City of Piqua, State of Ohio EPA, or any other local, state or federal agency. The trucks hauling the lime sludge out and then returning to the lagoon must remain on State Routes as much as possible. If they are found using city streets off the State Routes, they will be subject to fines.
- 1.2 The work to be performed under this contract shall include furnishing all of the necessary labor; disposal costs (fees) if applicable; the appropriate equipment involved in the removal of water treatment lime sludge from the Owner's lime sludge lagoon; and the restoration of all facilities and grounds involved in this cleaning procedure to approximate pre-project conditions.
- 1.3 The Contractor shall provide how many years they have been engaged in the contracting business under their present firm or trade name. The Contractor will also provide a list of three (3) other projects of this nature that they have completed in the past five (5) years, along with: date of project, owner, phone number, contact person's email address and physical address, and size/type of project. Additional references and information shall be supplied by Contractor, upon request of the Owner in reviewing of Contractor's Submittal. The Contractor shall provide work start date.
- 1.4 Contractor shall be advised that the actual dry tonnage may vary in proportion to the moisture content of the semi-solid sludge and the amount of dilution/handling of the sludge by the Contractor.
- 1.5 The present condition of the sludge shall be adequately examined by the Contractor to his satisfaction before bidding. All interested contractors must visit the site. **We will hold a mandatory pre-bid meeting on Thursday, April 6, 2023 at 10:00 a.m.**, please contact Todd Hone, Water System Superintendent, at 937-778-2090 to let him know you plan to attend. All contractors will meet at the Water Plant, 9801 N. State Route 66, Piqua and then all parties will drive to the lagoon for the site visit.
- 1.6 The lime sludge is a byproduct generated by the excess lime/soda ash water softening process used by the Water Treatment Plant. **The successful bidder must obtain the appropriate liming**

license as stated in Ohio Revised Code 905, and submit a copy of such license to the city prior to any lime sludge being removed from the site. The Contractor shall provide the Owner and any property owners where the material is applied with all necessary information, lime sediment analysis, soils tests of disposal sites, detailed disposal site maps, and complete application records, etc., required by Ohio EPA, the Ohio Department of Agriculture, The Indiana Department of Environmental Management (If Applicable), and assist the City of Piqua in obtaining any required permit or approval for the disposal of the lime sediment. The Contractor further agrees to supply any such reports to Ohio Department of Agriculture as may be required.

- 1.7** Should the Owner and/or the successful bidder determine that partial/full cleaning of the lime sludge lagoon is not in the best interest of the Owner, the successful bidder will notify the Owner immediately and the Owner reserves the right-without penalty or further liability-to stop or alter the sedimentation removal program.
- 1.8** The Owner promotes lime disposal practices which utilizes the spent lime in an environmentally sound and beneficial manner. As part of the submittal, bidders are instructed to submit a plan with the bid that discusses the method of disposal and highlights beneficial applications. Such applications include, but are not limited to: land application, land renovation, and land filling.
- 1.9** The Contractor is responsible for establishing disposal sites for lime sediment under this contract. If the contractor intends to stockpile the material, the site will have to be approved by the Owner prior to disposal. As part of the submittal, bidders are to submit a plan detailing the intended disposal method. The Contractor is to make all arrangements with property owners and/or tenants for the application of said sediment in a safe and lawful manner. The Contractor shall assume all responsibilities for proper and lawful disposal and application of the lime sludge.

The disposal sites and application rates for spreading the lime shall be by mutual agreement between the Contractor and the land owner. The Contractor shall provide the City a copy of such signed agreement, which will stipulate that the City is held harmless from any damages, which might occur as a result of the spreading or stockpiling of the lime sludge. If the lime sludge is transferred in the field from a haul truck to a spreader, permission must be obtained from: 1. The County Engineer or the State Highway Patrol if the transfer is to be made within the road right of way, or 2. the land owner if the transfer is to be made on the owner's land.

2. General Conditions

- 2.1** Removal. Removal shall be accomplished using pumping equipment which will not degrade the levees, side slopes, drives, or bottom of the lagoon. **Portable pumping extraction equipment placement into the lagoon proper shall be limited to no more than two (2) distinct locations. Sludge shall be physically or hydraulically moved toward the sludge pumping extraction equipment. Owner will designate volume to be removed from lagoon A and Lagoon B, removal volume will depend upon the bid pricing.** Other appropriate equipment shall be permitted only upon written request and authorization by the Owner. The removal of sludge and a smoothing of the lagoon bottom upon completion of the removal operation shall meet Owner's approval before restoration is begun.

The Contractor shall confer with the Water System Superintendent to determine what material is to be removed and disposed of.

Important Note: It should be noted that lime sludge will continue to be discharged from the Water Treatment Plant into the lime sludge lagoon on a daily basis during the sludge removal process. The Contractor shall consider any measures necessary to continue the sludge removal process during the pumping process.

- 2.2** Preservation. The integrity of the lagoon's topography (levees, side slopes, drives, or bottom of the lagoon) shall be maintained at all times during the removal operation. The Contractor shall be responsible for the complete restoration of all disturbed site topography to the original pre-contract condition.
- 2.3** Transportation. The Contractor shall have sufficient and adequate equipment to pump, load, transport and dispose of the lime sediment in accordance with the terms, conditions and provisions of this contract. The Contractor shall submit a list of the equipment they intend to use to execute this contract with the bid documents. Sludge shall be placed into vehicles suitably equipped to handle the material without leakage. Any vehicle which is not sealed or self-contained shall immediately be removed from this job by the Contractor, or immediately upon notification by Owner. Vehicles shall also be kept clean and free of mud, gravel, or debris (including sludge) that might be deposited along transportation routes. Enclosed body-tank trucks are preferred to reduce spillage and tracking. Special attention by the Contractor is required to maintain the clean and dust-free conditions possible along all transportation routes. If required, the Contractor shall submit a map of the specific truck route that he intends to use for hauling under his proposal. The type of truck shall be considered in the review and approval of any route(s). Truck routes shall meet all applicable regulations and stay on State Routes as much as possible. Approval of a route by the Owner in no way relieves the contractor of compliance with all traffic and highway codes, regulations, postings, etc.
- 2.4** Restoration. The entire site shall be restored by the Contractor to conditions pre-existing the start of work. Drives shall be regarded with crushed aggregate and compacted, the material and depth approved by the Owner; and all slopes dressed to meet existing contours after being filled, leveled, and compacted. The Contractor shall be solely responsible for repairing and/or replacing those portions of the lagoon bottom, levees, or drives which are degraded, disturbed or excavated during sludge removal.
- 2.5** Environmental. Contractor shall conduct his/her on-site operation on the Owner's property in a safe and environmentally controlled manner. Refueling of haul trucks is permissible only if spillage of fuel is prevented. Major repairs of equipment shall not occur on Owner's property. Leakage of equipment fluids will not be permitted or tolerated on the Owner's site. Contractor shall immediately remove any and all soils and materials that become contaminated and shall be replaced with like-kind soils and materials at no additional cost to the Owner.
- 2.6** Costs/Suspension of Work. Any type of clean-up, monitoring, surveillance, or restoration costs incurred by Owner shall be deducted from the final payment and/or retainage at a rate of 1.5 times the cost incurred by the Owner. Work shall be suspended by Owner for failure to fully comply with these specifications, with no payment awarded to Contractor. Equipment and/or conduct deemed unsuitable by the Owner shall cease immediately upon notification. Any remedial directives given by Owner shall be immediately implemented by Contractor at no cost to Owner.

The Owner reserves the right without penalty or further liability to stop or alter the sedimentation removal program at any time if Owner determines that the Contractor's operations are inadequate, unacceptable, in violation of these Contract Documents or Ohio law, or if so ordered or directed by the Ohio EPA.

- 2.7** Access to Site. Contractor shall maintain unimpeded access to the gravel pit pumping facility at all times, and to all other areas on-site at the lime sludge lagoon as deemed necessary. Contractor shall be issued one (1) key to access the driveway gate. If the key is lost or damaged, the Contractor shall be assessed a replacement charge of \$100.00. The key must be returned to the Owner when the project is complete and all of the Contractor's equipment has been removed from the site. If Contractor personnel leave the site unattended for more than 15 minutes, the gate shall be closed and locked. The Contractor shall promptly report to the water plant staff of any entry onto Owner's property of any person(s) or vehicle not performing work for the Contractor.
- 2.8** Safety Compliance. It shall be the sole responsibility of the Contractor to keep and maintain the work site in a safe and orderly manner. The Contractor shall submit a written safety plan with the bid documents. The written safety plan shall be kept at all removal and disposal locations and in all vehicles used on this project. The Contractor shall, at their expense, provide for such safety equipment as is needed for compliance with the existing Occupational Safety and Health Act (OSHA). Penalties for violation of the safety act shall be the full responsibility of the Contractor.
- 2.9** Workmanship/Workers. The Contractor shall execute this contract in a neat, professional, safe and orderly manner. At no time shall the execution of this contract disrupt or interfere with the normal daily operation of the Water Treatment Plant. No situation will be allowed to exist which poses a hazard to, or interferes with, water plant operations or personnel. No situations or conditions which exhibit a lack of quality /workmanship shall be permitted or allowed to exist.

All project workmanship shall be subject to the inspection and approval of the Owner, and all deficiencies or irregularities will be corrected immediately and as directed by same.

The Contractor shall keep at his work, during its progress, a competent supervisor and any necessary assistants, all satisfactory to the Owner. The Supervisor shall not be changed except with the consent of the Owner, unless he ceases to be employed. The Supervisor shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor. Both the lime sludge lagoon and the disposal site(s) shall be adequately supervised throughout the entire execution of the project. The Owner shall not be responsible for the acts, omissions, or errors of the Supervisor, his/her Assistants, or the Contractor.

All workmen must have sufficient skill and experience to properly perform the work assigned to them. The Owner may require the Contractor to remove employees from the project who are not performing as quality, knowledgeable and competent workmen. Workers shall conduct themselves properly and in a courteous manner when dealing with members of the Owner's staff and the public. Contractor shall provide suitable sanitary facilities for his/her employees and subcontractors.

All bidders must submit a list of all subcontractors to be used on this project. Subcontractors shall meet with the approval of the Owner and shall not be replaced or substituted without also being approved in writing by the Owner. The Owner also reserves the right to reject any proposed subcontractor found to be unsuitable during the execution of the project.

- 2.10 Hours of Operation.** All work shall be performed during daylight hours. The Water Treatment plant will be notified daily prior to the removal of sludge at 937-778-2090. No work may take place from 5:00 p.m. on Fridays to 7:00 a.m. on Mondays, nor on Holidays during the work period, without prior approval from the Owner.
- 2.11 Record Keeping.** The Contractor must keep and complete all records throughout this project. Two complete legible copies of these records shall be delivered to the Owner upon its request and approved before final payment is made. Copies of the weekly reports shall be given to the Water Plant Superintendent each work week throughout the project for review. The weekly reports must contain the following items: Name and Location of disposal site, date, time, and tons taken to each disposal site, as well as the driver's name. The final dry tonnage will be determined after representative samples have been analyzed by the lab.
- 2.12 Measure of Amount Removed.** The quantities of sludge to be paid for under this contract shall be the calculated number of dry tons of sludge removed from the City's lime sludge lagoon in accordance with the specifications herein and measured for payment as specified.

The contractor shall obtain one representative grab sample from each sludge load removed. All grab samples for that day shall be composited into one sample for dry weight determination.

The Owner requires that the actual wet tons being hauled to the disposal site need to be checked on a certified scale. The costs of the weighing shall be at the Contractor's expense.

Calculation of dry solids shall be by the following formula:

CAKE SLUDGE

$$\text{DRY TONS} = \frac{\text{Wet lbs. Removed} \times \% \text{ Solids} \times \text{Sp.Gr. (1.05)}}{2000}$$

Solids Determination: The value for % solids will be determined by the Owner's lab or by a certified testing laboratory. This is at no cost to the Contractor.

- 2.13 Payment & Retainage.** A purchase order will be issued each year to the selected contractor and payments will not go over the amount listed on the purchase order for any given year. Any costs that exceed the original purchase order amount will be the responsibility of the Contractor. No request for additional payment will be considered. All partial pay requests shall be completed by submitting an invoice and a copy of all records including: Name and Location of disposal site, date, time, and tons taken to each disposal site. Also, the Driver's name and certified weight tickets for the time period invoiced must be attached. The City shall withhold as retainage 10% of each pay request. Following completion of the contract and final inspection, all retainage shall be returned to the Contractor only after the City is satisfied that all restoration work is complete. All partial pay requests shall be signed by the Contractor. All pay requests shall be forwarded to:

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

The Owner will not establish an escrow account for the purpose of accruing interest on retainage. Retainage returned to the Contractor will not include interest.

All work covered by partial pay request shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor of the responsibility for the care and protection of the work which payment has been made or the restoration or any damaged work, or as a waiver of the right of the Owner to require fulfillment of all terms of this contract.

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen mechanics, material suppliers, and furnishers of machinery and equipment and parts thereof for the performance of the work. The Contractor, at the Owner's request, shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after notifying the Contractor, withhold the retainage deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished to the Owner.

In no event shall the provisions of this be construed to impose any obligations upon the Owner to either the Contractor's Surety or third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor or any such payment made in good faith.

- 2.14** Weather Delays. Alleged delays as a result of extraordinary weather shall be brought to the attention of the Owner within fourteen (14) days of the occurrence. Contract time extension shall only be considered if the Contractor can supply documentation from reliable sources, such as The National Weather Service, to show the occurrence should be considered extraordinary. Once begun, work shall progress on-site in a continuous fashion, without unnecessary or unreasonable downtime or absences of the Contractor.
- 2.15** Final Completion Date. The final completion date for the project is December 1st of each year (including all site remediation).
- 2.16** Right to use Additional Sludge Removal Contractors. The Owner has the right to retain the services of additional lime sludge contractors to remove lime sludge from the Owner's site as deemed necessary by the Owner.

Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. **NO VERBAL AGREEMENTS:** The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out

of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
16. **SPECIFICATIONS CONFIDENTIAL:** Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
19. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
25. **ASSIGNMENT:** This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

DRUG-FREE WORKPLACE COMPLIANCE AFFIDAVIT FORM
(O.R.C. – 153.03 – 153.031)

I, Janie Pohlman, the Secretary of Perlkat Inc
On behalf of said corporation/company and in accordance with O.R.C. – 153.01 – 153.031, hereby
swear and certify that Perlkat Inc is enrolled and in good standing with the
Ohio Bureau of Workers' Compensation Drug-Free Workplace Program, or in a comparable program,
called Drug Free Safety Program, which has been approved by the
Bureau of Workers' Compensation.

I further certify and acknowledge that Perlkat Inc understands
That this compliance form shall be incorporated into and become a part of the contract between the
public contracting authority and Perlkat Inc as contractor if the said
corporation/company is the successful bidder on the Line Residual Project.

The contractor hereby additionally certifies, agrees and acknowledged that it is hereby
contractually responsible to the public contracting authority for taking whatever measures are legally
necessary to ensure that it's subcontractors, and any subsequent tier of contractors, are also enrolled
and in good standing with the Ohio Bureau of Workers' Compensation Drug-Free workplace
Program, or with a comparable Bureau approved program, prior to provision of any labor on the
Project by any subcontractor of any tier.

Further Affiant Sayeth Naught.

Janie Pohlman
(signature of Affiant)

Janie Pohlman
(printed or typed name of Affiant)

For:

Perlkat Inc
(name of corporation/company/contractor)

Its:

Secretary
(title of Affiant)

STATE OF Ohio)

COUNTY OF Shelby)

SS:

Sworn to and subscribed before me, a Notary Public in and for the State of
Ohio, on the 3rd day of May, 2023 by
Janie Pohlman as his/her voluntary act and deed.
(Affiant)



KAREN WELDON
Notary Public, State of Ohio
My Commission Expires
MARCH 14, 2024

Karen Weldon
Notary Public

AMERICANS WITH DISABILITIES ACT COMPLIANCE
CERTIFICATION

As an authorized officer, I, Janie Paulman,
having the title of Secretary
of Paulkat Inc with
offices located at Sidney, Ohio,
and as its duly authorized representative, state that effective this 3 day of May,
2023 (date of submission of Bid) that said Contractor and his company is in compliance with
the Americans with Disabilities Act. Equal Employment Opportunities

Name of Contracting Firm: Paulkat Inc
Address of Contracting Firm: P.O. Box 4387
Sidney Ohio 45365

Signature: Janie Paulman

Printed Name: JANIE PAULMAN

Title: Secretary

Date: 5-3-23

Phone: 937-498-1631

Fax:

Email: Paulkatinc@gmail.com

City of
PIQUA **COMMISSION AGENDA**
STAFF REPORT

N.4.

MEETING DATE	February 3, 2026	
REPORT TITLE	Resolution No. R-15-26 A Resolution authorizing a Purchase Order with Synagro Central, LLC for services of Wastewater Biosolids Removal and Land Application, not to exceed \$125,000	
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	The Wastewater Plant currently contracts with Synagro Central, LLC to remove and apply Wastewater Biosolids to OEPA approved farm grounds as a fertilizer or to a landfill for disposal. This service was renewed under contract last year.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$125,000
	Expenditure \$:	\$125,000
	Source of Funds:	404-405-701-7548
	Narrative:	The original contract was for three years (2022-2024) with a possible three-year extension (2025-2027) which we took advantage of starting last year.
ATTACHMENTS	1. Synagro signed contract 2025-2027	

Resolution No. R-15-26

A Resolution authorizing a Purchase Order with Synagro Central, LLC for services of Wastewater Biosolids Removal and Land Application, not to exceed \$125,000

WHEREAS, The City of Piqua Wastewater Plant currently disposes of its biosolids by land application at approved farm ground in the area; and

WHEREAS, Synagro Central, LLC has performed this work for the last four years for the Wastewater Plant.

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

- SEC. 1: A Purchase Order for said services is hereby authorized and approved for the pricing included in our contract, in an amount not to exceed \$125,000.
- SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the City treasury in payment according to contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter _____
Commissioner Rick Walker _____
Commissioner Paul Simmons _____



**AMENDMENT TO RENEW CITY OF PIQUA, OHIO # 404 – 2021
CONTRACT BETWEEN
CITY OF PIQUA, OH
AND
SYNAGRO CENTRAL, LLC**

This Amendment is made as of November 20, 2024, to the original contract dated October 19, 2021 (as amended, modified, and supplemented as of the date hereof, the "Contract") by and between City of Piqua, OH and Synagro Central, LLC (Service Provider).

WHEREAS, City of Piqua, OH and Service Provider are parties to the agreement;
and

WHEREAS, the agreement expires by its terms on October 31, 2024;
and

WHEREAS, City of Piqua, OH and the Service Provider desire to extend the Agreement and amend certain of its items as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto intending to be legally bound hereby agree as follows:

1. Term: The term of the agreement will be extended 3 years to December 31, 2027.
2. Years 1 of this extension will be subject to a 5% increase and years 2 & 3 of this extension will be subject to a 3% increase. Year 2 adjustment will be on 01/1/2026, year 3 on 01/1/2027.
 1. The agreed upon rate is \$26.18 per wet ton for 2025 with a mobilization fee of \$5,403.00/occurrence. The price will then increase to \$26.96/wet ton in 2026 with a mobilization fee of \$5,565.00/occurrence and up to \$27.76/wet ton in 2027 with a mobilization fee of \$5,732.00/occurrence.
2. All other terms of the agreement in full force and effect.



IN WITNESS HEREOF, the parties hereto have caused this Addendum option #2 to be executed by their duly authorized officers or representatives on the 14th day of November 2024.

Synagro Central, LLC

By: 
Signature

Nick Caggiano

Print Name

Regional Vice President Central Operations

Title

11/19/24

Date

City of Piqua, OH

By: 
Signature

L. Paul Oberdorfer

Print Name

City Manager

Title

11-21-24

Date

Synagro Central, LLC 435 Williams Court Baltimore, MD 21220 • Phone (443) 489-9000 • Fax: (410) 779-0771

AGREEMENT # 404 - 2021

This Agreement is hereby entered into this 19th day of October, 2021, between the City of Piqua, a municipal corporation in the State of Ohio ("City") and Synagro Central, LLC ("Contractor") for the services as agreed to herein.

WHEREAS, the City of Piqua desires to have biosolids removed from our Wastewater plant and applied to local fields and has advertised for bids in accordance with the laws of the City of Piqua; and

WHEREAS, Synagro Central, LLC was the successful bidder as a result of the open bid process; and

WHEREAS, this Agreement confirms the terms between the parties as substantially set out in the bid specifications;

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

I. PARTIES

1. City of Piqua: The City of Piqua is a municipal corporation in Miami County, State of Ohio. The City of Piqua shall be referred throughout the Agreement as "City."
2. Contractor: Contractor is Synagro Central, LLC which is the provider of the services contracted for by way of this Agreement.

II. SCOPE OF SERVICES

1. Perform biosolids removal and land application as shown on Exhibit A per your bid response to the City's IFB #2145.

III. COMPENSATION

1. The agreed upon rate is \$23.50 per wet ton for 2021 & 2022 with a mobilization fee of \$4,850.00/occurrence. The price will increase to \$24.21/wet ton in 2023 with a mobilization fee of \$4,996.00/occurrence and up to \$24.94/wet ton in 2024 with a mobilization fee of \$5,146.00/occurrence. Please see Exhibit A for bid proposal details.
2. Definitive Payment Terms – Contractor shall submit to City an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. City shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one-half percent (1.5%).

IV. LAW AND TERMS OF AGREEMENT

1. Subcontracting:

None of the work or services, except for hauling biosolids from Piqua Wastewater Treatment Plant to farm fields, covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the Piqua Utilities Director. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

2. Compliance With Laws and Policies:

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

3. Law to Govern and Forum:

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

4. Amendment:

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

5. Entirety:

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations of modifications concerning this Agreement shall be of no force and effect.

6. Waiver:

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

7. Hold Harmless and Indemnification:

The Contractor shall protect, defend, indemnify and hold harmless the City of Piqua, its officers, agents, elected officials, employees, elected officials and volunteers, from any and all loss, claims, expenses, actions, causes of action, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents,

employees, licensees, or invitees, that result in injury to persons or damage to property.

8. Insurance:

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement general liability or other insurance in an amount not less than One Million Dollars (\$1,000,000) for liability for acts of the Contractor or its agents and/or employees. The City of Piqua shall be an additional named insured with the following language required:

"City of Piqua, its employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof are an additional insured and this insurance coverage shall serve as Primary to the Additional Insureds and not contributing with any other insurance or self-insurance available to the Additional Insureds."

Each entity must provide a certificate of insurance that has at least \$1 million commercial general liability coverage per occurrence or \$2 million aggregate on ISO Form CG 00 01 12 07. Cincinnati Insurance endorsement form GA 411311 99 will not be accepted.

9. Notice:

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

To The City of Piqua:
Mr. Kevin Krejny, Utilities Director
Wastewater Department
201 West Water Street
Piqua, Ohio 45356

To the Contractor:
Mr. Will Walker
Synagro Central, LLC
435 Williams Court, Suite 100
Baltimore, MD 21220

10. Independent Contractor:

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

11. Audit:

At any time the City shall have the right to request an audit of the Contractor's records to determine compliance with the terms of this Agreement. Upon such request by the City, the Contractor shall permit inspection of its records within two (2) days. Failure to comply with the City's request for an audit shall be cause for the City to withhold payment for services until the audit takes place and the City is able to obtain the information to satisfy compliance with the terms of this Agreement.

12. Assignment:

This Agreement shall not be assigned without the express written approval of the City of Piqua. Failure to secure the City's approval prior to assignment of this Agreement shall be cause for termination of this Agreement with any and all costs and damages being assessed to the Contractor.

13. Default:

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

14. Termination:

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

15. Term:

The term of this Agreement shall begin from the date of execution of this Agreement and will be in effect for the remainder of 2021 and the entire 2022 calendar year. Said term is renewable for 2023 & 2024 calendar years upon mutual agreement of both parties.

16. Conflict of Interest:

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

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

17. Waiver:

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

18. Proprietary Materials:

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

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

19. Ownership of Property:

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

The Contractor acknowledges that the City of Piqua is obligated to comply with the Public Records law of the State of Ohio and must disclose upon request any document that is considered a public record pursuant to the law.

20. Warranty:

The Contractor warrants that the service to be provided by it hereunder will be performed in good, timely, and professional manner by qualified staff and in accordance with generally accepted industry standards.

21. Force Majeure/Change in Law Language

Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires, floods, strikes (except any strikes involving a Party's personnel); a change in Federal, State or local law or ordinance; orders or judgments of any Federal, State or local court; administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism

(foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God.

22. OEPA Annual Sludge Report Documentation

The Contractor agrees to provide the City of Piqua – Wastewater Department, any and all documentation that the City will need to report on its Annual Sludge report as required in NPDES permit for the City of Piqua WWTP. These documents should be provided by the Contractor to the City by February 1st of each year, to allow the City time to review and submit their OEPA Annual Sludge report due on March 1st of each year. OEPA permit language is as follows: *"No later than March 1 of each calendar year, the Permittee shall submit a report summarizing the sewage sludge disposal, use, storage, or treatment activities of the Permittee during the previous calendar year. The report shall be submitted through the Ohio EPA eBusiness Center, Division of Surface Water NPDES Permit Applications service."*

V. SIGNATURE

The parties enter into this Agreement this 19th day of October, 2021, as executed and witnessed in accordance with the below signatures.

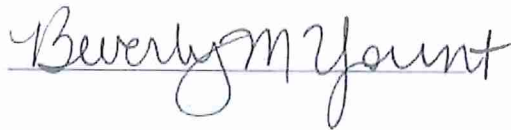
CITY OF PIQUA

By:



L. Paul Oberdorfer, City Manager

Witness:



Approved as to form:



Frank J. Patrizio, Law Director

CONTRACTOR

By: Synagro Central, LLC



Title: Assistant Secretary

Witness

Exhibit "A"



ORIGINAL

**Bid to Provide
Wastewater Treatment Plant Biosolids Removal and
Land Application 2022-2024**

ITB #2145

to the

CITY OF PIQUA

Submitted on
October 7, 2021



435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com



OCTOBER 7, 2021

City of Piqua
Purchasing Office
201 W. Water Street
Piqua, OH 45356

**Re: IFB #2145 Wastewater Treatment Plant Biosolids Removal and Land
Application 2022-2024**

Ladies and Gentlemen:

Synagro Central, LLC (Synagro) is pleased to respond to the Invitation to Bid for the Wastewater Treatment Plant Biosolids Removal and Land Application project. We have enclosed for your review our completed bid forms and required information.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 37 states. We provide various biosolids and residuals management services to water and wastewater treatment plants and have extensive equipment and personnel resources to perform the services for the City of Piqua.

Synagro is a non-public company, and its financial statements are confidential, competitively sensitive information exempt from disclosure under Ohio Open Records Law. Synagro requests that distribution of the financial statements be limited to only those reviewers who have a need for such information. Accordingly, we have provided the financial statements in a separate sealed envelope for easy removal when forwarding the bid package.

Thank you for the opportunity to submit our bid for this project. If you have any questions about our submittal or require any additional information, please contact me at (224) 242-0666 or wwalker@synagro.com. We look forward to hearing from you soon.

Warm regards,

Will Walker

Area Sales Manager

YOUR PARTNER FOR A CLEANER, GREENER WORLD

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com



October 20, 2020

Delegation of Authority

FROM: Matt Robertson, Chief Commercial Officer
TO: Emil Kneis, Sales Support Manager

In consideration of the closing of our corporate office in response to the COVID-19 pandemic and in anticipation of continued disruption in normal company procedures, I, **Matt Robertson** as Chief Commercial Officer of Synagro Technologies, Inc. and all of its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis**, authority to sign binding bids and awarded contracts as an officer or as an authorized person. Also, I delegate to you the authority sign as an officer or an authorized person any Business Application and other Agreement as necessary to provide uninterrupted services to Synagro customers. Such authority does not alter our internal approval processes. This Delegation of Authority is valid from the date of this letter until revoked by me.

A handwritten signature in dark ink, appearing to read "Matt Robertson", written over a horizontal line.

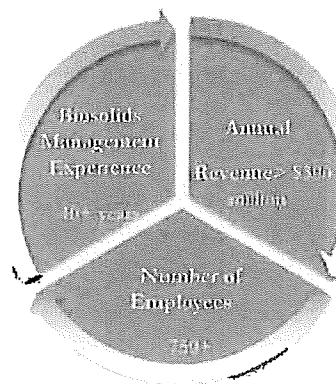
Matt Robertson
Chief Commercial Officer



Company Experience



Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.



Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 750+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 13 heat-drying facilities (with one more facility under construction), three thermal processing facilities serving multiple regional generators, six

Company Experience



composting facilities: five of which provide an outlet for numerous generators, more than a dozen alkaline stabilization facilities, and more than 75 permanent and mobile dewatering facilities.

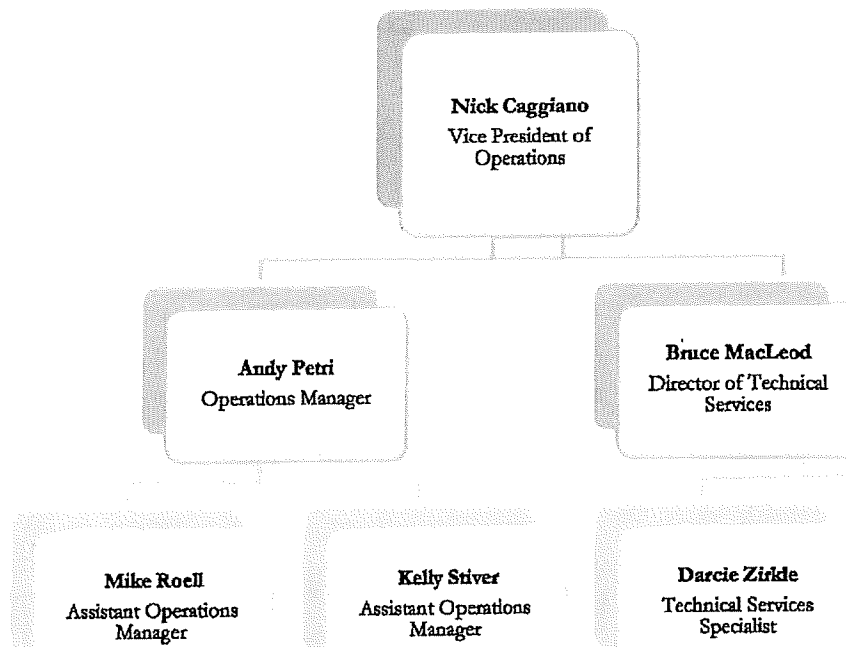
In addition, we provide final product distribution as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro® compost and 170,000 tons of Granulite® fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.

In December 2020, Synagro was acquired from EQT, a Swedish private equity firm, by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

Bidder's Experience



Successful implementation of the Piqua, OH Biosolids and Land Application project requires technical and operational skill and experience. We have assembled an unmatched team of specialists to assist us in specific areas.



Nick Caggiano – Regional Vice President

As Regional Vice President, Nick Caggiano leads Synagro's strategy and execution to achieve successful outcomes in financial, operational and personnel performance, while exceeding customer expectations, in sustaining and growing Synagro's Central Region business unit. Prior to managing the Central Region, Nick serviced as Regional Vice President for Synagro's West Region which included the following biosolids processing facilities as well as product sales and marketing for these facilities: Arizona Soils Composting Facility, Central Valley Composting Facility, South Kern Compost Manufacturing Facility, and Sacramento Biosolids Pelletizing Facility

Nick brings nearly 20 years of diverse operations and business management experience to Synagro. He comes to us from Carmeuse Lime and Stone, a leading producer of lime and limestone aggregates, where he was responsible for multiple lime manufacturing facilities and prior to that with Knight Celotex as the General Manager for their New Orleans, Louisiana fiberboard facility. While with Carmeuse, Nick also oversaw a joint venture partnership to

Bidder's Experience



design, permit, and engineer a new \$45M lime facility in Jacksonville, Florida. Earlier in his career, he worked in the textile and automotive industries where he held various production management positions as well as roles in quality, engineering, compliance and product development. In addition to his operations experience, Nick has held responsibility for supply chain and customer service teams and successfully led various business development projects.

Andy Petri, Operations Manager

Andy Petri is responsible for overall operation of Synagro's biosolids management program for the City of Dayton and has worked in various aspects of operations for the City's contract since 1992. He supervises field crews and equipment maintenance; maintains records and reports of biosolids application; and ensures compliance with permit requirements.

Andy joined Synagro in 1992 and has over 26 years of experience in the biosolids and residuals management industry. His experience includes supervision of dewatering and land application projects for several water and wastewater generators throughout Ohio. He has also been involved in the construction and start-up of several dewatering facilities in Ohio.

Bruce Macleod – Technical Services Director

As Technical Services Director of Synagro's North and West regions, Bruce MacLeod is responsible for land acquisition, permitting, monitoring, reporting and public relations on all projects within Synagro's Great Lakes Area. Mr. MacLeod supervises the Technical Services Management staff which interfaces with regulatory agencies, farmers and residuals generators to implement the land application programs. Mr. MacLeod assures the quality of the land application programs and assists with strategic planning, development and operations management.

Mr. MacLeod has been with Synagro since 1992. Prior to joining the company, he managed a large full-service farm service cooperative. Mr. MacLeod holds a B.S. in Crop Science from the University of Guelph in Ontario, Canada and an MBA with a concentration in Project Management. He is a Certified Crop Adviser, certified by the American Society of Agronomy, and a member of the Ohio Water Environment Association.

Mike Roell - Assistant Operations Manager

Mike Roell joined Synagro in 1990 as an equipment operator for the City of Dayton and surrounding projects in southwest Ohio. For over 10 years he has served as an Assistant Operations Manager responsible for daily operations of these projects and supervises field crews and subcontractors, maintains daily records and reports of biosolids application; and

Bidder's Experience



ensures compliance with permit requirements by working closely with our Technical Services Manager. Mike has more than 28 years of experience in the biosolids management industry.

Kelly Stiver - Assistant Manager Information

Kelly has worked for Synagro for over 30 years. He has managed many projects for Synagro over the years including Milford Lime excavation, Dayton (50,000 wet ton), Middletown (5,000 wet ton), Springfield (6,000 wet ton) and Hamilton (5,000 wet ton) biosolids and land application projects. Additionally, Kelly is a certified CDL truck driver and certified equipment operator. He trains staff on equipment and is a safety leader.

Darcie Zirkle, Technical Services Specialist

Ms. Zirkle is Synagro's Technical Services Specialist in Southern Ohio. Ms. Zirkle is responsible for maintaining farmer relations, coordinating operations, permit acquisitions, permit compliance, client, and public relations on biosolids land application projects. Ms. Zirkle excels at communicating with key farmers to create an agronomically sound program for each farming operation. She calculates the agronomic rate based on soil and biosolids analysis and makes sure each field is spread in compliance with all rules. Before joining Synagro in 2019 Ms. Zirkle worked as an agronomist at a local agricultural retail location. She is also a key member of the management team on her family farm in Saint Paris. Prior to working as an agronomist, she graduated from The Ohio State University with a B.S. in Agricultural Science. Ms. Zirkle has extensive agronomic training and is certified by the American Society of Agronomy as a Certified Crop Advisor.

Bidder's Experience



Synagro has been in business for over 40 years providing Biosolids Management, dredging, lagoon and digester cleaning and dewatering and disposal services. Synagro currently has over 400 existing contracts throughout the United States and Canada with 17 current active projects in Ohio. Synagro has also been awarded approximately over 70 new contracts in the previous 12 months for both short and long-term projects. Provided below is a sample of our current Ohio projects. Additional references can be provided upon request.

- **City of Dayton**
2800 Guthrie Road
Dayton, Ohio 45418
Chris Clark
(937) 333-1834
Chris.Clark@daytonohio.gov
40,000 wet tons
Permitted acreage – 28,275
- **Montgomery County**
451 W. Third Street
Dayton, OH 45422
Elizabeth Moore
(937) 781-3032
Moore@mcOhio.org
Eastern plant 4500 wet tons
Western plant 12,000 wet tons
Permitted acreage – 16,054
- **City of Springfield**
76 East High Street
Springfield, OH 45502
Shaun Spiller
(937) 324-7626
Sspiller@springfieldohio.gov
7,000 wet tons
Permitted acreage – 6,832
- **City of Hamilton**
One Renaissance Center
345 High Street
Hamilton, OH 45011
David Jenkins
(513) 868-5965

Bidder's Experience



David.Jenkins@hamilton-oh.gov

9,000 wet tons

Permitted acreage – 6,057

- City of Middletown
One Donham Plaza
Middletown, OH 45042
Gerry Burris
513-425-7919
Gerryb@cityofmiddletown.org
5,500 wet tons
Permitted acreage – 11,386

Ability to Provide Scope of Services



Management and Operations Plan

- Management

Andy Petri is the overall Operations Manager and Bruce MacLeod is the Director of Technical Service for land application projects and compliance. These two will have complete management oversight of the project. Their respective employees will complete the necessary day to day activities at their direction and approval.

- Operations

Operationally, our plan is to arrive at the plant 1 to 2 times per year, typically summer and/or fall, to remove the biosolids (700 wet tons). We are unable to land apply product in the winter months due to government regulations. Synagro will arrive at the facility with a front-end loader and multiple semi-trucks and end-dumps. We will load the trucks over two days and haul the biosolids to farm fields about 20 miles away. When the trucks arrive at the fields, we will spread the material on the appropriate, permitted farmland. The tech services team will communicate with the farmer, permit the fields, and follow all corresponding rules and regulations for spreading biosolids. All staff will work and operate under strict safety guidelines.

Schedules

The Operations Manager will communicate and plan all activities with the plant supervisor, in advance, to coordinate appropriate schedules. The tech services team will handle all the appropriate paperwork required and work with your team to ensure all objectives and plant needs are met. Our operations team will only work at the plant during your approved time frames, typically Monday thru Saturday 7 am to 5 pm.

Transportation System and Routing

All trucks will drive on approved routes with proper load bearing weights. Our drivers and subcontract drivers meet and follow all federal rules and regulations. The Operations Manager will coordinate the trucking portion and work with our internal team and any subcontractors to ensure proper protocols are followed. Safety is our top priority.

Emergency Spill Response Program

When spills involve hazardous chemicals, employers must develop and implement appropriate measures to protect employees, the surrounding community, and the environment. The following shall address such an event while working at any Synagro operation. Note that site-specific plans shall often exist for our permanent locations and are available for review upon request.

Ability to Provide Scope of Services



Small spills of many types of chemicals can be cleaned up simply, without specialized protective clothing or respiratory protection. Clean-up of larger spills, or those that involve fire, explosion, or other serious hazards will require significant planning, training, and equipment.

DUTIES AND RESPONSIBILITIES

Employers must ensure their facilities are prepared to respond to spills and releases of hazardous chemicals that may occur as the result of their operations. They should review their operations and historical experience to determine if their employees may encounter potential spill or release conditions that could meet the OSHA definition for an "emergency".

Appropriate spill response plans (HAZCOM and/or Emergency Spill Response Program (ESRP)) must be developed and implemented by the employer.

Supervisors are responsible for ensuring the HAZCOM Program and/or ESRP, as applicable, are implemented and for conducting periodic inspections to ensure potential hazards are identified and appropriate corrective actions are followed.

Employees are responsible for following the precautions and procedures identified in the HAZCOM Program and/or ESRP, as applicable, and for notifying their supervisors of the presence of any potential injuries or exposures that may occur as a result of their response activities.

OVERVIEW

Many of the spills involving vehicles and heavy equipment such as fluid that may be released from the rupture of a hydraulic line, do not involve materials that are likely to create serious health or safety hazards. The potential hazards of hydraulic oils are well known and the requirements for safe handling of them are simple. Spill planning and response for these types of incidents are generally regulated as a part of OSHA's Standard for Hazard Communication.

Spills or releases of unidentified materials are difficult to plan for. Often, the hazard will be minimal. On other occasions serious or life-threatening hazards may be present or can be created during the clean-up. Until the product is identified it is best to take a cautious approach. Serious hazards can develop from oxygen deficient, flammable, or potentially toxic atmospheres produced by leaks from tanks and lines.

Emergency spill response and clean up involves a lot of common sense. It generally requires:

1. Identifying the materials that could be spilled or released during normal operations

Ability to Provide Scope of Services



2. Identifying the potential hazards that can be associated from contact with these materials and from the related clean ups
3. Developing procedures for conducting the clean ups
4. Training of employees who will perform the clean ups

OSHA generally regulates spill planning and response for serious hazards as a part of its Standard for Hazardous Waste Operations and Emergency Response (HAZWOPER) (29 CFR 1910.120).

OSHA HAZARD COMMUNICATION (HAZCOM) (29 CFR 1910.1200)

Each operation should include a written Spill Response Plan (SRP) as a part of its written HAZCOM Program. A spill or release that is regulated under the HAZCOM standard is classified as a “Non-Emergency”. These types of incidents generally involve spills or releases of a hazardous substance where:

1. Employees working in the area can easily, safely, and quickly absorb, neutralize, or otherwise control the spill in the immediate vicinity
2. There is no potential danger, safety, or health hazard (i.e., fire, explosion, and chemical exposure) and there are no consequences to the release of the substance.

Employees must receive training prior to responding to any spill or release of hazardous chemicals. Individuals involved in spills that are governed by the HAZCOM standard must be trained in:

1. Methods to detect the presence or release of a hazardous chemical
2. Procedures for responding to such events All training must be documented in writing.

OSHA HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (HAZWOPER) (29 CFR 1910.120)

Emergency response actions for spills, releases, or substantial threats of releases of hazardous substances (regardless of location) are regulated under OSHA’s HAZWOPER standard. All spills or releases that meet the definition of an “emergency” require a higher level of planning and training.

An “Emergency”, under HAZWOPER, is a spill or release that:

1. Requires a coordinated response from employees or other designated responders (e.g., local fire department) from outside the spill area
2. Requires an evacuation from the spill / release area or adjacent areas
3. Creates conditions in the spill / release that:

Ability to Provide Scope of Services



- a. Are life or injury threatening
- b. Pose a fire or explosion hazard
- c. Present an oxygen deficient atmosphere
- d. Cause high levels of a toxic substance
4. Where the potential exists for spills or releases that meet these criteria (1, 2, or 3), an operation must:
 - a. Develop and maintain a written Emergency Response Plan (ESRP)
 - b. Train employees who are assigned to implement the Plan
 - c. Obtain medical qualification for each responder who may be exposed to hazardous chemicals
 - d. Conduct periodic drills and refresher training
 - e. Conduct a critical review after each spill or release incident

The ***Superfund Amendments and Reauthorization Act of 1986 (SARA)*** required that OSHA generate the regulations for hazardous waste operations and emergency response activities to deal with any release of a hazardous substance.

In response OSHA developed its HAZWOPER standard setting minimum safety and health requirements for:

1. Employers in hazardous waste or hazardous substance clean-up activities at government identified sites
2. Employers involved in storage, treatment, or disposal of hazardous waste
3. Employer involved in emergency response to the release of hazardous substances

EMERGENCY RESPONSE TRAINING

Responders - Employees who respond to “emergency” spills or releases must receive training prior to being assigned to any response activity. The content and extent of training depends on the type of response activity the employee will or could perform.

Level 1 – First Responder / Awareness

1. Employees who are likely to witness or discover a hazardous material release
2. Training target:
 - a. Teach employees to recognize the hazards present during these emergencies, how to protect themselves against such hazards, and their role in the spill response plan.
 - b. Instruct employees how to accurately report the necessary information to appropriate personnel so that subsequent emergency responders are fully informed.

Ability to Provide Scope of Services



- c. No minimum time limits for training of Level 1 – First Responder / Awareness
- d. Refresher Training required annually

Level 2 – First Responder / Operations

1. Employees who respond to releases of hazardous materials as a part of the initial response for the purpose of protecting nearby persons, property, or the environment from the effects of the release.
2. Training Target: How to perform diking, ditching, and similar activities of a defensive nature and activities that do not require chemical protective clothing.
3. Minimum 8 hours of training + competency at Level 1
4. Refresher Training required annually

Level 3 – Hazardous Materials Technicians

1. Employees who respond to releases of hazardous materials for the purpose of stopping the release.
2. Training Target: How to implement the ESRP, select and use chemical personal protective equipment and clothing, and how to set up proper decontamination procedures.
3. Minimum 24 hours equal to Level 2 + proven experience / competency in implementing their portions of the employer's ESRP. May also include use of field survey equipment, performing containment and/or confinement measures, participation in an organized Incident Command System, and understand chemical and toxicology terms and characteristics.
4. Refresher Training required annually.

Level 4 – Hazardous Materials Specialist

1. Employees who respond with and provide support to Hazardous Materials Technicians.
2. Training Target: Specific knowledge of the various substances they may be called upon to contain.
3. Minimum 24 hours equal to Level 3 + proven experience / competency in implementation of the local and state ESRP's, development of site safety plan, calibration and use of sampling equipment.
4. Refresher Training required annually.

Ability to Provide Scope of Services



Level 5 – On-Scene Incident Commander

1. Individuals who assume control of the incident scene. They usually have experience managing emergency incidents involving hazardous substances.
2. Training Target: Implementation of the incident command system and the ESRP, hazards and risks faced by responders in protective clothing, implementation of the local ESRP, and implementation of correct decontamination.
3. Minimum 24 hours equal to Level 4 + proven experience / competency in emergency management.
4. Refresher Training required annually.

Skilled Support Personnel

Skilled support personnel are individuals who may occasionally assist the emergency response effort when the employer's own employees cannot provide the necessary service. Typically, they are operators of cranes, backhoes, track-hoes, and other mechanized earth moving or digging equipment. They are not required to meet the training requirements set forth by OSHA. Since many of these "temporary non-employees" do not have minimal awareness training, special attention must be given to their proper safety and health protection at the scene prior to participation.

An initial briefing must be conducted with these workers before they begin any response or clean up related activity. The briefing should include, at a minimum, instruction in the:

1. Chemical hazards present
2. Donning and doffing of personal protective gear
3. Entry and exit procedures for equipment
4. Contamination prevention measures for personnel and equipment
5. Exact task(s) they are expected to perform
6. Decontamination measures for personnel and equipment

All other appropriate safety and health measures used for the protection of regular emergency response employees must also be used for the support personnel.

Specialist Employees

These workers are employees who are experts in their career field. They may assist, counsel, or advise the Incident Commander with specific technical information to assist the response. They must receive training or demonstrate competency in the area of their specialization annually. Examples of experts providing assistance are geologists, professional engineers, hydrogeologists, medical doctors, toxicologists, etc.

Ability to Provide Scope of Services



SUMMARY

Employers must prepare to manage incidents that involve spills or releases of hazardous chemicals as required by federal / state Department of Transportation (DOT), Environmental Protection Agency (EPA), and Occupational Safety and Health (OSHA) regulations. They should review their operations and historical experience to determine if their employees may encounter potential spill or release conditions that could meet the OSHA definition for an “emergency”.

Where the employer determines that an “emergency” condition may occur, the employer must develop and implement an Emergency Response Program (ESRP). The plan must be prepared and implemented prior to the commencement of emergency response operations.

Note: Where the employer determines that an “emergency” condition is not likely to occur, the employer must identify potential non-emergency spill or release conditions. Employees should be instructed in the proper safety precautions and spill clean-up measures as a part of the operation’s Hazard Communication (HAZCOM) Program. These procedures should be documented in writing and may be included as a part of the HAZCOM Program.

Quality Assurance and Control Program

As a rule of thumb, Synagro operates under a “check and balance system”. We also utilize and document two-person integrity where practical to increase quality assurance and control. For example, application fields are flagged by the Technical Services Specialist and then checked by the Field Manager along with completion of a pre-operations checklist prior to starting land application.

A critical part of this business is reviewing the quality of the biosolids produced for land application. The City of Piqua is providing biosolids that meet the Ohio Sewage Sludge Rule (OAC 3745-40) requirements for land application including metals, pathogen reduction and vector attraction reduction. The samples will be collected, and analyses will be performed according to the methods required in OAC 3745-40-09.

Any laboratory used by Synagro for sample analyses will be certified. Synagro will thoroughly evaluate the QA/QC program of all laboratories prior to utilizing their services. Synagro will also confirm that the analytical methods are performed in accordance with the methods referenced in 40 CFR Part 503.8.

Odor Management

Synagro has accumulated extensive experience in managing malodorous material. If at all possible, Synagro will proactively incorporate all material into the soil in order to reduce potential odors. If this is an ongoing issue, Synagro will only use remote sites that have limited neighbors in an effort to reduce the exposure and/or impact of the odor.

Ability to Provide Scope of Services



Synagro monitors odors on a daily basis and frequently revisits sites after application in order to ensure that no odors materialize after application has occurred. If odor persists, Synagro will work with the City of Piqua to identify ways to reduce odors prior to removal of biosolids from the plant.

Surface Water Protection

The managed use of biosolids in an agricultural program helps to protect surface water quality by improving the soil's ability to resist erosion. Natural organic matter in biosolids binds soil particles and improves soil structure. The better its structure, the more resistant the soil will be to erosion.

Regulated and managed biosolids application is unlikely to cause surface water contamination since: (1) setbacks or buffer zones must be maintained from all surface waters where biosolids are applied, and (2) biosolids itself is less likely to runoff than are other commonly used sources of agricultural nutrients.

More specifically, Synagro will protect the surface water by following the OAC 3745-40-08 isolation distance requirements. This will be accomplished by the Technical Services Specialist (TSS), who is assigned to each project, flag the fields prior to application. The flag locations are checked each day before operating in an effort to provide a second layer of protection to ensure compliance.

The Ohio Sewage Sludge Rule also requires that forecast precipitation and soil hydrologic conditions be considered when applying biosolids. The weather forecast is consulted prior to biosolids application and biosolids are either immediately incorporated or not applied if the 24-hour precipitation forecast exceeds the threshold for safe application. Application on frozen or snow covered ground or saturated soil are also prohibited in order to protect surface water.

The Ohio Sewage Sludge Rule also regulates the application of phosphorus in biosolids in order to protect surface water from nutrient enrichment that causes algae blooms. The amount of biosolids phosphorus that can be applied is determined by the level of phosphorus in the soil and the amount of phosphorus that will be removed by the upcoming crops. In most fields biosolids application is limited by the phosphorus agronomic rate.

Ground Water Protection

Nitrogen moves through the soil more easily than other fertilizer elements. The Ohio Sewage Sludge Rule also limits biosolids application rates on nitrogen for each crop and each field to which biosolids are applied. In most fields the application of biosolids is applied at rates well below the nitrogen agronomic rate because the application rate is limited by phosphorus. Unregulated applications of commercial fertilizer, pesticides, or other soil additives commonly used for crop production are more likely to have a negative effect on groundwater quality than regulated applications of biosolids. The slow release of nitrogen

Ability to Provide Scope of Services



from an organic source such as biosolids has a much lower potential for migration of nitrogen to groundwater than does the application of soluble commercial fertilizers.

Synagro will follow all regulations from Ohio EPA in order to ensure that the groundwater is protected. This includes application at rates below the nitrogen or phosphorus agronomic rate, maintaining isolation distances from private and public wells, applying on sites with greater than 3-foot depth to bedrock and monitoring for soil pH and phosphorus levels.

Public Acceptance of Proposer, Site and Product

In the areas where beneficial use of biosolids will occur, the acceptance and approval of local officials, farmers, landowners and rural residents will be included in the public information program. Their concerns will be addressed by the elements described above as they relate specifically to agricultural interests. For example, the acceptable quality of the biosolids must be clearly communicated to address possible concerns about the accumulation of organic or inorganic compounds in plants or animals consuming crops grown on biosolids treated land.

Again, successful land application depends on professional land management practices by farming partners, and/or managers of the generator's owned land. Synagro's success in enlisting farmers' support for using biosolids has played a major role in the development of large-scale land application projects throughout the United States. Farmers' experience with biosolids application can be a critical factor in overall public acceptance of land application.

Synagro's communication with farmers is very effective in promoting the use of biosolids. When farmers see for themselves the benefits of growing crops on biosolids amended soil, their continuing participation and support is virtually assured. Synagro provides farming communities with agronomic assistance and works closely with each farmer to integrate the biosolids application into his production program. This local link to the farming community is a pivotal means of insuring local support for land application programs.

Public Relations is an important and everyday function at Synagro. We are keenly aware of the need for focused public relations efforts to inform the public of the benefits of treated biosolids and to address concerns about its use. Many citizens are concerned with maintaining the rural quality of life in their communities. This is particularly true in rapidly developing suburbs. Synagro's public relations program will make homeowners aware that biosolids applications improve soil structure and save farmers money on fertilizer costs—both of which help to keep farmers in business. In this way, using biosolids as an agricultural resource allows the rural countryside to benefit from the Piqua WWTP's proximity. Our program will communicate both the agricultural benefits of using biosolids and the reassurance that such use is safe.

Synagro's Technical Services Department brings many years of biosolids management experience to provide public relations support to our office and field personnel. Synagro's staff can resolve issues in-house and maintains contacts with consultants to confer on specific problems. Our extensive library of biosolids-related topics includes textbooks,

Ability to Provide Scope of Services



journals, scientific papers, brochures, and newspaper articles. With these technical resources readily available to our project staff, Synagro handles tough questions before they can become tough problems.

Equipment Needed on Behalf of the City

The City of Piqua does not need to supply any equipment. However, the city will need to provide approved land application biosolids and made available for loading in a storage building. Synagro will require easy access for a front-end loader, with room to maneuver and load trucks. Additionally, space will be required for semi-truck maneuverability, including appropriate ingress and egress for trucks and equipment. Finally, we will require access to the plant during normal business hours.

Proposed Equipment for Project

Synagro will supply the following equipment:

- 2 Front-end Loaders – John Deere 624R Models
- 2 Farm Tractors – John Deere 8320R 4-Wheel Drive Models
- 1 Field Biosolid Spreader – Kuhn Knight 8150 Model
- 4 End-Dump Trailers – East and Benson Models, 34' End-Dump Trailers
- 1 Tillage – John Deere Disc 630 Model

Ability to Provide Scope of Services



Synagro Central, LLC has the following equipment for back up use



BFP 2m	39	Loader	83
Gravity Belt Thickeners	5	Lowboy Trailer	11
Compost Turner Self Propelled	5	Pickup Truck	235
Centrifuges	14	Liquid Pull Tank Spreaders	24
Load out Conveyor	24	Pump Hydraulic NO power unit	12
Conveyor	28	Pump Hydraulic with power unit	8
Disk-Tillage (25'-30')	31	Pump-Houle	12
Disk-No Tillage or Min (24'-30')	2	Road Tractors	60
Dozer 90 to 99 hp	2	Roll Off Truck	4
Dredge Large	2	Scales Portable Axle	3
Dredge Small	9	Skid Steer	12
Dump Truck	11	Spreader - Cake Pull Behind	55
End Dump Trailer	442	Spreader - Truck Liquid	5
Excavator 26-30-ton	3	Spud Barge-Small	1
Excavator Long Reach	1	Tanker	195
Farm Tractors	138	Tanker Trains (MI only)	13
Forest Applicator	4	Telehandler (19-foot Lift)	10
Forklift Off-Road	21	Terragator/Ag-gator 4000 Gallons	24
Generator	12	Water truck 2000-2999 Gallons	5
Grinders	26	Jockey Truck	30

BID FORM

If BIDDER is:

An Individual

By: _____ Name: _____
(Signature) (Typed or Printed)

Federal I.D. Number: _____

Doing business as: _____

Business Address: _____

Phone No.: _____ Email: _____

_____ Title _____ Date _____

SUBSCRIBED TO AND SWORN TO THIS _____ DAY OF _____ 20____

Notary Public

A Partnership

_____ (Partnership Name) _____ (State of Formation of Partnership)

By: _____ Name: _____
(Signature of Authorized Partner—attach evidence of authority to sign) (Typed or Printed)

Business Address: _____

Phone No.: _____ Email: _____

Federal I.D. Number _____

_____ Title _____ Date _____

SUBSCRIBED TO AND SWORN TO THIS _____ DAY OF _____ 20____

Notary Public

A Corporation

Synagro Central, LLC
(Corporation Name)

Delaware
(State of Incorporation)

By: [Signature] Name: Emil Kneis
(Signature of Officer Authorized to Sign – attach evidence of authority to sign) (Typed or Printed)

Business Address: 435 Williams Court, Suite 100, Baltimore, MD 21220

Phone No.: 410-688-4438 Email: ekneis@synagro.com

Federal I.D. Number: 76-0612568

Sales Support Manager 10/5/2021
Title Date

SUBSCRIBED TO AND SWORN TO THIS 5th DAY OF October 2021

[Signature]
Notary Public

Constance A. Reynolds
Notary Public
Anne Arundel County, Maryland
My Commission Expires
September 28, 2023

PRICE BID

2022 - \$ 23.50	Price/per wet ton	\$ 4,850.00	Mobilization fee/event
2023 - \$ 24.21	Price/per wet ton	\$ 4,996.00	Mobilization fee/event
2024 - \$ 24.94	Price/per wet ton	\$ 5,146.00	Mobilization fee/event



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/14/2021

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C, No., Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
INSURED Synagro Technologies, Inc. 435 Williams Court #100 Baltimore MD 21220 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Steadfast Insurance Company	NAIC # 26387
	INSURER B: Zurich American Ins Co	16535
	INSURER C: Evanston Insurance Company	35378
	INSURER D: Hamilton Insurance DAC	AA1780104
INSURER E: American Zurich Ins Co	40142	
INSURER F:		

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570089136216 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	AUTO LTR	WATER LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GPL013465307	08/01/2021	08/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 9243960 09	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION			MKL4EFX103273	08/01/2021	08/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER (Mandatory in RI) (Use, describe under DESCRIPTION OF OPERATIONS below)	Y/N N	N/A	WC924396110 (AOS) WC924396210 (MA, WI)	08/01/2021	08/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Contr Pol			EPC012017402	08/01/2020	08/01/2023	Aggregate Limit \$25,000,000 Per Occurrence Limit \$25,000,000 SIR Amount \$250,000

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

Affiliated Entity: Synagro Central.
Project: Wastewater Plant Biosolids Removal and Land Application.

Certificate No.: 570089136216

CERTIFICATE HOLDER

CANCELLATION

City of Piqua 121 Bridge Street Piqua OH 45356 USA	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 <i>Aon Risk Services Northeast Inc.</i>

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000049643

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Synagro Technologies, Inc.	
POLICY NUMBER See Certificate Numbe 570089136216		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570089136216	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				ENVXSHI206701	08/01/2021	08/01/2022	Aggregate	\$15,000,000
							Each Occurrence	\$15,000,000

200527704132

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/05/2005	200527704132	FOREIGN/AMENDMENT (FAM)	50.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM
ATTN: TIMOTHY ROBERSON
17 S. HIGH ST., SUITE 1100
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1117331

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SYNAGRO CENTRAL, INC.

and, that said business records show the filing and recording of

Document(s):

FOREIGN/AMENDMENT

Document No(s):

200527704132



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 4th day of October, A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State

City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.5.

MEETING DATE	February 3, 2026	
REPORT TITLE	Resolution No. R-16-26 A Resolution authorizing a Purchase Order to Greentech Corporation for the Mowing & Trimming Services for the Water Department during 2026, not to exceed \$76,000	
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	Piqua Water department maintains two plants, 4 pumping stations, three water towers, and other properties associated with the hydraulic canal and quarry systems. This contract covers the mowing and trimming services related to these properties. This has been bid out for several years and for 2026 Greentech was the lowest bidder. Greentech has been used before for citywide and other mowing contracts.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$80,000
	Expenditure \$:	\$76,000
	Source of Funds:	403-302-601-7553
	Narrative:	Greentech Corporation dba Greentech Lawn & Irrigation successfully won the bid last year and performed very well for us in 2025.
ATTACHMENTS	1. Bid tab 2509	

Resolution No. R-16-26

A Resolution authorizing a Purchase Order to Greentech Corporation for the Mowing & Trimming Services for the Water Department during 2026, not to exceed \$76,000

WHEREAS, The City of Piqua sent an Invitation for Bid for Mowing & Trimming Services on March 12, 2025 with a deadline to receive sealed bids in the Purchasing Department no later than 2:00 p.m. on April 2, 2025; and

WHEREAS, there were eight bids received and two bidders declined the work offered to them which left Greentech as our lowest and best bidder.

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 Greentech Corporation dba Greentech Lawn & Irrigation in an amount not to exceed \$76,000 for 2026.
- SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the city treasury according to contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter _____
Commissioner Rick Walker _____

Commissioner Paul Simmons
Commissioner Frank DeBrosse

	Greentech Troy, OH		Dreamlawn, Inc. Piqua, OH		Four Miles Lawn Care Piqua, OH		Mowed Over Lawn Care Ludlow Falls, OH	
	Price each week	Total for 34 weeks	Price each week	Total for 34 weeks	Price each week	Total for 34 weeks	Price each week	Total for 34 weeks
Cost to mow and trim 38.52 acres	\$ 1,485.00	\$ 50,490.00	\$ 3,300.00	\$ 112,200.00	\$ 808.92	\$ 27,503.28	\$ 1,926.00	\$ 65,484.00
Cost to mow and trim 4.41 acres	\$ 385.00	\$ 13,090.00	\$ 557.50	\$ 18,955.00	\$ 92.61	\$ 3,148.74	\$ 220.50	\$ 7,497.00
3.15 acres only done 4 times a year		\$ 9,600.00		\$ 32,000.00		\$ 327.60		\$ 2,000.00
Hourly rate to mow	\$ 75.00		\$ 75.00		\$ 45.00		\$ 50.00	
Hourly rate to trim	\$ 50.00		\$ 75.00		\$ 45.00		\$ 50.00	
Grand Total	\$ 1,870.00	\$ 73,180.00	\$ 3,857.50	\$ 163,155.00	\$ 901.53	\$ 30,979.62	\$ 2,146.50	\$ 74,981.00

Estimated Percentage increase for:

2026 3%
2027 3%

4.0% 3.0%
4.0% 3.0%

	TJ's Property Management Xenia, OH		Professional Property Maintenance New Carlisle, OH		Weigel's Lawn Care Piqua, OH		Grounds Pro Tipp City, OH	
	Price each week	Total for 34 weeks	Price each week	Total for 34 weeks	Price each week	Total for 34 weeks	Price each week	Total for 34 weeks
Cost to mow and trim 38.52 acres	\$ 2,503.80	\$ 85,129.20	\$ 2,503.80	\$ 85,129.20	\$ 1,620.00	\$ 55,080.00	\$ 2,568.00	\$ 87,312.00
Cost to mow and trim 4.41 acres	\$ 441.00	\$ 14,994.00	\$ 613.80	\$ 20,869.20	\$ 60.00	\$ 2,040.00	\$ 398.00	\$ 13,532.00
3.15 acres only done 4 times a year		\$ 1,260.00		\$ 4,520.00		NO BID		\$ 2,136.00
Hourly rate to mow	\$ 40.00		\$ 60.00		\$ 100.00		\$ 55.00	
Hourly rate to trim	\$ 40.00		\$ 40.00		\$ 100.00		\$ 55.00	
Grand Total	\$ 2,944.80	\$ 101,383.20	\$ 3,117.60	\$ 110,518.40	\$ 1,680.00	\$ 57,120.00	\$ 2,966.00	\$ 102,980.00

Estimated Percentage increase for:

2026 0.0%
2027 0.0%

5% 0%
5% 3%

City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.6.

MEETING DATE	February 3, 2026	
REPORT TITLE	Resolution No. R-17-26 A Resolution authorizing a Purchase Order to Valley Truck Centers for the Purchase of a 2026 F600 Cab and Chassis for the Underground Utilities Dept., not to exceed \$75,000	
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	Underground Utilities use a dump truck on a daily basis. This unit will be specifically sized for UGU needs and will get great use in many areas of their work. Replacing a greatly undersized W-23, 2014 F450 that has seen the end of its useful life.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$115,000
	Expenditure \$:	\$68,670 to Valley Truck Center \$26,095 to KE Rose Grand total \$94,965 with a 10% contingency Total with contingency \$104,461
	Source of Funds:	404-000-190-1900
	Narrative:	
ATTACHMENTS	1. Valley Truck Center 2. MTECH 3. 20260128104552895	

Resolution No. R-17-26

A Resolution authorizing a Purchase Order to Valley Truck Centers for the Purchase of a 2026 F600 Cab and Chassis for the Underground Utilities Dept., not to exceed \$75,000

WHEREAS, the current operations of the Wastewater plant requires the use of a new dump truck;
and

WHEREAS, the quote is based on Sourcewell contract #091521, a purchasing cooperative we are members of.

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 Valley Truck Centers for the purchase of a 2026 F600 cab and chassis in an amount not to exceed \$75,000.
- SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the City Treasury in an amount not to exceed \$75,000 in payment according to contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter _____
Commissioner Rick Walker _____
Commissioner Paul Simmons _____

VALLEY

TRUCK CENTERS



Date: Wednesday, January 14, 2026
Client: City of Piqua
Contact: Alan Miller
Phone: (937) 606-0607
Email: amiller@piquaoh.gov
CONTRACT: Sourcewell 091521

per attached: \$68,670.00
Delivery \$0.00
Total \$68,670.00

Hi Alan,

Thank you for your patience. Attached are the specifications for the Ford F600. Order timing for the chassis is approximately 16-18 weeks from receipt of order,

If this chassis is dropped to body company, it is the body company's responsibility to see that it receives the mandatory pre-delivery inspection that starts the warranty. If the vehicle will come to Valley first, we will deliver to body company at an additional charge.

I will call to follow up but please call with any questions, (216)524-2400.

Regards
Jenny Loveland
Government Sales Manager
Valley Truck Center
Ford, Chevy, Ram, Dodge, Chrysler, Jeep
Freightliner, Western Star, Hino, Isuzu
(216)524-2400 office

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices

FLEET MAINTENANCE COUNCIL OF NEO
NORTHEAST OHIO SERVICE DIRECTORS
OHIO TOWNSHIP ASSOCIATION
VENDOR STATE OF OHIO
MEMBER KIWANIS INTERNATIONAL
MEMBER INTERNATIONAL SOCIETY OF FEMALE PROFESSIONALS
BOARD OF DIRECTORS BHA RIDING ACADEMY

Due to worldwide commodity shortages and market instability, dealer is not responsible for any change in production or pricing from manufacturer or aftermarket equipment supplier.
Dealer reserves the right to amend any proposals given that are 30 days or older.

Prepared for: ALAN MILLER

PIQUA CO

Prepared by: Jenny Loveland

01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

As Configured Vehicle Description

Base Vehicle Price (F6L)

Order Code 680A

Includes:

- Transmission: TorqShift 10-Speed Automatic
Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.
- GVWR: 22,000 lbs Payload Package
- Wheels: 19.5" x 6.75" Argent Painted Steel
- HD Vinyl 40/20/40 Split Bench Seat
Includes center armrest, cupholder, storage and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers.
- Ford Connectivity Package (1-Year Included)
Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.
- SYNC 4
Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking.

Includes:

- Dual 68 AH/65 AGM Battery
- Limited Slip w/4.30 Axle Ratio

Transmission: TorqShift 10-Speed Automatic

Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.

GVWR: 22,000 lbs Payload Package

Tires: 245/70Rx19.5 BSW Traction (6)

Spare may not be the same as road tire.

Wheels: 19.5" x 6.75" Argent Painted Steel

HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.

Monotone Paint Application

169" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

Includes:

- Ford Connectivity Package (1-Year Included)
Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.
- SYNC 4

Prepared for: ALAN MILLER

PIQUA CO

Prepared by: Jenny Loveland

01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

As Configured Vehicle (cont'd)

Description

Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.

Snow Plow Prep Package

Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.

Includes:

- 350 Amp Dual Alternators

Includes 190 Amp + 160 Amp.

Engine Block Heater

Dual 68 AH/65 AGM Battery

350 Amp Dual Alternators

Includes 190 Amp + 160 Amp.

Platform Running Boards

Trailer Brake Controller

Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

50-State Emissions System

Oxford White

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

Prepared for: ALAN MILLER

PIQUA CO

Prepared by: Jenny Loveland

01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 34,000 lbs.**
- Front brake diameter: 15.4"
- Vehicle body length: 254.8"
- Vehicle body height: 81.9"
- Vehicle turning radius: 24.2'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- * **GCWR: 43,500 lbs.**
- * **Gooseneck towing capacity: 34,200 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 169.0"
- Front track: 74.8"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- * **Engine block heater**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- Mechanical limited slip differential

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: ALAN MILLER

PIQUA CO

Prepared by: Jenny Loveland

01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front anti-roll bar
- DANA M300 rigid axle rear suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 2 doors
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- * **LT245/70RS19.5 AT BSW front and rear tires**
- * **Running boards**
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- 19.5 x 6.75-inch front and dual rear argnt steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Day/Night rearview mirror
- Fixed rear windshield
- Locking glove box
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 3
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: ALAN MILLER

PIQUA CO

Prepared by: Jenny Loveland

01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Seat mounted side impact driver airbag



2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Dimensions

General Weights

* Curb weight	7,896 lbs.	* Rear curb weight	3,200 lbs.
GVWR	22,000 lbs.	* Payload	14,020 lbs.

Trailer Weights

* Fifth-wheel towing capacity	34,000 lbs.	* Gooseneck towing capacity	34,200 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,500 lbs.

Front Weights

* Front curb weight	4,696 lbs.	GAWR front	7,500 lbs.
Axle capacity front	7,500 lbs.	Spring rating front	7,500 lbs.
Tire/wheel capacity front	9,080 lbs.		

Rear Weights

GAWR rear	15,500 lbs.	Axle capacity rear	15,500 lbs.
Spring rating rear	15,500 lbs.	Tire/wheel capacity rear	17,200 lbs.

Off Road

Min ground clearance	9.1"
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Exterior Measurements

Vehicle body length	254.8"	Vehicle body width	80.0"
Vehicle body height	81.9"	Wheelbase	169.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	30.5"	Rear frame height unloaded	35.0"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.2'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		

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Prepared for: ALAN MILLER

PIQUA CO

Prepared by: Jenny Loveland

01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

Interior Measurements

Interior rear cargo volume 11.6 cu.ft. Max interior rear cargo volume 11.6 cu.ft.

Interior Volume

Total passenger volume 64.6 cu.ft.

Headroom

Headroom first-row 40.8"

Legroom

Leg room first-row 43.9"

Shoulder Room

Shoulder room first-row 66.7"

Hip Room

Hip room first-row 62.5"

Powertrain

Engine

* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM
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Alternator

Alternator amps	190A	* Alternator type	Dual alternator
* Alternator rating	160A		

Battery

Battery amps	68Ah	* Battery type	Dual lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection



2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

Engine Extras

*Block heater	Engine block heater	Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off	* Engine retarder	Engine retarder system

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive
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Drivetrain

* Axle ratio	4.3
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Exhaust

Tailpipe	Stainless steel single exhaust
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Fuel

* Fuel type	diesel
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Fuel Tank

* DEF capacity	7.20 gal.	Fuel tank capacity	40.00 gal.
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Drive Feature

Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

Provisions

* Provisions	Snow plow provisions
--------------	----------------------

Fuel Economy and Emissions

Fuel Economy

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PIQUA CO

Prepared by: Jenny Loveland

01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

* Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

HD front springs Heavy-duty front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Leaf spring rear suspension

Suspension ride type rear DANA M300 rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 19.5"

Front wheels width 6.8"

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6.8"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 245mm Front wheel - RPM 611

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 245mm Rear wheel - RPM 611

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness * Towing brake controller Trailer brake controller
Towing trailer sway Trailer sway control

Exterior Features

Number of doors 2 doors * Running boards Running boards
Front splash guards Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrors Turn signal indicator in door mirrors

Tires

Front tires LT load rating G Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking Keyfob door locks Keyfob activated door locks

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

All-in-one key . . . All-in-one remote fob and ignition key Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel
mounted controls

Rear View Mirror

Day/Night rearview mirror . . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors
Heated door mirrors Heated driver and passenger
side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 6 beverage holders Beverage holders Front beverage holders
*Glove box Locking glove box Instrument panel storage . . . Instrument panel covered
bin
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-
touch up windows One-touch down window . . . Driver and passenger one-
touch down windows

Miscellaneous

Trip computer Trip computer PRND in IP PRND in IP
Upfitter switches Upfitter switches Accessory power Retained accessory power
Over the air updates Over the air updates

Comfort

Climate Control

Climate control Manual climate control Cabin air filter Cabin air filter

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

Headliner

Headliner material Cloth headliner material Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering Floor coverage Full floor coverage

Steering Wheel

Steering wheel material Urethane steering wheel Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display Number of first-row displays 2 total number of 1st row displays

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

Primary display size 8 inch primary display

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 voice activated audio controls

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display
Clock Digital clock

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer

* Turbo gauge Turbo/supercharger boost gauge

Transmission temperature gauge Transmission fluid temperature gauge

Gauge cluster display size (inches) 4.20

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

* DEF fluid gauge Diesel exhaust fluid (def) gauge

Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

Low tire pressure warning Tire specific low air pressure warning

* Low diesel exhaust fluid (DEF) warning
Low diesel exhaust fluid (DEF) warning

Glass

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01/14/2026



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlightsAutolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light... Variable instrument panel light

Lights

Running lights Daytime running lights
Clearance lights Cab clearance lights

Interior courtesy lights ... Fade interior courtesy lights
Perimeter approach lighting Remote activated
perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device
connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS
system via mobile device

Smart device integration Smart device wireless
mirroring

Internet Access

* **Internet access** **5G Modem - Ford Connectivity**
Package mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag
Front impact airbag passenger Cancellable front
passenger air bag
Front side impact airbag passenger Seat mounted
side impact front passenger airbag

Number of airbags 6 airbags
Front side impact airbag driver ... Seat mounted side
impact driver airbag
Overhead airbagsSafety Canopy System curtain first-
row overhead airbags

Seatbelts

Height adjustable seatbelts... Front height adjustable
seatbelts

Security System

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Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 635

Selected Equip & Specs (cont'd)

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with
Automatic Emergency Braking (AEB) forward
collision mitigation

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover



(800) 362-0240

sales@mtechcompany.com

service@mtechcompany.com

Quoted to: Piqua Underground Utilities

Quoted on: November 10th, 2025

Chad,

Sorry for my delay getting this over to you. Attached is the updated quote for the Ford F600 dump truck we discussed. I went ahead and removed the tarp system, added the 3-coal chute setup (left, middle, and right), and changed the configuration from a 4x4 to a 2x4. I wasn't able to remove the remote start, as it's included with the package selected for this truck.

As always, we really appreciate the continued partnership with you and your team. MTech is proud to support you not only with equipment but also with ongoing service, parts, and training whenever you need it. If there's anything you'd like adjusted or if you'd like to review options in person, I'd be more than happy to set that up.

Thanks again, Chad looking forward to hearing your thoughts. Please reach out with any questions!

COMPLETE PACKAGE COST: \$108,275

BEST TRUCK EQUIPMENT INC.

300 TEMPLE AVE
PAINESVILLE TOWNSHIP, OH 44077
Phone: (440) 579-5300 Fax: (440) 579-5255

Repair Estimate**217408**

Thank you for your business!

Bill To				Ship To		
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Warranty Threshold	PO Number
7767			(216) 662-3673		\$0.00	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
			217408			SHOP SALES

Make	Model	Description	Year	Odometer/Hours	VIN
COEW	NON-SERIALIZED				FyjXlezATEaKk10CLnFFcA
Date Purchase	Tag	Warranty Exp	ESP Expiration	Color	Storage Bin
		01/01/00	01/01/00		
Date In					
10/14/25					

Service 1 INSTALL 11' GALION STEEL STEEL DUMP BODY. PTO
OPERATED . HITCH PLATE W/ 7 RV WIRING & COMBO HOOK. 48"
CURB SIDE UB BOX . 3 COAL CHUTES IN TAIL GATE

Description	Line	Reference	Quantity	Net Each	Amount
MISC PART		GALION 100USD-11 PTO OPERATED W/ HITCH PLATE	1		
MISC PART		18X18X48 ALUM UB BOX INSTALLED	1		
MISC PART		COAL CHUTE INSTALLED	3		

Invoice Total _____
Sales Tax _____
Grand Total _____

2.0% Service Charge monthly if not paid within terms.
NO returns after 15 days ~ 25% Restocking Fee on returns.
NO returns on Electric and Plow Parts or Special Orders.
Please pay from Invoice.

Notes: _____ Customer acknowledges receipt thereof: _____





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COMPLETE PACKAGE COST: \$108,275

Cleveland
5642 Transportation Blvd.
Cleveland, OH 44125

Cincinnati
4265 Muhlhauser Rd.
Fairfield, OH 45014
Page 1 of 2

Detroit
11701 Belden Ct.
Livonia, MI 48150



Prepared by: Tyler Gribble

10/14/2025

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126

2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 34,300 lbs.**
- Front brake diameter: 15.4"
- Vehicle body length: 254.8"
- Vehicle body height: 81.9"
- Vehicle turning radius: 24.2'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- * **GCWR: 43,500 lbs.**
- * **Gooseneck towing capacity: 34,400 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 169.0"
- Front track: 74.8"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- * **Engine retarder system**
- 10-speed automatic
- * **Recommended fuel: diesel**
- Mechanical limited slip differential
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- Radiator
- Auxiliary power take-off
- Rear-wheel drive
- Driveline managed traction control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- DANA M300 rigid axle rear suspension

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10/14/2025

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126

2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 2 doors
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- LT245/70RS19.5 AS BSW front and rear tires
- * **Running boards**
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- 19.5 x 6.75-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Day/Night rearview mirror
- Fixed rear windshield
- Locking glove box
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 3
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat

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Prepared by: Tyler Gribble
10/14/2025

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126

2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags

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Prepared by: Tyler Gribble
10/14/2025

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126

2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- * **Rear mounted camera**
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

* Curb weight	7,633 lbs.	* Rear curb weight	3,211 lbs.
GVWR	22,000 lbs.	* Payload	14,290 lbs.

Trailer Weights

* Fifth-wheel towing capacity	34,300 lbs.	* Gooseneck towing capacity	34,400 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,500 lbs.

Front Weights

* Front curb weight	4,422 lbs.	GAWR front	7,500 lbs.
Axle capacity front	7,500 lbs.	Spring rating front	7,500 lbs.
Tire/wheel capacity front	9,080 lbs.		

Rear Weights

GAWR rear	15,500 lbs.	Axle capacity rear	15,500 lbs.
Spring rating rear	15,500 lbs.	Tire/wheel capacity rear	17,200 lbs.

Off Road

Min ground clearance	9.1"
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Exterior Measurements

Vehicle body length	254.8"	Vehicle body width	80.0"
Vehicle body height	81.9"	Wheelbase	169.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	30.5"	Rear frame height unloaded	35.0"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.2'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		

Interior Measurements

Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
----------------------------	-------------	--------------------------------	-------------

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2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

Interior Volume

Total passenger volume..... 64.6 cu.ft.

Headroom

Headroom first-row..... 40.8"

Legroom

Leg room first-row..... 43.9"

Shoulder Room

Shoulder room first-row..... 66.7"

Hip Room

Hip room first-row..... 62.5"

Powertrain

Engine

* Engine..... Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP

Engine cylinders..... V-8

* Ignition..... Compression ignition system

Engine block material..... Iron engine block

* Valves per cylinder..... 4

Engine location..... Front mounted engine

Engine mounting direction..... Longitudinal mounted engine

Cylinder head material..... Aluminum cylinder head

Engine Specs

* Displacement..... 6.7L

* Bore..... 3.9"

* Compression ratio..... 15.2

* cc..... 405.9 cu.in.

* Stroke..... 4.25"

SAEJ1349..... AUG2004 compliant

Engine Power

* Horsepower..... 330 HP@2200 RPM

* Torque..... 950 lb.-ft.@1800 RPM

Alternator

Alternator amps..... 190A

* Alternator rating..... 160A

* Alternator type..... Dual alternator

Battery

Battery amps..... 68Ah

Battery rating..... 750CCA

* Battery type..... Dual lead acid battery

Battery run down protection..... Battery run down protection

Engine Extras

Radiator..... Radiator

Auxiliary power take-off..... Auxiliary power take-off

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2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

* Engine retarder Engine retarder system

Transmission

Transmission 10-speed automatic

Overdrive transmission Overdrive transmission

First gear ratio 4.615

Third gear ratio 2.132

Fifth gear ratio 1.519

Reverse gear ratio 4.695

Eighth gear ratio 0.851

Tenth gear ratio 0.632

Selectable mode transmission Selectable mode transmission

Transmission oil cooler Transmission oil cooler

Transmission electronic control Transmission electronic control

Lock-up transmission Lock-up transmission

Second gear ratio 2.919

Fourth gear ratio 1.773

Sixth gear ratio 1.277

Seventh gear ratio 1

Ninth gear ratio 0.687

Stall ratio 1.97

Sequential shift control SelectShift Sequential shift control

PTO transmission provision PTO transmission provision

Drive Type

Drive type Rear-wheel drive

Drivetrain

* Axle ratio 4.3

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

* Fuel type diesel

Fuel Tank

* DEF capacity 7.20 gal.

Fuel tank capacity 40.00 gal.

Drive Feature

Limited slip differential Mechanical limited slip differential

Traction control Driveline managed traction control

Provisions

* Provisions Snow plow provisions

Fuel Economy and Emissions

Fuel Economy

* Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions



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10/14/2025

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2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

HD front springs Heavy-duty front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar
Suspension ride type rear DANA M300 rigid axle rear suspension

Suspension type rear Leaf spring rear suspension

Steering

Steering Hydraulic power-assist steering system
Steering type number of wheels 2-wheel steering system

Steering type Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter 19.5"

Front wheels width 6.8"

Rear Wheels

Rear wheels diameter 19.5"

Rear wheels width 6.8"

Front And Rear Wheels

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2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

Appearance.....	argent	Material.....	steel
Front Tires			
Aspect.....	70	Diameter.....	19.5"
Sidewalls.....	BSW	Speed.....	S
Tread.....	AS	Type.....	LT
Width.....	245mm	Front wheel - RPM.....	611
Rear Tires			
Aspect.....	70	Diameter.....	19.5"
Sidewalls.....	BSW	Speed.....	S
Tread.....	AS	Type.....	LT
Width.....	245mm	Rear wheel - RPM.....	611

Body Exterior

Trailerling

Towing wiring harness.....	Trailer wiring harness	*Towing brake controller.....	Trailer brake controller
Towing trailer sway.....	Trailer sway control		

Exterior Features

Number of doors.....	2 doors	*Running boards.....	Running boards
Front splash guards.....	Front splash guards		

Body

Body panels.....	Aluminum body panels with side impact beams
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Mirrors

Convex spotter.....	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors.....	Turn signal indicator in door mirrors
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Tires

Front tires LT load rating.....	G	Rear tires LT load rating.....	G
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Wheels

Dual rear wheels.....	Dual rear wheels
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Convenience

Door Locks

Door locks.....	Power door locks with 2 stage unlocking	Keyfob door locks.....	Keyfob activated door locks
All-in-one key.....	All-in-one remote fob and ignition key	Auto door locks.....	Auto-locking doors

Cruise Control

Cruise control.....	Cruise control with steering wheel mounted controls
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2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

Rear View Mirror

Day/Night rearview mirror . . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger
side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

* 120V AC power outlets 1 120V AC power outlet

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 6 beverage holders
Glove box Locking glove box

Beverage holders Front beverage holders
Instrument panel storage . . . Instrument panel covered
bin

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-
touch up windows

One-touch down window . . . Driver and passenger one-
touch down windows

Miscellaneous

Trip computer Trip computer
Upfitter switches Upfitter switches
Over the air updates Over the air updates

PRND in IP PRND in IP
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

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Price Level: 630

Selected Equip & Specs (cont'd)

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Number of first-row displays 2 total number of 1st row displays

Primary display size 8 inch primary display

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

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Price Level: 630

Selected Equip & Specs (cont'd)

Speakers

Speakers Standard grade speakers Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio SYNC 4 voice activated audio controls
Speed sensitive volume Speed sensitive volume

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display
Clock Digital clock
Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer
* Turbo gauge Turbo/supercharger boost gauge
Transmission temperature gauge Transmission fluid temperature gauge
Engine/electric motor temperature gauge Engine/electric motor temperature gauge
Engine hour meter Engine hour meter
Gauge cluster display size (inches) 4.20
* DEF fluid gauge Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Engine temperature warning Engine temperature warning
Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator
Oil pressure warning Oil pressure warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Low tire pressure warning Tire specific low air pressure warning
* Low diesel exhaust fluid (DEF) warning Low diesel exhaust fluid (DEF) warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights Headlight type Reflector headlights

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2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

Auto headlightsAutolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers .. Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light Variable instrument panel light

Lights

Running lights Daytime running lights
Clearance lights Cab clearance lights

Interior courtesy lights Fade interior courtesy lights
Perimeter approach lighting Remote activated
perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device
connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS
system via mobile device

Smart device integration Smart device wireless
mirroring

Internet Access

Internet access 5G Modem - Ford Connectivity
Package mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag
Front impact airbag passenger..... Cancellable front
passenger air bag
Front side impact airbag passenger..... Seat mounted
side impact front passenger airbag

Number of airbags 6 airbags
Front side impact airbag driver..... Seat mounted side
impact driver airbag
Overhead airbags Safety Canopy System curtain first-
row overhead airbags

Seatbelts

Height adjustable seatbelts... Front height adjustable
seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm



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10/14/2025

Liberty Ford, Inc. | 5500 Warrensville Center Road Maple Heights Ohio | 441373126

2026 F-600 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F6K)

Price Level: 630

Selected Equip & Specs (cont'd)

Active Driving Assistance

Lane departure Lane Departure Warning

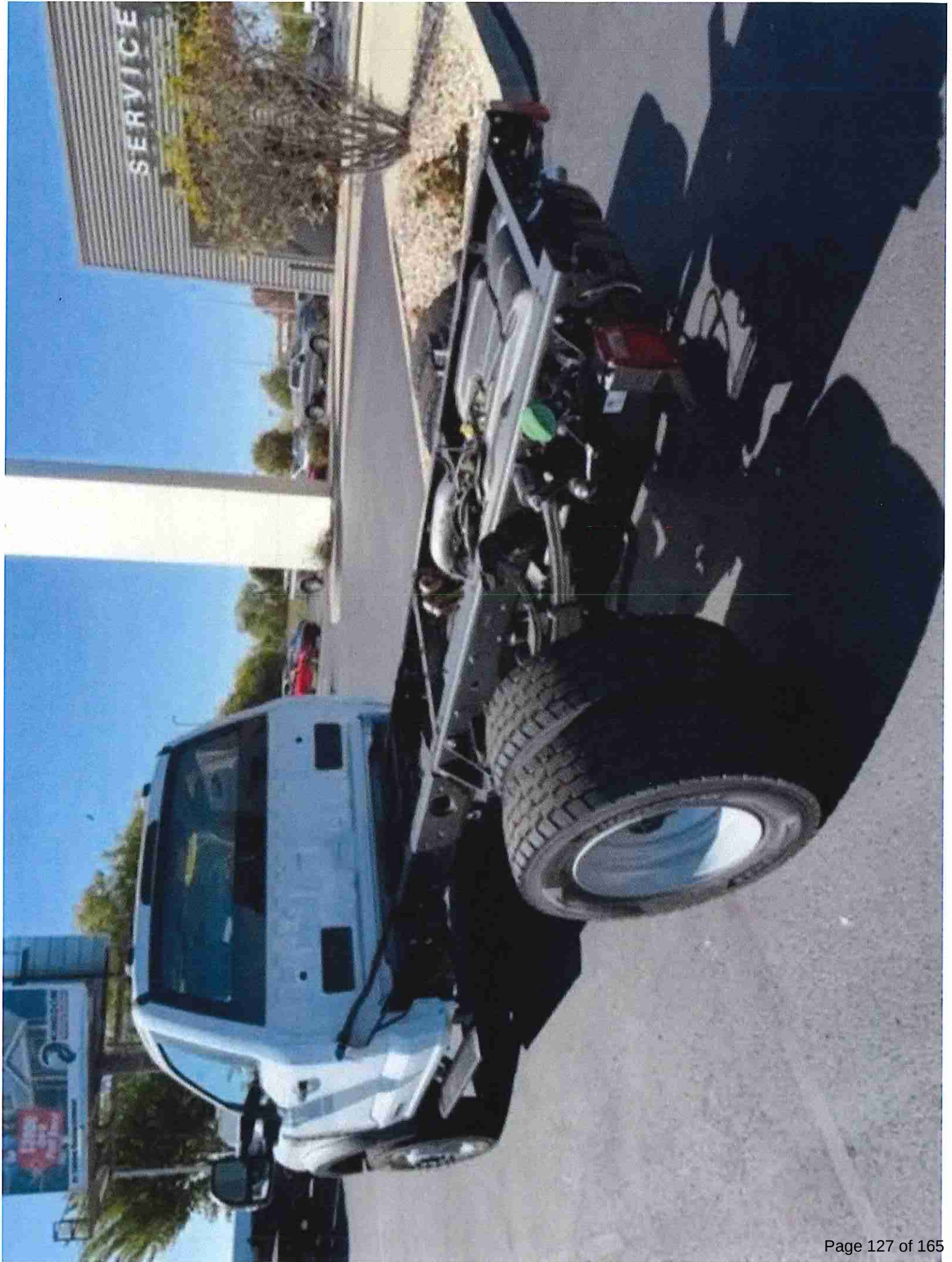
Forward collision warning Pre-Collision Assist with
Automatic Emergency Braking (AEB) forward
collision mitigation

Cameras

* Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover



City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.7.

MEETING DATE	February 3, 2026	
REPORT TITLE	Resolution No. R-18-26 A Resolution authorizing a Purchase Order to K.E. Rose Company for the Upfit of a Dump Body for the F600 Truck for the Underground Utilities Dept.	
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	Purchase of F600 Chasis and a cab and appropriate bed. This total purchase is being performed over the two resolutions on this issue, because the combined price of the delivered vehicle is over \$75,000, per ordinance. R-17-26 and R-18-26 come together for the overall vehicle.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$115,000
	Expenditure \$:	\$68,870 to Valley Truck Center \$26,095 to KE Rose Grand total of \$94,965 with a 10% contingency
	Source of Funds:	404-000-190-1900
	Narrative:	
ATTACHMENTS	1. K E Rose revised 1.22.26 2. Knapheide	

Resolution No. R-18-26

A Resolution authorizing a Purchase Order to K.E. Rose Company for the Upfit of a Dump Body for the F600 Truck for the Underground Utilities Dept.

WHEREAS, the current operations of the Wastewater plant requires the use of a new dump truck;
and

WHEREAS, there are two quotes for this work and KE Rose is the low bidder.

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 KE Rose Company for the upfit of the dump body on the F600.
- SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the City Treasury in an amount not to exceed \$28,700 in payment according to contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter	_____
Commissioner Rick Walker	_____
Commissioner Paul Simmons	_____
Commissioner Frank DeBrosse	_____



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Piqua
201 West Water St.
Piqua, Oh 45356

Date	Estimate #
1/22/2026	26-44699

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #
	CM			
Description	Qty	Cost	Total	
Furnish and install: Air-Flo Pro Class 11 ft 304 Stainless steel dump body, 96" wide, 1/4 cab shield, 17" high double wall solid sides, 6" side board pockets, double acting tailgate with EZ latch lever for release, sloping rub rails, 5" longills 3" crossmembers, 3 panel tailgate 23" high, AR450 HARDOX STEEL floor, lights per FMVSS108, undercoat thoroughly, mudflaps, scissor hoist 9 ton capacity, body prop, body up light, full subframe, fully undercoated, Mounted on customer supplied F-600 chassis with 84" cab to axle dimension	1	26,095.00	26,095.00T	
Furnish and install: Three (3) coal doors at rear of body	1		0.00T	
Furnish and install: PTO and pump	1		0.00T	
Furnish and install: Four corner LED strobe system, two (2) LED lights mounted in front grill, combination stop tail turn strobe lights mounted in rear of dump bed	1		0.00T	
Furnish and install: Heavy duty 20,000 lb. capacity rear plate hitch with D-rings, 2 1/2" receiver tube, 2" reducer and pin	1		0.00T	
Furnish and install: 7-pin RV and 4-way flat combo trailer plug	1		0.00T	
We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)			
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.	Total			

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

City of Piqua
201 West Water St.
Piqua, Oh 45356

Date	Estimate #
1/22/2026	26-44699

Cust P.O.#	Sales Rep	Project	Truck/License #	Contact & Phone #
	CM			

Description	Qty	Cost	Total
Install: OEM supplied factory backup camera at rear	1		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.		Sales Tax (0.0%)	\$0.00
		Total	\$26,095.00

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____



Seller: Knapheide Truck Equipment Center New Carlisle
10100 BALLENTINE PIKE
NEW CARLISLE, OH 45344-9534
1 (937) 845-3804
www.knapheide.com

QUOTE: QU-92-
1043276-1
Quote Expiration:
02/20/2026

Contact(s): Shane Guider (Outside Sales)
sguider22@knapheide.com
9374160006

Rich Sutter (Inside Sales)
rsutter59@knapheide.com
9378574078

Rich Sutter
rsutter59@knapheide.com

Customer: Piqua City Of Oh

ID: 13668
Address:

Phone:
Contact: Alan Miller

Terms: Due Upon Receipt
Bid Spec:

Description: 400U Dump Body

Quote Information:

Customer Request Date:
Quote Completed Date: 01/21/2026
Date: 01/21/2026 10:35 AM CST
of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Your Plant
Ship Via: Customer Pick Up
Ship To: Knapheide New Carlisle
10100 BALLENTINE PIKE
NEW CARLISLE, OH 45344-9534

Seq.	Description	Item	Quantity	Total
1	FURNISH AND INSTALL GALION MODEL 400U DUMP BODY. BODY CONSTRUCTED OF 7 GAUGE STEEL. 120" LENGTH. 84" WIDTH. 26" SIDE HEIGHT. 36" TAILGATE. 6" LONGSILLS. VERTICAL SIDE BRACING. 1/2 CAB SHIELD. 3 COAL DOORS IN TAILGATE. MANUAL TAILGATE. U850 DOUBLE ACTING HOIST WITH CONTROLS IN CAB. FORCE AMERICA HYDRAULIC SYSTEM WITH 25 GALLON ALUMINUM HYDRAULIC RESERVOIR. REAR PLATE HITCH WITH 2 D-RINGS AND 7 WAY ADAPTER. RUBBER MUD FLAPS. BODY PAINTED BLACK	PACKAGE	1.00	28,410.00
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$28,410.00
			Total:	\$28,410.00

Customer PO

Total Price

Credit Card Policy: We accept MasterCard, American Express, Visa, and Discover cards for payment.

Cancellation Policy: All cancellation requests must be made in writing. Upon any request for cancellation, any costs incurred by Knapheide during the fulfillment of Orders placed pursuant to this Quote shall be paid at 100%. Payments for cancellation are due in full at time of cancellation and/or upon cancellation of installation. Quoted prices are only guaranteed for orders placed as of the date specified on the Quote unless otherwise stated herein.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: All prices reflect the latest price in U.S. Dollars. Any order placed pursuant to this Quote shall be subject to these Terms and Conditions contained herein. These Conditions shall serve to exclude all other terms or conditions of purchase or other conflicting terms or conditions which may be issued, provided or referred to by Customer, all of which are hereby disclaimed or rejected, except insofar as any terms are expressly accepted in writing with an Authorized Knapheide Representative's written signature. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any deviation therefrom may result in price change. In addition, additional costs may be incurred in the process of fulfilling orders placed pursuant to this Quote and Knapheide reserves the right to adjust costs accordingly, including but not limited to, reprogramming fees, etc. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for

materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center New Carlisle terms and conditions as stated above.

Customer Signature	Print Name	Title	Date
Dealer Code	Dealership	Location	
VIN	If the chassis is customer supplied, Knapheide may require a chassis spec sheet		

City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.8.

MEETING DATE	February 3, 2026	
REPORT TITLE	Resolution No. R-19-26 A Resolution authorizing a purchase order to Best Equipment Co. for the purchase of a Vac-Con Hot Shot Freightliner 114SD for the Underground Utilities Dept.	
SUBMITTED BY	Kevin Krejny, Director Purchasing & Contracts	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	Replacement of a similar vehicle/equipment that has been in service since 2014.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$395,000
	Expenditure \$:	\$395,000
	Source of Funds:	404-000-190-1900
	Narrative:	
ATTACHMENTS	1. new jet 2. Piqua, OH HotShot Sales Proposal 3. old jet	

Resolution No. R-19-26

A Resolution authorizing a purchase order to Best Equipment Co. for the purchase of a Vac-Con Hot Shot Freightliner 114SD for the Underground Utilities Dept.

WHEREAS, the current operations of the Wastewater Dept. requires the use of a new Vac Con Hot Shot Freightliner 114SD; and

WHEREAS, the quote is based on Sourcewell contract #101221, a purchasing cooperative we are members of.

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 Best Equipment Co. for the purchase of a 2026 Vac-Con Hot Shot Freightliner 114SD Truck for an amount not to exceed \$410,000.
- SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw his warrants from time to time on the appropriate account of the City Treasury in an amount not to exceed \$410,000 in payment according to contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter _____
Commissioner Rick Walker _____
Commissioner Paul Simmons _____





SALES PROPOSAL

Provided by Best Equipment Company, Inc.

Experts in Municipal and Contractor Environmental Equipment Since 1917

Proudly Serving Indiana, Ohio, Kentucky, and Michigan

Prepared Especially For

Piqua, OH

Chad Martin

Prepared By

George Luce

Western Ohio Sales

Document ID	Prepared For	Prepared On	Pricing Valid Through
O - 25-0932 Q - 00003813 Please Reference Document ID Purchase Orders	Piqua, OH	1/22/2026	14 Days

Procurement	Payment Terms	FOB
Sourcewell, Vac-Con: #101221-VAC - Issue PO to Best Equipment Company, Inc.	Invoice	Piqua, OH

Product	Unit Price	Quantity	Total
New Equipment Vac-Con Hot Shot Freightliner 114SD	\$395,000.00	1.00	\$395,000.00
Subtotal			\$395,000.00
Grand Total			\$395,000.00

Agreement

Sign below to accept and agree to this sales proposal and all terms and conditions. Any changes to this agreement must be done so in writing. This agreement is binding. By signing, you agree that you are authorized to execute this contract.

Signature

Title

Date

Notes

New equipment includes pre-delivery inspection, delivery to customer site, and basic operational and maintenance training. Standard Manufacturer’s warranty applies. Warranty Statements are available upon request.

BestCare

Need a plan to take care of your investment? BestCare is Best Equipment Company’s preventative maintenance program, offering you customized plans to properly maintain and extend the life of your equipment. Email us at bestcare@bestequipmentco.com to learn more.

Terms and Conditions

Quotation
This document is provided for quotation purposes only and does not constitute an invoice. Do not remit payment based on this quotation. A final invoice will be prepared and sent, reflecting the total amount due at the time of billing.

Taxes
Applicable sales taxes are not included in this quotation unless specifically noted. Tax estimates may be provided upon request and are deemed reliable but not guaranteed. Exact taxes will be calculated and applied at the time of invoicing.

Order Cancellation
All order cancellations must be submitted in writing and are subject to the following terms:
Inventory Units: Cancellations of in-stock units may be subject to a cancellation fee of up to 10% of the total purchase price to cover administrative, restocking, and holding costs.
Custom and Customer-Ordered Units: Orders for custom-built or factory-ordered equipment are non-cancellable once submitted to the manufacturer. If a cancellation is requested and approved, a cancellation fee of up to 25% of the total purchase price may apply, based on production status, supplier penalties, and costs incurred.

Payment Terms
Payment is due in full upon invoicing unless alternate terms have been agreed to in writing by both the Buyer and Seller. All contractors are subject to COD (Cash on Delivery) terms unless otherwise approved in advance.

Delivery
Delivery dates provided are estimations only and are not guaranteed. Best Equipment Company, Inc. shall not be held liable for any loss of time, revenue, or other consequential damages due to delays in delivery. Title and risk of loss transfer to the Buyer upon delivery and unloading of equipment, as acknowledged by signature on this sales proposal or delivery confirmation. Due to continued volatility in global markets and supply chain constraints lead times are subject to change.

Unforeseen Costs and Price Adjustments
Prices quoted are based on current costs and market conditions at the time of proposal. In the event of unforeseen cost increases beyond our control—including but not limited to tariffs, surcharges, manufacturer-imposed price changes, or freight increases—Best Equipment Company, Inc. reserves the right to adjust the final purchase price accordingly. Such adjustments will be communicated in writing and applied proportionally to the affected goods or services.

Financing
If the Buyer is seeking financing, arrangements must be secured and executed in a timely manner. Delays in securing financing may result in cancellation of the agreement or reallocation of inventory.

Dispute Resolution
Any dispute arising from or related to the execution of this order shall first be addressed through good faith negotiations between the Parties. If such negotiations do not resolve the dispute within thirty (30) days, the Parties agree to submit the matter to mediation before a mutually selected neutral mediator. Mediation shall occur within forty-five (45) days of mediator selection. The Parties shall share equally in the cost of mediation. All rights, remedies, and defenses of the Parties are preserved should mediation prove unsuccessful. During any dispute resolution process, both Parties shall continue to perform their obligations to the extent practicable.

Limitation of Liability
Best Equipment Company, Inc.'s liability in connection with the sale of equipment shall not exceed the purchase price of the goods. Under no circumstances shall the Seller be liable for incidental, consequential, or special damages, including lost profits or business interruption.

Governing Law
This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any disputes shall be resolved in the appropriate state or federal court located within Marion County, Indiana.

Entire Agreement
This quotation and its terms constitute the entire agreement between the Buyer and Seller regarding the goods and services described herein and supersede all prior or contemporaneous understandings, whether written or oral. Modifications must be in writing and signed by both parties.

V04042025



DATE: 01.20.26
QUOTE: 112946

HOT SHOT JETTING MACHINE
SOURCEWELL CONTRACT: 101221-VAC
CUSTOMER: CITY OF PIQUA
SHIPPING: BEST EQUIPMENT, INDY

HS1600	
Sourcewell Discount	
Freightliner 114SD Plus 4x2 43000GVWR ISL370 3000RDS	
Mounting Body on Chassis	
Front Mounted, Articulating to Drivers Side, 600' X 1" Capacity	
500' x 1" Jet Rodder Hose-Cobra Hose Brand	
60/3000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140 HP	
Polyethylene Water Tank - 1 year warranty	
Hose rewind guide	
Hose guide (Tiger Tail)	
30" Leader Hose	
750 psi wash down hand gun with 25' of hose and nozzle	
1) each Sanitary and Penetrator Nozzles	
12 month standard Warranty - see certificate for details	
5lb Fire Extinguisher	
Set of Triangles	
2) Deck mounted storage trays	
1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)	
50' Capacity Retractable Hand Gun Hose Reel	
Air Purge System	
Chemical Tank (15) Gallons - 120v Pump And Invertor	
Winter Recirculating System for Rodder Hose -FEPTO and AUX-driven water pumps	
Hose Footage Counter (Curb Side)	
Auxiliary Engine Remote Oil Drain	
(2) Cone Racks 1.) Best Location Curbside 2.) Behind Front Bumper Curbside	
Hand Held Spot Light - LED with 50' Retractable Cord	
LED 4 Strobes - (2) front bumper / (2) rear bumper	
LED strobe with Limb Guard, Rear Debris Tank Mounted	
(2)Mirror Mounted LED Beacon/Strobe Light with Limb Guard	
Rear Camera Placement	
Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT	
1" x 10' Length Leader Hose	
16" x 13" x 72" Aluminum Side Mounted Tool Box, ea (ilo steel)	
Paint Module: Single-Stage Polyurethane White (white is standard unless otherwise specified. Sherwin Williams code: 940813)	
Paint Module: Single-Stage Polyurethane Black (Sherwin Williams code: 748691)	
PDI and Training	
Delivery	



City of PIQUA

COMMISSION AGENDA STAFF REPORT

N.9.

MEETING DATE	February 3, 2026	
REPORT TITLE	<u>Resolution No. R-20-26</u> A resolution authorizing the Municipal Government Complex Elevator Modernization Project, Phase II	
SUBMITTED BY	Bob Graeser, Facilities Mgr. Facility Services	
AGENDA CLASSIFICATION	Fiscal Legislation	
BACKGROUND	The modernization of the employee elevator in the Municipal Government Complex represents the second phase of upgrading the building's three elevators. This project is necessary to replace aging equipment, reduce the risk of system failures, and minimize extended downtime caused by obsolete or unavailable parts. The modernization will be performed by TK Elevator Corporation, a member of the Sourcewell purchasing cooperative. Utilizing Sourcewell enables an expedited process from project identification and scope development through completion, ensuring an efficient and streamlined execution.	
BUDGET/FINANCIAL IMPACT (Project costs and funding sources)	Budgeted \$:	\$ 100,000.
	Expenditure \$:	\$ 96,915.00
	Source of Funds:	001-002
	Narrative:	The completion of this upgrade will provide a contemporary modification to our aging employee elevator and provide the appropriate ADA compliance.
ATTACHMENTS	1. TK Elevator Modernization Proposal for City of Piqua - Employee Unit	

Resolution No. R-20-26

**A resolution authorizing the Municipal Government Complex Elevator Modernization Project,
Phase II**

WHEREAS, The City of Piqua employee elevator at the Municipal Government Complex is essential for accessibility and the safe movement of the employees, and visitors; and

WHEREAS, an assessment of the current elevator system has identified the need for an upgrade to ensure compliance with safety regulations, improve reliability, and extend the lifespan of the equipment; and

WHEREAS, the City of Piqua has solicited TK Elevator, through Sourcewell purchasing cooperative; and

WHEREAS, funds for this project have been budgeted and are available in the Building Fund in the amount of \$96,915.00

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

- SEC. 1: The City Manager is authorized to enter into a contract with TK Elevator Corporation for the upgrade of the public elevator at 201 W. Water Street for an amount not to exceed \$96,915.00
- SEC. 2: The Finance Director certifies funds are available and is authorized to draw his warrants from time to time on the appropriate account of the city treasury according to contract terms.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter	_____
Commissioner Paul Simmons	_____
Commissioner William Walker	_____
Commissioner	_____
Commissioner Frank DeBrosse	_____

MODERNIZATION PROPOSAL



MOVE BEYOND

Modernization Proposal



December 10, 2025

DMC City of Piqua Employee 4.0

Purchaser:	NJPA-CITY OF PIQUA	Project	PIQUA MUNICIPAL
		Location:	COMPLEX
Address:	201 W WATER ST	Address:	201 W WATER ST
	PIQUA, OH 45356-2235		PIQUA, OH 45356-2235

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering NJPA-CITY OF PIQUA (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$88,105.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above includes those value added taxes, tariffs, duties, and/or similar charges that are in effect as of the date of this proposal. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including any new or increase in taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 12-31-2026 and the installation must be completed by 01-27-2027, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at -

We appreciate your consideration.

Regards,

Chad Brown

Chad Brown
TK Elevator Corporation
934 Dalton Ave
Cincinnati, OH 45203
chad.brown@tkelevator.com | -

Modernization Proposal



SCOPE OF WORK

Building : City Building
201 W WATER ST

Groups Included

Group Name	# of units	Equipment Type
Employee Unit Group	1	Hydraulic

Group : Employee Unit Group
Equipment Classification: Hydraulic

Description of Work

Controller

Item Description	Option	Installed On
TAC 32H Controller (Includes Options listed below) • 24 VDC Signal Voltage • Electronic Door Detector Interface	New	Employee Unit
eMax Monitoring Device Provisions	New	Employee Unit Group
Solid State Starters (6 or 12 leads) 208 VAC	New	Employee Unit
Battery Lowering in Controller (10-D-0C)	New	Employee Unit
Controller Machine Room Box	New	Employee Unit
THY Board / CE Driver Board	New	Employee Unit
Position Indicator	New	Employee Unit
Car Riding Lantern	New	Employee Unit
Fire Service	New	Employee Unit
Hall Lanterns	New	Employee Unit
Hoistway Access	New	Employee Unit
User Interface Tool	New	Employee Unit
Hoistway Enable/Inspection Operation	New	Employee Unit

Jack

Item Description	Option	Installed On
Retain Jack	Retain	Employee Unit
Pipe Stands	New	Employee Unit

Hoistway Door Equipment

Item Description	Option	Installed On
Retain Hoistway Doors	Retain	Employee Unit

Modernization Proposal



Cab

Item Description	Option	Installed On
Retain Cab Interior	Retain	Employee Unit
Retain Cab Flooring	Retain	Employee Unit

Car Door Equipment

Item Description	Option	Installed On
Retain Car Door	Retain	Employee Unit
Micro Light (Front)	New	Employee Unit
Front Door Operator (SSSS) Additional Lead Time	New	Employee Unit
LD-16 Plus Drive Only (FRONT) includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	Employee Unit

Hoistway Equipment

Item Description	Option	Installed On
Selector and magnets (terminal limits included) Existing Steel Tape to be reused	New	Employee Unit
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	Employee Unit
HN Boxes (per each 2 cars, grouped)	New	Employee Unit

Car

Item Description	Option	Installed On
Cab Wiring Material (200MK1)	New	Employee Unit
Car Top Exit Switch	New	Employee Unit

Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below Column Type Swing Return for New/Existing Dover/tkE Cabs)	New	Employee Unit
Vandal Resistant Floor Buttons	New	Employee Unit
Cast Braille Plates for Car Features	New	Employee Unit
Standard Key Switch Package - Fan - Light - Independent - Stop - Inspection/Hoistway Enable)	New	Employee Unit
Emergency Light mounted in COP	New	Employee Unit
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Employee Unit
Handicap Signal (Passing signal)	New	Employee Unit
Position Indicator (2" CE Segmented)	New	Employee Unit
ADA Phone System integral with COP (Rath)	New	Employee Unit
Speaker Pattern for Intercom System/ADA Phone	New	Employee Unit
Locked Service Cabinet	New	Employee Unit
Certificate Window	New	Employee Unit
#4 Stainless Steel Finish (441)	New	Employee Unit
Car Riding Lantern (Standard) #4 S/S (441)	New	Employee Unit

Modernization Proposal



Hall Fixtures

Item Description	Option	Installed On
Terminal Hall Stations (Surface Mounted) with - Appendix O (Polycarbonate insert flame) - Fusion (#4 S/S (304))	New	Employee Unit Group
2009 & 2010 Elevator Communications Failure add	New	Employee Unit Group
Hoistway Access Switch in Hall Stations	New	Employee Unit
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Employee Unit
Intermediate Hall Stations (Surface Mounted) with - Appendix O (Polycarbonate insert flame) - Fusion (#4 S/S (304))	New	Employee Unit Group
Serial Boards for Hoistway Access	New	Employee Unit
Serial Boards for Hall Lanterns/Pls	New	Employee Unit
Serial Boards for Front Risers	New	Employee Unit Group
TAC Serial Boards, Base Charge	New	Employee Unit Group
Hall Lantern and Chime (Standard 5.25" x 11") White Up/Down LEDs #4 S/S (441)	New	Employee Unit
Standalone Fire Service Phase I with Plastic Instructions #4 S/S (441)	New	Employee Unit Group

Clarifications to Architectural Plans and Specifications:

1. None at this time

Modernization Proposal



01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	18 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	3 - 5 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of

Modernization Proposal



additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$88,105.00
Initial progress payment:	(55%)	\$48,457.75
Material furnished:	(20%)	\$17,621.00
Total of remaining progress payments:	(25%)	\$22,026.25

Purchaser may elect to finance all or a portion of the purchase price for the work described in this Agreement through TK Elevator's financing partner ("Financing Partner"), subject to the Financing Partner's approval and the terms of a separate financing agreement ("Financing Agreement") between Purchaser and Financing Partner. Purchaser acknowledges and agrees that [(i) Financing Partner is in no way affiliated with TK Elevator, (ii) Financing Partner will make any decision to offer financing to Purchaser independently and in accordance with its internal lending policies, (iii) TK Elevator cannot guaranty that Financing Partner will agree to provide financing to Purchaser on acceptable terms or at all, (iv) TK Elevator may be compensated by the Financing Partner in the event Purchaser enters into a Financing Agreement, and TK Elevator will not be a party to the Financing Agreement and shall have no responsibility for, and hereby expressly disclaims any liability arising out of or relating to, any decision on the part of Financing Partner to provide or decline to provide financing to Purchaser, and the negotiation, execution, performance, enforcement, or termination of any Financing Agreement. Purchaser acknowledges and agrees that Purchaser shall remain unconditionally and irrevocably liable to TK Elevator for any unpaid balance owing hereunder and TK Elevator's acceptance of the Financing Partner as a payment source shall not constitute a novation, satisfaction, waiver, or release of Purchaser's payment obligations under this Agreement.

Notwithstanding the foregoing, in the event Purchaser enters into a Financing Agreement with the Financing Partner and the Financing Partner fails or refuses to disburse any portion of the purchase price to TK Elevator for any reason, including without limitation default by either party under the Financing Agreement, bankruptcy or insolvency of either party, or termination of the Financing Agreement for any reason any unpaid purchase price then owing by Purchaser which shall be payable immediately by Purchaser upon demand by TK Elevator in accordance with this Agreement. Purchaser hereby waives any right of setoff, counterclaim, defense, or deduction against TK Elevator based on any act or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing Partner of the right to receive payment hereunder shall not impair TK Elevator's rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$285.00
Mechanic (OT) per hour	\$522.00
Team (Standard) per hour	\$513.00
Team (OT) per hour	\$940.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 01-27-2027 .

Modernization Proposal



03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following

Modernization Proposal



- A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
- A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- Adequate bracing of entrance frames to prevent distortion during wall construction.
- All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
- TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:

- Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- Purchaser shall provide:
 - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
 - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
 - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
 - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
 - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;
 - confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

Modernization Proposal



C. Miscellaneous:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
 - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
- Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- engineering, provision and installation of methane barriers or coordination/access;
- access to 2" pressurized water supply within 100'-0" of the jack hole location;
- a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- any spoils or water testing;

06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly

Modernization Proposal



- provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
 - Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
 - Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
 - The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
 - One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
 - If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
- Cost for temporary use of a Unit shall be \$200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
- Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.

Modernization Proposal



- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

08 MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

09 Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.

Modernization Proposal



- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. The price of this Proposal includes value added taxes, tariffs, duties, and/or similar charges that are in effect as of the date of this Proposal. Purchaser is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Proposal above and beyond the pricing set forth in this Proposal for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after the date of this Proposal; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after the date of this Proposal. When the materials and/or components called for in this Proposal are ready to ship, if required TK Elevator will provide Purchaser with a change order(s) covering all additional amounts mentioned in the preceding sentence which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

Modernization Proposal



p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or (vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

Modernization Proposal

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Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Eighty Eight Thousand One Hundred Five Dollars (\$88,105.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

NJPA-CITY OF PIQUA (Purchaser):		TK Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
Bob Graeser		Andrew Ogden	
(Print or Type Name)		General Manager	
(Print or Type Title)			
(Date of Acceptance)		(Date of Execution)	

MODERNIZATION FINANCING PROGRAM

Need to modernize your elevator or escalator quickly but it's not in the budget?
TK Elevator has partnered with GreatAmerica Financial to offer financing for
Modernization Projects in the United States and Canada.

Program Details:

Term Durations: 12 - 60 months

Loan Size: \$50,000 - \$5,000,000*

100% of Project Financing Available

Fixed Interest Rates

FAST Credit Approval!

Loans under \$500,000 – SAME DAY

Loans over \$500,000** – 24 to 72 Hours

Example of \$150,000 financed over a 60-month period at various interest rates:

Rate	Number of Payments	Payments per month
9.99%	60	\$3,186.32
10.99%	60	\$3,260.62
11.99%	60	\$3,335.91
12.99%	60	\$3,412.19

The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.

* Loans larger than \$5,000,000 may be accepted.

** All loans subject to credit approval.

Additional Information:

Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.

Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.

Not all applicants will qualify.

TK Elevator may receive compensation from GreatAmerica as part of this program.

TK Elevator is not a licensed lender and does not originate or arrange financing.

TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.

Resolution No. R-21-26

A Resolution authorizing the use of space within the Piqua Municipal Government Complex by a United States Representative.

WHEREAS, the City of Piqua, Ohio owns and operates the Municipal Government Complex for the purpose of delivering governmental services and serving as a central location for public engagement with local, state, and federal government; and

WHEREAS, the City Commission recognizes that access to federal governmental services and representation is a legitimate public purpose that benefits the residents, businesses, and institutions of the City of Piqua and the surrounding region; and

WHEREAS, a duly elected United States Representative has requested to use office space within the Municipal Government Complex for the purpose of meeting with constituents, providing constituent services, and conducting official congressional business; and

WHEREAS, constituent services provided by a United States Representative include assistance with federal agencies, veterans' services, federal programs, disaster recovery assistance, and other federal matters that directly affect City residents; and

WHEREAS, locating such constituent services within the Municipal Government Complex promotes accessibility, efficiency, and convenience for residents by providing a centralized and publicly accessible location for governmental services; and

WHEREAS, the use will be structured on terms permitted by law, ensuring that the City receives appropriate consideration and that public assets are used responsibly; and

WHEREAS, the City Commission finds that entering into such an agreement serves a valid public purpose and does not interfere with City operations;

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 Commission hereby authorizes the City Manager to negotiate and execute a use agreement for office space within the Municipal Government Complex with Representative Mike Carey, a duly elected United States Representative, subject to review by the City Law Director.
- SEC. 2: The agreement shall include terms and conditions deemed necessary by the City Manager and Law Director, including but not limited to rent, duration, insurance requirements, security provisions, and restrictions on use, provided that the space shall be used solely for official congressional and constituent service purposes.
- SEC. 3: This resolution shall take effect and be in force from and after the earliest period allowed by law.

JAMES D. VETTER, MAYOR

PASSED: _____

ATTEST: _____
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by None, seconded by None, and on roll call the following vote ensued:

Mayor James D. Vetter	_____
Commissioner Frank DeBrosse	_____
Commissioner Paul Simmons	_____
Commissioner Rick Walker	_____
Commissioner	_____