

**CITY OF LORAIN
BOARD OF CONTROL
AGENDA
FEBRUARY 25, 2026 at 11:15 a.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

- a. A correction to Board of Control request approved on February 18, 2026, for the professional services agreement with Mazanec, Raskin & Ryder Co., LPA and John McLandrich for the representation of the City of Lorain in the case of *Garon F. Petty, et al. v. Mary Springowski, et al.*, Lorain County Common Pleas Case No. 26CV000234 in an amount not to exceed \$5,000.00. **Please correct the minutes to reflect that the professional services agreement is for the representation of Mary Springowski and not the City of Lorain in the aforementioned case.**

- b. A request from the Department of Public Property for annual renewal of SeeClickFix and Marketplace for the Public Property and Building Housing Planning Departments from CivicPlus for a total amount not to exceed \$46,594.40. Cost will be split equally between accounts 2010.R201.3140.6300.1500 Streets Contractual Service and 1010.S900.6300.1500 Building Inspection Contractual Service.

- c. A request from the Lorain Utilities PQM WWTP for a purchase order in the amount of \$8,980.00 with EnviroScience for the annual Ohio EPA required toxicity testing. Funding GL Account 6130.P613.6420.6700.1500 PQM Treatment Plant – Facility Improvement.

- d. A request from the Lorain Utilities Black River WWTP for a purchase order in the amount of \$140,000.00 with Henry P. Thompson Company for the replacement of two (2) pump rotating assemblies and one (1) pump volute. These improvements are necessary to maintain continuous adequate and efficient wastewater treatment operations. Henry P. Thompson Company is the exclusive distributor for Fairbanks Nijhuis Municipal Pump products for the area of Lorain, Ohio. Ordinance 024-26 was approved by City Council on February 16, 2026. Funding GL Accounts 6130.P613.6310.6300.1500 Plant Operations – Contractual Service and 6130.P613.6310.6700.1500 Plant Operations – Facility Improvement.

3. **ADJOURNMENT**



CITY OF LORAIN

Board of Control

2. a.

Meeting Date: 02/25/2026

Subject:

A correction to Board of Control request approved on February 18, 2026, for the professional services agreement with Mazanec, Raskin & Ryder Co., LPA and John McLandrich for the representation of the City of Lorain in the case of *Garon F. Petty, et al. v. Mary Springowski, et al.*, Lorain County Common Pleas Case No. 26CV000234 in an amount not to exceed \$5,000.00. **Please correct the minutes to reflect that the professional services agreement is for the representation of Mary Springowski and not the City of Lorain in the aforementioned case.**

Attachments

BOC Request Form



**BOARD OF CONTROL
REQUEST FORM**

1. Request Date February 19, 2026

2. Name of Department Submitting Request Law Director

3. Summary of Report A correction to Board of Control request approved on February 18, 2026 for the professional services agreement with Mazanec, Raskin & Ryder Co., LPA and John McLandrich for the representation of the City of Lorain in the case of *Garon F. Petty, et al v. Mary Springowski, et al.*, Lorain County Common Pleas Court Case No. 26CV000234 in an amount not to exceed \$5,000.00. Funds will be paid from the Safety/Service Contractual Services Account Number 1010.V100.3110.6300.1500. **Please correct the minutes to reflect that the professional services agreement is for the representation of Mary Springowski and not the City of Lorain in the forementioned case.**

4. Name of Vendor Selected

5. Purchase Amount \$5,000.00

6. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item; Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

7. The Treasurer's Office has verified that the vendor selected is registered with the City. **Yes** / No

8. Is the amount requested due to a change order? Yes / **No**

9. If necessary, has City Council approved and when? NA



CITY OF LORAIN

Board of Control

2. b.

Meeting Date: 02/25/2026

Subject:

A request from the Department of Public Property for annual renewal of SeeClickFix and Marketplace for the Public Property and Building Housing Planning Departments from CivicPlus for a total amount not to exceed \$46,594.40. Cost will be split equally between accounts 2010.R201.3140.6300.1500 Streets Contractual Service and 1010.S900.6300.1500 Building Inspection Contractual Service.

Attachments

quote
BOC form



302 South 4th Street, Suite 500
Manhattan, KS 66502
P. 888-228-2233 ext. 291

Contract #: 00101605
As of Date: 06/27/2026
Renewal Date: 07/27/2026

Client:
City of Lorain, OH

Bill To:
LORAIN CITY, OHIO

QTY	DESCRIPTION	RENEWAL PRICE
1	SeeClickFix 311 CRM-hosted integration with PubWorks API (REST/JSON), for Service Requests	6656.34
1	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance.	33281.72
1	Marketplace App Annual	6656.34
RENEWAL TOTAL		\$46,594.40

1. This renewal Statement of Work ("SOW") is between City of Lorain, OH ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <http://www.civicplus.help/hc/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term beginning 07/27/2026 and continuing for one year ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for any number of additional twelve month renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Renewal Total shall be invoiced on the first day of the Initial Term and the first day of each Renewal Term. Renewal Term Total Annual Services shall be subject to a 5% annual increase beginning with the first renewal term. Customer shall pay all invoices within 30 days.
4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

If a PO Number is required, please send to accounting@civicplus.com



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 2/18/26

2. Name of Department Submitting Request: Public Property

3 Summary of Report: A request from the Department of Public Property for annual renewal of SeeClickFix and Marketplace for the Public Property and Building Housing Planning Departments from CivicPlus for a total amount not to exceed \$46,594.40. Cost will be split equally between accounts 2010.R201.3140.6300.1500 Streets Contractual Service and 1010.S900.6300.1500 Building Inspection Contractual Service.

4. Amount: \$46,594.40

5 Number of account to be used for funding: 2101.R201.3140.6300.1500/1010.S900.6300.1500

6. VENDOR DETAIL CivicPlus

Sole Source Vendor - yes State Purchasing Vendor - no

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 CivicPlus \$46,595.40

Vendor #2

Vendor #3

Vendor #4

7. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes

8. Is the amount requested due to a change order? No

9. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. c.

Meeting Date: 02/25/2026

Subject:

A request from the Lorain Utilities PQM WWTP for a purchase order in the amount of \$8,980.00 with EnviroScience for the annual Ohio EPA required toxicity testing. Funding GL Account 6130.P613.6420.6700.1500 PQM Treatment Plant – Facility Improvement.

Attachments

BOC - PQM WWTP - OhioEPA Annual Required Toxicity Testing - EnviroScience
EnviroScience Scope of Work



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 02.23.26
2. Name of Department Submitting Request: PQM WWTP
3. Summary of Report: A request from the Lorain Utilities PQM WWTP for a purchase order in the amount of \$8,980.00 with EnviroScience for the annual Ohio EPA required toxicity testing. Funding GL Account 6130.P613.6420.6700.1500 PQM Treatment Plant – Facility Improvement.
4. Name of Vendor: EnviroScience
5. Amount: \$8,980.00
6. Number of account to be used for funding: 6130.P613.6420.6700.1500 Facility Improvement
7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 EnviroScience \$8,980.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? _____

2026 TOXICITY TESTING PROPOSAL CITY OF LORAIN PQM WWTP

Prepared for: **City of Lorain PQM WWTP
Robert N. Butler
6301 W. Erie Ave.
Lorain, OH 44063**

Project No.: 12025
Date: 02/05/2026

Prepared by:



5070 Stow Rd.
Stow, OH 44224
800-940-4025
www.EnviroScienceInc.com

1.0 INTRODUCTION

EnviroScience specializes in providing high quality biomonitoring services both in the laboratory and in the field. Our major areas of emphasis are 1) ecological surveys, including stream/wetland permitting, 2) endangered species surveys and documentation, 3) ecological restoration, 4) emergency response to environmental disasters, 5) lake management, 6) commercial diving and marine services, 7) toxicity testing services, and 8) environmental compliance services.

Our laboratory services specialize in National Pollution Discharge Elimination System (NPDES) evaluations and compliance, which include the following:

- Whole Effluent Toxicity Testing (WET Testing, Bioassay)
- Toxicant Identification Evaluations (TIE) / Toxicant Reduction Evaluations (TRE)
- Product Testing (LC50 data)
- Water Effect Ratio (WER Testing)
- Sediment and Elutriate Testing
- Full-scale permit investigations
- Cyanotoxin testing, Algal ID, qPCR

All methods used in performance of these services are in accordance with OEPA and/or USEPA methods.

2.0 SCOPE OF WORK

Chronic and acute toxicity testing utilizing *Pimephales promelas* (fathead minnow) and *Ceriodaphnia dubia* (water flea) will be performed quarterly in 2026 for the Lorain PQM WWTP. Testing will be performed according to OEPA Biomonitoring guidance, acute endpoints will be derived from chronic tests as required, and stream waters will be reported as percent affected. Any additional testing events requested for repeats or toxicity will be charged at unit cost. The following reflects pricing for the full year. All whole effluent toxicity tests include the following:

- Standard laboratory tests that accompany the toxicity tests: pH, temperature, dissolved oxygen, specific conductance, alkalinity, hardness, and residual chlorine.
- Two copies of the report provided after completion of each successful test to meet your reporting requirements. Upon request, preliminary results will be faxed immediately at completion of testing.
- Sample containers, transport coolers, and chain of custody forms.
- In the rare event that test results are invalidated by unacceptable mortality in the controls, EnviroScience will repeat the test at our expense.

3.0 COSTS

The following reflects pricing for the year:

Test	Number of Units	Unit Cost	Total Cost
7-Day Chronic <i>Ceriodaphnia dubia</i> Toxicity Test	4	\$850.00	\$3,400.00
48-Hour Acute <i>Ceriodaphnia dubia</i> Toxicity Test	4	included	included
7-Day Chronic <i>Pimephales promelas</i> Toxicity Test	4	\$875.00	\$3,500.00
96-Hour Acute <i>Pimephales promelas</i> Toxicity Test	4	included	included
ISCO Sampler Rental/Set-up	4	\$200.00	\$800.00
Transport	16	\$80.00	\$1,280.00
Total			\$8,980.00

SCHEDULE AND AGREEMENT

EnviroScience, Inc. is prepared to begin work immediately upon written authorization to proceed. Costs for this proposal are presented above. The price in this proposal is valid for 60 days from the date of issuance. Terms and Conditions are provided below.

Once the task(s) have been accepted, an officer of EnviroScience will sign, and we will return a fully executed copy for your records.

EnviroScience Executive Officer

Date

Accepted and Authorized to Proceed

Name

Title

Date

TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached Proposal and Fee Schedule, constitute the Agreement between EnviroScience, Inc. ("ES") and the entity or person to whom the proposal is addressed ("Client") for the performance of professional services outlined in the proposal, effective from the date set forth herein. The Standard Fee Schedule may be omitted for Lump Sum type Agreements. The Client and ES agree as follows:

- 1. Engagement.** The Client engages ES to provide the services and deliverables (the "Services") described in the proposal above, subject to the terms and conditions hereof. ES shall not be bound to this Contract unless the Client provides ES with a fully executed Contract that ES has had the opportunity to review before entering into the Agreement. For this Agreement, the "Contract" shall mean any agreement between the Client and any third party to which ES will provide Services for on behalf of the Client as a subcontractor.
- 2. Payments & Accounting.** The Client will pay ES in U.S. Dollars for the Services provided at the costs indicated with and agree to in this proposal (the "Fees"). ES shall invoice the Client for the Fees as described above. Client agrees to timely payment of each invoice as agreed to above. Should the Client fail to pay the agreed-upon Fees, ES may immediately terminate or suspend this Agreement at its sole discretion upon written notice to the Client until payment in full is received for the Services provided or in-process and is satisfied that the Client will pay for future Services. Should ES suspend performance and continue it later, ES will be entitled to a time extension for performance as necessitated by the suspension. Termination or suspension of performance by ES does not relieve the Client of its timely payment obligations. Full or partial payments received from or for the account of the Client, regardless of any writings on or documents attached to such payments, shall be applied by ES against any amount owed by the Client with full reservation of all ES's rights, without an accord and satisfaction of the Client's liability. Unpaid balances will be subject to a finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% annually), or (ii) the maximum amount permitted by law until all unpaid balances are paid in full. Customers may remit payment on EnviroScience invoices by ACH transfer, physical check, or credit card. Customers electing to remit payment by credit card agree to cover the cost of associated processing fees (currently 3%).
- 3. Confidentiality.** Confidential information may be provided or access to such information be provided by the Disclosing Party to the Receiving Party (Client or ES). "Confidential Information" refers to any communications or access to the Disclosing Party's intellectual property, proprietary business information, information concerning its employees or subcontractors, or any other information from the Disclosing Party not mentioned herein. The Receiving Party shall not disclose any Confidential Information to any third party for any purpose without written consent of the Disclosing Party. Confidential Information shall not include any information: (i) developed by the Receiving Party without references to the Confidential Information or lawfully in the Receiving Party's possession prior to receipt from the Disclosing Party; (ii) publicly known through no fault of the Receiving Party; or (iii) otherwise lawfully available to the Receiving Party from a third party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party. Upon termination of the Agreement, all Confidential Information and other information shall be returned or destroyed promptly upon request, the Receiving Party shall not retain copies and not thereafter use such Confidential Information in any respect whatsoever. If ES is requested or required to store files, data, samples, or the like hereunder, ES shall keep such material for no longer than five (5) years. Any storage thereafter shall be at the sole cost of the Client. ES reserves the right to retain and present basic project information regarding the services rendered for this project in basic marketing materials and capabilities statements. This information will be limited to services performed by ES only, and not by the Client.
- 4. Intellectual Property.** For this Agreement, "Intellectual Property" means (i) patents, their applications or disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names, including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) copyrights and mask works and all registrations; (iv) computer software, source code, software applications and platforms, websites, disks or drives, data, databases and user documentation and audiovisuals, domain names, and text materials; (v) all trade secrets, moral rights, research and development materials, processes, procedures, know-how, ideas discoveries, inventions, customer lists, supplier lists, formulas, drawings and designs, technical data, marketing, financial and business plans; (vi) all advertising materials; and (vii) copies and related documentation. The Client agrees that ES owns the exclusive right, title, and interest of all its Intellectual Property and derivatives, whether produced prior to the date hereof, expressly excluded from the Statement of Work, or produced independently of the provision of Services hereunder ("Background IP"). The Client shall not during the Term or thereafter permit any act that impairs the ES's rights in respect to ES's Background IP. The Client will never represent ownership in any of ES's Background IP. Client expressly agrees use and goodwill of the Background IP shall accrue to ES's sole benefit.
- 5. Work Made for Hire.** This Agreement is a contract between ES and the Client for services, and each considers the work product created by the Services (the "Work Product") to be a work made for hire, as that term is defined under the United States Copyright Act. "Work Product" shall expressly exclude all ES Background IP. ES acknowledges and agrees, except as otherwise set forth in this Agreement or Statement of Work, upon payment in full to ES, the Work Product is the exclusive property of the Client. The rights granted hereunder are subject, in all cases, to the restrictions set forth in Section 4. ES

shall retain exclusive ownership of the Background IP together with all Intellectual Property rights, unless otherwise stated in this Agreement.

If any Background IP is incorporated into Work Products or Services, upon payment in full to ES, ES hereby grants the Client a limited, non-assignable, nonexclusive license to use such Background IP solely with its use of the Work Product. If the Client uses the Work Product for any purpose other than its intended use, the license shall be immediately terminated; the Client has no interest in or claim to the Background IP other than the described license. In addition, ES may use, transfer or otherwise deal with the Background IP for use with third parties for the benefit of ES or such third parties.

6. **Injunctive Relief.** The parties agree that damages incurred during a breach of the restrictive covenants within this Agreement may be difficult or impossible to ascertain and no adequate remedy at law may exist. If a breach occurs, the non-breaching party shall be entitled to any lawful remedies and may seek equitable relief to enforce all covenants of this Agreement. The breaching party waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in action for specific performance or injunction for the posting of a bond.
7. **Reservation of Remedies.** The rights, powers and remedies given or reserved to the parties by this Agreement shall be cumulative and in addition to all other and further remedies provided by law. This Agreement does not deprive the parties of any other rights given by law or at equity. Should a party delay or fail to exercise any right or remedy, it shall not constitute a waiver of any rights under this Agreement. If a party consents to a breach of any express or implied term of this Agreement, it shall not constitute consent to any other prior or subsequent breach.
8. **Disclaimer of Warranties.** ES provides Services to the Client on an "as-is" basis without any warranties, and ES disclaims all warranties, whether express, implied, or statutory, including, without limitation, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. ES has no duty to verify third party information and the Client hereby agrees that any reliance by the Client on ES's consulting services, which may or may not include third party information, shall be at the Client's sole risk and liability.
9. **Client Acknowledgements, Representations, and Warranties.** The Client agrees that ES will provide Services "as-is" without any warranty or guaranty, express or implied, and the Client agrees the Work Product and deliverables are solely based on the information, specifications, and requirements they provide. The Client represents and warrants, by entering this Agreement and accepting the Services from ES, that the Client's execution, delivery, and performance of the Agreement have been duly authorized by all appropriate or required action on the part of the Client, and the Agreement constitutes a valid and binding obligation of the Client enforceable against it in accordance with its terms.
10. **Indemnification.** Each party hereto (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and any associated persons against all losses, damages, or expenses of any nature, including reasonable costs of legal defense, whether direct or indirect, that they may incur as a result of (i) any act or omission of the Indemnifying Party; (ii) a breach by the Indemnifying Party of any representation, warranty, and/or agreement with any Indemnified Party; and/or (iii) a violation by the Indemnifying Party of any applicable law, regulation, or order of the United States or any applicable governmental authority. The indemnification obligations under this Section 10 shall continue indefinitely.
11. **Limitation of Liability.** Neither party shall be liable and disclaims all lost profits and any other damages whether arising from services or performance under this Agreement as permitted by law. If termination of this Agreement occurs, neither party is liable to the other for compensation, indemnification, reimbursement, or damages whether of prospective profits or sales or on account of financial decisions or commitments or anticipated extended performance. Notwithstanding, the Client's exclusive remedy against ES, and ES's maximum liability and sole obligation, for all claims, shall be limited to refunding the amounts the Client paid ES hereunder.
12. **Term; Termination.**

This Agreement shall commence on the Effective Date and continue while ES performs or provides Services to the Client (the "Term"). This Agreement shall not be terminated except (i) by either party in the event of a material breach by the other party (which shall require a 30-day notice before any such termination can be effective), (ii) by written consent of both parties, or (iii) by ES if the Client fails to pay timely any amount due under an Invoice and the Client does not cure such breach within five (5) calendar days of receipt of ES's notice. Notwithstanding anything herein to the contrary, the rights and obligations of the parties with respect to Intellectual Property rights, confidentiality, and governing law shall survive termination of this Agreement indefinitely.
13. **Termination for Bankruptcy or Liquidation Action.** This Agreement may be terminated immediately by one party if the other party has (i) ceased to do business, (ii) made a general assignment for the benefit of creditors, or (iii) filed or had filed against it a petition seeking the reorganization, arrangement, composition, adjustment, liquidation or dissolution or seeking similar relief under any other law or regulation, or seeking the appointment of a trustee or similar officer of the court for a substantial part of its properties; provided, however, that either party shall have a sixty (60) day cure period for any involuntary petitions in bankruptcy. Should ES terminate this Agreement, all amounts payable to ES for Services rendered will immediately become due and payable to ES, or if any such amounts are not available for immediate payment, such amounts will be deemed owed to ES by the Client and ES will be identified as a creditor of the Client in such amounts until payment is received in full.

14. **Relationship.** Neither party nor any other affiliates shall be deemed a representative of the other, nor shall either party hold itself out as a representative of the other beyond this Agreement, and neither shall have any right or authority to conduct any business in the name of, or on behalf of the other. The parties agree that ES will serve as an independent contractor of the Client, the Client and ES are separate entities and no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship exists between the parties.
15. **Force Majeure.** Except for payment obligations, neither party will be liable for performance delay or failure under the Agreement, in whole or in part, when it results from causes beyond such party's reasonable control. However, if performance (except for payment obligations) becomes impossible for more than 90 consecutive days for the foregoing reasons, the injured party may terminate the Agreement, effective upon receiving notice of termination.
16. **Miscellaneous.**
- a. **Headings.** The headings or words throughout this Agreement are for reference only and in no way explain, modify, amplify or aid in the interpretation, construction, or the meaning of the provisions of this Agreement.
 - b. **Severability.** Should any part of the Agreement be held illegal, void, or unenforceable, the remainder and its application shall not be affected, and each provision shall be valid and enforced to the fullest extent of the law.
 - c. **Governing Law.** This Agreement shall be governed by and construed per the internal, substantive laws of the State of Ohio, United States of America, without regard to choice or conflict of law rules.
 - d. **Dispute Resolution.** Any party to this Agreement may submit any controversy or claim against another party arising from or relating to this Agreement or breach thereof or any agreement entered into by the parties hereto to mediation on written request to the other party, specifying the matter in dispute. Within ten (10) days of that request, each party shall choose one mediator, and the two mediators shall choose an independent third mediator. The claim, controversy, or breach shall be heard by the three mediators. Each party shall pay for the cost of its own mediator and share in the cost of the third mediator. Each party shall bear its own attorneys' fees regarding the mediation. The mediation shall be held in Cuyahoga County, Ohio. If the parties are unable to resolve their claim, controversy, or breach at mediation and the majority of the mediators (two of the three) declare an impasse or, after thirty (30) days, then either party may file a demand for mandatory arbitration hereto. The arbitration shall be in accordance and in compliance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction thereof. All arbitration hearings conducted hereunder and all judicial proceedings to enforce any provisions hereof shall take place in Cuyahoga County, Ohio. Arbitration hearings shall take place before three (3) arbitrators. Each of the parties disputing shall choose one (1) arbitrator, and the two (2) arbitrators shall choose a third, independent arbitrator. The decision of any two (2) of the three (3) arbitrators shall be binding and conclusive on the parties to the arbitration. The submission of a dispute to arbitrators and the rendering of their decision shall be conditioned precedent to any right of legal action to enforce any of the provisions hereof or findings of the arbitrators under the dispute. The costs and expenses of the arbitration, including fees of the arbitrator (but specifically excluding attorneys' fees, expert fees, accounting fees, witness fees, and the cost of discovery), shall be borne by the parties equally.
 - e. **Translation.** If any part of this Agreement requires translation to another language, the Client will provide written notice to ES and produce the translation at their expense. The translation will be provided to ES certified as a true and accurate duplicate and translation of this Agreement and the terms and conditions herein.
 - f. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties. The terms of this Agreement expressly supersede all prior oral or written agreements between the parties with respect to the subject matter hereof. Unless otherwise set forth in this Agreement, no modifications, additions, or amendments to this Agreement shall be effective unless made in writing as an addendum to this Agreement and signed by duly authorized representatives of both parties.
 - g. **Assignments.** The Client shall not transfer this Agreement by any means without ES's prior written consent, and any assignment or attempt to do so without such consent will be void and of no effect.
 - h. **Beneficiaries.** This Agreement will only inure to the benefit of the parties and their permitted successors, and, except as expressly set forth in this Agreement, there are no third-party beneficiaries to this Agreement.
 - i. **Notice.** All communications provided in this Agreement or any Statement of Work will be in writing and delivered to ES in person, by an internationally recognized mail service (e.g., FedEx) or certified mail with postage prepaid and a return receipt requested, or by email, provided the original will promptly follow by the aforementioned mail service. All notices will be sent to the applicable party at the address(es) on the first page of this Agreement (or as otherwise instructed in writing by such party).
 - j. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.



CITY OF LORAIN

Board of Control

2. d.

Meeting Date: 02/25/2026

Subject:

A request from the Lorain Utilities Black River WWTP for a purchase order in the amount of \$140,000.00 with Henry P. Thompson Company for the replacement of two (2) pump rotating assemblies and one (1) pump volute. These improvements are necessary to maintain continuous adequate and efficient wastewater treatment operations. Henry P. Thompson Company is the exclusive distributor for Fairbanks Nijhuis Municipal Pump products for the area of Lorain, Ohio. Ordinance 024-26 was approved by City Council on February 16, 2026. Funding GL Accounts 6130.P613.6310.6300.1500 Plant Operations – Contractual Service and 6130.P613.6310.6700.1500 Plant Operations – Facility Improvement.

Attachments

BOC - BRWWTP - 2 Pump Rotating Assenblies & 1 Pump Volute - Henry P. Thompson Co

Ord 024-26

HENRY_P_THOMPSON_AUTHORIZATION_2025

Quote 1

Quote 2



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. **Request Date:** 02.23.26

2. **Name of Department Submitting Request:** Black River WWTP

3. **Summary of Report:** A request from the Lorain Utilities Black River WWTP for a purchase order in the amount of \$140,000.00 with Henry P. Thompson Company for the replacement of two (2) pump rotating assemblies and one (1) pump volute. These improvements are necessary to maintain continuous adequate and efficient wastewater treatment operations. Henry P. Thompson Company is the exclusive distributor for Fairbanks Nijhuis Municipal Pump products for the area of Lorain, Ohio. Ordinance 024-26 was approved by City Council on February 16, 2026. Funding GL Accounts 6130.P613.6310.6300.1500 Plant Operations – Contractual Service and 6130.P613.6310.6700.1500 Plant Operations – Facility Improvement.

4. **Name of Vendor:** Henry P. Thompson

5. **Amount:** \$140,000.00

6. **Number of account to be used for funding:** 6130.P613.6310.6700.1500 and 6130.P613.6310.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / No

State Purchasing Vendor - Yes / No

List the names and the quote received from *at least* three vendors for the requested item; Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. **The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes**



**BOARD OF CONTROL
REQUEST FORM**

9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? Ord. 024-26 2/16/26 7e

ORDINANCE NO. 24-26

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF LORAIN, OHIO, TO AUTHORIZE THE PURCHASE OF EQUIPMENT & MATERIALS RELATED TO THE REPLACEMENT OF TWO (2) PUMPS AT THE BLACK RIVER WWTP, AND DECLARING AN EMERGENCY.

WHEREAS, the Black River WWTP requires the immediate replacement of two (2) pump rotating assemblies and one (1) pump volute; and

WHEREAS, the Black River WWTP needs to continue the treatment of wastewater and to meet their NPDES Permit; and

WHEREAS, the Utilities Department Administration has determined that these improvements are necessary to maintain continuous adequate and efficient wastewater treatment operations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

SECTION I That the Director of Public Service of the City of Lorain, State of Ohio, be and is hereby authorized in the name of the City of Lorain to purchase equipment and materials for ~~repair~~ of two (2) pumps, subject to Board of Control approval as required by law.

SECTION II That the cost of said purchase shall not exceed \$140,000 and be paid for by funds from the following Water Pollution Control Fund GL Account:

- 6130.P613.6310.6300.1500 – Plant Operations – Contractual Service
- 6130.P613.6310.6700.1500 – Plant Operations – Facility Improvement

SECTION III That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION IV That this ordinance is hereby declared to be an emergency, the nature of which is the immediate need to repair the pumps at the Black River WWTP. Therefore, this Ordinance shall take immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: February 16, 2026

ATTEST: Maggi Patten Deputy CLERK

APPROVED: February 17, 2026



PRESIDENT OF COUNCIL



MAYOR



Pentair Flow Technologies LLC
 3601 Fairbanks Ave
 KANSAS CITY KS 66106
 USA

HENRY P THOMPSON COMPANY
 1046 TECHNE CENTER DRIVE
 MILFORD OH 45150

Pump Serial No.	K4J1-081540	Quotation Date	01/07/2026
Freight terms	PPD ADD	Quotation#	20869240
Pump Figure	16" B5711EX		
Inquiry Number	BRAD		

Quote Details

Item	Part Number and Material Description	Quantity	Each	Amount
0010	L16A30AK 0220F VOLUTE 125F, 1/2GT, 1VT, 1DT, WHH, 16" B5711		31,990.00	31,990.00
0020	20FM7A0003 0008F PIPE PLUG-1 SQHD CORED	2	13.00	26.00
0030	20FM7O0004 0008F PIPE PLUG-1 2 SQ HD SOLID		13.00	13.00
0040	L16A202A 0220F COVER HH VOLUTE HAND HOLE 16" B57X1		743.00	743.00
0050	L16A203A 7880F GASKET VOLUTE HANDHOLE COVER		31.00	31.00
0060	11FM7A0201 0001F SCREW-CAP 3/4-10X1-3/4 UNCHKHD	4	13.00	52.00
0070	TAKE33A 8380F GASKET VOLUTE GASKET 10" B54X5		26.00	26.00
0080	11FM7A0230 0001F SCREW-CAP 7/8-9X2-1/4 UNC HEX	8	13.00	104.00
0090	L16A16B 9630F RING CASE COMBO BASE ELBOW, AXIAL		3,341.00	3,341.00
			Total	\$36,326.00
END USER: LORAIN, OH- WATER POLLUTION CONTROL- BLACK RIVER PLANT				

This invoice is prepared in accordance with the terms and conditions of sale accepted in the original order or proposal. No returned goods accepted unless authorized. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. All sales subject to Pentair Flow and Filtration Solutions Terms and Conditions of sale, available at <http://flowandfiltrationsolutions.pentair.com/salesterms/>. Pentair hereby expressly rejects the flow down or application of FAR 52.223-99 and DFARS 252.223-7999.

Quote Details 20869240

Item	Part Number and Material Description	Quantity	List Each	Multiplier	Amount
	<p>Transaction terms: Incoterms 2020 Rules. .D.a.te.s.: This invoice date represents the date of cargo pickup from Seller's facility. On domestic sales: Transfer of both title and risk of loss shall occur upon pickup from seller's site. On international sales: Transfer of both title and risk of loss shall occur upon pickup from seller's site, with the sole exception of banked transactions (L/C, DAA, OAP) in which case the transfer of title occurs upon exchange of documents at the bank window, and the transfer of risk of loss occurs upon pickup from seller's site. Marine Insurance: The party responsible for paying the main transportation shall provide full cargo insurance coverage - defined as door-to-door, 'A' cover, all risk, marine, war, strike and riot - regardless of the shipping terms, with the exception of CFR/CPT Incoterms, in which insurance is the buyer's responsibility. Therefore, on E and F terms, plus CFR and CPT, the buyer shall provide full cargo insurance coverage, and on D terms, plus CIF and GIP, the seller shall provide full cargo insurance coverage. For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately covered. U.S. Export Controls: These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.</p> <p>Prices are F.O.B., Kansas City. Terms and conditions per KC585 apply. Pricing includes standard commercial packing. Prices valid for 30 days. After 30 days we will have to requote due to rapidly rising material costs. Delivery quoted is subject to change based on availability of material, supplies and labor at time of order.</p> <p>Jennifer Seymour Parts Sales Phone: 913-748-4286 Jennifer.Seymour@Pentair.com</p>				



Pentair Flow Technologies LLC
 3601 Fairbanks Ave
 KANSAS CITY KS 66106
 USA

HENRY P THOMPSON COMPANY
 1046 TECHNE CENTER DRIVE
 MILFORD OH 45150

Pump Serial No.	K4J1-081540	Quotation Date	12/15/2025
Freight terms	Freight is included	Quotation #	20867640
Pump Figure	16" B5711CX - UPDATED FROM QUOTE 20848558		
Inquiry Number	BRAD		

Quote Details					
Item	Part Number and Material Description	Quantity	Each	Multiplier	Amount
0010	SPLKC <i>COMPLETE ROT ASSY (PACKED) - 16" B5711CX</i> COMPLETE T60 PACKED ROTATING ASSEMBLY TO INCLUDE DYNAMICALLY BALANCED CCW IMPELLER. DELIVERY: 20-22 WEEKS A.R.O. K55404 & K55405 WERE REPLACED IN 1999 WITH (2) 16" B5711CX- JDE W/O 48610. *** THIS QUOTE IS A DUPLICATE OF THE ROTATING ASSEMBLY SUPPLIED IN 2019 FOR A 16" B5711- ORDER 52118396 *** **** ****	1	33,334.00	1.00	33,334.00
0020	SPLKC <i>COMPLETE ROT ASSY (CHEST 442) - 16" B5711CX</i> ABOVE ROTATING ASSEMBLY TO INCLUDE DYNAMICALLY BALANCED CCW IMPELLER, CHESTERTON 442 MECH SEAL AND MODIFICATION OF PACKING BOX TO FIT THE SEAL *** *** DELIVERY: 20-22 WEEKS A.R.O. END USER: CITY OF LORAIN, OH	1	45,579.00	1.00	45,579.00
					\$

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Quote Details 20867640

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PENTAIR FLOW TECHNOLOGIES

Fairbanks Nijhuis
+1.913.371.5000 main
+1.913.371.4025 fax

3601 Fairbanks Avenue
P.O. Box 6999
Kansas City, KS 66106
United States
www.fairbanksnijhuis.com

August 14,2025

City of Lorain, OH.

Subject... Pentair Fairbanks Nijhuis Distributor Authorization

To Whom it May Concern:

Please be advised that Henry P. Thompson Company is the exclusive distributor for Fairbanks Nijhuis Municipal Pump products for the area of Lorain, Ohio.

Fairbanks Nijhuis will sell only to Henry P. Thompson Co. in accordance with our contractual agreement.
All inquiries and orders should be directed to:

The Henry P. Thompson Company
1046 Techne Center Dr.
Milford, OH 45150
ckushner@hpthompson.com

Mobile: 614 512-1054

Thank you for your interest in Fairbanks Nijhuis products.

Yours truly,

A handwritten signature in blue ink that reads "Debra L. Smith".

Debra L. Smith
Sales Support Manager



CITY OF LORAIN

City Council Regular Meeting

7. e.

Meeting Date: 02/16/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF LORAIN, OHIO, TO AUTHORIZE THE PURCHASE OF EQUIPMENT & MATERIALS RELATED TO THE REPLACEMENT OF TWO (2) PUMPS AT THE BLACK RIVER WWTP, AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

WHEREAS, the Black River WWTP requires the immediate replacement of two (2) pump rotating assemblies and one (1) pump volute; and

WHEREAS, the Black River WWTP needs to continue the treatment of wastewater and to meet their NPDES Permit; and

WHEREAS, the Utilities Department Administration has determined that these improvements are necessary to maintain continuous adequate and efficient wastewater treatment operations.

RECOMMENDATION TO COUNCIL:

Passage

Fiscal Impact

<u>Funds Available in Current Year Budget (Y/N):</u>	Y
<u>Estimated Total Expenditure:</u>	140,000
<u>List of Funding Source and/or Account Number:</u>	Budget
<u>Estimate of Incoming Revenue (fees, grants, etc.):</u>	
<u>Financing Requirements (Bonds, Loans, Lease, etc.):</u>	

Attachments

Ordinance
Quote
Quote (2)
Information

Form Review

Inbox

Reviewed By

Date

Carrion
Mayor Bradley
Harper
P. Riley

Rey Carrion
Jack Bradley
Anita Harper
Michele Beko

Form Started By: Joe Carbonaro
Final Approval Date: 02/13/2026

02/12/2026 02:56 PM
02/12/2026 03:31 PM
02/12/2026 04:12 PM
02/13/2026 08:37 AM
Started On: 02/10/2026 11:56 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		



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Yours truly,

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Debra L. Smith
Sales Support Manager



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Pump Serial No.	K4J1-081540	Quotation Date	01/07/2026
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0030	20FM7O0004 0008F <i>PIPE PLUG-1/2 SQ HD SOLID</i>		13.00		13.00
0040	L16A202A 0220F <i>COVER HH VOLUTE HAND HOLE 16" B57X1</i>		743.00		743.00
0050	L16A203A 7880F <i>GASKET VOLUTE HANDHOLE COVER</i>		31.00		31.00
0060	11FM7A0201 0001F <i>SCREW-CAP 3/4-10X1-3/4 UNCHXHD</i>	4	13.00		52.00
0070	TAKE33A 8380F <i>GASKET VOLUTE GASKET 10"B54X5</i>		26.00		26.00
0080	11FM7A0230 0001F <i>SCREW-CAP 7/8-9X2-1/4 UNC HEX</i>	8	13.00		104.00
0090	L16A16B 9630F <i>RING CASE COMBO BASE ELBOW, AXIAL</i>		3,341.00		3,341.00
				Total	\$36,326.00
END USER: LORAIN, OH- WATER POLLUTION CONTROL- BLACK RIVER PLANT					

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Quote Details 20869240

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 3601 Fairbanks Ave
 KANSAS CITY KS 66106
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HENRY P THOMPSON COMPANY
 1046 TECHNE CENTER DRIVE
 MILFORD OH 45150

Pump Serial No.	K4J1-081540	Quotation Date	12/15/2025
Freight terms	Freight is included	Quotation #	20867640
Pump Figure	16" B5711CX - UPDATED FROM QUOTE 20848558		
Inquiry Number	BRAD		

Quote Details					
Item	Part Number and Material Description	Quantity	Each	Multiplier	Amount
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Quote Details 20867640

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