

CITY OF OBERLIN

ORDINANCE No. 23-39 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GPD GROUP OF AKRON, OHIO FOR ENGINEERING, BID ASSISTANCE AND CONSTRUCTION OBSERVATION FOR A NEW SUBSTATION AND 69 KV TRANSMISSION LINE EXTENSION FOR THE CITY OF OBERLIN, AS AN EMERGENCY MEASURE

WHEREAS, after completing an RFQ process, GPD Group was ranked the most qualified firm for engineering, bid assistance and construction observation for a new substation and 69 KV transmission line extension.

NOW THEREFORE, be it ordained by the Council of the city of Oberlin, County of Lorain, State of Ohio:


SECTION 1: That the City Manager is hereby authorized and directed to enter into an engineering contract with GPD group of Akron, Ohio for a not to exceed amount of \$732, 550.

SECTION 2. 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 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 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: to construct a new substation and transmission line extension so as to provide for the supply and reliability of increased electric load in the southern portion of the City of Oberlin and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect at the earliest period allowed by law.

PASSED: 1st Reading: May 15, 2023
 2nd Reading: _____
 3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



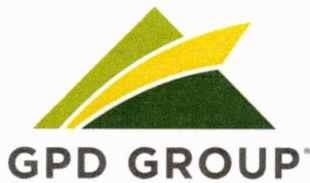
BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 05/16/2023

EFFECTIVE DATE: 05/15/2023

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May 5, 2023
2310069

Doug McMillan
OMLPS Director
City of Oberlin
289 S Professor St
Oberlin, OH 44074

GPD Engineering Services Proposal – New Substation and 69 kV Transmission Line

Dear Doug:

GPD Group (GPD) is pleased to provide this proposal for engineering services for the proposed 69 kV Substation and 69 kV Transmission Pole-Line project. Based on the data provided by Oberlin Municipal Light and Power System (OMLPS) and our past site visits and conversations, we have described our understanding of the project below, with engineering costs listed later in this proposal.

New Substation

Per our most recent discussions, the final site selection is an approximately two (2) acre plot of land on the south side of US Route 20, about 0.75 miles west of the US Route 20 and SR 58 intersection. The new substation will tie into the 69kV loop and provide distribution circuits to supply power for the recent and planned load growth on OMLPS's south side. An additional 69kV exit will be built to serve a future large power customer.

The new substation 69 kV yard will be designed as a five-breaker ring bus capable of connecting two (2) 69 kV sources from OMLPS's existing 69kV transmission system, two (2) City-owned 69-12.47 kV distribution transformers and one (1) 69 kV tap to accommodate a future customer load. Of the two (2) distribution transformers, one (1) will be installed with this project, and the other will be installed in the future. Due to one (1) transformer being a future item, the five-breaker ring bus will have four (4) 69 kV breakers installed with this project and provisions for a fifth breaker will be designed to be installed with the second transformer at a later date.

The portion of the distribution system located within the substation yard will include a three-bay 15kV box structure containing three (3) three-phase, 15kV distribution circuit breakers with associated disconnect switches, nine (9) single-phase voltage regulators with associated bypass switches, bus PTs and a station service transformer. The structure will be designed to add additional bays in the future when a second transformer is added. This proposal includes the design of the underground circuits (100' maximum outside of a new substation fence, see clarifications) from the proposed substation to recent riser pole locations determined by OMLPS.

The substation will have fencing, grounding, lighting, and a prefabricated control enclosure to contain the protective relay panels, AC and DC panels, and 125V DC battery and charger system.

Preliminary engineering will be performed to adequately represent the new substation layout and equipment requirements before proceeding with equipment bidding and construction drawing development.

69 kV Transmission Pole-Line

A new 69 kV transmission pole-line loop will be required to connect the new substation to OMLPS's existing electric system. The loop will be constructed by cutting into the existing pole line between the Power Plant Sub and the Switching Station approximately 925' north of W Hamilton St, along the Ramsey corridor. Several options were considered for the new transmission line routes. However, the preferred route chosen by OMPLS is to construct a new single-circuit pole line, approximately 1.2 miles long, along the Ramsey corridor route. The second route will be a new single circuit pole-line, approximately 2.7 miles long, which would primarily traverse east along US-20 before traversing north and then east around the commercial area at the US-20 and OH-58. The route would then generally traverse north along OH-58 and before turning west along E Hamilton St to the Ramsey corridor. The second route is reflected in yellow in Figure 1. Please note that approximately 0.2 miles of pole-line along the Ramsey corridor would be constructed utilizing double circuit construction. Wood pole construction would be utilized.



Figure 1. Transmission pole-line route options to create loop to new sub between the Power Plant and Switching substations.

Skip-span construction is assumed to be utilized in locations where existing distribution poles remain. This proposal includes preliminary and detailed designs for this pole line. This proposal does not include any transmission pole-line design for a third 69 kV interconnection to the substation.

Scope of Work

GPD proposes to perform the following work to provide engineering design and administrative services for this project.

TASK 1A – PRELIMINARY SUBSTATION ENGINEERING

1. Prepare a substation single line diagram, equipment layouts, and equipment elevations as a basis for the design.
2. GPD will perform a field survey of the proposed substation site to prepare a site drawing depicting above-ground features and topography. Overhead utilities will be located, and underground utilities will be plotted based on the surface evidence found during the field survey and markings/plans received from an OH811 call. The survey will also depict the record boundary for the proposed substation property.
 - a. GPD will prepare an access easement description and exhibit for the existing cell tower located south of the proposed substation.
 - b. This scope excludes existing title/easement research; GPD can plot any record easements provided by OMLPS, and staking of any kind is also excluded.
3. Geotechnical Services
 - a. Advance six (6) borings to a depth of 30 feet or to auger refusal. Three (3) borings will be advanced into bedrock if auger refusal is encountered. Perform up to two (2) infiltration tests in the upper 5 feet.
 - i. The boring locations will be field located by GPD personnel.
 - ii. The borings will be cleared of underground utilities with a private utility locate performed by GPD.
 - iii. Standard penetration, Shelby tube sampling, and rock coring will be performed in accordance with current A.S.T.M. standards and under the direction of the lead GPD geotechnical engineer in charge of the project. The soil samples will be visually classified in the field and delivered to the GPD testing laboratory.
 - iv. Following taking water level readings and hole depth sounding, the test holes will be backfilled with auger cuttings and bentonite clay.
 - v. One (1) test pit will be excavated to a maximum depth of 5 feet, and two (2) infiltration tests will be performed at the base of the excavation.
 - vi. This proposal assumes the test borings will be accessible with a track-mounted drill rig and does not include any cost associated with access through wetlands or the clearing of trees.
 - vii. A GPD geotechnical engineer or geologist will examine the collected soil samples and prepare final test boring logs. Laboratory testing will be assigned by a GPD engineer to classify soils and obtain physical geotechnical characteristics for the soils and rock.
 - viii. Following our analysis, a written report of findings and recommendations will be prepared by a GPD engineer, including, but not limited to, test boring logs and location plan, discussion of the soil profile and subsurface conditions, and recommendations regarding site preparation and earthwork, bearing capacity and foundation design, and infiltration rates.
 - b. Conduct up to one (1) four-point Wenner method resistivity test at the substation. A testing specification will be provided by GPD and include two (2) traverses with spacings up to 100 feet per location.
 - i. Following the data collection, a written report of findings will be prepared by a GPD Group Engineer, including, but not limited to, resistivity reports and location plans.
4. Prepare a preliminary general layout plan from the site survey. The site plan will show the equipment layout, fence, and driveways.
5. Prepare a preliminary construction cost estimate based on preliminary layouts.
6. Review preliminary drawings and cost with OMLPS to obtain approval of base design.
7. Incorporate review meeting notes into Task 3A, Substation Construction Engineering.

TASK 1B – PRELIMINARY 69 kV TRANSMISSION POLE-LINE ENGINEERING

1. Perform a topographic survey of the proposed corridor for the transmission pole line. Where the proposed corridor adjoins a public right-of-way, the survey will include the public right-of-way plus 10' outside of the public right-of-way on each side. Where the proposed corridors traverse private property, the field survey will include a 60' wide corridor centered on the proposed alignments. Existing utilities will be plotted by surface evidence and records/markings resulting from an OH811 call.
2. Plot the record public right-of-way and property boundaries that the proposed corridors cross or adjoin.
3. Perform a ground-based LiDAR scan of the existing poles at Substation No. 3 and existing overhead facilities within the proposed corridor.
4. Survey effort does not include easement, plat or legal description preparation, title/easement review, or staking of any kind.
5. Perform conceptual engineering design using PLS-CADD, according to the IEEE C2-2023 National Electrical Safety Code design criteria. The conceptual design will identify the preliminary structure and guying locations, construction units, and height of structures.
6. Provide a Google Earth .kmz file of the preliminary conceptual design.
7. Update the cost estimate to include an opinion of the construction costs of the preliminary pole line.
8. Review preliminary drawings and cost with OMLPS to obtain City approval of the base design.

TASK 2 – SUBSTATION MAJOR EQUIPMENT ENGINEERING, BIDDING & CONTRACT ADMINISTRATION

1. Prepare major equipment drawings and specifications for the structures, bussing, switches, 69 kV circuit breakers, power transformer, 15 kV breakers, 7.2 kV voltage regulators, and control enclosure.
2. Prepare an engineer's estimate for the cost of the major equipment items.
3. Review drawings and specifications with OMLPS.
4. Revise drawings and specifications based on OMLPS's review and comments.
5. Perform an internal Quality Control Review of the drawings and specifications.
6. Prepare the "Advertisement for Bid" for OMLPS's use in placement in the local paper.
7. Solicit qualified vendors by phone or e-mail.
8. Issue bid packages to qualified equipment manufacturers and maintain a bidders/plan holders list.
9. Respond to manufacturer's questions during the bidding process.
10. Issue required addendums.
11. OMLPS will receive the bids and forward a copy to GPD. GPD's attendance at the bid opening is not required.
12. Analyze the bid proposals, including transformer life cycle cost analysis, and recommend to OMLPS for the award of equipment contracts.
13. Administer equipment contracts using City front-end contractual documents and specifications prepared by GPD.
14. Receive, review, and provide comments as appropriate on equipment manufacturer's shop drawings. The review comments will address the general intent of the substation design and do not constitute acceptance of vendor engineering, design, or manufacturing.
15. Receive and distribute equipment manufacturer's certified shop drawings and O&M manuals.
16. Receive, review, and approve manufacturers' requests for payment.

We anticipate completing the major equipment bid package within ten (10) weeks after receiving the engineering notice to proceed and an executed contract with the City. The Major Equipment bidding process would directly follow.

TASK 3A – SUBSTATION CONSTRUCTION ENGINEERING

1. Prepare detailed construction drawings based on field surveys and major equipment details. Drawings will include, but not be limited to:
 - a. Single Line
 - b. Site Construction Documents and Details, including:
 - i. Existing conditions / Clearing and Demolition plan
 - ii. Site-related plan sheet notes and associated details
 - iii. General Site / Utility Configuration Layout

- iv. Grading Plan
 - v. SWPP Plan (Construction E&S) See Assumptions and Clarifications.
 - vi. Model of the truck turning movement analysis to verify maneuverability through the substation area.
 - vii. A permanent post-construction BMP water quality or structural stormwater detention controls for this site improvement construction project area. The total area for the larger common plan of ground disturbance is anticipated to be over the one (1) acre NPDES threshold for the project, which will require a permanent post-construction BMP stormwater control system.
 - viii. Coordination drawings as needed with other utilities.
 - c. Equipment Layout
 - d. Equipment Elevations
 - e. Foundation Plan and Details
 - f. Control Enclosure Plan and Profiles
 - g. Grounding Plan and Details
 - h. Conduit Plan and Details
 - i. Fence Details
 - j. Underground distribution exits up to and including the first riser pole
 - k. Oil Containment Plan
 - l. Conduit and Cable Schedule
 - m. AC and DC Schematics and Wiring Diagrams
2. Prepare detailed construction and material specifications.
 3. Hold review meetings with OMLPS at the 50% and 90% design stages. Comments and revisions will be incorporated into the 90% and 100% design stages.
 4. Perform an internal quality control review of the drawings and specifications of the 100% complete stage.
 5. Update an engineer's estimate for the probable cost of construction.
 6. Issue final construction bid drawings and specifications to OMLPS for use in soliciting contractor bids.
 7. Provide relevant drawings and documentation to OMLPS for their use in updating Spill Prevention Control and Countermeasure Plans.
 8. Prepare a protective device coordination study and develop protective relay settings for 69 kV and 12.47 kV circuit breakers to coordinate with the next upstream and downstream protective devices. This is limited to the 69 kV and 12.47 kV circuit breakers within the proposed substation and the remote end 69 kV line relaying. It is not intended to be a study of OMLPS's complete transmission and distribution systems completely.

TASK 3B – TRANSMISSION POLE-LINE CONSTRUCTION ENGINEERING

1. Finalize the engineering design of the preliminary pole line using PLS-CADD.
2. Prepare 50% and 90% Issue for Review (IFR) and Issue for Construction (IFC) drawings (electronic pdf). Deliverables will include:
 - a. Cover sheet, Notes, and Index of Drawings
 - b. Staking Sheets
 - c. Wire Arrangement Drawing
 - d. Stringing and Sagging Tables
 - e. GPD Construction Units
3. Prepare detailed construction and material specifications. Incorporate these into the specification book developed for the substation.
4. Prepare highway crossing permit exhibits, as required. It is assumed permit filing will be completed by OMLPS.
5. Hold review meetings with OMLPS at the 50% and 90% design stages. Comments and revisions will be incorporated into the 90% design stage and final construction bid set. These meetings would be concurrent with the substation design review meetings detailed in Task 3A, step 4.
6. Update the engineer's estimate for our opinion of probable construction cost based on the finalized design.
7. Issue final construction bid drawings and specifications to OMLPS for use in soliciting contractor bids.

TASK 4 – CONSTRUCTION BIDDING SERVICES

1. Prepare the Advertisement for Bid for OMLPS's use in placement in the local paper.
2. Solicit qualified contractors by phone or e-mail.
3. Issue bid packages to qualified construction contractors and maintain a bidders/plan holders list.
4. Chair a pre-bid meeting at the site and issue a meeting summary.
5. Address questions from contractors during the bidding process.
6. Issue addendums as required.
7. OMLPS will receive the bids and forward a copy to GPD. GPD's attendance at the bid opening is not required.
8. Analyze the bid proposals and provide a recommendation to OMLPS for the award of a construction contract.
9. Issue a "Notice to Proceed" to the successful bidder.
10. Administer equipment contract awards between OMLPS using City front-end contractual documents and specifications prepared by GPD.
11. Issue "For Construction" drawing sets to the successful bidder.

TASK 5 – CONSTRUCTION OBSERVATION SERVICES

1. Chair a pre-construction meeting at the site and issue a meeting summary.
2. Review and comment on construction contractor equipment and material shop drawings. Maintain a shop drawing log.
3. Respond to contractor inquiries during construction and provide periodic interpretation regarding construction plans.
4. Visit the site approximately every two to three weeks or a total of 15 times over a 10-month construction period. GPD will be on-site at important milestones or events during construction or at the request of OMLPS.
5. Provide protective relay settings to the construction contractor's independent testing subcontractor for relay programming and testing.
6. Provide voltage regulator settings to the construction contractor's independent testing subcontractor for programming and testing.
7. Coordinate and be on-site for three (3) ten-hour days for startup and testing by the contractor, subcontractors, or vendors. Should additional site visits be warranted, GPD can perform these on a time and material basis in addition to the original fee.
8. Process payment applications and change orders as required.
9. Prepare as-built drawings using the red-line markups maintained and provided by the contractor and/or City personnel. Red-line markups are required to be delivered within 30 days of project completion.
10. Coordinate training of OMLPS personnel by the contractor and major equipment manufacturers as appropriate.
11. Receive and distribute the O&M manuals assembled by the contractor for this project.

ASSUMPTIONS AND CLARIFICATIONS

Our proposal is based on the following assumptions and clarifications:

1. Programming of the City's RTU is not included in this scope of work.
2. Underground circuit exits beyond 100' from the substation fence may require additional engineering charges and would result in higher construction costs. GPD will review this and other considerations that may impact overall project costs.
3. The time allotted for Construction Bidding Services was limited to one contractor under one contract for both substation and transmission work, as is typical. The selection of more than one contractor may require an additional fee.
4. For the purposes of developing the proposal fee, GPD anticipates that the soils are typical of northeast Ohio. Pending the Geotechnical Study findings, GPD will notify OMLPS of any unanticipated features that could result in additional engineering or construction costs.
5. It is currently understood that there are no property restrictions that the design process would need to overcome.
6. Landscaping screening or walls will not be required to shield the station from public view.
7. Private property access for the survey crews will be arranged by OMLPS.
8. SWPP Plan (Construction E&S) - The construction stormwater management controls design with details and inspection log forms will be provided within the developed SWP3 for the contractor's

- use. The contractor will be responsible for completing all SWP3 inspections during construction and is to maintain the inspection logs as specified.
9. Site Construction Documents do not include coordination/submittals with wildlife agencies, Army Corp., or other environmental agencies.
 10. Building, Construction, and Haul Permits, Bonds, Licenses, and Insurance will be obtained by others.
 11. It is not anticipated that existing drainage ways would need to be enclosed, relocated, or otherwise modified with this project, except for a typical driveway crossing culvert. This scope does not include extensive hydraulic studies, analysis, and design.
 12. No associated site design or documents are included for the transmission pole line.
 13. All real estate needs will be supplied by others.
 14. No other services besides those identified in the scope of work above are included in this proposal.
 15. No self-supporting structures, such as steel or laminate, will be required for the pole line.
 16. This proposal does not include access/improvement design for the pole-line construction.

SCHEDULE

Upon receipt of a notice to proceed with a completed and signed contract, we anticipate major equipment bidding and the award of equipment contracts to be completed within 17 weeks.

For instance, if OMLPS were to provide the notice to proceed with the completed and signed contract on May 24, 2023, we anticipate the major equipment bidding and the award of equipment contracts would be complete by November 28, 2023. At the time of writing this proposal, the longest estimated equipment lead times are for transformers, breakers, and regulators, which can be as long as 84 weeks, putting estimated equipment deliveries into the Summer of 2025.

Construction bid documents will be prepared to coordinate with the material lead times and will be completed to go out for bid to have a contractor under contract prior to long material lead times arriving on site. Provided construction could commence in Fall 2024, completion of the new substation would be estimated to be June 2025. GPD remains open to scheduling discussions and will make every attempt to adjust to the needs of OMLPS.

The above schedule timeline for substation and transmission line construction and completion will be reevaluated after both the awarding of major equipment and construction bids due primarily to the current volatility and quickly changing nature of material lead times. Based upon lead time quotes from the manufacturers and contractors, it may be necessary to revise milestone dates.

FEE

GPD proposes to provide these engineering services on a lump sum basis, including expenses, miscellaneous, and contingencies.

The total estimated man-hours and engineering costs for this project are summarized below. GPD will bill monthly on a percent complete basis.

Project Tasks		
	Eng. Man-Hours	Eng. Cost
Task 1A - Preliminary Substation Eng.	665	\$ 82,400
Task 1B - Preliminary Transmission Line Eng.	975	\$ 128,650
Task 2 - Major Equip Engineering & Bidding	866	\$ 105,500
Task 3A - Substation Construction Eng.	1395	\$ 177,100
Task 3B - Transmission Line Eng.	787	\$ 103,852
Task 4 - Construction Bidding Services	174	\$ 20,500
Task 5 - Construction Observation & Startup	672	\$ 99,300
Task 6 - Environmental Sub-Consultant	-	\$ 15,248
TOTAL	5,532	\$ 732,550

These fees are based on 2023 GPD engineering rates and assume project completion by Summer 2025.

Thank you for this opportunity to provide engineering services for OMLPS. Please call me at 330-572-2277 if you have any questions or comments.

Sincerely,
GPD Group



Steve Schaub, PE
Director – Substation Engineering

cc: Jim O'Connor – GPD
Josh Nine – GPD

Att: GPD Standard Terms and Conditions (revised by OMLPS dated 5/4/23)

Accepted By:

Signature: 

Date: 5/18/2023

Title: City Manager

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TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and DeHaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal (collectively the "Agreement"):

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the Agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

~~**Indemnification.** GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this Agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.~~

~~**Risk Allocation.** In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. In addition to the foregoing, and to the fullest extent permitted by law, GPD, their respective officers, directors, partners, employees, contractors or subconsultants shall not be liable to Client for any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Work or to this Agreement.~~

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

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." ~~Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use.~~ The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this Agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this Agreement or which was lawfully received from a third party without a restriction on disclosure.

~~Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This Agreement and the Work shall be governed by the laws of the State of Ohio. To the extent allowed by applicable law, no action or claim whether in tort, contract, or otherwise shall be brought against GPD more than one (1) year after the completion of the applicable portion of Work as delineated in the attached proposal.~~

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This Agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this Agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this Agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

<u>SIGNATURE</u>	
Client: <u>City of Oberlin</u> <small>Name of Firm</small>	
<u>Robert Hillard</u> Printed Name	<u>[Signature]</u> Signature
<u>City Manager</u> Title	<u>5/18/2023</u> Date

Approved as to form:

Jon D. Clark
Jon D. Clark, Law Director