CITY OF OBERLIN, OHIO

ORDINANCE No. 12-07 AC CMS

AN ORDINANCE TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF A SCHEDULE FOR PROFESSIONAL PROJECT MANAGEMENT, ENGINEERING AND RELATED SERVICES WITH THE MUNICIPAL ENERGY SERVICES AGENCY ("MESA") AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH REGARDING LANDFILL GAS ENERGY DEVELOPMENT AND DECLARING AN EMERGENCY

WHEREAS, the City of Oberlin, Ohio, ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore entered into an agreement with Energy Development, Inc. ("Developer") to provide a supply of landfill gas generated electricity to American Municipal Power, Inc. ("AMP") members; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems in Ohio, Kentucky, Michigan, Pennsylvania, Virginia and West Virginia; and

WHEREAS, Municipal Energy Services Agency ("MESA") is a joint venture formed pursuant to ORC §715.02 by municipalities that operate municipal utilities, to provide resources, including, but not limited to, project management, engineering and related services to participating members and to members of AMP; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-11-2005-4444, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP, and AMP affiliates such as MESA to Municipality; and

WHEREAS, certain Members, have determined that they can utilize additional sources of reliable and economical landfill gas to energy electric capacity and energy on a long term basis at

reasonable costs, and have requested that AMP arrange for the same by developing or otherwise acquiring interests in certain landfill gas to energy facilities ("Landfill Facilities"); and

WHEREAS, in furtherance of this purpose, Municipality and Energy Development, Inc. ("EDI"), will enter into an agreement under the terms of which EDI is to expand and improve Municipality's electric utility infrastructure and to pay the costs of such expansion and improvement; and

WHEREAS, it is necessary and desirable for Municipality to enter into a Schedule to Municipality's Master Services Agreement with AMP to provide supplemental project management, engineering and related services to assist it and Developer in the design, construction, installation and project management associated with a variety of activities involved with the delivery of landfill gas generated electricity.

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF OBERLIN, COUNTY OF LORAIN, STATE OF OHIO, FIVE-SEVENTHS (5/7THS) OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That the Schedule for Professional Project Management, Engineering and Related Services between Municipality, Developer and MESA, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, are approved, and the City Manager is hereby authorized to execute and deliver the Schedule for Professional Project Management, Engineering and Related Services with such changes as the City may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the Schedule for Professional Project Management, Engineering and Related Services to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to (i) acquire under the Schedule for Professional Project Management, Engineering and Related Services, authorized above, a Contract Amount of service as defined in that Schedule without bid, and (ii) make any determinations and approvals required thereunder, if any, as the City Manager shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to acquire professional project management and engineering services at the earliest date possible in order to design and construct utility system improvements necessary to support landfill gas energy interconnection requirements and meet developer's generation commercial operation date" and shall take effect immediately upon passage.

and shall take effect infinediately upon passage.

PASSED: 1st Reading – February 6, 2012 (S, E, F)

2nd Reading – 3rd Reading –

ATTEST:

BELINDA B. ANDERSON, CMC

CLERK OF COUNCIL

POSTED: 02/07/2012

RONNIE J. RIMBERT

PRESIDENT OF COUNCIL

EFFECTIVE DATE: 02/06/2012



MESA Engineering Services School SCHEDULE TO MASTER SERVICES AGREEMENT BETWEEN SERVICES AGENCY FCVD

CITY OF OBERLIN

FOR PROFESSIONAL PROJECT MANAGEMENT, ENGINEERING AND RELATED SERVICES REGARDING THE DESIGN, CONSTRUCTION AND INSTALLATION OF LANDFILL GAS GENERATION AND RELATED FACILITIES AND INFRASTRUCTURE BY A DEVELOPER

WHEREAS, Municipal Energy Services Agency (hereinafter "MESA"), is a joint venture formed pursuant to O.R.C. §715.02 by municipalities that operate municipal utilities, to provide resources. including, but not limited to project management, engineering and related services to participating members and to members of American Municipal Power, Inc. (herein "AMP"); and

WHEREAS, the City of Oberlin, Ohio (herein "Owner"), among other things, operates a municipal electric utility that provides electricity to residential and industrial customers and is a member of AMP; and

WHEREAS, in order to secure an adequate supply of reliable, economical and environmentally friendly electricity for AMP members, Owner has entered into an agreement with Bio Energy (Ohio II) LLC. ("Developer") to provide a supply of landfill gas generated electricity to Owner's residents and customers; and

WHEREAS, in addition to providing AMP members a supply of landfill gas generated electricity, Developer has also agreed to expand and improve Owner's electricity utility infrastructure and to pay the costs of such expansion and improvement; and

WHEREAS, Owner and Developer desire supplemental project management, engineering and related services to assist it and Developer in the design, construction, installation, and project management associated with a variety of activities involved with the installation of additional landfill gas generation by Developer, and to enable Developer to deliver across Owner's electric utility distribution system, additional landfill gas generated energy (herein "Project") as more fully set forth in Exhibit A for Owner; and

WHEREAS, MESA has the expertise and ability to provide the necessary project management, engineering and ancillary services requested; and

WHEREAS, Municipality, MESA, and AMP have executed a Master Services Agreement dated November 5, 2005 and also known as AMP Contract No. C-11-2005-4444 (herein "MSA") that sets forth various terms and conditions pursuant to which Owner will contract for various services with AMP and AMP-affiliated entities, such as MESA; and

WHEREAS, Owner, Developer and MESA desire to enter into a Schedule under the MSA for the provision of supplemental project management, engineering and related services to assist Owner and Developer in the design, construction, and installation of the Project as set forth herein; and

NOW THEREFORE, this schedule ("Schedule") is hereby entered into this 15 day of FERRARY, 2012 between Owner, and MESA for certain project management, engineering and related services in the design, construction, and installation of the Project.

Owner, Developer and MESA (the "Parties" or a "Party"), in consideration of their mutual covenants, herein agree to the performance or furnishing of professional project management and engineering design and related services by MESA with respect to the Project and payment for those services by Developer to Owner pursuant to the Owner/Developer Interconnection Agreement Amendment and to MESA from Owner, pursuant to this Engineering Services Schedule. A further description of Scope of Services shall be set forth in Exhibit A attached hereto and incorporated by reference as if fully set forth herein.

ARTICLE I. STANDARD OF CARE

The standard of care for all professional project management, engineering and related services performed or furnished by MESA under this Schedule will be the care and skill ordinarily used by members of MESA's profession, practicing under similar conditions at generally the same time and in the same general locality.

ARTICLE II. - MESA'S RESPONSIBILITY

MESA's scope of work and responsibilities are set forth in Exhibit A – Description of Project and Scope of Work attached hereto and incorporated by reference as if fully restated herein. MESA shall complete its scope of work on the Project with reasonable diligence, in consultation with the Owner and Developer, to arrange for the design, acquisition, construction and installation of the Project. All construction work on the Project by contractors or others shall conform to all applicable Ohio prevailing wage laws.

MESA shall issue periodic progress reports, not less than monthly, to Owner.

MESA shall complete its work in connection with the Project in a professional manner, as described in Article I and in accordance with all applicable laws, rules, regulations and codes. MESA shall not allow any liens on the Project and shall assure that any and all warranties or other guarantees of workmanship or equipment that are a part of the Project shall inure to the benefit of the Owner.

Owner shall arrange for appropriate amounts of property and casualty insurance on the facilities and equipment that comprise the Project up to and after the point of transfer of title to the Project to Owner. In no event will MESA be liable for any loss or damage associated with the Project, other than loss or damage directly caused by the intentionally wrongful acts of MESA. At no time will MESA have title to any facilities, equipment, materials or supplies, without limitation, comprising the Project.

MESA is an independent contractor providing Services to Owner. This Schedule shall not be construed or interpreted as creating any employment, partnerships, or joint venture relationship between MESA and Owner. MESA shall not exercise any control over Owner's employees or agents and Owner

shall not exercise any control over MESA's employees or agents. Developer consents to Owner's retention of MESA to provide services as set forth herein..

ARTICLE III. - OWNER'S RESPONSIBILITIES AND ACKNOWLEDGEMENTS

Owner shall designate in writing an employee of Owner to act as Owner's representative with respect to Owner's responsibilities and the services to be performed by MESA under this Schedule. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to MESA's services for the Project.

Owner shall provide information, comments and approvals regarding the Project as required in a timely manner for input into the design, engineering, acquisition, construction, and testing of the Project. The Owner shall assist MESA and its consultants or contractors in obtaining all permits, zoning variances, easements, notifications, licenses and other requirements as are necessary for completion of the Project.

Owner shall, in a timely manner, take such action necessary to approve all major equipment, construction and installation contracts with third Parties.

Owner shall cooperate in the testing and engineering of the Project.

Owner shall assist MESA by placing at MESA's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. MESA may use and rely on such reports, data, and information in performing or furnishing services under this Schedule. Owner shall also provide all criteria and full information as to Owner's requirements for the Project.

Owner shall arrange for access to and make all provisions for MESA to enter upon public and private property as required for MESA to perform services under this Schedule.

Owner's representative shall attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other Project related meetings and substantial completion and final payment inspections. Owner's representative shall give prompt written notice to MESA whenever Owner's representative observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MESA's services or any defect or nonconformance in MESA's services, or in the work of any contractor.

Owner shall accept the Project when completed and tested in accordance with the scope of services.

ARTICLE IV – PAYMENT

MESA shall be compensated for its services in accordance with the amount of hours that MESA's employees work in support of the Project. Owner shall compensate MESA for project management and engineering design services performed in accordance with the Scope of Work and as noted in Exhibit A. MESA shall be entitled to additional compensation for services performed in excess of the maximum

amount of compensation for project management and design services due to the actions of Owner or third parties which are not due to or the fault of the MESA.

MESA shall bill its employees' time at the rate set forth in the Billable Rate Sheet attached as Exhibit B, which may be revised from time to time upon written agreement of the Parties for the project management and design services provided pursuant to the Scope of Work. The Billable Rate Sheet sets forth the hourly rate charged for MESA's personnel assigned to perform services for Owner in accordance with the Scope of Work. MESA shall also be reimbursed for all its costs and expenses for all other equipment, materials, supplies and contract services purchased and acquired on behalf of Owner to complete the design, construction, installation and start-up of the Project. There shall be a five percent (5%) mark up on the purchase of materials.

Monthly invoices will be provided which detail the hours charged, expenditures made and materials used. MESA shall submit monthly invoices for MESA's work on the Project during the previous month. As MESA initiates purchase orders and/or contracts to provide materials to perform Work required by the Project, invoices will be sent to the Owner in the amount of ten percent (10%) of the purchase order and/or contract plus 5% (applied to material purchases only). All invoices shall be paid by the Owner within twenty (20) days.

It is the Parties' intent that MESA be compensated for all its reasonable costs and expenses associated with MESA's work on the Project. It is also the intention of the Parties that in no event shall MESA be responsible to pay any party any amount related to the performance of this Schedule, for any reason. Owner and/or Developer shall therefore indemnify, defend and hold MESA harmless from any and all claims brought against MESA in the performance of this Schedule, including, without limitation, claims for work, materials or the like.

MESA shall submit invoices to Owner, attn: Mr. Steve Dupee at the address supplied below.

Mr. Steve Dupee Director City of Oberlin 289 South Professor St. Oberlin, OH 44074

Owner shall submit a copy of the paid invoices to the Developer, at the address supplied below, pursuant to Bio Energy (Ohio II) LLC

Bio Energy (Ohio II) LLC 3322 West End Avenue Nashville; Tennessee 37203

Attn: Dennis Bollinger, Vice President Business Development 615-574-7563 Direct; 615-636-3386 Cell 615-383-8737 fax

<u>Dennis.Bollinger@energydi.com</u>

<u>www.energydevelopments.com</u>

ARTICLE V - TERM

The term of this Schedule shall begin upon execution of this Schedule by the Parties and continue until the Project is deemed complete or the Schedule is otherwise terminated in accordance with the terms and provisions of this Schedule.

ARTICLE VI – TERMINATION

Either Party may terminate this Schedule for cause upon ten (10) days written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party. Notwithstanding the foregoing, this Schedule will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues to diligently to cure the same, the cure period provided from herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

Owner may terminate this Schedule for convenience upon thirty (30) days written notice to MESA. MESA shall be entitled to compensation pursuant to the terms of this Schedule for services provided in accordance with this Schedule up until the termination date, and as set forth above, in no event shall MESA be responsible to pay any party based upon claims connected to this Schedule. Owner's and Developer's obligations to indemnify, hold harmless, and defend against any and all claims for payment shall survive any termination pursuant to this provision.

ARTICLE VII - USE AND OWNERSHIP OF DOCUMENTS

MESA and Owner shall each retain an ownership interest in all design documents, including the drawings and specifications. Accordingly, both Owner and MESA may use the MESA's design documents for any purpose, including the use and occupancy of the Project. MESA retains the right to reuse the design documents solely at its discretion. MESA may reuse the design documents. Any reuse of the design documents by Owner shall be at Owners' sole risk and liability, and MESA specifically disclaims any liability or responsibility for such reuse or to update the same.

ARTICLE VIII - CONTROLLING LAW

This Schedule shall be controlled by the laws of the State of Ohio. The Parties agree that courts of Franklin County, Ohio shall have exclusive jurisdiction over any litigation arising out of this Schedule.

ARTICLE IX – ASSIGNABILITY

Except for assignment of any duties or obligations hereunder by MESA to AMP which assignment is deemed approved by Owner, neither Owner nor MESA may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Schedule without the written consent of the other, such consent not to be unreasonably

withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Schedule.

Except as to AMP, as noted in the preceding paragraph, nothing under this Schedule shall be construed to give any rights or benefits in the Schedule to anyone other than Owner or MESA, and all duties and responsibilities undertaken pursuant to this Schedule will be for the sole and exclusive benefit of Owner and MESA and not for the benefit of any other Party.

ARTICLE X - MODIFICATION

Modifications to this Schedule may, from time to time, be necessary. In the event either Party believes such a modification is required, both Parties agree to negotiate any such modifications in good faith. All modifications to this Schedule shall be through a written amendment, executed by the duly authorized representatives of both Parties.

ARTICLE XI - LIMITATION OF LIABILITY

MESA's liability for services performed pursuant to this Schedule, whether such liability is based upon negligence, strict liability, error, omission, breach of contract, intentional tort, claims of third Parties of whatever nature, or any other legal theory of recovery, shall not exceed the amount of professional liability insurance per single occurrence maintained by MESA.

ARTICLE XII - NOTICES

Any notice required pursuant to this Schedule will be in writing via prepaid U.S. mail, addressed to the Party and address listed below:

OWNER:

Mr. Steve Dupee Director City of Oberlin 289 South Professor St. Oberlin, OH 44074

DEVELOPER:

Bio Energy (Ohio II) LLC 3322 West End Avenue Nashville; Tennessee 37203

Attn: Dennis Bollinger, Vice President Business Development 615-574-7563 Direct 615-636-3386 Cell 615-383-8737 fax Dennis.Bollinger@energydi.com www.energydevelopments.com

MESA:

MESA Attn: Jolene M. Thompson

Senior V.P. of Member & External Affairs

American Municipal Power, Inc. 1111 Schrock Road, Suite 100

Columbus, Ohio 43229

With copies to
Marc S. Gerken P.E.
President & CEO
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Any notice given in writing under this Schedule shall be deemed to have been given by either Party to the other Party upon the date of mailing there to the other Party by registered or certified mail, as shown in the Post Office receipt, or if not mailed by registered or certified mail, upon the date of the receipt thereof by such other Party.

ARTICLE XIII - SURVIVAL

All express representations, indemnifications, or limitations of liability made in or given in this Schedule will survive the completion of all services of MESA under this Schedule or the termination of this Schedule for any reason.

ARTICLE XIV - SEVERABILITY

Any provision or part of the Schedule held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and MESA.

This Schedule, including Exhibits A and B is entered into as a supplement to the MSA. All terms and conditions of the MSA not in direct conflict with the terms and conditions of this Schedule shall apply to this Schedule as if fully set forth herein.

MESA Form Engineering Services Schedule Page 8 of 9

IN WITNESS WHEREOF, the Parties warrant and represent that all actions and authorizations necessary to authorize them to affix their signature to this Schedule have duly occurred and that they have been duly authorized to execute this Schedule on behalf of their respective Party, and hereto have executed this Schedule to be effective as of the date first above written.

CITY OF OBERLIN

By: Eric Norenberg / Aung CM D Coloro Title: City Manager

APPROVED AS TO FORM

By: Legal Advisor

Bio Energy (Ohio II) LLC. (Developer)

STEV (Name (please print)

4 NE

MUNICIPAL ENERGY SERVICES AGENCY

By: Marc S. Gerken, P.E.

Title: President, American Municipal Power on behalf of Municipal Energy Services Agency

APPROVED AS TO FORM

By John W Bentine

4813-3595-2398, v. 1

EXHIBIT A

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES

All terms capitalized herein shall have the same meaning as set forth in the body of this Agreement.

MESA is pleased to offer its services for providing the engineering, design and project management associated with the required transmission and substation upgrades for the additional landfill gas generation at the Lorain County landfill.

The project will consist of the following:

- Upgrade the existing metering at the interconnection site between the developer, Bio Energy (Ohio II) LLC, (Developer) and the City of Oberlin (Owner or City).
- Upgrade/ relocate the designation point for interconnection at the point of interconnection between the Developer and the City.
- Install a third breaker and associated equipment at the interconnection point between the City and American Transmission System Inc. (ATSI) as required by ATSI's Generation Load Interconnection Study. The installation of this breaker will create a three breaker ring bus. The installation of a third breaker at the City's substation will require an expansion of that station to accommodate the additional breaker.
- Relay improvements for coordination and protection schemes.

The services provided will consist of:

- A. Hire GPD to perform the functions further described in Attachment 2 to this Exhibit.
- B. MESA shall assist the City by reviewing design drawings submitted by the Developer.
- C. MESA shall manage all contracts associated with the design and construction of a three breaker ring bus at the City's substation. This includes but is not limited to the purchase of equipment as well as contracted labor for installation.
- D. MESA shall manage all contracts associated with the design and construction of a new 69kV switch as the designation point at the interconnection point between the City and the Developer. This includes but is not limited to the purchase of equipment as well as contracted labor for installation for items not completed by the developer.
- E. MESA shall manage all contracts associated with relay and control changes.
- F. MESA shall manage all contracts associated with the purchase of all materials needed for the project.

EXHIBIT A

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES

- G. MESA shall employ a competitive quotation process to purchase materials needed for the installation.
- H. MESA shall purchase materials and equipment needed for the installations that are not directly purchased by the developer. Unless purchased directly by the developer, the materials shall include, but not be limited to, 69kV switches, breakers, wire, bus bar, substation steel and other items necessary for the installation of a complete working interconnection so that generation may flow from the Developer site onto the ATSI system. MESA will enter into contracts or provide purchase orders to purchase the equipment as quickly as possible.
- I. MESA shall hire a qualified contractor to perform any or all of the installation as the City desires to complete the project on time. If the City wishes to perform any of the installation work itself, then these items shall be deducted from the total work.
- J. MESA will provide and install the meter and fiber associated with the Developer's new generation. It shall be the Developer's responsibility to install the conduit between the new meter location and the existing IDU cabinet, as well as a meter base. It shall also be the Developer's responsibility to complete the CT/PT input wiring and grounding.
- K. MESA will design and procure SCADA connection between developer devices (IEDS) and City SCADA Master.

OWNER PROVIDED SERVICES AND ITEMS:

- Owner will be responsible for securing or verifying easements for the installation of all equipment.
- The Owner will be responsible for obtaining any right-of-way as needed.
- The Owner will serve as the prevailing wage coordinator for the project, should one be needed.
- The Owner will obtain any building permit and obtain zoning variances if needed.

COST ESTIMATE:

The estimated costs for the project are detailed in Attachment 1.

All work will be performed on a time and material basis. MESA has assigned manhour estimates for Scope Items as indicated on Attachment 1. These are only estimates and

EXHIBIT A

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES

actual hours may be more or less. MESA will provide monthly accounting of manhour charges to each task. Manhours may be shared between tasks and MESA staff members as needed. MESA will provide written requests for authorization with justification prior to exceeding any Scope Item beyond 10% and any time there is a scope change.

PROJECT MANAGEMENT MODEL:

City of Oberlin will be the project Owner upon commercial operation. MESA will be responsible for selecting equipment and suppliers and entering into all contract agreements with the suppliers recommended for equipment, material and labor supply. The Owner shall have input on the award of all contracts. MESA will employ a competitive bidding process to select onsite contractors and will employ a competitive quotation process for procuring major equipment. Prevailing wages will be required for on site contractors. On site contractors will be selected through advertising and contract award will be made to the most responsive bidder who is acceptable to MESA and Owner. Equipment and materials procured separately by MESA will be selected by request for quotation and awarded based on most responsive proposal acceptable to MESA and Owner. Professional service providers (testing services, consultants, etc.) will be selected based on qualifications, availability, and being acceptable to both MESA and Owner.

PROJECT SCHEDULE:

The engineering and design activities should be started within two weeks of the acceptance of this agreement. A preliminary project schedule has been drafted and is included in Attachment 2. The actual timing of equipment deliveries and site installation will be determined at the time proposals are received and the schedule will be adjusted accordingly. MESA will make every effort to expedite the schedule. Any delays in the project schedule shall be communicated to the Owner as soon as they become known.

- 2. Perform site inspections to gather field data and determine/verify existing panel layouts and wiring. [2 days]
- 3. Participate in conference call and on-location meetings with Oberlin and FE personnel regarding project scope, schedule, protection requirements and design related details.
- 4. Procure necessary drawings and documents required to begin detailed engineering design.
- 5. Prepare preliminary design documents for the proposed substation and power plant upgrades, including plan views of structures, bussing, switches and circuit breakers.
- 6. Update the cost estimate for the proposed plan.
- Participate in on-site review of the preliminary engineering plans and documents with OMLPS personnel and perform an additional site inspection as required. Finalize the preliminary engineering documents based on OMLPS and FE review and comments.

Task 2: Major Equipment Design and Procurement Services

- Prepare design drawings and specifications for the procurement of materials and major equipment for the proposed switching station and power plant upgrades. A proposed layout of the 69kV equipment at the switching station will be developed including location of new 69kV breaker, CCVTs, structures and bussing. Additional site visits will be made as required during development of the major equipment procurement plans. Development of the following drawings are anticipated:
 - a. Title Sheet (1 sheet)
 - b. Single-Line Diagram (1 sheet)
 - c. Equipment Plan & Elevation Drawings (2 sheets)
- 2. Develop a cost estimate for major equipment items based on the proposed plan.
- 3. Participate in on-site review of the preliminary major equipment plans, specifications, and cost estimate with OMLPS personnel and perform an additional site inspection if required. Issue preliminary plans to FE personnel for review and approval. Finalize the bid documents based on OMLPS review and comments.
- 4. Solicit bids from acceptable and qualified equipment vendors, answer all vendor inquiries, issue addendum(s) as required, review and evaluate all bids, issue recommendations to OMLPS for award of the contract(s), prepare contract documents, and coordinate execution of the contract(s) with the OMLPS and the vendors. We assume no formal public bidding or Council approval will be required.
- 5. Review manufacturer's shop drawings for conformance to plans and specifications and revise and/or approve as required.

Task 3: Construction Design & Contractor Procurement Services

- 1. Participate in telephone conference calls with Oberlin, EDI and/or FE personnel during the detailed design phase of the project.
- Prepare temporary demolition drawings as required using existing OMLPS AutoCAD drawings to show wiring and equipment to be removed and to serve as a record of existing wiring during installation of new equipment. We do not plan to issue the demo drawings for record (as-built).

- ii. An existing Generator Transfer Trip signal originating from FirstEnergy to the OMLPS Switching Station is intended to trip all generation City wide. This transfer trip signal is currently sent from the OMLPS Switching Station to the PS05 control panel at the OMLPS Power Plant to trip all OMLPS generation. New work includes directing this transfer trip signal to the EDI facility over a MiCom line protection relay transfer trip channel to trip all EDI generation.
- c. Add a new Generation Orderly Shutdown transfer trip signal using a separate transfer trip channel within the MiCom P543 line protection relay to send a signal from a separate Generation Orderly Shutdown kill switch on the Power Plant PS06 control panel to the EDI facility to shutdown EDI generation under non-emergency conditions.
- d. The OMLPS/EDI contract allows OMLPS to utilize EDI generation when the City is islanded from the FirstEnergy system.
 - i. Using a separate transfer trip channel within the MiCom P543 relay, add an Alternate Islanded Settings selector switch on the PS06 control panel to send a signal to the EDI facility interconnect relays to broaden the permissible voltage and frequency ranges to allow operation of the EDI generators under City-wide islanded conditions.
 - ii. Develop *Alternate Islanded Settings* for EDI's interconnect relaying to reduce the likelihood of nuisance tripping if the event the OMLPS system is islanded from the FirstEnergy system.
- e. Review normal settings for EDI's interconnect relaying and propose settings revisions if required.
- f. Develop relay setting files to be uploaded into 69kV line protection relays at all three terminal locations (PS06/EDI/OR01) and in the EDI interconnection relays.
- g. Coordinate the signals for *Generation Transfer Trip, Orderly Shutdown* and *Alternate Islanded Settings* with EDI's design engineer.
- h. Review and approve the EDI utility interconnect relay panel schematic and layout that will be installed at EDI.

SCOPE OF ENGINEERING SERVICES

We have divided our proposal into four tasks as identified below:

TASK 1: Preliminary Engineering

Conduct an on-site project kickoff meeting with OMLPS personnel in Oberlin to discuss
the design scope for the proposed substation and OMLPS Power Plant modifications and
review project schedule for engineering and construction. Perform a detailed site
inspection with OMLPS personnel to review the conceptual design of the proposed
substation and plant modifications. At the conclusion of this meeting, the design
concept will satisfy OMLPS's general requirements and preliminary engineering design
will begin. [1 day]



Akron Office

5.60 South Main Street

Suite 1931 Aston ChildDi ts 330,572,110; for 330,572,110;

www.gpdgroup.com

1110069.13

January 25, 2012

Mr. Vic Oeftering Technical Services Oberlin Municipal Light & Power System 289 S. Professor Street Oberlin, Ohio 44074

Fee Proposal for Professional Services Oberlin Municipal Light & Power System EDI LG Generator Related System Upgrades

Dear Mr. Oeftering:

GPD is pleased to provide this proposal for engineering and design services for the Oberlin Municipal Light & Power System upgrades that are required in conjunction with the proposed EDI Landfill Gas Generator Facility generation capacity increase.

PROJECT SCOPE

Our understanding of the project includes the following two (2) work scope items:

- Upgrade the OMLPS 69kV Switching Station to include a new 69kV breaker to create a ring bus configuration on the line exits to FirstEnergy's Henrietta and Shinrock Substations. The work shall include:
 - a. Per recent discussion with Jim Huber in FirstEnergy's transmission protection group, two new 69kV line exit CCVT banks with supporting structures and breaker failure to trip relaying for the new ring bus breaker will be required.
 - b. Include provisions for FE SCADA status indication and future control of the new ring bus breaker.
 - Upgrade existing DC system to support new breaker with 48VDC spring charging mechanism. Upgraded system shall have capacity for future breaker DC spring charging on SS12 and SS15 breakers.
- 2. Redesign the existing 69kV PS06/EDI/OR01 3-terminal line relay protection and transfer trip scheme to accommodate the new 69kV breaker installation at the EDI facility. Work will include modifications at the OMLPS Power Plant, Oberlin Road Substation, and coordination with work at the EDI facility. Work shall include:
 - a. Eliminate the existing EDI MOAB Switch transfer trip signal originating from EDI.
 - b. Add generator emergency transfer trip from the OMLPS Power Plant to EDI to trip all EDI generation. This trip shall be initiated from either:
 - i. A new *Generation Emergency Stop* kill switch located on the PS06 control panel at the OMLPS Power Plant.

Attachment 1 MESA Estimated Costs

Oberlin/ BioEnergy Expansion

Scope Items

1	MESA Labor for Engineering Design & Review	\$14,000.00
2	Creation of necessary Bidding Documents	\$7,500.00
3	Contracted Engineering Services*	\$147,700.00
4	Contracted Installation Services*	\$252,000.00
5	Purchased Materials (assumes all material purchased by MESA)*	\$197,400.00
6	Direct Connection and Non-Direct Connection Fees per PJM & ATSI	\$40,000.00
7	Items Associated with the AMP metering	4 10,000.00
	Spec any new equipment	\$6,400.00
	Install new equipment	4-1, 1-0,1-0
8	Contingency (10%)	\$2,800.00

MESA Engineering Estimate

\$667,800.00

NOTES:

- a. Scope Items 3, 4, and 5 were estimated by the Project Engineer as part of their scope of work.
- b. Scope Item 5 includes the 5% mark-up on materials as further described in Article IV Payment of the Agreement.
- c. Scope Item 6 is from the System Impact Report dated January 2012, DOCS# 666070V3.
- d. Scope Item 8 includes a 10% contingency on items 1, 2 and 7 only.

^{*}See Attachment 3 for additional details and break-outs

- 3. Based on the approved materials and major equipment plan drawings developed in Task 2 above, prepare detailed construction drawings and specifications for the proposed demolition and upgrades, including detailed plan and elevation equipment views, relay panel modification details, cable and conduit plans, foundation design and details, interconnection wiring diagrams, and design for interface of new equipment. An estimated 3 field site visits will be made during development of the plans and specifications. Development and/or revision of the following drawings is anticipated:
 - a) Switching Station
 - i) Title Sheet (1 sheet)
 - ii) Single-Line Diagram (2 sheets)
 - iii) Substation Yard Plan & Elevation Drawings (2 sheets)
 - iv) Foundation Plan & Details (2 sheets)
 - v) Grounding Plan & Details (1 sheet)
 - vi) Conduit Plan (1 sheet)
 - vii) Cable and Conduit Schedule (1 sheet)
 - viii) Three-Line Diagram (1 sheet)
 - ix) Equipment Cable Termination Drawings (4 sheets)
 - x) AC & DC elementary drawings (4 sheets)
 - xi) Control Panel Elevation & Detail drawings (2 sheets)
 - b) Power Plant
 - i) Equipment Cable Termination Drawings (2 sheets)
 - ii) AC & DC elementary drawings (2 sheets)
 - iii) Control Panel Elevation & Detail drawings (2 sheets)
- Assist OMLPS with verification of the accuracy of the existing drawings related to the project at the start of demolition and throughout construction. We have assumed 2 days on site for drawing verification.
- 5. Develop nameplate list for Oberlin to engrave nameplates as required for any panel modifications.
- 6. Develop an estimate of the probable construction and total project cost based on the construction plans and specifications. Review detailed cost estimate with OMLPS and EDI personnel to verify total project cost is within OMLPS and EDI budget limits.
- 7. On-site review of the construction plans, specifications, estimated construction cost, and estimated total project cost with OMLPS personnel and finalize the bid documents based on OMLPS review and comments.
- 8. Finalize the construction plans and specifications for bidding. Update estimate of probable construction cost.
- 9. Solicit bids from acceptable and qualified electrical contractors. Conduct an on-site prebid meeting and record and issue meeting minutes. Answer all contractor inquiries during bidding, issue addendum(s) as required, review and evaluate all bids, issue recommendations to OMLPS for award of the contract, prepare contract documents, and coordinate execution of the contract with OMLPS and the contractor. We assume no formal public bidding or Council approval will be required.
- 10. Based on vendor shop drawings, prepare point to point cable termination drawings for all field wiring, revise the previously completed construction bid package to reflect the final shop drawings, and issue final construction drawings to the contractor.

11. Develop relay settings files to be uploaded into 69kV MiCom line protection relays at the three (PS06/EDI/OR01) terminal locations. Develop *Normal* and *Alternate Islanded* settings for the EDI interconnection relays. We assume all settings files will be uploaded into the relays by the City's and EDI's electrical testing contractor(s) during the testing and startup phase of construction.

TASK 4: Construction Observation & Technical Support

- Conduct an on-site pre-construction kick-off meeting with OMLPS personnel and the contractor to review the plans, specifications, construction schedule, work constraints, site safety and security, and other relevant construction related items. [1 site visit]
- 2. Provide ongoing contractor and OMLPS technical support, including interpretation of plans and specifications during construction.
- 3. Review and approve all contractor shop drawing and material submittals in conjunction with the project's material specifications.
- 4. Coordinate all construction activities with the contractor, OMLPS and FE personnel. Observe construction activities with periodic site visits. Based on three months of construction activity, we assume 5 site visits will be required during active construction.
- Review and approve all invoices from major equipment suppliers and the construction contractor, develop and/or maintain payment progress schedules, and issue payment certificates to OMLPS to authorize appropriate progress payments.
- 6. Assist the contractor, OMLPS personnel, and the testing subcontractor with field testing and startup activities. We have included 3 days on-site for this item.
- 7. Perform a detailed inspection near the conclusion of construction activities and develop a punchlist of outstanding issues and tasks. Coordinate with the contractor and OMLPS personnel to resolve and complete all punchlist items. This work will be performed during the test and startup phase of the project. [1 site visit]
- 8. Finalize and issue as-built construction drawings based on contractor's field markups, assemble and issue vendor O&M manuals, authorize final contractor payment, and close out the project.

We propose to perform the work for both major scope items for a lump sum \$147,700 including expenses. An engineering man-hour and fee estimate by work scope item for the above project tasks is shown below. We plan to invoice monthly based on percent complete.

		Estimated Hours Work Scope Item		Engineering Fee Work Scope Item			
Task	Description	1	2	Total	1	2	Total
100	Preliminary Engineering	120	32	152	\$ 12,100	\$ 3,200	\$ 15,300
200	Equipment Design & Procurement	240	60	300	\$ 24,200	\$ 6,100	\$ 30,300
300	Construction Design & Contractor Procurement	420	150	570	\$ 42,400	\$ 15,200	\$ 57,600
400	Construction Observation & Technical Support	360	80	440	\$ 36,400	\$ 8,100	\$ 44,500
141	Total	1140	322	1462	\$115,100	\$ 32,600	\$147,700

Work Scope Item 1: OMLPS 69kV Switching Station Ring Bus Breaker Addition

Work Scope Item 2: 69kV PS06/EDI/OR01 3-Term Line & EDI Interconnect Relay, Control

& Transfer Trip Modifications

In the event of any changes in project scope, we will submit a change order request for your approval prior to performing any work. We would invoice those changes based on a negotiated fee.

Estimates of the total project cost for Work Scope Items 1 and 2 appear in Appendices 1 & 2. Our proposed project schedule appears in Appendix 3 and is based on current major equipment order and delivery times.

ASSUMPTIONS AND CLARIFICATIONS

GPD's design responsibility is limited to the upgrades of equipment and relaying at the Switching Station, OMLPS generating plant, and specification and review of relay upgrades at the EDI facility. Our proposal is based on the following assumptions and clarifications:

- 1) OMLPS will hire the Municipal Energy Services Agency (MESA) to serve as the owner's engineer. GPD Group will serve as an engineering sub-consultant to MESA to provide the engineering services outlined in this proposal.
- The City will handle any Planning and Zoning issues as well as submitting any documents for plan review. Our attendance will not be required at any planning, zoning or permitting meetings.
- 3) Any submittals to any other governmental agencies if required will be handled by the OMLPS.
- 4) Any FE/OMLPS interconnection agreement revisions, if required, will be by OMLPS and/or AMP.
- 5) No site grading, storm water retention, or oil containment plans will be required.
- 6) One half of the substation will be de-energized at a time during construction to minimize construction duration.
- 7) No upgrades to the existing substation ground-grid will be required.
- 8) No Breaker SS15 relay/relay panel upgrades and/or relay setting development will be required by FE.
- 9) No formal public bidding or Council approval for major equipment or hiring of construction contractors will be required. Quotes will be obtained from a minimum three vendors/contractors and a summary bid recommendation will be developed. MESA will issue Purchase Orders on behalf of OMLPS with the standard City Terms and Conditions for equipment and construction.
- 10) No replacement or modification of existing 69kV structures will be required.
- 11) No substation yard expansion will be required.
- 12) If required, all protective relay settings for the 69kV line breakers SS12, SS15 and the new tie breaker at the OMLPS Switching Station will be developed by FE personnel and uploaded to the new relays by the City's testing subcontractor.
- 13) Revisions to any FE drawings and related documents will be made by FE.
- 14) Work related to the FE SCADA RTU dial-in access scheme, replacement of the existing RTU with a newer D20 mini RTU if required, and FE RTU status and control connections to the new and existing breaker control panels will be performed by FE.

We look forward to working with you on this project and are ready to begin engineering immediately. Please call me at 330-572-2258 if you have any questions.

Sincerely,

GPD GROUP

Dwight Niederkofler, P.E.

Project Manager/Lead Engineer

cc:

Brad Cramer – GPD

Dan Klecha -- GPD

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APPENDIX 1

OMLPS Switching Station 69kV Ring Bus Breaker Addition

Project Budgetary Cost Estimate

Description	Major Equipment Cost (3)	Installation Labor & Misc Materials Cost (1)(3)
ITEM 100: 69kV SF6 Gas Circuit Breakers (x1)	\$ 40,000	
ITEM 200: 69kV Line CCVTs (x6)	\$ 12,000	
ITEM 300: 69kV GOABs (x2); Insulators; Bussing; Bus, CCVT and Switch Support Stands & Misc	\$ 80,000	000,081
ITEM 400: Ring Bus Breaker Failure Relay and Controls	\$ 12,000	
Subtotal	\$ 144,000	\$ 180,000
Misc & Contingency (20%)	\$ 29,000	\$ 36,000
Subtotal (w/ Misc & Contingencies)	\$ 173,000	\$ 216,000
Engineering (2)		\$ 115,100
Total Cost	\$ 173,000	\$ 331,100
Grand Total (Engineering, Equipment, Misc Materials & Labor)	\$504,100	,100

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Notes:

- (1) Installation Labor includes foundations, steel erection, conduit, panel modificatons, control wiring, grounding, bussing, testing, etc.
- drawings, quote solicitation, construction observation, drawing revision, test and startup. Assumes 1) new failure to trip relay will be installed on the new ring bus breaker, 2) new 69kV line CCVTs will be required, 3) relay settings, if required, will be by FE and 4) RTU work will be by Ohio Edison. (2) Engineering includes detailed electrical and foundation design, material and construction specs &
 - - (3) Values rounded to the nearest \$100.

APPENDIX 2

OMLPS 69kV PS06/EDI/OR01 3-Terminal Line & EDI Interconnect Relay, Control & Transfer Trip Modifications Project Budgetary Cost Estimate

Description	Material Cost (3)	Installation Labor & Misc Cost (1)(3)
ITEM 100: Relay, Control & Transfer Trip Modifications	\$ 12,000	\$ 30,000
Subtotal	\$ 12,000	\$ 30,000
Misc & Contingency (20%)	\$ 3,000	\$ 6,000
Subtotal (w/ Misc & Contingencies)	\$ 15,000	\$ 36,000
Engineering (2)		\$ 32,600
Total Cost \$	\$ 15,000	\$ 68,600
Grand Total (Engineering, Equipment, Misc Materials & Labor)	\$83,600	009

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Notes:

- (1) Installation labor includes relay panel modificatons, control wiring, testing & startup.
- (2) Engineering includes detailed electrical design, drawing revisions, bill of materials, construction specs & drawings, quote solicitation, construction observation, relay settings, test and startup.
- (3) Values rounded to the nearest \$100.

GPD Group Wed 1/25/12 6:58 PM Dec No. , 4th Quarter Oct Sep Aug 3rd Quarter 틧 Mar Apr May **JMLPS 69kV Switching Station** Ring-Bus Breaker Addition Proposed Project Schedule APPENDIX 3 Feb Page 1 of 1 2012 1st Quarter Tue 2/28/12 Mon 2/27/12 Tue 2/28/12 Tue 9/4/12 Mon 1/30/12 Mon 9/10/12 Mon 9/10/12 Mon 2/13/12 Mon 2/20/12 Man 2/27/12 Mon 3/5/12 Mon 4/2/12 Mon 4/9/12 Mon 9/10/12 Tue 9/4/12 Tue 4/10/12 Tue 4/17/12 Tue 5/15/12 Tue 5/22/12 Tue 6/19/12 Tue 6/26/12 Tue 9/4/12 Tue 6/5/12 Wed 6/6/12 Wed 6/13/12 Wed 7/4/12 Tue 9/4/12 Thu 7/19/12 Wed 6/20/12 Thu 7/5/12 Thu 11/15/12 Fri 7/13/12 Thu 8/16/12 Thu 8/30/12 Thu 9/27/12 Thu 10/11/12 Thu 11/15/12 Finish 22 days 1 day 160 days 160 days 22 wks 135 days 6 wks 1 day 4 wks 2 wks 10 wks **₹** 105 days 1 day 95 days Duration Tue 1/31/12 Mon 1/30/12 Tue 1/31/12 Tue 2/28/12 Tue 1/31/12 Wed 4/11/12 Tue 1/31/12 Tue 2/14/12 Tue 2/21/12 Tue 2/28/12 Tue 3/6/12 Tue 4/3/12 Tue 4/10/12 Wed 2/29/12 Wed 2/29/12 Wed 4/18/12 Wed 6/27/12 Wed 5/16/12 Wed 5/23/12 Wed 6/20/12 Wed 4/11/12 Wed 4/11/12 Wed 6/6/12 Thu 6/7/12 Thu 6/14/12 Wed 6/20/12 Thu 7/5/12 Wed 7/25/12 Fri 7/6/12 Fri 7/6/12 Fri 7/13/12 Fri 8/3/12 Fri 7/20/12 Fri 8/31/12 Fri 9/28/12 Fri 10/12/12 Fri 10/26/12 Start Group 2: Structures, Switches, Bussing, Relays & Control Group 1: 69kV Breaker (20 weeks) & CCVTs (26 weeks) Above Grade Construction & Major Equipment Installation OMLPS 69kV Switching Station Ring Bus Project Schedule Rev 1.mpp Task 2 Major Equipment (ME) Design & Procurement Construction Bld Document Design Review Meeting Develop Control Detall Wining and Schematics As-Builts, O&M Manuals & Project Closeou Prepare Construction Plans and Specs OMLPS/FE Bld Document Review Equipment Fabrication & Delivery OMLPS/FE Bld Document Review Equipment Fabrication & Delivery Finalize Construction Bid Documents Preliminary Design Review Meeting Fask 3 Construction Design & Bidding Receive shop dwgs for review Receive shop dwgs for review Construction Shop Drawing Ravlew Task 1 - Preliminary Engineering Construction Pre-Bid Meeting Shop Drawing Approval Prepare Bld Documents Shop Drawing Approval Prepare Bid Documents Construction Kickoff Meeting **Task 4 Construction Services** Below Grade Construction Preliminary Engineering Award Construction PO Contractor Mobilization Obtain Quotes Obtain Quotes Award PO(s) Award PO(s) Contract Award Obtain Quotes Control Wiring Test & Startup Task Name P/N 2012156.01 'n 5 2 2 5 र क ļm 4 38 38 38 38 37 38



Position	MESA Hourly Rate
President/Senior Vice President/ Vice President	\$110 - \$200
Senior Project Manager	\$90 - \$150
Project Manager	\$80 - \$120
Project Engineer	\$70 - \$100
Field Technician	\$60 - \$100
Engineer/Specialist	\$45 – \$80
Technician	\$40 - \$65
Administrative	\$35 – \$55

Charges actually billed for all MESA positions will be based on actual cost for each position charged according to the position ranges approved by the AMP Board of Trustees.

Position Category

President/Senior Vice President/ Vice President: President, Senior Vice President, Vice President

Senior Project Manager: Director of Environmental Affairs, Director of Technical Services, Senior Civil Engineer

Project Manager: Manager of Environmental Affairs, Manager – Generation Main and Support, Operations Manager

Project Engineer: Air Compliance Specialist, Project Engineer - Civil

Field Technician: Power Quality Substation Maintenance Technician, Energy Services Consultant, SCADA Programmer/Analyst, SCADA Technician, Generation Technician

Engineering/Specialist: GIS Coordinator, Mechanical Engineer, Environmental Technician

Technician: Engineering Technician

Administrative: Administrative Assistant

Note: Organization positions not listed will be billed within the appropriate range listed.

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