

ORDINANCE NO. 2020-032

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BURGESS & NIPLE, AND DECLARING AN EMERGENCY

WHEREAS, the City wishes to engage Burgess & Niple to provide engineering services for the analysis and improvements planning of the Glosser Road Pump Station; and

WHEREAS, this project will be funded from the Wastewater System Maintenance, Sewer Fund in the 2020 operating budget ; and

WHEREAS, Council approves the design services contract with Burgess & Niple in the amount of \$95,110.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager be authorized and directed to execute an Agreement between the City of Lebanon and Burgess & Niple in substantially the same form as the agreement attached hereto as "Exhibit 1".

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, morals and welfare of the City of Lebanon; and, for the further reason, that the execution of this agreement is necessary to have the consultant under contract prior to the April rain event to have them begin work immediately, then this Ordinance shall take effect immediately upon its adoption.

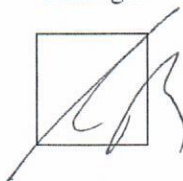



Mayor

Passed: *March 24, 2020*
Attest:


Clerk of Council

Sponsor

Mayor Brewer
Council member

City Manager	City Auditor	City Attorney
		

**CITY OF LEBANON
CONSULTANT AGREEMENT**

THIS AGREEMENT MADE AT LEBANON, OHIO, on the **24th** day of **March, 2020**, by and between the City of LEBANON, Ohio, acting by and through its City Manager, duly authorized by Ordinance No. 2020-032, passed by the Council of the City of LEBANON, Ohio, and dated the **24th** day of **March, 2020**, herein after referred to as the CITY, and **Burgess & Niple**, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to render certain professional design services for **RFQ #19-1838 – Glosser Road Pump Station – EQ Basin – 20” Force Main Analysis & Improvements Planning**, hereinafter referred to as the PROJECT; and

WHEREAS, the CONSULTANT is willing to provide said service for the considerations and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1. Description of Work.

A. The CONSULTANT agrees to perform the following work upon authorization by the CITY to prepare all items for the **PROJECT** as described in the attached Scope of Services (Exhibit A) prepared by the CONSULTANT dated **March 10, 2020** and the CONSULTANT's Hours and Fee Estimate (Exhibit B) dated **March 10, 2020**.

SECTION 2. Work Schedule and Progress Reports.

The CONSULTANT agrees to submit monthly progress and status reports showing what work has been accomplished. The reports shall be transmitted to the CITY within ten (10) calendar days from the end of the previous month.

SECTION 3. Compensation.

The CITY agrees to compensate the CONSULTANT for the performance of work specified in this Agreement as follows:

A. The CONSULTANT shall receive a lump sum amount of **Ninety Five Thousand One Hundred Ten and 00/100** Dollars (**\$95,110.00**) for the professional engineering services to prepare the final deliverables.

B. The CITY shall make monthly partial payments to the CONSULTANT, based on the work actually performed, upon receipt of an invoice from the CONSULTANT. The invoice shall include the current billing breakdown of person hours, a history of invoicing and documentation of reimbursable expenses.

C. Reimbursable expenses, including subconsultant costs, shall be the actual miscellaneous out-of-pocket expenses for services provided under this Agreement. No multiplier shall be added to reimbursable expenses.

SECTION 4. Incorporation by Reference.

The following Exhibits are hereby incorporated by reference into the within Agreement and made a part thereof as if the same were rewritten herein.

Exhibit A. The Scope of Services prepared by the CONSULTANT dated **March 10, 2020**.

Exhibit B. The CONSULTANT's Hours and Fee Estimate dated **March 10, 2020**.

In the event that the provisions in the CONSULTANT's proposal and this Agreement conflict, this Agreement will control.

SECTION 5. Any significant change in design or alterations of the work authorized by the CITY shall be performed under the terms of a written supplementary agreement.

If at any time the CONSULTANT believes that work directed by the CITY is not covered by this Agreement, the CONSULTANT shall immediately notify the CITY in writing to that effect, giving the estimate of cost for the work in question. The CITY shall not be obligated to compensate the CONSULTANT for work performed without prior approval by the CITY.

If at any time the CONSULTANT believes that work not covered by this Agreement is required to complete the work in this Agreement in a comprehensive, professional manner, the CONSULTANT shall immediately notify the CITY in writing to that effect, giving the estimate of cost for the work in questions. The CITY shall not be obligated to compensate the CONSUTLANT for work performed without prior approval by the CITY.

SECTION 6. The CONSULTANT agrees that all designs, calculations, survey data, drawings, flow data, specifications, estimates, and reports prepared for the CITY under the terms of this Agreement shall be furnished to the CITY upon request and delivered to and become the property of the CITY.

SECTION 7. The CONSULTANT shall seal and sign all construction plans, specifications, reports, and information submitted under this Agreement. No acceptance or approval by the CITY shall relieve the CONSULTANT or his subconsultants of their duty to correct any defects, errors or omissions in their plans, specifications and contract documents caused by the negligence of the CONSULTANT or any of its subconsultants or of any of its other professional obligations at its own expense.

SECTION 8. The CONSULTANT shall employ only State of Ohio Registered Professional Engineers and Architects in responsible charge of work on the project.

SECTION 9. The CONSULTANT shall provide, in satisfactory and proper manner as determined by the CITY, all labor, service, materials, equipment, and property necessary to complete the work required by this Agreement. Except as provided herein, it is expressly understood and agreed by the CONSULTANT as a part of this Agreement that no CITY services, materials, equipment, or property shall be used without the express written permission of the City Manager, and that the

CONSULTANT shall reimburse the CITY for any and all such services, materials, equipment or property so used.

SECTION 10. The CONSULTANT expressly agrees that no CITY employees shall be used to complete the work contemplated by this Agreement, whether or not said employees are compensated by the CONSULTANT, without the express written permission of the City Manager. The CONSULTANT further understands that any unauthorized use of CITY employees may result in the immediate termination of this Agreement.

SECTION 11. The CONSULTANT shall have access to such pertinent public records as are available to the CITY and applicable to the work to be done under this Agreement at no cost to the CONSULTANT. The CITY does not guarantee the accuracy, completeness, or validity of any of said records. The CONSULTANT shall verify the public records and existing conditions to the extent necessary to assure a complete PROJECT.

The CITY shall, at all reasonable times, have access to the work and drawings of the CONSULTANT for purposes of inspection and review.

SECTION 12. The CONSULTANT agrees that it will make no claim or charge for delays or hindrances to the extent that such delays are not longer than a 6-month period. Compensation for delays or hindrances shall be by extension of time for such reasonable periods of time as the CITY may decide. Delays for greater than 6 months may require additional fee mutually agreeable to CITY and CONSULTANT.

SECTION 13. The CITY and the CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign, sublet, or transfer its interest to this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 14. The CITY may terminate this Agreement at any time by written notification to the CONSULTANT by the City Manager. Immediately upon receipt of such notification, the CONSULTANT shall cease all work unless such notification states otherwise.

Compensation due the CONSULTANT in the event of termination shall be as mutually determined by the CITY and the CONSULTANT based upon the usable plans and data submitted or audited cost incurred. The CONSULTANT shall make no claim for additional compensation by reason of such termination.

SECTION 15. The CONSULTANT shall comply with all applicable Federal, State and City laws, statutes, resolutions, ordinances, rules and/or regulations, including the Worker's Compensation Law of the State of Ohio.

SECTION 16. Insurance Requirements.

- A. The CONSULTANT shall take out and maintain during the life of this Agreement at his own expense, such General Liability and Automobile Liability Insurance, as shall protect himself, the CITY, their agents, employees, representatives and subconsultants, from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage which may arise under this contract. The amounts of such insurance shall be no less than the following:
1. Combined Single Limit - General Liability Insurance: In an amount not less than \$1,000,000.
 2. Combined Single Limit - Automobile Liability Insurance: In an amount not less than \$1,000,000. (if applicable).
- B. CONSULTANT shall carry and keep in full force and effect during the life of this Agreement professional liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) for damages resulting from negligent acts, errors or omissions in the professional services rendered hereunder by CONSULTANT.
- C. CONSULTANT shall furnish the CITY policies showing that the insurance described in Subsections A and B above is in full force and effect prior to the commencement of any work under this Agreement. The insurance policies shall be written with an acceptable company with a Best rating of A- or better or a Standard and Poors rating of BBB or better; authorized and licensed to do business in the State of Ohio; shall be written in a form acceptable to the Director of Law of the City of LEBANON; shall be in force prior to any work of the Consultant being commenced; and shall be kept in effect until all work has been satisfactorily completed as determined by the CITY. Copies, or the originals, as the case may be, of such policies shall be furnished to the City of LEBANON and shall be approved by the City Law Director before work commences. The City of LEBANON shall be named as an additional insured on all general and automobile policies (not professional liability) and all policies shall provide for thirty (30) days written notice of cancellation to the City. Further, the CONSULTANT shall provide the CITY with the additional insured endorsements in a form acceptable to the City of LEBANON Director of Law.
- D. CONSULTANT shall further require the same amount and type of insurance evidenced by policies to the CITY from all subconsultants utilized under this Agreement.

SECTION 17. The CONSULTANT shall provide or cause to be provided at its own expense to the CITY certificates showing that it and/or its subconsultants are carrying Worker's Compensation.

SECTION 18. The CONSULTANT shall indemnify and hold the CITY, its agents, employees, and representatives harmless from and against any and all liabilities, losses, damages, costs, expenses and disbursements imposed on, asserted against or incurred by the CITY, its agents, employees and representatives to the extent that said liabilities result from the negligent performance of the CONSULTANTS's obligations. The CONSULTANT, as referred to herein, includes its agents, employees, contractors, and subconsultants. Nothing herein shall be construed as attempting to make the CONSULTANT responsible for the negligence of the CITY.

SECTION 19. Equal Employment Opportunity.

During the performance of this Agreement, the CONSULTANT agrees to comply with the Equal Employment Opportunity Policy of the City of LEBANON, Ohio involving public contracts, which is incorporated herein by reference and made a part hereof as if fully written herein.

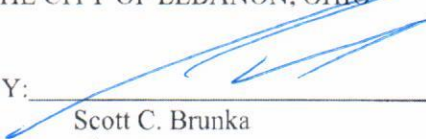
SECTION 20. Americans with Disabilities Act. All contractors providing or making available governmental services, programs, and activities to the CITY shall, during the performance of such contracts, comply with all applicable provisions of the Americans with Disabilities Act of 200 and any amendments thereto.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in duplicate the day and year first above written.

Signed and Acknowledged
in the presence of:

THE CITY OF LEBANON, OHIO

Witness Diana Lakes

BY: 
Scott C. Brunka
City Manager

Witness Michelle W. Horne

BURGESS & NIPLE

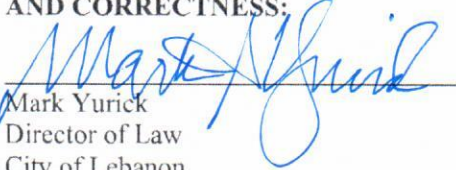
Witness Mark Upton

BY: Ken Sponaugle
Ken Sponaugle

Witness Mark Upton

Title: Executive Vice President

**APPROVED AS TO FORM
AND CORRECTNESS:**


Mark Yurick
Director of Law
City of Lebanon

Date: 4/17/20

**CERTIFICATE OF CITY AUDITOR
RFQ #19-1838**

I hereby certify that payment will be made on invoices issued to the City of LEBANON under the agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement as authorized by Ordinance No. 2020 20 032

Dan Burke 3/24/2020
Dan Burke Date
City Auditor

March 10, 2020

**GLOSSER ROAD PUMP STATION-EQ BASIN-20" FORCE MAIN ANALYSIS
AND
IMPROVEMENTS PLANNING
SCOPE OF WORK
EXHIBIT A**

Project Background

The Glosser Road Pump Station receives the majority of the wastewater flow from the City of Lebanon and pumps this flow to the City's Wastewater Treatment Plant approximately 25,500 feet away. The facility has experienced a limited number of high flow overflow events over the last three years. On September 26, 2019 the Ohio EPA issued a Notice of Violation (NOV) to the City listing the four overflow events occurring between July 2017 and July 2019 and ordered that the City develop a solution to eliminate future events and establish a compliance schedule. After soliciting proposals from interested engineering firms the City has selected Burgess & Niple (B&N) and Environmental Engineering Service (EES), (Jointly B&N Team or Consultant) to complete these engineering tasks.

Facility Overview

The existing pump station includes two large (nominally 5,500 gpm) and two small (nominally 2,150 gpm pumps). The station has little static head but significant friction head losses due to significant length of the force main. The small pumps operate at dry weather flow but reach shutoff head prior to a large pump starting. Therefore, large and small pumps cannot be operated in combination. A task for the proposed study is to determine the capacity needed to eliminate overflows. While unknown, it is on the general order of magnitude of 7,000 gpm. Since this is more than the capacity of one large pump the State has argued that the station does not have available firm capacity. Operation of the second large pump pushes both pumps far to the left on their pump curve and results in only an additional 1,000 gpm of flow; still short of the needed capacity as evidenced by the overflows which caused the NOV. On the other hand, a 7,000 gpm flow would equal 83% of the capacity of the wastewater treatment plant (WWTP). This might limit growth in other areas of the city or call into question the need for WWTP expansion.

The Glosser Road site also includes a 4,000,000-gallon Equalization Basin (EQ). When flow exceeds pumping capacity, flow is hydraulically diverted to the EQ. Overflows occur when the EQ is full, and the pump station is operating at capacity. The overflow occurs automatically by the system water level reaching a high-level weir leading to the overflow pipe.

Project Objective

The Objective of the current Engineering Services Contract is to study the hydraulics of the existing system, develop alternative solutions to eliminate the overflows, evaluate those alternatives, recommend a course of action, and develop a conceptual design of the proposed solution. Preparation of the Detailed Basis of Design will be the first task in a future design services contract.

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Task Summary

The proposed work is divided into nine work tasks. The broad description of these are as follows:

Task 1	Project Management and Meetings
Task 2	Review of Existing Information
Task 3	Review of Previous Master Plans, Growth Projections, and Collection System
Task 4	Existing Equipment and Structure Assessment
Task 5	Development and Technical Evaluation of Alternatives
Task 6	Cost Estimates and Non-Economic Evaluations
Task 7	Compliance Schedule
Task 8	Identification of Grants and Loans/Preparation of Lebanon's "Funding Profile"
Task 9	Deliverables

Detailed Scope Descriptions

Task 1 – Project Management and Meetings: Project Management includes the work effort to organize and schedule the work, establish and maintain project records and communications. This communication is both the communications internal to the Consultant Team and the routine communications between the Team and the City. Task 1 also includes meetings not specific to another task, including preparation of agenda and minutes This includes the Project Kick-off meeting, monthly progress meetings with Consultant and City, an initial data gathering meeting, and one or two meetings with SW District Ohio EPA. Routine written communications such as the monthly progress report are also part of this Task.

Task 2 – Review of Existing Information: This task is focused on the accumulation and review of existing engineering and technical data related to the system in general and the Glosser Road Facility in particular. A preliminary list of data to be considered includes:

- As-Built Drawings of Glosser Rd EQ Tank and Pump Station
- Operational Flow Records of WWTP (3-5 years)
- Operational Records of Collection System (3-5 years)
- Operational Records of South Lebanon, Turtle Creek, & Muddy Creek Pump Stations
- Glosser Road Pumping Flow Rates and Storage Volumes and Over Flows (3-5 years). If reported flows vary significantly from flows anticipated from calculated values, Consultant will develop recommendations for additional investigations of the force main.
- I&I Flow Data and Previous Reports
- Available Geotechnical Data/Reports
- Force Main Assessment Reports

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Task 3 – Review of Previous Masterplans, Growth Projections, Collection System

Studies: Task 2 focuses on the review of engineering and other technical data; more numerical based in nature. Task 3 is a review of existing planning documents. This includes:

- Existing Master Plans and Growth Projections
- Historic Populations Relative to Flows
- Historic I&I Flows to Determine Rate of Change over Time.

Task 3 then continues with the development of two key factors that will be the foundation for the rest of the Project.

- First is the development of projected flows that must be handled by the improved facility. The NOV indicates a 20-year planning period, so this sub-task is to develop a 20 year or greater projection of flows.
- Second is the determination of the Design Storm/Design Event to be remediated. The NOV directs, “The pump station must be upgraded to be capable of pumping all design flow without the largest pump. A combination of the pump station, force main, and flow equalization tank must be upgraded to eliminate all unauthorized discharges at this location.” The key terms here are “design flow” and “unauthorized discharges”. It is not possible, nor required, to eliminate “all discharges” as this would require accommodation of the largest flood event on record. Thus, there are authorized discharges resulting from rain, storm, or flood events larger than some pre-established “design event”. To determine this, it is necessary to reach agreement with Ohio EPA as to the storm frequency (2, 5, or 10-year frequency storm); the duration (3, 6, 12, or 24 hour); and the timing (does this design storm overlay February’s or July’s typical hydrologic conditions). Modeling of the collections system to develop a design storm is not included in the scope of work.

Finally, Task 3 concludes with the preparation of the first of several Technical Memorandum (Tech Memo). This Tech Memo will summarize the work completed in Tasks 2 and 3.

Task 4 – Existing Equipment and Structures Assessment: This task includes a site inspection and evaluation of the existing facilities and is focused on the physical condition of equipment, buildings and structures. This is important information for developing a valid scope for alternatives and the subsequent costing of those alternatives. For example, if one alternative requires new electrical equipment and another does not; but the physical condition assessment says the electrical equipment is at the end of its useful life then there is no cost advantage to the alternative that doesn’t require new gear for process reasons. On the other hand, if the electrical equipment is nearly new, there could be a strong bias, and cost benefit, to the alternative that does not require electrical equipment replacement. This task will consider:

- Pumps
- Grinders,
- Electrical Equipment,
- Pump Station Concrete Structure (but no entry of confined spaces)
- Pump Station Building and Building Systems
- Equalization Tank
- Site Structures

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This task will conclude with the preparation of a Technical Memorandum summarizing the findings.

Task 5 – Development and Technical Evaluation of Alternatives: This task forms the core of the Project work effort and includes the development of alternatives to solve the stated problem. The Task includes the technical evaluation of each of these alternatives. There is a limited number of solutions to consider including:

- The first alternative is to “shorten the force main” by inserting an intermediate pump along its route. Because the existing station works against mostly friction headloss, lowering the head a pump must overcome increases the pump capacity. The goal would be to change the operating point enough that a single existing pump would meet the required flow rate. Three variations of this alternative exist:
 - Intermediate Pump Station with Wetwell – This is a traditional “lift station in series”. It must be at the physical location associated with the needed head on the original pump.
 - Intermediate Booster Station on Force Main – This simply boosts pressure and has greater flexibility of location.
 - Intermediate Booster Station at Glosser Rd Pump Station – This is the extreme of boosting pressure early and effectively makes Glosser Road a two-stage pump system. It has the advantage of a single site and the disadvantage of the highest system pressures.
- The second alternative is the addition of storage at Glosser Road – By storing flow the peak flow rate that must be pumped is lowered; moving the existing pump to an acceptable capacity. Storage also consumes less of the peak capacity of the treatment plant but extends the period the plant must operate at higher than average flowrates. Again, there are three options:
 - Additional Storage at Existing EQ Basin – The existing basin is gravity fed and reaches maximum level when there is still 6 feet of freeboard. By changing the fill and drain means to a partially pumped system, 4 or 5 feet of additional storage could be available in the existing tank.
 - New EQ Basin Above Grade – New storage could be added with an above ground tank either as a sole solution or in concert with additional storage in the existing tank. Above grade storage is likely less costly than in ground but requires a pumped flow delivery.
 - New EQ Basin in Ground – Similar to the prior option but being in ground it reverses the advantages and disadvantages.
- The third alternative is selection of new larger pumps to replace the large pumps at Glosser Road. Technically there are two options but practically there is one.
 - One option is to replace the large pumps in the existing structure with larger pumps. However, the current pumps are the maximum size that will physically fit. Therefore, this option is not considered viable. It will receive at least brief consideration.
 - New Pump Station at Glosser Road – This leaves the option of providing larger/higher head pumps requiring a larger pump station facility.
- The fourth alternative is to provide a parallel force main that would result in a lower velocity during peak flows, thus shifting pump operation toward increased flow. This alternative is anticipated to be rejected because of high cost, property acquisition, and disruptive construction activity.

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Task 5 includes the evaluation of the existing WWTP and the impact of the various Glosser Road solutions on the capacity of the WWTP. If a “pump everything” solution requires a treatment plant upgrade and a “store everything” solution does not, the cost analysis will quickly shift in favor of storage.

The first task is to develop, and narrative describe, the alternatives listed above. A major component is to provide a concept level design and technical evaluation of each allowing comparison and selection of the optimal solution. 11” x 17” format drawings will be developed to illustrate each alternative. Technical advantages and disadvantages of each alternative will be developed.

Task 5 will conclude with the preparation and presentation of a Technical Memorandum.

Task 6 – Cost Estimations and Non-Cost Considerations

Cost estimates will be developed in a two-tier process. First, concept level costs will be developed as a screening tool to shorten the number of alternatives to a short-list (tentatively 3). Then a more in-depth cost development of the short-listed alternatives will be developed for the final analysis. Because there are heavy operating cost options (pumping) and low operating cost options (storage) it will be necessary to consider both conceptual level capital and operating costs.

There are considerations that are neither cost nor “technical” in nature that need to be considered. These will be identified as part of Task 6 and entered into consideration. This might include items such as:

- Odor risk
- Preference for one versus two sites
- Community reaction to an additional pump station site (might be different for a re-pump station versus a booster station)
- Regulator acceptance of increased storage in lieu of/or in combination with increasing pump station capacity.

These cost and non-cost factors will be summarized in a Technical Memorandum and presented.

Task 7 – Compliance Schedule: This Project is in response to a Notice of Violation from Ohio EPA for four overflow events over a two-year period. A requirement of the NOV is for the City to propose a compliance schedule to Ohio EPA by which the City will resolve the occurrence of unauthorized discharges. The first step in the schedule is the initiation of this Project. As a recommended alternative emerges the Consultant in concert with the Owner will develop a viable compliance schedule for the design, construction, and start-up of the proposed solution. The compliance schedule needs to include time for design; approval by the City; Permitting; funding; advertisement, bidding and award; construction; startup and commissioning; and a demonstration period. Development of a compliance schedule must hold consider the need to aggressively address eliminating unauthorized overflows and a realistic understanding that one or more step will experience an unexpected delay.

Task 8 – Identification of Grants and Loans/Preparation of Lebanon’s “Funding Profile”: Solving and funding complex environmental issues is often an expensive proposition in an era of limited budgets and competing demands. There are a number of state and federal

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government funded programs to assist local communities with these needs. Some Grants are available and reduced rate loans are fairly broadly available if identified early and pursued. This work Task will exam the major available funding sources. Consultant will work with Owner to identify the preferred funding program and assist with the development of the City's Funding Profile and a Funding Implementation Schedule. Consultant will prepare OPWC Round 35 Preapplication and ODWA Planning Loan Application for design

Task 9 – Final Report: The previous tasks have developed a series of Technical Memorandum, exhibits, and cost estimates. The Final Report will consolidate these into a cohesive document and add a more detailed description of the proposed course of action. The Final Report will include an Executive summary and a Recommendations and Conclusions section. Consultant will deliver two paper copies and one electronic copy of technical memorandums, intermediate submittals, and final deliverables.

GLOSSER ROAD PUMP STATION-EQ BASIN-20" FORCE MAIN ANALYSIS
AND
IMPROVEMENTS PLANNING
HOURS AND FEE ESTIMATE
EXHIBIT B

TASK	DESCRIPTION	HOURS	SUBTOTAL
Task 1	Project Management and Meetings		
	A Project Management	32	\$5,440.00
	B Kick-Off Meeting	9	\$1,658.00
	C Monthly Progress Meeting (4 Meetings)	24	\$3,872.00
	D Monthly Progress Reports (4)	20	\$3,640.00
	E OhioEPA SW District Meetings (2 Meetings)	8	\$1,496.00
	F Data Gathering Meeting with City Staff	8	\$1,000.00
	SUBTOTAL HOURS		101
	SUBTOTAL FEE		\$17,106
Task 2	Review of Existing Information		
	A Review As-Built Drawings of Glosser Rd EQ Tank and Pump Station	8	\$1,300.00
	B Review Operational Flow Records of WWTP (3-5 years)	14	\$1,570.00
	C Review Operational Records of Collection System (3-5 years)	14	\$1,570.00
	D Review Operational Records of South Lebanon, Turtle Creek, & Muddy Creek Pump Stations	14	\$1,570.00
	E Review Glosser Pumping Flow Rates and Storage Volumes and Over Flows (3-5 years)	14	\$1,570.00
	F Review I&I Flow Data and Previous Reports	3	\$525.00
	G Review Available Geotechnical Data/Reports	1	\$125.00
	H Review Force Main Assessment Reports	1	\$230.00
	SUBTOTAL HOURS		69
	SUBTOTAL FEE		\$8,460
Task 3	Review of Previous Master Plans, Growth Projections, Collection System Studies		
	A Review Existing Master Plans and Growth Projections	6	\$780.00
	B Review Historic Populations Relative to Flows	6	\$780.00
	C Review Historic I&I Flows to Determine Rate of Change over Time.	6	\$780.00
	D Develop Flow Projections	6	\$780.00
	E Determine Design Storm/Event to be Remediated	6	\$780.00
	F Technical Memo Summarizing Findings of Task 2 and Task 3	10	\$1,700.00
	SUBTOTAL HOURS		40
	SUBTOTAL FEE		\$5,600
Task 4	Existing Equipment & Structures Assessment		
	A Site Visit	12	\$2,058.00
	B Building, Structural, Electrical, and Equipment Assessment	4	\$650.00
	C Technical Memo Summarizing Findings	4	\$710.00
	SUBTOTAL HOURS		20
	SUBTOTAL FEE		\$3,418

GLOSSER ROAD PUMP STATION-EQ BASIN-20" FORCE MAIN ANALYSIS
AND
IMPROVEMENTS PLANNING
HOURS AND FEE ESTIMATE
EXHIBIT B

Task 5	Development & Tech Evaluation of Alternatives		
	A Existing and Forecasted WWTP Hydraulic Impact Evaluation	16	\$3,680.00
	B Intermediate Pump Station with Wetwell	36	\$5,240.00
	C Intermediate Booster Station on Force Main	16	\$2,380.00
	D Intermediate Booster Station at Glosser Rd Pump Station	12	\$1,700.00
	E Additional Storage at Existing EQ Basin	16	\$2,440.00
	F New EQ Basin Above Grade	20	\$2,540.00
	G New EQ Basin in Ground	20	\$2,540.00
	I New Pump Station at Glosser Road	36	\$6,400.00
	J Combination Matrix of B through G Above	48	\$6,760.00
	K Technical Memo Summarizing Findings	44	\$7,960.00
	SUBTOTAL HOURS		264
	SUBTOTAL FEE		\$41,640
Task 6	Cost Estimations & Non-Economic Evaluations		
	A Cost Estimate - Conceptual Level of 8 Alternatives	9	\$1,110.00
	B Cost Estimate - Refinement of 3 Shortlisted Alternatives	9	\$1,110.00
	C Non-Economic Evaluations of 3 Shortlisted Alternatives	9	\$1,110.00
	D Technical Memo Summarizing Findings	11	\$1,570.00
	SUBTOTAL HOURS		38
	SUBTOTAL FEE		\$4,900
Task 7	Compliance Schedule		
	A Develop Compliance Schedule	4	\$500.00
	SUBTOTAL HOURS		4
	SUBTOTAL FEE		\$500
Task 8	Identification of Grants and Loans		
	A Develop Lebanon "Funding Profile"	24	\$2,692.00
	B Identify Appropriate Funding Program	20	\$1,884.00
	C Document Funding Implementation Schedule	14	\$1,442.00
	D Prepare Various Applications	28	\$2,268.00
	SUBTOTAL HOURS		86
	SUBTOTAL FEE		\$8,286
Task 9	Deliverables		
	A Final Report - All Tech Memos, Costs, Funding, and Schedule	32	\$5,200.00
	SUBTOTAL HOURS		32
	SUBTOTAL FEE		\$5,200
	HOURS (TOTAL)		654
	FEE (TOTAL)		\$95,110



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2020

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 Willis Towers Watson Northeast, Inc. fka Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED Burgess & Niple, Inc. Attn: Karen Anderson 5085 Reed Road Columbus, OH 43220	INSURER A: National Union Fire Insurance Company of P 19445	
	INSURER B: Continental Insurance Company 35289	
	INSURER C: New Hampshire Insurance Company 23841	
	INSURER D: Continental Casualty Company 20443	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W15996128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	GL 5268138	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CA 4489627	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	6080621408	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	Y	WC 15893628	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Professional Liability		AEH008215011	04/01/2020	04/01/2021	Each Claim: \$10,000,000 Aggregate: \$10,000,000 Deductible: \$500,000

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

The Umbrella/Excess policy does not sit excess over Professional Liability coverage.

Job Project Location: RFQ #19-1838; Glosser Road Pump Station - EQ Basin - 20" Force Main Study/Analysis & Improvements Planning COI Control #20200330.

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and

CERTIFICATE HOLDER

CANCELLATION

City of Lebanon
 Attn: Darren D. Owens, PE, SI, Director of Public Works
 580 W Main St
 Lebanon, OH 45036

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of Pennsylvania, Inc.		NAMED INSURED Burgess & Niple, Inc. Attn: Karen Anderson 5085 Reed Road Columbus, OH 43220	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
Umbrella/Excess Liability, when required by written contract.
Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation, when required by written contract and permitted by law.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

Policy No. GL 526-81-38 issued to BURGESS & NIPLE, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**.

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

Policy No. CA 448-96-27 issued to BURGESS & NIPLE, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2020 forms a part of Policy No. WC 015-89-3628

Issued to BURGESS & NIPLE, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.


Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE



POLICYHOLDER NOTICE NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS

NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS

- In the event this Policy is cancelled prior to its expiration date, for any reason other than non payment of premium, the Insurer shall provide to the broker of record, a blank schedule to be completed by the **Insured** or such broker, with the names and email addresses of any and all certificate holders to whom the **Insured** requests the Insurer provide notification of such cancellation ("notification"). Such schedule must be completed and returned to the Insurer within 5 business days of the broker's receipt. Upon the Insurer's receipt of the completed schedule, the Insurer shall endeavor to provide notification to those entities set out in such schedule. If the schedule is not returned to the Insurer within 5 business days the Insurer will not provide notification. The Insurer will assume that the schedule provided to the Insurer by the **Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file.
- There will be no schedule provided and, consequently, no notification provided, if such cancellation is for non payment of premium.
- Any notification by the Insurer to any party that is not the first **Named Insured** on the Policy is intended as a courtesy only. The Insurer's failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA79045XX (09-2014)Endorsement

Effective Date: 04/01/2020

Endorsement No: 12 ; Page 1 of 1

Underwriting Company: Continental Casualty Company

333 S. Wabash Ave., Chicago IL 60604

Policy No: AEH008215011 Policy

Effective Date: 04/01/2020

Policy Page: 25 of 47

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00099548

BURGESS & NIPLE INC
5085 REED RD
COLUMBUS, OH 43220-2513

Period Specified Below
07/01/2019 to 07/01/2020



www.bwc.ohio.gov
Issued by: BWC

Stephanie B. McCloud
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.