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Resolution No. ..... *Passed* ....., ... YEAR

CITY OF BELPRE
RESOLUTION NO. 14 (2026-27)

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PICKERING ASSOCIATES FOR THE HILL STREET WATER TANK- PAD STABILIZATION PROJECT

WHEREAS, the Administration and the Belpre City Council have determined that with commencement of Hill Street Water Tank project that questions have arisen about the stabilization of the hillside above the tank location as well as storm water drainage issues below the tank site; and

WHEREAS, the Administration and the Belpre City Council have determined that additional engineering services are required to provide an alternative stabilization program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BELPRE, OHIO, THAT:

SECTION I

The Belpre City Council hereby finds that additional engineering services will be needed to provide an alternative stabilization plan for the hillside and the water storage tank.

SECTION II

Pickering Associates have previously supplied engineering services plan for the City of Belpre. Therefore, the Belpre City Council hereby authorizes the Mayor to enter into a contract on behalf of the City of Belpre for the estimated cost of $81,000.00. A copy of the proposed agreement is attached hereto as Exhibit A and is incorporated herein by reference.

SECTION III

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety, and for the further reason that these engineering studies must be completed before the end of 2026, so that construction contracts may be executed for the completion of the Hill Street Water Storage Tank Project before the summer of 2027. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: August 24, 2026

ATTEST: Kimberly S Mendel

PRESIDENT OF COUNCIL

PRESENTED TO MAYOR: 8/25/26

APPROVED BY MAYOR: 8/25/26

MAYOR

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on August 25, 2026, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

August 25, 2026
Date

Kimberly S Mendel
CLERK

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Agreement for the Provision of Limited Professional Services

Project Title:	Hill Street Water Tank – Pad Stabilization
PA Project No.:	2264005 Rev #: 1
Client: Billing Address:	City of Belpre 715 Park Drive Belpre, Ohio 45714
Contact Name:	Susan Abdella – Mayor 740-423-7592 mayor@cityofbelpre.com
Proposal Date: Proposal Expiration Date:	August 10, 2026 30 days from Proposal Date
PA Project Manager:	Mark A. Welch, PE

1. Project Scope

A. Project Description:

The City of Belpre (the Client) plans to install a new 100 foot diameter tank on their existing property near 2300 Hill Street. The geotechnical engineer that has been involved with the project and the City of Belpre were concerned about possible landslide slippage on the site. The City previously hired Pickering Associates to perform a topographical survey of the disturbed area and construction site. That survey has been completed and showed there were slips on the site and the upslope hillside from the proposed tank location was constructed too steep and not in accordance with the original tank site construction drawings created by ADR.

The Client is concerned about the hillside stability and also the stability of the proposed tank pad location. The Client has provided PDF copies of the previous tank design drawings and geotechnical report to Pickering Associates. The Client is concerned with the overall stability of the site and of the tank pad location. It is likely that a new retaining wall will be required to stabilize the hillside upslope of the planned water tank location. The Client has requested Pickering Associates to perform new/additional geotechnical studies of the site, prepare site construction drawings, and prepare tank foundation pad drawings. The previous tank installation, water line, and electrical design drawings will not be modified and will still be used in the future installation of the tank. All work associated with this project will be coordinated with Mayor Abdella.

B. Engineering Scope of Services:

Pickering Associates shall provide services for the proposed project. The following tasks will be associated with the Project and form the basis of the budget:

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Project Management Services:

1. Provide leadership for the overall design team and for the project.
2. Ensure regular communication between the Client and design team.
3. Schedule and lead drawing review meetings with the Client.
4. Attend (1) City Council meeting to review and discuss the planned approach, drawings, etc.

Civil Engineering Services:

1. Review existing drawings and geotechnical reports provided by the Client.
2. Coordinate with geotechnical engineer for new soil boring locations, depth of borings, investigation and reporting requirements, etc.
3. Coordinate/Procure geotechnical engineer for subsurface investigation for hillside slope stability and water tank foundation design.
    a. Geotechnical work will be performed by a sub-consultant. Work will include (4) new soil borings drilled a minimum of 5 to 10 feet below auger refusal depth into the underlying rock via rock coring.
    b. Laboratory testing of soil samples obtained from field drilling will be performed
    c. Results of field and laboratory testing will be analyzed by geotechnical engineer and corresponding report will be created.
    d. Geotechnical engineer will provide design parameters for deep foundations associated with the tank (likely driven our auger cast piles) and also for the retaining wall design (likely a drilled shaft piling wall)
4. Design site grading for hillside area(s) and tank pad location area. (Note – previously design drawings created by ADR will continue to be used for the future construction. Pickering drawings will serve primarily as the hillside construction drawings of the area upslope of the tank, area immediately downslope of the tank, and the immediate tank pad area. Other aspects of the previous design will remain unchanged such as overall S&E plan, water line drawing, storm line drawing, etc.).
5. Develop associated sections and details for the project.

Structural Engineering Services:

1. Review project documentation and project soils report(s).
2. Design retaining wall for the hillside upslope from the proposed tank location.
3. Review tank manufacturer requirements for the foundation. Coordinate with tank manufacturer.
4. Design tank foundation in accordance with geotechnical report and tank manufacturer requirements.
5. Prepare construction drawings for work described above.
6. Prepare project technical specifications.

C. Items Not Included*:
    1. Electrical or plumbing design

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2. Surveying services
3. Calculation Submission
4. Construction Administration or Bidding Assistance
5. Items not specifically included in the Scope above.

*Additional services can be provided upon request.

2. Project Budget

Geotechnical Services:	$40,000.00 (Lump Sum)
Engineering & Project Management Services:	$41,000.00 (Lump Sum)
Total:	$81,000.00 (Lump Sum)*

*Construction administration services can be provided upon request for additional fees.

3. Estimated Project Schedule

		Earliest Date*
Start:	Receipt of Signed Agreement	08/03/2026
Geotechnical Complete:	Start + 8 Weeks	09/28/2026
Review Drawings:	Start + 6 Weeks	09/14/2026
Construction Drawings:	Geotech Complete + 4 Weeks	10/26/2026

*Schedule shown is approximate and subject to change due to review time, weather delays, sub-consultant work, etc.

4. Proposal Clarifications, Assumptions, and Special Conditions

A. Pickering Associates will provide drawings for the Client's review and approval once. Client will be responsible for approving the drawings prior to Pickering Associates proceeding with final design unless this approval is waived.
B. A Site Environmental Analysis is not included. The Owner is responsible for determining if there is any site contamination and correction of same if required.
C. Scope revisions will be handled in writing between both parties.
D. The schedule is an estimate based on information known at the time of the proposal and subject to validation at the time the contract is executed. Scope changes and/or information/approval receipt delays may result in schedule modifications. "Design stops" ordered by the Client may result in additional fees (start-up, schedule re-work, etc.).
E. An allowance for normal reimbursable expenses is included in the project budget. Normal reimbursable expenses included are as follows: document reproduction expenses and mileage for site visits and client review meetings. Additional reimbursable expenses such as photographic processing, etc. are not included in the lump sum fee above and will be invoiced on a time and materials basis with prior client approval.
F. Missing/unknown information and/or design criteria will be assumed by Pickering Associates and noted on the drawings for approval by others.
G. Pickering Associates shall have access to and be provided all available, relevant existing and proposed project documentation.
H. Pickering Associates shall not be responsible for the cost of any fees and/or permits.

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I. Pickering Associates shall be provided access and appropriate assistance pertaining to all site investigations.
J. Only documented "special" design criteria, etc. provided to Pickering Associates prior to the date of this proposal will be included. Otherwise, "standard" design criteria, etc. shall be used at Pickering Associates' discretion.
K. Various assumptions to be used for evaluation and design purposes will be listed on the drawings and assumed correct unless notified otherwise in writing.
L. Construction means, methods, design, etc. shall be the Contractor's responsibility.
M. The Client shall provide assistance with communication and coordination efforts with other parties associated with the project.
N. This proposal is based on conversations with the Client and project documentation submitted to Pickering Associates at the time of this proposal.
O. The Client acknowledges the Consultant (Pickering Associates) has no expertise in the geotechnical engineering services (Geotech) to be performed but is contracting for those services at the request of and solely for the convenience and benefit of the Client. Consultant will retain the services of a geotechnical engineering firm to provide soils testing services for the benefit of the Client and Project. Under its contract with the Geotech firm, Consultant will require the Geotech to carry insurance for the Project. Client is a third-party beneficiary under the contract between Consultant and Geotech firm. Accordingly, Client agrees Consultant is not responsible to Client or any third parties for negligence, errors, omissions, any other claims of causes of actions, or other deficiencies in the services of the Geotech firm rendering design, engineering or related services for the benefit of the Client or the Project. In the event of a dispute relating in any way to the services of the geotechnical engineering firm, Client will look solely to the geotechnical engineering firm for redress. Consultant shall assign, if necessary, any rights it holds to enable Client to pursue its claims directly against geotechnical engineering firm.

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Execution of Agreement:

Project Title:	Hill Street Tank – Pad Stabilization
PA Project No.:	2264005 Rev # 1
Project Budget:	**$81,000.00 (Lump Sum)**
Proposal Date:	August 10, 2026
Proposal Expiration Date:	30 days from Proposal Date

By witness below each of the parties have agreed to the above terms and conditions:

Offered by:

08/10/2026
(Signature) (Date)

Mark A. Welch, PE
Director of Commercial Design
Pickering Associates

Accepted by:

(Signature) (Date)

Client Representative

The Professional Services Terms and Conditions that follow are part of this agreement.

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Professional Services Terms and Conditions

Pickering Associates shall perform the services outlined in this agreement for the stated proposed architectural/engineering scope. This proposal shall only be valid for 30 days after the proposal Issue Date.

Project Scope Changes
Revisions to this proposal may be required if site conditions and/or project requirements change and create extreme challenges considered beyond the scope of this proposal. Pickering Associates shall be immediately informed of any design changes or additional information. The engineering budget does not include any engineering, design, and/or drafting services for the proposed work unless specifically mentioned and detailed in this proposal. This proposal is based on our understanding of the project scope of work as provided by the Client at the time of this proposal.

Time-and-Materials Fee
If proposed as a time-and-materials quotation the total fee shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. The Client will be notified when fees reach 90% of the estimate, at which time the Client shall direct Pickering Associates concerning proceeding. The Client shall be responsible for all fees to date at any given time. Pickering Associates has the right to modify rates at regular annual intervals.

Lump Sum Fee
The total fee shall be understood to be a lump sum, based upon Scope of Services. Fees shall be invoiced at various milestones based on percent completion to date with the full fee due upon completion of the Scope. Work outside the Scope of Services shall only be completed under supplemental fees as specified in this proposal by written approval of the Client. For the portion of the work that is being performed on a time-and-materials basis, Pickering Associates has the right to modify rates at regular annual intervals.

Billings/Payments
Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Pickering Associates may, without waiving any claim or right against Client and without liability whatsoever to the Client, suspend work or service provision until payment terms are reached. Retainers, if included in the contract, shall be credited on the final invoice. A service charge will be charged at 1.5% (or the highest legal rate allowed) per month on the unpaid balance for all accounts over 30 days. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay the amounts including the cost of collection, including reasonable attorneys' fees.

Standard of Care
In providing services under this agreement, Pickering Associates will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Pickering Associates will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Pickering Associates' part of the Project. Regardless of any other term or condition of this Agreement, Pickering Associates makes no express or implied performance guarantee or warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed. Field surveys by Pickering Associates shall consist of measurements using standard tape measures, measuring wheels, levels, and existing drawings. Tolerances of created objects shall be based on accuracy of existing drawings and reasonable human/recording measurement method error. Unless specifically stated, Pickering Associates shall not be responsible for any work associated with additional property, easement, and/or right-of-way acquisition. All specifications provided or identified by the Client at the time of project inception shall be incorporated into the design.

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Consequential Damages
Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Pickering Associates shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Access to the Work Site and Existing Documents
Unless otherwise stated, Pickering Associates will have access to the site for activities necessary for the performance of the services. Pickering Associates will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. Additionally, Pickering Associates will have access to previous engineering and design documents that apply to the project.

Hidden Conditions and Hazardous Materials
A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Pickering Associates has reason to believe that such a condition may exist, Pickering Associates shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Pickering Associates has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Pickering Associates shall not be responsible for the existing condition nor any resulting damages to persons or property. Pickering Associates shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form. This proposal does not include any work related to asbestos containing materials, PCB's, lead, or other environmental hazards. If the site needs to be tested or is found to contain existing hazardous issues, Pickering Associates shall be compensated for all additional time and expenses associated with working with and rectifying the respective issues.

Evaluation and design both will be based on member sizes, material properties, and other properties and uncompromised material properties. (Various assumptions will be listed on the drawings and will be assumed correct unless notified otherwise in writing.) Pickering Associates shall not be responsible for existing construction deficiencies or the complete structural integrity of any existing structure. It shall be the Client's responsibility to verify construction loads do not exceed the loading conditions stated on the construction drawings.

Indemnifications
The Client shall indemnify and hold harmless Pickering Associates and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Pickering Associates) or anyone for whose acts any of them may be liable. This indemnification shall include the client's failure to promptly perform tasks for which they were responsible or for the disclosure of pertinent information.

Risk Allocation
In recognition of the relative risks, rewards and benefits of the project to both the Client and Pickering Associates, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Pickering Associates total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of $50,000 or the amount of Pickering Associates' fee (whichever is less) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, Pickering Associates negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Unless expressly implied, Pickering Associates will not be responsible for consequential, punitive or speculative damages or lost profits.

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Termination of Services
Either party may terminate this agreement upon 10 days written notice should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Pickering Associates for all services rendered to the date of termination, all-reimbursable expenses, and reasonable termination expenses.

Ownership of Documents
All documents produced by the Pickering Associates under this agreement, including electronic files, shall remain the property of Pickering Associates and may not be used by this Client for any other purpose without the written consent of Pickering Associates. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Pickering Associates and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Pickering Associates and its consultants.

Notification
The Client shall promptly report to Pickering Associates any actual or suspected errors or omissions in the project or defects in their services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify Pickering Associates in a timely manner shall relieve the Pickering Associates of the costs of remedying the errors or omissions above the sum such prompt notification would have allowed. Customer will notify Pickering Associates within one (1) year of their intention to bring a claim against Pickering Associates for work they performed.

Construction Activities
Pickering Associates shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution
Any claim or dispute between the Client and Pickering Associates shall be submitted by the claimant within 7 working days in writing to the other party for review and resolution within 5 working days of notification. Upon continued disagreement, then non-binding mediation shall be employed within the next 30 days, subject to the parties agreeing to a third-party mediator(s) at each party's expense. This agreement shall be governed by the laws of the principal place of business of Pickering Associates.

Force Majeure
If Pickering Associates is prevented from doing or completing their work by an act of God or other unforeseen events (power failure, labor strike, earthquake, etc.), then Pickering Associate's inability to perform the work in accordance with the project schedule will be excused for a reasonable time.

End of Professional Services Terms and Conditions