REGULAR PIQUA CITY COMMISSION MEETING
TUESDAY, MARCH 5, 2019
6:00 PM
COMMISSION CHAMBER – 2nd FLOOR
201 WEST WATER STREET - PIQUA, OHIO  45356

CALL TO ORDER

THE PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES & PIQUA CITY COMMISSION

ROLL CALL

CONSENT AGENDA

1. Approval of the minutes from the July 3, 2018 Joint Meeting of the Washington Township Trustees and the Piqua City Commission

2. RES. NO. R-26-19
   A Resolution appointing a member to the Forest Hill Union Cemetery Board

ADJOURNMENT

REGULAR PIQUA CITY COMMISSION MEETING

CONSENT AGENDA

3. APPROVAL OF MINUTES
   Approval of minutes from the February 19, 2019 Regular City Commission Meeting

NEW BUSINESS

4. RES. NO. R-27-19
   A Resolution authorizing a purchase order to Century Equipment for the purchase of a Grounds Mower for Echo Hills Golf Course

5. RES. NO. R-28-19
   A Resolution authorizing an amendment to the agreement with the Regional Air Pollution Control Agency (RAPCA) for Air Pollution Control Services

6. RES. NO. R-29-19
   A Resolution awarding a contract to Staffco Construction, Inc. for the Municipal Government Complex Lobby Modification project

7. RES. NO. R-30-19
   A Resolution retaining the services of SSOE Group to provide Professional Consulting and Engineering Services for the Power System

PUBLIC COMMENT
(This is an opportunity for citizens to address the City Commission regarding agenda items, issues, or to provide information. Comments are requested to be limited to five (5) minutes and specific questions should be addressed to the City Manager's office).

CITY MANAGER'S REPORT

COMMISSIONERS COMMENT
MINUTES
PIQUA CITY COMMISSION
JOINT MEETING WITH WASHINGTON TOWNSHIP TRUSTEES
Tuesday, July 3, 2018
6:00 P.M.

Piqua City Commission met at 6:00 P.M. in the Municipal Government Complex Commission Chambers located at 201 W. Water Street. Mayor Hinds called the meeting to order. Also present were Commissioners Lee, Short, Martin and Vogt, as well as Washington Township Trustees Ed McMacken, Matt Hartley and Jim Hiegle.

CONSENT AGENDA

APPROVAL OF MINUTES

Approval of the Minutes from the June 19, 2018 Joint Meeting of the Washington Township Trustees and the Piqua City Commission

Commissioner Martin moved for the approval of the Consent Agenda; motion seconded by Commissioner Lee; motion was carried unanimously and Mayor Hinds declared the Consent Agenda approved.

NEW BUSINESS

RESOLUTION NO. R-97-18

A RESOLUTION RENEWING A TAX LEVY IN EXCESS OF THE TEN-MILL LIMITATION FOR MAINTENANCE AND OPERATING THE FOREST HILL UNION CEMETERY

City Manager Gary Huff spoke stating Jim Roth gave an explanation of this item at the last commission meeting.

Law Director Stacy Wall further spoke stating this Resolution is the final Resolution that will go to the Board of Elections. At the last meeting, the Resolution was the intent to pass the levy. After that it was sent by certified copy to the County Auditor; the County Auditor then certified the amount of the property tax revenue that will be received from the levy. After approval of this Resolution, the Resolution will then go by certified copy to the Board of Elections, where it will be placed on the ballot. This is a renewal with an increase. The current levy is .5 mill; that will remain; there will be an increase of .2 mill for operating expenses. The Resolution contains in Section IV the language that will be placed on the ballot and that will be submitted to the Board of Elections.

Township Trustee Hiegle spoke stating the .2 mill increase will be used for improvements at the cemetery, not operations.

No one came forward to speak for or against Resolution No. R-97-18.

Motion was made by Township Trustee Hartley to adopt Resolution No. R-97-18; motion seconded by Commissioner Martin; motion was carried unanimously and Mayor Hinds declared Resolution No. R-97-18 passed.
ADJOURNMENT

Motion made by Commissioner Lee to adjourn from the Joint City Commission Meeting at 6:06 P.M.; motion seconded by Commissioner Martin; motion carried unanimously.

PREPARED BY:
KIMBERLY J. HEBB
ACTING CLERK OF COMMISSION-2018

PASSED: _______________________

ATTEST: _______________________
    JESSICA MORGAN STEIN
    CLERK OF COMMISSION

KATHRYN B. HINDS, MAYOR
RESOLUTION NO. R-26-19

A RESOLUTION APPOINTING A MEMBER
TO THE FOREST HILL UNION CEMETERY BOARD

BE IT RESOLVED by the Commission of the City of Piqua, Miami County, Ohio, and by the Board of Trustees of Washington Township, Miami County, Ohio the majority of all members elected thereto concurring, that:

SEC. 1: Kyle Cooper is hereby appointed as a member of the Forest Hill Union Cemetery Board for a term to expire on December 31, 2021 or until her successor is confirmed and qualified;

SEC. 2: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: __________________________
JESSICA MORGAN STEIN
CLERK OF COMMISSION

WASHINGTON TOWNSHIP TRUSTEES

_______________________________

_______________________________

_______________________________

The Motion to adopt the foregoing Resolution was offered by _______________ seconded by _______________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Dave Short
Commissioner Kris Lee
Trustee Ed McMaken
Trustee Matt Hartley
Trustee Jim Hiegel

Legislation Date: 2/5/2019
PIQUA CITY COMMISSION
MINUTES
TUESDAY, FEBRUARY 19, 2019
6:00 P.M.

Piqua City Commission met in the Municipal Government Complex – 201 West Water Street

Mayor Hinds called the meeting to order at 6:00 PM followed by the Pledge of Allegiance.

Roll Call as follows: Present: Mayor Hinds, Commissioners Short, Martin and Vogt. Absent: Commissioner Lee.

Commissioner Martin, moved to excuse Commissioner Lee from the meeting, motion was seconded by Commissioner Vogt.

Motion was carried unanimously, and Mayor Hinds declared Commissioner Lee excused.

CONSENT AGENDA

MINUTES FROM FEBRUARY 5, 2019
Approval of the minutes from the February 5, 2019 Regular City Commission Meeting.

RES. NO. R-9-19
A Resolution reappointing a member to the Civil Service Commission

RES. NO. R-10-19
A Resolution reappointing a member to the Energy Board

RES. NO. R-11-19
A Resolution reappointing a member to the Energy Board

RES. NO. R-12-19
A Resolution reappointing a member to the Energy Board

RES. NO. R-13-19
A Resolution reappointing a member to the Energy Board

RES. NO. R-14-19
A Resolution reappointing a member to the Energy Board

RES. NO. R-15-19
A Resolution reappointing a member to the Energy Board

RES. NO. R-16-19
A Resolution reappointing a member to the Golf Advisory Board

RES. NO. R-17-19
A Resolution reappointing a member to the Planning Commission

RES. NO. R-18-19
A Resolution appointing a member to the Planning Commission

RES. NO. R-19-19
A Resolution appointing a member to the Tree Committee

RES. NO. R-20-19
A Resolution reappointing a member to the Miami Valley Regional Planning Commission

RES. NO. R-21-19
A Resolution reappointing an alternate member to the Miami Valley Regional Planning Commission

RES. NO. R-22-19
A Resolution reappointing a member to the Downtown District Design Review Board

Commissioner Martin, moved for the approval of the Consent Agenda, motion was seconded by Commissioner Vogt.

Motion was carried unanimously, and Mayor Hinds declared the Consent Agenda adopted.

NEW BUSINESS

RES. NO. R-23-19
A Resolution awarding a contract to Grissom Construction, LLC for the Sidewalk ADA Compliance program

Amy Havenar, City Engineer reported bids were received for this project on February 5, 2019. She stated the work will consist of the installation of 46 ADA compliant handicap ramps at intersection along the proposed streets to be resurfaced as part of the 2019 Street Resurfacing program. This work will also include the replacement of 15 catch basins.

Commissioner Short, moved for the adoption of Res. No. R-23-19, seconded by Commissioner Martin. Motion carried unanimously.
RES. NO. R-23-19 Adopted

RES. NO. R-24-19
A Resolution awarding a contract to Barrett Paving Materials, Inc. for the 2019 Street Resurfacing program

City Engineer, Amy Havenar stated that the bids for the resurfacing program were also received on February 5, 2019 with Barrett Paving Materials Inc. receiving the project. This project will address the necessary roadway base repairs and the overlaying of the roadway with a new asphalt surface.

Commissioner Vogt asked if there was a map of the locations the Street Department will be resurfacing. Amy indicated she did not have a map of those locations. Amy also indicated the map of the resurfacing being done by Barrett Paving Materials was published in the Spirit newsletter.

Commissioner Vogt moved for the adoption of Res. No. R-24-19, seconded by Commissioner Martin. Motion carried unanimously.
RES. NO. R-24-19 Adopted

RES. NO. R-25-19
A Resolution for Consent to enter into an agreement for Professional Engineering Design Services with Strand Associates, Inc. for the Stormwater Master Plan update

Sky Schelle, Water Quality Coordinator reported there have been repeated reports of flooring on the south side of the City and staff put out a RFQ to update the City’s Stormwater Master Plan to find solutions to the flooding and other Stormwater related issues. Strand Associated was selected and provided Sky with a five-tasks to address the issues.

The project expense is $110,000 and all proposed solutions will be accompanied by estimated design, construction and operation and maintenance costs.
Commissioner Martin moved for the adoption of Res. No. R-25-19, seconded by Commissioner Short. Motion carried unanimously.
RES. NO. R-25-19 Adopted

PUBLIC COMMENT
Law Director Frank Patrizio informed Mayor Hinds there was a foreign exchange student in the audience. Mayor Hinds invited her to the podium to introduce herself. She indicated she was from the country Georgia and she was honored to be at the meeting and her stay has been a great experience.

CITY MANAGER'S REPORT
There was no report given.

COMMISSIONERS COMMENTS
Commissioner Martin asked that everyone be careful if they were out in the storm that night.

ADJOURNMENT TO EXECUTIVE SESSION
To consider pending or imminent litigation

Motion was made by Commissioner Vogt to move from the Regular City Commission Meeting and move into Executive Session at 6:15 P.M. motion was seconded by Commissioner Martin. Motion carried unanimously.

Motion was made by Commissioner Martin seconded by Commissioner Short to adjourn from the Executive Session at 7:20P.M. Motion carried unanimously.

Motion was made by Commissioner Martin seconded by Commissioner Short to adjourn from the Regular City Commission meeting at 7:22P.M. Motion carried unanimously.

______________________________
KATHRYN B. HINDS, MAYOR

PASSED:______________________

ATTEST:
JESSICA MORGAN STEIN
CLERK OF COMMISSION
RESOLUTION NO. R-27-19

A RESOLUTION AUTHORIZING A PURCHASE ORDER
TO CENTURY EQUIPMENT FOR THE PURCHASE OF A
GROUNDS MOWER FOR ECHO HILLS GOLF COURSE

WHEREAS, the present operations of the City require the purchase of a grounds
mower for the Golf Course to replace used equipment; and

WHEREAS, using State Contract #800261-STS515, our purchasing requirements
are satisfied and the written quote from Century Equipment is attached hereto;

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

SEC. 1: A Purchase Order for said equipment is hereby awarded to Century
Equipment and the City Manager is hereby authorized to execute a purchase order with
said vendor pursuant to bid specifications;

SEC. 2: The Finance Director certifies that funds are available and is hereby
authorized to draw her warrants from time to time on the appropriate account of the City
treasury in payment according to contract terms, not exceeding a total of $63,558.52;

SEC. 3: This Resolution shall take effect and be in force from and after the
earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST: _________________________

JESSICA MORGAN STEIN
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by_____________________
seconded by______________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  Commissioner Kris Lee
Commissioner John Martin  Commissioner Dave Short
Commissioner William Vogt

Legislation Date: 3/5/2019
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>Mach 5, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A RESOLUTION AUTHORIZING A PURCHASE ORDER TO CENTURY EQUIPMENT FOR THE PURCHASE OF A GROUNDS MOWER FOR ECHO HILLS GOLF COURSE</td>
</tr>
</tbody>
</table>
| SUBMITTED BY | Name & Title: Cynthia A. Holtzapple, Asst. City Manager and Finance Director  
Department: Finance |
| AGENDA CLASSIFICATION | ☑️ Consent  | ☐ Ordinance  | ☑️ Resolution  | ☐ Regular |
| APPROVALS/REVIEWS | ☑️ City Manager  | ☑️ Asst. City Manager/Finance  
☑️ Asst. City Manager/Development  
☑️ Department Director  | ☐ Law Director  | ☐ Other: |
| BACKGROUND | Echo Hills Golf Course, currently in need of updating our mowing equipment, is requesting approval to purchase a Toro Groundsmaster 4500-D with accessories which will enable our staff to mow the grounds more efficiently and with less maintenance issues. We currently own 2 Toro Fairway units as well as others previously and have found them to be very reliable mowers.  
This specific unit was demoed by our golf superintendent, Kirt Huemmer. The mower is very well built with more steel construction and less hoses, it has coaster wheels that are very durable, and offers a 109” cut width. A leaf mulching kit, an extra set of blades and a set of mulching blades are included with this purchase. Century Equipment through their state bid contract is also providing us with a 2 year (or 1500 hours) warranty. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: 64,000.00  
Expenditure $: 63,558.52  
Source of Funds: 409-000-192-3392  
Narrative: This expenditure is included in the 2019 Budget |
| OPTIONS | 1. Approve Resolution R-27-19 as presented  
2. Approve Resolution R-27-19 with changes  
3. Deny Resolution R-27-19 and direct staff on how to proceed |
<p>| PROJECT TIMELINE | The new mower should be received by April 1st. |</p>
<table>
<thead>
<tr>
<th><strong>STAFF RECOMMENDATION</strong></th>
<th>We recommend passage of this Resolution because it will help us to maintain our beautiful golf course for many years to come.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REASON FOR SELECTING COMPANY</strong></td>
<td>Century Equipment has been a trusted vendor for the City for many years.</td>
</tr>
<tr>
<td><strong>ATTACHMENTS</strong></td>
<td>Exhibit “A” – Century Equipment Quote</td>
</tr>
</tbody>
</table>
# QUOTATION

For: Echo Hills Golf Course  
2100 Echo Lake Dr  
Piqua OH 45356-2254

Attr: Kirt Huenner

Date 01/29/19  
From: Cincinnati Office located at:  
8650 Bilstein Road  
Hamilton, OH 45015  
800-346-8066

SalesRep: Bryan McBride

<table>
<thead>
<tr>
<th>Qty</th>
<th>Models</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>GM4500D &amp; GM4700D</td>
<td>(OH State Contract# 800261-STS515)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>30881</td>
<td>Groundsmaster 4500-D (T4)</td>
<td>61,811.51</td>
<td>61,811.51</td>
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<tr>
<td>5</td>
<td>30836</td>
<td>Leaf Mulching Kit (order 1 per deck on 30821/30826)</td>
<td>48.07</td>
<td>240.35</td>
</tr>
<tr>
<td>1</td>
<td>31527</td>
<td>4WD Flow Divider Kit</td>
<td>1,506.66</td>
<td>1,506.66</td>
</tr>
<tr>
<td>1</td>
<td>WyCpt</td>
<td>Toro Standard Warranty 2 Years or 1500 Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub-Total:</td>
<td></td>
<td>83,558.52</td>
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<tr>
<td>Free Goods</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>108-9028-03</td>
<td>Combination Blade</td>
<td>90.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>108-1463</td>
<td>Atomic Mulching Blade Service Pack (5 Blades)</td>
<td>95.52</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>104-5169</td>
<td>Engine Oil Filter (For Break In Service)</td>
<td>8.70</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>94-2621</td>
<td>Hydraulic Filter (For Break In Service)</td>
<td>45.08</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>75-1310</td>
<td>Hydraulic Filter (For Break In Service)</td>
<td>43.22</td>
<td>0.00</td>
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<td></td>
<td></td>
<td>Sub-Total:</td>
<td></td>
<td>282.52</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(No Trades Quoted)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Merchandise Total**: 83,558.52  
**Trade-In Credit**: 0.00  
**Destination Charge**: 0.00  
**Sales Tax**: 0.00  
**Terms**: Net 15 Days (Upon Credit Approval)  
**Total**: 83,558.52

This Quote is Good for 30 Days

*Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery*

**Accepted By**:  
**Date**: 

P.O. Information:  
Century Equipment  
5859 Angola Rd.  
Toledo, OH 43615
RESOLUTION NO. R-28-19

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE REGIONAL AIR POLLUTION CONTROL AGENCY (RAPCA) FOR AIR POLLUTION CONTROL SERVICES

WHEREAS, Section 3709.09 of the Ohio Revised Code states that a board of health may contract with any political subdivision to obtain or provide any services for the prevention, control, and abatement of air pollution, and

WHEREAS, on May 18, 2009, the Piqua City Commission adopted Resolution #R-43-09 which authorizes the City Manager/Health Commissioner to enter into an agreement with RAPCA for professional services related to air pollution which includes the Schedule A uniform schedule of fees for the purpose of helping to pay for the costs of the local air pollution control program, and

WHEREAS, in order to help pay the costs of such program, it is necessary to amend the existing uniform system of fees.

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

SEC. 1: The City Manager is hereby authorized to amend the agreement with RAPCA for professional services related to air pollution control including Schedule A attached.

SEC. 2 RAPCA shall continue to provide management, technical, engineering and field enforcement services relative to the local air pollution control program in the City of Piqua, Ohio.

SEC. 3: The uniform system of annual fees referred hereto as the Schedule Maintenance Fee System shall be adopted and implemented for paying a portion of the local air pollution control program costs provided by RAPCA in the City of Piqua, Ohio.

SEC. 4: RAPCA is hereby authorized to invoice and collect monies from the Schedule A – Maintenance Fee System established by this resolution.

SEC. 5: The fees shall be in addition to any other monies generated for the purpose of providing local air pollution control services.

SEC. 6: All monies collected from the fee system established by this resolution shall go into the Air Resources Trust Fund of RAPCA.

SEC. 7: The RAPCA Supervisor is hereby authorized to act on behalf of the Board of Health regarding the air pollution control program in the City of Piqua, Ohio.
SEC. 8: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: ________________________

ATTEST: ________________________

JESSICA MORGAN STEIN
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by___________________
seconded by___________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Dave Short
Commissioner Kris Lee

Legislation Date: 3/5/2019
**Meeting Date:** March 5, 2019

**Report Title:** A Resolution authorizing an amendment to the agreement with the Regional Air Pollution Control Agency (RAPCA) for air pollution control services.

**Submitted By:**
- **Name & Title:** Amy Welker
- **Department:** Director of Health & Sanitation

**Agenda Classification:**
- ☒ Consent
- ☐ Ordinance
- ☒ Resolution
- ☐ Regular

**Approvals/Reviews:**
- ☒ City Manager
- ☐ Asst. City Manager/Finance
- ☐ Asst. City
- ☐ Law Director
- ☒ Manager/Development
- ☐ Department Director
- ☐ Other:

**Background:**
The City of Piqua has utilized the Regional Air Pollution Control Agency (RAPCA) for management, technical, and field enforcement of air pollution control regulations since 1983. Pursuant to the agreement, RAPCA provides the regulatory expertise in air pollution monitoring, prevention, and control. In 2009 the RAPCA agreement was updated to include the Schedule A uniform schedule of fees. This resolution will allow RAPCA to make adjustments to the fee schedule. All entities that would be affected by the changes have been notified.

**Budgeting and Financial Impact:**
- Budgeted $: 0
- Expenditure $: 0
- Source of Funds:
- **Narrative:** No cost to the City

**Options:**
1. Adopt the Resolution.
2. Do not adopt the Resolution.
3.
4.

**Project Timeline:**
Changes to the schedule of fees would take effect for the 2020 billing cycle.

**Reason for Selecting Consultant/Company**

**Attachments:** Schedule A—schedule of fees
PUBLIC HEALTH – DAYTON & MONTGOMERY COUNTY BOARD OF HEALTH

SCHEDULE A – MAINTENANCE FEE SYSTEM

Any owner and/or operator of a regulated entity shall pay maintenance fees in accordance with the following schedule.

MAINTENANCE FEES:

ANNUAL BASE FACILITY CHARGE

Each facility shall be subject to a fee of $125 per air emissions unit. Facilities that are only subject to OAC rule 3745-31-03 Permit by Rule regulations shall be subject to a fee of $100 per facility.

ANNUAL FACILITY SURCHARGES

<table>
<thead>
<tr>
<th>Requirement or Category</th>
<th>Title V Facility Fee</th>
<th>FEPTIO(^2) Facility Fee</th>
<th>Minor Facility Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title V Facility</td>
<td>$1500</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>FEPTIO(^2) Facility</td>
<td>n/a</td>
<td>$500</td>
<td>n/a</td>
</tr>
<tr>
<td>40 CFR Part 60</td>
<td>$500</td>
<td>$500</td>
<td>$250</td>
</tr>
<tr>
<td>40 CFR Part 63</td>
<td>$500</td>
<td>$500</td>
<td>$250</td>
</tr>
<tr>
<td>Compliance Assurance Monitoring</td>
<td>$500</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Continuous Emissions Monitoring/Low Mass Emissions</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Continuous Opacity Monitoring</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>PSD/NSR(^3) Permitting</td>
<td>$1000</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Power Utility(^4)</td>
<td>$1000</td>
<td>$1000</td>
<td>n/a</td>
</tr>
<tr>
<td>Used oil or hazardous waste burner</td>
<td>0.01 per gallon</td>
<td>0.01 per gallon</td>
<td>0.01 per gallon</td>
</tr>
</tbody>
</table>

PERMIT FEES

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Title V Renewal</td>
<td>$3000</td>
</tr>
<tr>
<td>Title V Modification</td>
<td>$1500</td>
</tr>
<tr>
<td>FEPTIO(^2) Renewal</td>
<td>$1500</td>
</tr>
</tbody>
</table>

\(^1\) For purposes of this fee schedule, an air emissions unit is defined as any permitted or permit by rule source located at a minor facility or FEPTIO facility and any significant source, insignificant source, and permit by rule source located at a Title V facility.

\(^2\) Federally Enforceable Permit to Install and Operate

\(^3\) Prevention of Significant Deterioration/New Source Review

\(^4\) Power utilities included power generation and peaking stations identified by NAICS code 221112.
Minor Renewal | $500
Deminimus Determination | $500

EMISSIONS TESTING

| Retest/cancellation/reschedule | $500 |
| Requested observation | $500 |
| Nonconforming work hours (any hours outside of 8:00 am – 4:30 pm) | $50/hr |

ENVIRONMENTAL SAMPLING

A facility shall be billed the actual cost, including but not limited to equipment rental, laboratory analysis, sampling supplies, and personnel costs, of any environmental sampling performed by RAPCA in response to a complaint or suspected public health threat.

ASBESTOS NOTIFICATIONS*

<table>
<thead>
<tr>
<th>The fees for processing demolition and/or asbestos renovation notifications shall be based upon the regulated asbestos abatement project size as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition only notifications</td>
</tr>
<tr>
<td>Less than 160 square feet or 260 linear feet of Regulated Asbestos Containing Materials (RACM)</td>
</tr>
<tr>
<td>Greater than or equal to 160 square feet or 260 linear feet and less than 5,000 feet (square, linear, or combination) of RACM</td>
</tr>
<tr>
<td>Greater than or equal to 5,000 feet (square, linear, or combination) of RACM</td>
</tr>
</tbody>
</table>

*This fee does not apply to unregulated projects or to volunteer fire departments submitting a demolition notice for fire training exercises conducted in asbestos-free residential structures. Payments and an appropriate survey should be sent in with the completed notification form.

Facility maintenance fees totaling the sum of the base and all applicable surcharges shall be assessed based on the facility status as of December 31 and invoiced annually for the previous calendar year. Permit, environmental sampling, and emissions testing fees shall be invoiced quarterly.

If payment of a fee established under this section is not received by the day on which payment is due, the board of health shall assess a penalty. The amount of the penalty shall be equal to twenty-five (25%) per cent of the applicable fee.

The fee structure shall apply to all governmental units unless the imposition and collection of fees are prohibited by law.

No fee shall be demanded or collected for any church, public or parochial school.

In the event a facility is shutdown, idled, the facility status changes, or the fee causes undue hardship, adjustments to the fees may be made at the discretion of the RAPCA Supervisor provided sufficient documentation is submitted. Any such reduction or waiver of the fee requirement shall be reviewed annually.

October 22, 2018
RESOLUTION NO. R- 29-19

A RESOLUTION AWARDING A CONTRACT TO
STAFFCO CONSTRUCTION, INC. FOR THE
MUNICIPAL GOVERNMENT COMPLEX LOBBY
MODIFICATION PROJECT

WHEREAS, on December 18, 2018, this Commission passed Resolution No. R-165-18 authorizing the City Purchasing Analyst to advertise for bids, according to law, for the Municipal Government Complex Lobby Modification Project; and

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

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

SEC. 1: A contract is hereby approved with Staffco Construction, Inc. as the lowest, responsible bidder for the Municipal Government Complex Lobby Modification Project and the City Manager is hereby authorized to execute a contract with said bidder pursuant to contract specifications.

SEC. 2: The Finance Director certifies that funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $100,000.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST:

JESSICA MORGAN STEIN
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by __________________________
seconded by __________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds  ___________  Commissioner John Martin  ___________
Commissioner William Vogt  ___________  Commissioner Dave Short  ___________
Commissioner Kris Lee  ___________

Legislation Date: 3/5/2019
# Commission Agenda

## Staff Report

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>March 5, 2019</th>
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</thead>
<tbody>
<tr>
<td>REPORT TITLE</td>
<td>A Resolution awarding a contract to Staffco Construction, Inc. for the Municipal Government Complex Lobby Modification Project.</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Bob Graeser, Project Manager  
|                    | Department: Engineering |
| AGENDA CLASSIFICATION | □ Consent  
|                    | □ Ordinance  
|                    | ☑ Resolution  
|                    | □ Regular |
| APPROVALS/REVIEWS  | ☑ City Manager  
|                    | □ Asst. City Manager/Finance  
|                    | ☑ Asst. City Manager/Development  
|                    | □ Law Director  
|                    | ☑ Department Director  
|                    | □ Other: |
| BACKGROUND         | On January 24, 2019, three bids were received for the Municipal Government Complex Lobby Modification Project (see attached Exhibit A).  
|                    | The project will consist of improvements to the lobby area of the Municipal Government Complex to make a safer, more efficient area for the public to be able to conduct their business with the Utility Business Office as well as with the Income Tax Department. |
| BUDGETING AND FINANCIAL IMPACT | Budgeted $: $70,000  
|                    | Expenditure $: $100,000 (includes 10% contingency)  
|                    | Source of Funds: City Building - 001-002-818-8802  
|                    | Narrative: This resolution includes a 10% contingency for items of work which may be required which are not included in the original plans and specifications. |
| OPTIONS            | 1. Approve the resolution and complete the Municipal Government Complex Lobby Modification Project.  
|                    | 2. Do not approve the resolution and do not complete project. |
| PROJECT TIMELINE   | It is anticipated that the project will start immediately and will be completed by the end of July. |
| STAFF RECOMMENDATION | Approve the resolution to allow for the completion of the Municipal Government Complex Lobby Modification Project. |
| REASON FOR SELECTING CONSULTANT/COMPANY | Lowest bidder following the public bidding process. |
| ATTACHMENTS        | Bid Tabulation (Exhibit A) |
## EXHIBIT A

### BASE BID - (GENERAL CONTRACT)

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Quantity</th>
<th>Base Bid Amount</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>MODIFICATION BID</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staffco Construction, Inc</td>
<td>1</td>
<td>$91,000.00</td>
<td>$91,000.00</td>
</tr>
<tr>
<td>Arcon Builders, Ltd.</td>
<td>1</td>
<td>$92,400.00</td>
<td>$92,400.00</td>
</tr>
<tr>
<td>GJO Distributors &amp; Contracting Inc</td>
<td>1</td>
<td>$110,000.00</td>
<td>$110,000.00</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-30-19

A RESOLUTION RETAINING THE SERVICES OF SSOE GROUP TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE POWER SYSTEM

WHEREAS, it is deemed advisable for the City to retain the services of SSOE Group as a professional firm to provide consulting and engineering services for the Power System; and

WHEREAS, SSOE Group will provide professional services for which the solicitation of bids would, in the City Manager’s judgment, be of no material benefit.

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

SEC. 1: SSOE Group is hereby retained by the City of Piqua as a professional consulting and engineering firm;

SEC. 2: The Finance Director certifies funds are available and is hereby authorized to draw her warrants from time to time on the appropriate account of the city treasury in payment according to contract terms, not exceeding a total of $100,000;

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

KATHRYN B. HINDS, MAYOR

PASSED: __________________________

ATTEST:

JESSICA MORGAN STEIN
CLERK OF COMMISSION

The Motion to adopt the foregoing Resolution was offered by ____________________________ seconded by ____________________________ and on roll call the following vote ensued:

Mayor Kathryn B. Hinds
Commissioner John Martin
Commissioner William Vogt
Commissioner Dave Short
Commissioner Kris Lee

Legislation Date: 3/5/2019
# Commission Agenda
## Staff Report

### MEETING DATE
March 5, 2019

### REPORT TITLE
A RESOLUTION RETAINING THE SERVICES OF SSOE GROUP TO PROVIDE PROFESSIONAL CONSULTING AND ENGINEERING SERVICES FOR THE POWER SYSTEM

### SUBMITTED BY
Name & Title: Ed Krieger, Power System Director  
Department: Power System

### AGENDA CLASSIFICATION
- [ ] Consent  
- [ ] Ordinance  
- [x] Resolution  
- [ ] Regular

### APPROVALS/REVIEWS
- [x] City Manager  
- [ ] Asst. City Manager/Finance  
- [ ] Asst. City Manager/Development  
- [ ] Law Director  
- [x] Department Director; Ed Krieger  
- [x] Other: Energy Board

### BACKGROUND
SSOE is a project delivery firm for architecture, engineering and construction management, with projects in 40 countries. SSOE was founded in 1948 and currently has more than 20 locations worldwide. The Power System has utilized SSOE’s Toledo office for several projects over the past few years and have been completely satisfied with their work to date, including engineering and project management services associated with the Piqua Power Plant Waterfront Redevelopment Project and more recently, the Substation #5 Breaker Replacement Project.

During routine Substation testing in 2017, Power Services identified concerns related to Piqua’s oil-filled 69 kV Breakers and recommended the City considering replacement of these aging and service critical assets. More reliable and less-maintenance intensive SF6 and Vacuum alternatives are now available to replace Piqua equipment that has been in service for 30-40 years.

The Power System has developed a three-year program to replace these critical assets and completed the replacement of three (3) – 69 kV Breakers at Piqua’s Substation #5 in 2018. SSOE will provide professional consulting and engineering services related to the replacement of four (4) – 69 kV Breakers at Piqua’s Substation #3 in 2019.
<table>
<thead>
<tr>
<th>BUDGETING AND FINANCIAL IMPACT</th>
<th>Budgeted $:</th>
<th>$330,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure $:</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>Power System (401-000-190-3353)</td>
<td></td>
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<tr>
<td>Narrative:</td>
<td>Included in the 2019 Power System budget is $330,000 for engineering services and equipment necessary to replace four (4) – 69 kV Breakers at Piqua’s Substation #3. The Energy Board unanimously recommended to Piqua City Commission to retain the services of SSOE Group to provide professional consulting and engineering services related to the City’s 69 kV Breaker Replacement project during its meeting of February 26, 2019.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>1. Approve Resolution No. R-30-19 authorizing the City of Piqua Power System to retain the services of SSOE Group to provide professional consulting and engineering services related to the City’s 69 kV Breaker Replacement project.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Do not approve Resolution No. R-30-19 and provide staff with further direction.</td>
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</table>

| PROJECT TIMELINE | Engineering will begin soon after the legislation is approved which will allow for 69 kV Breaker replacements at Piqua’s Substation #3 in the fall of 2019. |

| REASON FOR SELECTING CONSULTANT/COMPANY | The Power System has utilized SSOE’s Toledo office for several projects over the past few years and have been completely satisfied with their work to date, including engineering and project management services associated with the Piqua Power Plant Waterfront Redevelopment Project & more recently, the Substation #5 Breaker Replacement Project. |

| STAFF RECOMMENDATION | Approve Resolution No. R-30-19 authorizing the City of Piqua Power System to retain the services of SSOE Group to provide professional consulting and engineering services related to the City’s 69 kV Breaker Replacement Project. |

| ATTACHMENT | SSOE Proposal dated 2-12-19 |
February 12, 2019

Mr. Ed Krieger
Power System Director
City of Piqua
201 Hemm Avenue
Piqua, Ohio 45356

RE: Sub 3 – Breaker Replacement
SSOE Proposal No. P19-00518-00

Dear Mr. Krieger:

Per your request, SSOE Group is pleased to present this proposal to provide design and engineering services for your Substation 3 Breakers Replacement and 69 kV Line Relay Project. Our proposal outlines our proposed approach, assumptions, and deliverables. The proposal has been prepared in accordance with our meeting of January 29, 2019.

Delivering great client service is our culture. We train our staff, monitor our performance, and improve our procedures so that each one of us contributes to an outstanding experience for our clients. It all starts with listening to understand your expectations and needs to successfully deliver your project.

Thank you for the opportunity to propose on this important project. We look forward to working with you. If you should have any questions or require additional information, please feel free to contact me at 567.218.2328 or via email at tfitzpatrick@ssoe.com.

Sincerely,

SSOE

[Signature]

Tom Fitzpatrick, PE PMP
Senior Project Manager

cc: Joe Hulderman, PE - SSOE
I. Introduction

The City of Piqua (City) has requested a proposal for engineering services associated with the removal and replacement of two (2) 69 kV SF6 circuit breakers at Substation 3. The breakers are designated as 69-301 and 69-302. The 69 kV line primary differential and backup distance protective relays for the 69 kV circuit connecting Substations 3 and 4 will also be upgraded to new relaying.

As part of this project, Dayton Power & Light (DP&L) will be replacing their two (2) 69 KV breakers located at Substation 3.

The following proposal describes our Scope of Services to successfully complete this project.

II. Project Scope

A. Project Description.

1. Substation 3.

   a. Replace two (2) 69 kV SF6 circuit breakers with vacuum circuit breakers. The breakers are designated as 69-301 and 69-302.

   b. Replace the transformer and bus differential relaying. SEL relays are preferred.

   c. Reconfigure the front door on the 69-301 Unit to contain the bus differential relays, 69 kV line primary differential and backup distance relaying, line power meter, 86B lockout relay, SCADA on-off control switch, primary relay control switch, recloser on-off switch, breaker control for the 69-301 and all test switches. SEL relays are preferred.

   d. Reconfigure the front panel on 69-302 Unit to contain the transformer differential relays, high side backup overcurrent relay, power meter, 86T lockout relay, supervisory local/remote switch, breaker control for the 69-302 and all test switches. SEL relays are preferred.

   e. The replacement of the 69 kV primary differential and backup distance line relays are for the 69 kV circuit connecting Substations 3 and 4. The line relays will be capable of communicating with the City’s SCADA system to retrieve data. The Substation 4 panel will be modified to accept the SEL relays.

   f. The replacement of 69-301 and 69-302 power meters with new Bitronics power meters capable of communicating with the City’s SCADA system to retrieve data.

   g. Remove the top portion of two (2) existing breaker foundations and attach new concrete caps, doweled into the remaining portion, and sized to fit the new breakers.

B. Project Delivery.

1. The project will be delivered using the design / bid / build approach with the following contracts / Purchase Orders (PO).
a. Breakers: Provide and deliver – Already under order from Hitachi. Shop drawings are in the process of being reviewed.

b. Relays: Provide and deliver. Sole source to SEL. City will issue a PO to SEL.

c. Reconfigure front door panel for 69-301 and front panel for 69-302 units: Solicit quotes from one or more panel shops using SSOE drawings. City will issue a PO to the selected panel shop. City will install SEL relays and all other components in the provided fabricated panel/door. Newly fabricated panel/door will be installed by City personnel.

d. Reconfigure front door panel at Sub 4 for line relaying. This will be a cover panel and not be a full door replacement.

e. Electrical Construction: Self-performed by City personnel.

f. Foundations: The City will solicit pricing from one or more contractors using SSOE prepared drawings.

C. Design Documentation.

1. Relays, Power Meter, Control and Test Switches.
   a. Provide ordering information so that the City can solicit a quote and directly order.

2. Reconfiguration of Panel fronts for 69-301 and 69-302 units.
   a. Provide front panel view, wiring, control, and connections for new relaying and breaker controls associated with 69-301 and 69-302 Panel fronts.

   b. Provide front panel view, wiring, control, and connections for new line relaying at Substation 4.

3. Construction by City Personnel.
   a. Provide design documents for applicable construction purposes. Design documents may include, but are not limited to:

      i. General notes.

      ii. Site layout plan.

      iii. Breaker removal.

      iv. Cable types for replacing control and instrument conductors to the breakers.

      v. Cable schedules and types for new cables to new breakers.

      vi. Relay settings for bus differentials, transformer differentials, line relaying
and overcurrent relays based on existing relay settings when available. When settings are not available, they will be derived as necessary. All settings will be verified for proper selective coordination.

   a. Provide two (2) drawings – General Notes and Foundations Plan. Drawings will be sealed by an Ohio Professional Engineer.

D. Procurement.
   1. Relays
      a. Respond to SEL Requests for Information (RFIs).
      b. Review and comment on SEL quote.
   2. Reconfiguration of front door panel for 69-301 and front panel for 69-302 units.
      a. Respond to RFIs.
      b. Review and comment on vendor quotes.
      c. Provide a recommendation for award.
   3. Foundations.
      a. Respond to RFIs.

E. Construction Support.
   1. Breakers and Relaying.
      a. Review shop drawings.
   2. Construction by City Personnel.
      a. SSOE will respond to the City’s RFIs during construction and provide clarifications to the drawings as required.
      b. Two (2) weeks of onsite support is included for the electrical panel work and checkout associated with the breaker to panel work and line relaying.
   3. Foundations.
      a. Review shop drawings for reinforcement bars.

F. Post-Construction Support.
   1. SSOE will provide as-recorded drawing documents based on mark-ups provided by the City.
III. Deliverables

A. Design Documentation.
   1. Preliminary and final versions of proposed specifications and drawings as outlined in item II.C

B. Post-Construction
   1. As-recorded drawings using markups provided by the City.

C. Project Management
   1. Trip reports and meeting minutes.
   2. Monthly project status reports.

IV. Assumptions / Clarifications

A. All site work areas are assumed to be environmentally clean.

B. Review by Owner of construction package will be by Webex.

C. SSOE will provide construction support services, such as responding to City's generated RFI and the preparing necessary revisions to clarify the construction documents.

D. Technical design specifications for reconfigured doors procurement and construction performed by the City will be provided within the provided drawing documents.

E. Construction cost estimating has not been included, but can be performed as an additional service.

F. All required permitting and associated fees will be provided by the City.

G. SSOE has included two (2) trips to the site to verify wiring connections for existing control and protective schemes.

H. SSOE assumes the foundations for the two DP&L breakers are by DP&L however, since all breakers are dimensionally the same the provided SSOE drawing may be used for the DP&L foundations if DP&L agrees with the SSOE foundation design. This could be a cost savings to the City.

V. Schedule

A. SSOE will provide preliminary review documents within six (6) weeks of notice to proceed.

B. Final documents will be provided within three (3) weeks following receipt of all comments from the preliminary review documents.
VI. Compensation

SSOE will provide our services for a Time and Materials Not to Exceed fee of $90,000 and in accordance with the attached Hourly Rate and Reimbursable Schedules.

This estimate includes all reimbursable expenses for reproduction and other project related items including travel.

VII. Payment Terms

SSOE will submit monthly invoices for the professional services provided during the preceding month. Payments are due within thirty (30) days of the invoice date.

VIII. Scope Change Procedure

If during the project a change in scope or services should occur, SSOE will advise the City of the cost and schedule impact for engineering services prior to proceeding with that portion of the work. After the City’s approval, the increase or decrease will be reflected in the total project cost. Delay in approval may result in delays in schedule.

IX. Terms and Conditions

This project will be administered in accordance with the attached SSOE General Conditions.

X. Proposal Validity

Our proposal is firm and valid for your acceptance for sixty (60) days, and is thereafter subject to reconfirmation. If an award cannot be made by this date, we would be pleased to review our proposal in an effort to extend the pricing and schedule offered. The proposal is subject to prior sale or allocation of our resources.
General Conditions

1. **General:** These General Conditions are agreed to simultaneously with, and constitute a part of, the attached Proposal or Professional Services Agreement (Agreement). In the event a conflict arises between the provisions of these General Conditions and any other part of the Agreement, these General Conditions shall modify and supersede such other part to the extent necessary to eliminate any such conflict, but no further. All capitalized terms used herein have the same meaning as in the Agreement, unless otherwise defined in these General Conditions.

2. **Professional Services:** SSOE shall provide those professional services described in the Agreement as Basic Services, with such modifications thereto as may be agreed to in writing by SSOE. Any other services not included in Basic Services shall be additional services to be performed at additional cost, and shall be provided only if agreed to in writing by SSOE. SSOE shall perform Basic Services and such additional services as may be agreed to as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Services provided by SSOE are provided solely for the benefit of the Owner.

3. **Payment Terms:** Payment is due on receipt of SSOE’s invoice. If payment is not received by SSOE within 30 days from the invoice date, then Owner agrees to pay to SSOE a finance charge on the principal amount of the past-due amount of 1-1/2% per month. If the 1-1/2% per month exceeds the maximum amount permitted by law, the finance charge shall be automatically reduced to the maximum amount permitted by law. If the Project is suspended or abandoned in whole or in part for more than 3 months, SSOE shall be compensated for services performed prior to receipt of Owner’s written notice of such suspension of abandonment. If the Project is resumed after being suspended for more than 3 months, SSOE’s compensation shall be equitably adjusted. If the Scope of the Project is materially changed at any time, SSOE’s compensation shall be equitably adjusted. The required use of any fee-based procurement / billing systems shall be a reimbursable expense included in SSOE’s invoices at actual cost.

4. **Owner’s Responsibility:** Owner shall provide SSOE in a timely fashion with full information regarding its requirements for the Project, including design objectives, system and site requirements. Owner represents and warrants to SSOE that the Project site has not, does not, and will not contain any pollutants or asbestos. When requested by SSOE, Owner shall promptly provide a legal description and a certified land survey of the Project site, together with all plans and specifications for any existing improvements located thereon. Owner shall also promptly furnish the services of soil engineers, geotechnical experts and other Consultants when required by SSOE, and such structural, mechanical, chemical, and other tests, inspections and reports as required by law or SSOE. Owner shall also promptly furnish all legal, accounting, and insurance services as may be necessary for the Project. The items furnished or provided by Owner under this paragraph shall be furnished or provided without cost or expense to SSOE. SSOE shall be entitled to rely upon the substance and completeness of items furnished, provided or represented by Owner under this paragraph in performing its professional services.

5. **SSOE’s Responsibilities:** SSOE covenants and warrants that its professional services shall be performed with the degree of skill and care as is consistent with the degree of reasonable and ordinary skill and care currently and commonly exercised by a reputable member of the design profession in the state in which the Project is located under the same or similar circumstances. No other warranties, express or implied, are made or intended by this Agreement for, or actual performance of, any services performed by SSOE. SSOE shall not be responsible for the verification of the condition of any existing structure, equipment, or appliance except as expressly agreed to by SSOE in writing. SSOE shall provide only such observation or monitoring services at the Project site during construction as expressly agreed to by SSOE in writing. In no event shall SSOE have control or charge of, or be responsible for, and Owner shall fully indemnify and hold SSOE harmless with respect to any liability arising out of, construction means, methods, techniques, sequences and procedures, and safety precautions and programs in connection with, the construction work being performed for the Project and the persons or property associated with or affected by the same. Owner also agrees to reimburse SSOE for additional costs incurred for the acts and omissions of the Contractor, Subcontractors, and any other persons performing any construction work, and the failure of any of them to carry out the work in accordance with any construction Contract Documents. This paragraph shall apply continuously and is not limited to the working hours and encompasses all areas in, on, adjacent to, or near the Project site. It is also recognized that SSOE has no control over the cost of labor, materials, or equipment, over the Contractor’s method of determining Project prices, or over competitive bidding, market or negotiating conditions. Accordingly, SSOE does not warrant or represent that bids or negotiated prices will not vary from any Project budget.

6. **Documents:** Drawings and specifications prepared by SSOE as instrument of service are and shall remain the property of SSOE whether the Project for which they were made is executed or not, and SSOE shall be deemed to be the author and shall retain all rights, including copyrights to such property. Owner shall be permitted to obtain copies of drawings and specifications solely for information and reference in connection with its use and occupancy of the Project. Drawings and specifications prepared by SSOE shall not be used by Owner on other projects or for additions to or completion of the Project except as agreed to in writing by SSOE. Submissions or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not construed as publication in derogation of SSOE’s rights.

a. With regard to documents provided to SSOE by Owner (or third party at the request of Owner), Owner certifies they have valid ownership/approval for use of all electronic files and documents given to SSOE, Inc., including drawings to be used in the development of design or construction drawing deliverables. Furthermore, Owner by transferring the documents to SSOE, is conferring rights of licensure (and/or ownership) to SSOE. Additionally, Owner will indemnify and hold SSOE harmless from all costs, expenses, and obligations, including but not limited to, reasonable attorney fees, which may be brought against SSOE from it’s use of the Owner (or third party at request of Owner) provided electronic files and documents.
b. SSOE, having made significant investment in development of proprietary 3D CADD technology, retains all rights and privileges associated with such technology. SSOE shall retain electronic model containing said technology and provide Owner with electronic drawings converted to Owner's CADD standards sufficient to meet all project objectives and in a format that is usable to the Owner. Owner shall have an exclusive license to the electronic drawings provided to Owner.

7. **Arbitration:** All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, unless the parties mutually agree otherwise in writing. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional persons or persons to this Agreement, except by written consent containing a specific reference to this Agreement and signed by SSOE, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate or any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement, shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question which has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

8. **Insurance:** SSOE maintains workers' compensation insurance as required by the laws of the various states where it has offices. In addition, SSOE maintains comprehensive general liability insurance with bodily injury and property damages, and automobile liability insurance with bodily injury and property damages. A Certificate of Insurance is available, upon written request by Owner, evidencing such coverage. Cost of the above coverage is included in SSOE's fees for Basic Services. If additional coverage or increased limits of liability is required by Owner, SSOE will endeavor to obtain the additional insurance and Owner agrees to pay for any additional costs associated with additional coverage or increased limits.

9. **Compliance:** SSOE certifies that all items and/or labor under this Agreement and all prices charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60-741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 2101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. Furthermore, and to the extent applicable, SSOE and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

SSOE shall at all times comply with all applicable national and international laws governing export and import control and ethical business practices. SSOE shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE in obtaining or retaining business. SSOE requires that its employees comply with the SSOE Code of Ethics and Standards of Business Conduct, which may be found on the SSOE website at http://www.ssoe.com/about-us/ethics.

10. **Limitation of Liability:** In recognition of the respective risks of the Owner and SSOE Inc. on the Project, the Owner agrees to the extent permitted by law, that SSOE's total aggregate liability to the Owner, Contractors, Subcontractors, Material Suppliers, and any other persons, arising out of or related to SSOE's acts, errors, omissions, negligence or breaches of this Agreement, whether such liability is based on Contract, tort or other legal or equitable grounds, shall not exceed SSOE's total aggregate fees for Basic Services and any additional services under this Agreement. Owner agrees that in no event shall SSOE Inc. be liable to Owner, Contractors, Subcontractors, Materials Suppliers or any other persons for any special consequential, incidental, or indirect damages of any nature whatsoever. Owner further agrees to require any and all Contractors, Subcontractors, Material Suppliers, and other persons to include an identical limitation of SSOE's liability in their agreements concerning the Project.

In those circumstances where Owner directs and controls SSOE's employee(s), and/or SSOE's employee(s) at the direction of Owner, directs and controls others, Owner shall assume complete responsibility for the actions and events directly or indirectly resulting from Owner's instructions and shall protect, defend, and hold harmless SSOE and its employee(s) from any and all costs and expenses, including attorney fees, related to or resulting from the instructions Owner gives to SSOE's employee(s).
General Conditions

11. **Termination:** This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no default of the party initiating termination.

12. **Miscellaneous Provisions:** This Agreement shall be governed by the law of Ohio. As between the parties to this Agreement, as to acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than the relevant date of the substantial completion of the Project, and as to any acts or failures to act occurring after the relevant date of substantial completion, not later than the date of the final payment to the Prime Contractor. The Owner and SSOE waive all rights against each other, and against the Contractors, Subcontractors, Consultants, Agents and employees of the other, for damages covered by any property insurance. Prior to the commencement of any work, the Owner and SSOE shall each require appropriate similar waivers from their Contractors, Subcontractors, Consultants and Agents. The headings of the paragraphs of this Agreement are for convenience only and do not define, limit or construe the contents of such paragraphs.

13. **Successors and Assigns:** The Owner and SSOE, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of each other party with respect to all covenants of this Agreement. Neither the Owner nor SSOE shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

14. **Extent of Agreement:** This Agreement represents the entire and integrated agreement between the Owner and SSOE and supersedes all prior negotiations, representations or agreements, either written or oral, including, without limitation, any purchase orders or acceptance forms, notwithstanding any provision to the contrary contained therein. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement regardless of the other party's failure to object to such form. This Agreement may be amended only by written instrument signed by both SSOE and the Owner. The provisions of this Agreement are severable, and if any provision of this Agreement, or the application of any provision of this Agreement to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this Agreement, shall not be affected thereby. Nothing contained herein shall be deemed to create any contractual relationship between SSOE and any Contractors, Subcontractors or Material Suppliers on the Project, nor shall anything in this Agreement be deemed to give any third party any claim or right of action against the Owner or SSOE which does not otherwise exist without regard to this Agreement.
2019 Industrial Process Rate Schedule

Job Classification / Category..........................................................Hourly Billing Rate
Sr. Project Manager / Program Manager.............................................$145.00
Master Engineer - Architect / Department Manager / Purchasing Manager.............................................$140.00
Sr. Engineer - Architect / Section Manager / Process - Package Specialist / Sr. Medical Planner / Safety Manager / Project Manager / Construction Manager...............................$135.00
Engineer - Architect 4 / Sr. Designer / Project Control 3 - Specialist / Manager / Sr. Construction Administrator / Construction Coordinator.........................................................$125.00
Environmental Health and Safety Specialist 4......................................$110.00
Engineer - Architect 3 / Assistant Project Manager / Medical Planner / BIM CAD Tech Lead............$105.00
Engineer - Architect / Designer / Project Control 2 - Coordinator / Construction Administrator / Sr. Tech Coordinator / Environmental Health and Safety Specialist 1.........................$100.00
Tech Coordinator / Sr. Interior Designer / BIM CAD Tech Specialist.................................................................$ 85.00
Project Control 1 - Tech / Interior Designer / BIM CAD Tech Coordinator / CAD Tech..........................$ 70.00
Project Manager Assistant.................................................................$ 65.00
Clerical Support / CAD Tech Intern..................................................$ 60.00

Above Rates are all-inclusive except for the following:

- Specialized or unique expertise beyond traditional services will be quoted relative to the project scope.
- Check-out and start-up services rates are 1.15 times the above hourly rates.
- Travel expenses including meals, transportation, and lodging will be invoiced at cost. Mileage is invoiced at the standard federal allowable rate per mile.
- When applicable, Per Diem allowances will be quoted on a per project basis.
- Miscellaneous related project and site expenses (telephone, computers, software, shipping, low-volume printing and photo copies, safety consumables, etc) will be invoiced all inclusive at $4.00 per labor hour.
- Purchased goods and services will be invoiced at cost plus ten percent (10%).

The above rates are valid for services provided through September 30, 2019.

NOTE: Information regarding rates and billing procedures is CONFIDENTIAL. Please contact SSOE’s Accounting Department with questions or comments.