

Contactor/Auditor

AGREEMENT
with
CITY OF LORAIN, OHIO

And

NEPTUNE EQUIPMENT COMPANY

For

Purchase of Meters and Supplies 2023

A - 23 - 023
(year) (#)

Department

UTILITIES

Fund/Account

6020.P602.6100.6700.1303
6130.P613.6100.6700.1303

This AGREEMENT is in effect from

START DATE _____ END DATE _____

Board of Control: 01/04/2023

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ORDINANCE NO. 206-22

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ADVERTISE AND ENTER INTO CONTRACTS FOR THE PURCHASE OF METER SUPPLIES FOR USE BY THE LORAIN UTILITIES BILLING/METER DIVISION OF THE CITY OF LORAIN, STATE OF OHIO.

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into contracts for the purchase of the following items for use by the Lorain Utilities Department, Billing & Meter Sub-Department in an amount not to exceed \$550,000 based on the 2022 costs and projected inflation:

ITEM #	QUANTITY	UNITS	DESCRIPTION
1	2000	EA	5/8" Encoder Water Meter with Three Board Potted to Pigtail (PER YEAR)
3	2000	EA	Radio Frequency (RF) Transmitters for Wall Mount, per each (PER YEAR)
4	50	EA	3/4" Encoder Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)
5	100	EA	1" Encoder Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)
6	20	EA	1 1/2" Encoder Water Meter with Three Board and Potted To Pigtail, per each (PER YEAR)
7	100	EA	2" Encoder Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)
8	10	EA	2" Encoder Turbo Water Meter with Three Board and Potted To Pigtail, per each (PER YEAR)
9	10	EA	3" Encoder Turbo Water Meter with Three Board and Potted To Pigtail, per each (PER YEAR)
10	10	EA	4" Encoder Turbo Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)

11	10	EA	6" Encoder Turbo Water Meter Bronze Casing with Flanges, Three Board and Potted to Pigtail, per each (PER YEAR)
12	5	EA	10" Encoder Turbo Water Meter Bronze Casing with Flanges, Three Board and Potted to Pigtail, per each (PER YEAR)
13	10	EA	1 ½" Ultrasonic Meter, per each (PER YEAR)
13	10	EA	2" Ultrasonic Meter, per each (PER YEAR)
14	10	EA	3" Ultrasonic Meter, per each (PER YEAR)
15	10	EA	4" Ultrasonic Meter, per each (PER YEAR)
16	10	EA	6" Ultrasonic Meter, per each (PER YEAR)
17	10	EA	2" Water Meter Strainer Kit with Oval Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)
18	10	EA	3" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)
19	10	EA	4" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)
20	10	EA	6" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)

21	10	EA	10" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)
22	20	EA	Auto Detect Water Meter Registers Sizes 5/8" to 10" per each (PER YEAR)
23	200	EA	R900i E-Coder Integrated Water Meter Registers Sizes 5/8" to 10" per each (PER YEAR)
24	200	EA	Add on 6ft. extended antenna, per each (PER YEAR)

The above is all in accordance with specifications that will be on file in the office of the Engineering Department and subject to the approval of the Board of Control of said City as required by law. All materials supplied under this bid shall conform to Senate Bill 3874 - The Reduction of Lead in Drinking Water Act regarding no lead content in fittings in contact with potable water.

SECTION II: That the purchase of all supplies described herein shall be for the period Jan 1, 2023 to December 31, 2024.

SECTION III: That the cost of the supplies described herein shall be paid from the Meters Fund Account No: 6020.P602.6100.6700.1303 – Water Works, Accounting, Meters
6130.P613.6100.6700.1303 – Water Pollution Control, Accounting, Meters

SECTION IV: 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 V: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: November 7, 2022

ATTEST: [Signature] CLERK

APPROVED: November 7, 2022

[Signature]
PRESIDENT OF COUNCIL

[Signature]
MAYOR



CITY OF LORAIN

City Council Regular Meeting

10. t.

Meeting Date: 11/07/2022

Submitted by: Pamela Schilens, Administrative Assistant

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ADVERTISE AND ENTER INTO CONTRACTS FOR THE PURCHASE OF METER SUPPLIES FOR USE BY THE LORAIN UTILITIES BILLING/METER DIVISION OF THE CITY OF LORAIN, STATE OF OHIO.

PURPOSE AND BACKGROUND:

That the Safety/Service Director is hereby authorized to enter into contracts for the purchase of the following items for use by the Lorain Utilities Department, Billing & Meter Sub-Department in an amount not to exceed \$550,000 based on the 2022 costs and projected inflation:

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RECOMMENDATION TO COUNCIL:

Recommend approval of proposed Ordinance.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: 550,000
List of Funding Source and/or Account Number: See Below
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):
6020.P602.6100.6700.1303 – Water Works, Accounting, Meters
6130.P613.6100.6700.1303 – Water Pollution Control, Accounting, Meters

Attachments

Ordinance - Purchase of Meter Supplies

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Carbonaro	Joe Carbonaro	11/01/2022 03:30 PM
Schilens (Originator)	Pamela Schilens	11/01/2022 03:51 PM
Carbonaro	Joe Carbonaro	11/01/2022 03:52 PM
Washington	Sanford Washington	11/01/2022 03:56 PM
Mayor Bradley	Jack Bradley	11/01/2022 04:18 PM
K. Shawver	Karen Shawver	11/02/2022 10:34 AM
P. Riley	Michele Beko	11/02/2022 10:54 AM
Schilens (Originator)	Pamela Schilens	11/02/2022 11:16 AM
P. Riley	Michele Beko	11/03/2022 03:10 PM
Form Started By: Pamela Schilens		Started On: 10/26/2022 03:07 PM
Final Approval Date: 11/03/2022		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Fallis	✓		Nutt	Absent	
Dimacchia	✓		Moon	✓	
Springowski	✓		Carrion	✓	
Henley	✓		Shawver	✓	
Kempton	✓		Thornsberry	Absent	
Carter	✓		Arredondo		



CITY OF LORAIN

Board of Control

Meeting of January 04, 2023

I. ROLL CALL

The Board of Control meeting was called to order at 11:22 a.m. by Mayor Bradley. In attendance were Mayor Jack Bradley, Safety/Service Director Sanford Washington, Joseph Carbonaro, and Tina Pauley.

II. MATTERS FOR DISCUSSION

a. A request from the Lorain Utilities Billing and Meter Department to enter into a contract with Neptune Equipment Co to purchase meter supplies not to exceed \$550,000 annually for the period January 1, 2023 to December 31, 2024. Funding GL accounts 6020.P602.6100.6700.1303 and 6130.P613.6100.6700.1303 Accounting, Meters.

Discussion: This was passed by Lorain City Council as Ordinance 207-22 on November 7, 2022. The request is to purchase newer meters from Neptune, the only bid that was received when it went out to bid. In 2022, about \$400,000 of replacement meters were purchased. Now with a full staff of service representatives in the Metering Department and staff working a full 8 hour day, the Utilities Department is able to replace more meters and upgrade them to radio frequency meters so that instead of having to walk, the meter readers are able to drive by which increases efficiency and productivity. The Utilities Department is also looking at upgrading larger meters to ultra sonic meters, which can capture lower flows in larger pipes. The updated meters will allow the Utilities Department to still observe what is going on in neighborhoods. About 50% of the meters in the City of Lorain have already been upgraded. Funding for the supplies will be during the period of January 1, 2023 to December 31, 2024.

Mayor Bradley made the motion to approve the request; Safety/Service Director Washington seconded the motion.

Roll Call: Safety/Service Director Washington-aye; Mayor Bradley-aye. Motion carried unanimously.

The Board of Control Meeting of January 4 adjourned at 11:26 a.m.

A handwritten signature in black ink, appearing to read "J. Bradley", written over a horizontal line.

Jack W. Bradley, Mayor
City of Lorain, Ohio

A handwritten signature in black ink, appearing to read "Tina Pauley", written over a horizontal line.

Tina Pauley
Assistant to Mayor Jack W. Bradley

CONTRACT

WITH

CITY OF LORAIN, OHIO

AND

FOR

CITY OF LORAIN, OHIO

**PURCHASE OF METERS AND
SUPPLIES 2023 FOR
THE LORAIN UTILITIES DEPARTMENT
Term (2-years with 2 optional 1-
year renewals)**

BID DATE: Wednesday, December 14, 2022

CONTRACT NO. _____
DEPARTMENT _____
FUND _____
ACCOUNT _____
CERTIFICATE NO. _____
DATE OF CONTRACT: _____

FN: _____

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I. BIDDING REQUIREMENTS

A. INVITATION FOR BIDS
AFFIDAVIT REQUIRED

ADVERTISEMENT FOR BIDS
CITY OF LORAIN, OHIO
PURCHASE OF METERS & SUPPLIES – Utilities Department
Calendar Year 2023

Sealed bids will be received by the Utilities Department of the City of Lorain, Ohio until:

TIME AND PLACE FOR RECEIVING BIDS: UNTIL – 10:00 AM EST, Wednesday, December 14, 2022, Law Department, 200 West Erie Avenue, 3rd Floor, Lorain, OH 44052.

TIME AND PLACE FOR OPENING BIDS: 10:15 AM EST, Wednesday, December 14, 2022, City of Lorain Council Chambers, Lorain City Hall 1st Floor.

All in accordance with specifications now on file at the Law Department.

Bids must be accompanied by Certified Check or Cashier's Check or Letter of Credit equals to ten percent (10%) of the amount bid, or a bond for the full amount of the bid as a guarantee that if the bid is accepted, a contract will be entered into and a performance bond properly secured. Should any bid be rejected, such instrument will be forthwith returned upon proper execution of a contract. Cash deposits will not be accepted. **The bid check/bond should be enclosed in the sealed bid, but in a separate envelope clearly marked 'BID CHECK/BOND' with the bidders name & address on the bid check/bond envelope.**

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, handicap, sex or national origin. All bidders must comply with the provisions of the American with Disabilities Act. Bidders shall be required to comply with all Federal and State laws and regulations concerning these matters.

Bid blanks and specifications may be secured at www.cityoflorain.org or at the Law Department, 200 West Erie Avenue, Lorain, Ohio, 44052 between the hours of 8:30 AM and 4:30PM Monday through Friday. Bidders are required to use the printed form which will be available upon application.

The Director of Public Safety/Service reserves the right to make separate or combination awards and to accept or reject any or all bids and to waive any informalities in the bids received.

By order of the Director of Public Safety/Service.

TO BE ADVERTISED: 11/29/2022 and 12/6/2022

B. INSTRUCTION TO BIDDERS

1. PRELIMINARY MATTERS

- a. The Project owner is the City of Lorain, Ohio. The Owner's Representative is Safety/Service Director, Sanford Washington Jr. Telephone: 440-204-2011; Email: sanford_washington@cityoflorain.org. In connection with the Legal Notice, the City of Lorain (hereinafter called the "City"), issues this Request for Bids for the City of Lorain PURCHASE OF METERS AND SUPPLIES 2023 (the "Project"), as more fully described in the Contract Documents.
- b. Definitions. The word uses here shall have the following meanings:
 - i. "City" or "Buyer" shall mean the City of Lorain, Ohio.
 - ii. "Bidder" or "Seller" shall all mean an entity or person that submits a bid for the Project and ultimately the entity or person awarded the contract as applicable.
 - iii. "Contract Documents" shall mean the documents included with this bid solicitation and listed as Contract Documents in the City/Seller Agreement.
 - iv. "O.R.C." shall mean the OHIO REVISED CODE.
- c. The Project consists of the following contract(s) for the work on the Project:
 - i. General Contract

2. SELLER QUALIFICATIONS, REGISTERED CONTRACTORS, INCOME TAX, PERMITTING

- a. A Bidder may be a person, private entity, or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in association in the form of a joint venture or other consortium. In the case of a joint venture or other consortium:
 - i. All members shall be jointly and severally liable for the execution of the Contract, and
 - ii. The association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the consortium during the bidding process and, in the event the joint venture or consortium is awarded the Contract, during Contract execution.
- b. Threshold Qualifications. Every Seller, before entering a contract with the City, must demonstrate the following:
 - i. Registered Sellers. Any person or company intending to do work under these Contract Documents shall be required to meet the City of Lorain laws for Seller Registration, if any, contained in the Codified Ordinances of the City of Lorain as applicable to the particular classification of work to be performed.
 - ii. Licensed Sellers. Bidders for work requiring licenses under the O.R.C. shall submit evidence of such licensing in accordance with O.R.C. Chapter 4740.
 - iii. Foreign Corporations. Business entities formed outside of the state of Ohio shall present proof of registry with the Ohio Secretary of State and demonstrate the existence of an Ohio statutory agent.

- c. Income Taxes. All persons or entities performing work under these Contract Documents shall comply with the requirements set forth in the Codified Ordinances of the City of Lorain.
- d. Permits and Regulations - Unless otherwise previously or subsequently specified, the Seller shall procure and pay for all permits, licenses, inspections and approvals necessary for the execution of his contract.
 - i. The Seller shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work required to complete the Project.
 - ii. The Seller's attention is directed to the "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Department of Labor and to its responsibilities thereunder.

3. GENERAL INSTRUCTIONS

- a. City expects the Bidder to examine all instructions, forms, terms, and specifications in the Request for Bids. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services it will provide. Bidder's failure to furnish all information or documentation required by the Bidding Documents may result in the City rejecting the Bid.
- b. Bidder should carefully read the information contained herein. It is the Bidder's responsibility to submit a complete response to all requirements and questions. Any information submitted by Bidders shall become the property of the City and submitted at the Bidder's sole expense. The City shall not pay any stipend for any submissions related to the bidding process. The City will not provide compensation to Bidders for any expenses incurred for Bid preparation or for any presentations made.
- c. The City may disqualify bids that are qualified with conditional clauses, or alterations, or items not called for in the bid documents, or irregularities and deviations from the requirements of the Contract Documents.
- d. The City makes no guarantee that an award will be made because of this bid, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this bid or resulting contract when deemed to be in the City's best interest.

4. INTERPRETATION

- a. If a Bidder contemplating submitting a Bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to City of Lorain, Engineering Department in writing on the form included with the Contract Documents. Inquiries shall be emailed to joseph_pritchard@cityoflorain.org to the attention of Joe Pritchard, Contract Administrator. The City will make any interpretation of the proposed documents by Addendum only, duly signed by the City, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room

where the City maintains the Contract Documents. The City will not be responsible for any other explanation or interpretation of the proposed documents.

- b. In interpreting the Contract Documents, the Bidder shall interpret words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, in accordance with the well-known meaning recognized by the trade.

5. CONTRACT DOCUMENTS

- a. The Contract Documents consist of the documents listed in the City/Seller Agreement and included with these Bid Submittal and Contract Documents for the Project. Bidders shall use complete sets of the Contract Documents in preparing Bids. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making the Contract Documents available on the above terms, does so only for obtaining Bids on the Work and does not confer a license or grant for any other use.

6. DOCUMENTS TO SUBMIT WITH BID

- a. The Bidder shall submit the following completed forms with its response to this Request for Bids:
 - i. Proposal
 - ii. Bid Schedule/Bid Sheet
 - iii. Bid Guaranty and Contract Bond
 - iv. Affidavit of Authority (if applicable)
 - v. Disclosure of Personal Property Taxes
 - vi. Noncollusion Affidavit of Prime Bidder
 - vii. W-9 Form
 - viii. Certification that Contractor is Not Debarred Suspended Nor Excluded
- b. In addition to the foregoing requirements, Bids submitted by a joint venture or other consortium shall include a copy of the joint venture/consortium agreement entered into by all members. Alternatively, a binding letter of intent or similar irrevocable instrument to execute a joint venture/consortium agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed joint venture/consortium agreement.
- c. A Bid shall not be submitted by email or facsimile transmission. A Bidder shall sign its Bid in the form required under Ohio law to bind the Bidder's particular type of business entity to a contract.
- d. Each Bid shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: ATTN: Joe Pritchard, Law Department, Lorain City Hall, 200 West Erie Avenue 4th Floor, Lorain, Ohio 44052. The Bidder shall be responsible for delivering its Bid to this office and address for the Bid opening before the deadline set forth in the Legal

Notice—as extended by any addenda. The City will not open Bids that arrive after the deadline regardless of how the Bidder delivers the Bid.

- e. After the City opens the Bids, it may require the Bidders to submit additional financial information. The City shall keep additional financial information it receives pursuant to a request under this paragraph confidential to the extent possible, except under proper order of a court. The additional financial information should not be a public record under section 149.43 of the Revised Code. (See O.R.C. 9.312).

7. CLARIFICATION OF BIDS

- a. To assist in the examination, evaluation, and comparison of the Bids and the qualifications of the Bidders, the City may ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the City shall not be considered. The City's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the City in the evaluation of the Bids.

8. BONDS

- a. Bid, Payment, and Performance Security. Each bidder shall submit one of the statutorily required forms of bid security as set forth in O.R.C. Section 153.54 and the winning bidder must also submit Payment and Performance bonds as required by the O.R.C. and on the forms included with the Contract Documents. There are two ways to meet these requirements:
 - i. OPTION #1: Submit the Combined Bid/Performance/Payment Bond on the form included with the Contract Documents along with the Bid; or,
 - ii. OPTION #2: Submit a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. Any letter of credit shall be revocable only at the option of the City. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid. Any of the foregoing instruments shall be submitted with the City of Lorain listed as the payee or beneficiary. If the Bidder chooses option ii and is awarded the Contract, the Bidder shall then submit a Payment and Performance Bond using the form included with the Contract Documents.
- b. With any Bond required here, the Bidder shall submit or ensure:
 - i. *Ohio Department of Insurance Certificate*. Proof that the bond is issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the City in the form of a certificate.

- ii. *A Financial Statement.* Proof that the bond is issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the City, in its sole discretion.
- iii. *Proper signatures, credentials, and Power of Attorney.* The bond shall be signed by an authorized agent of an acceptable Surety and by the Bidder; and, include credentials showing the Power of Attorney of the agent.
- iv. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

9. EXECUTION OF CONTRACT

- a. Within 10 days after award of the Contract, the successful Bidder shall execute and deliver to the City an original of the City/Seller Agreement, based upon the City's form. Such contract shall include the terms required by Ohio law and documents required by the Instructions to Bidders and Contract Documents for the Project. The successful Bidder shall have no property interest or rights under the City/Seller Agreement until the Agreement is properly executed by the City.

10. STATE SALES AND USE TAXES

- a. The City is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws.

11. MODIFICATION/WITHDRAWAL OF BIDS

- a. *Modification.* A Bidder may modify its Bid by written communication to the City addressed to the City's Representative at any time before the scheduled closing time for receipt of Bids, provided such written communication is received by City's Representative before the Bid deadline. The written communication shall not reveal the Bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known to the City until the sealed Bid is opened. If the Bidder's written instructions with the change in Bid reveal the Bid amount in any way before the Bid opening, the Bid may be rejected as non-responsive.
- b. *Withdrawal.* Bids may be withdrawn with permission of the City or in strict accordance with O.R.C. Section 9.31 which generally commands that Bidders may withdraw their bids from consideration if the price of the bid was substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, or material made directly in the compilation of the bid. Notice of a claim of right to withdraw such bid must be made in writing filed with the City within two business days after the conclusion of the bid opening procedure.

12. QUANTITIES

- a. The quantities bid are approximate amounts. The City of Lorain reserves the right to order all or any part of same during the term of the contract.
- b. Items will be ordered on an "as needed" basis, order for delivery will be placed from time to time to meet the requirements of the City of Lorain.
- c. The respective contract unit price on all items in the proposal shall hold for the entire contract year in the event additional quantities are required.

13. ADDENDA

- a. The City reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents before the time set for receiving bids. The City will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
- b. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding. Any explanations, interpretations, or other representations made by any other means shall not be legally binding. All Addenda shall become a part of the Contract Documents.
- c. Bidders shall submit written questions to the City in sufficient time in advance of the bid opening to allow sufficient time for the City to respond. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, before the published time for the opening of bids.
- d. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the City before the bid opening to verify the number of Addenda issued.
- e. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the City any error, omission, inconsistency, or ambiguity therein.
- f. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - i. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - ii. The Addendum involves only a matter of form or is one that has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon

14. METHOD OF AWARD

- a. In evaluating Bids, the City may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The Bidder authorizes the City and its representatives to contact the owners, design professionals, and others having knowledge (collectively "Contacts") on projects on which the Bidder has worked and authorizes and requests such Contacts to provide the City with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such Contacts or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such Contacts and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such Contacts and the employees of each of them.
- b. All Bids shall remain open for acceptance for 60 days following the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid Guaranty before that date.
- c. The City reserves the right to reject any, part of any, or all Bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the City to reject any or all Bids or to reject any incomplete or irregular Bid. The City will award a single contract for each of the Bid packages listed above, unless it determines to reject one or more Bid packages. Bidders must furnish all information requested. Failure to do so may result in disqualification of the Bid.
- d. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the City to reject any or all Bids, the City will award the Contract for the Work to the Bidder submitting the lowest and best Bid, taking into consideration accepted alternates.
- e. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best Bidder.
- f. No Bidder may withdraw its Bid within sixty (60) days after the date Bids are opened. The City reserves the right to waive any formalities or irregularities or to reject any or all Bids.
- g. The City reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- h. By submitting its Bid, the Bidder agrees that the City's determination of which Bidder is the lowest and best Bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the City and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees, or agents that arise out of or are related to such challenge.

- i. **Award of Contract.** The award and execution of the Contract, when required, will only be made pursuant to the legal process applicable to the City for awarding contracts of this nature.

END OF INSTRUCTIONS TO BIDDERS

C. REQUEST FOR INFORMATION (PRE-BID)

CITY OF LORAIN

The person, firm, or corporation submitting a request for information shall be responsible for its prompt delivery and do so in a manner that will allow a sufficient period of time for the issuance and delivery of an Addendum before receipt of bids. The City of Lorain will not be responsible for any other explanations of the Contract Documents made before the receipt of bids.

Please submit all pre-bid questions in writing by facsimile or electronic mail (Email) to: Joe Pritchard; (440) 204-2257, joseph_pritchard@cityoflorain.org.

Company:	Contact Name:
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Requested Information:

Email:	Phone:
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D. BID COVERSHEET

BIDDERS SHALL ATTACH THIS FORM AS THE COVERSHEET TO THE BID. USE THE BOXES BELOW TO CHECK YOUR WORK. COMPLETING THIS FORM DOES NOT GUARANTEE THAT YOUR BID WILL BE RESPONSIVE OR SELECTED; BUT, SHOULD HELP TO OVERCOME THE MOST COMMON BIDDER MISTAKES. THE City of Lorain, OHIO RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE PROPOSALS.

1. Bidder's Company Name: Neptune Equipment Company

BID PACKAGE

Reviewed in detail?

PROPOSAL

- Acknowledged any addenda?
- Signed by a person with authority to bind your company?
- No changes made to form or conditions added?

BID SCHEDULE

Completely filled in?

COMBINED BID/PERFORMANCE/PAYMENT BOND

- Your company name in the Principal blank?
- Surety name in the Surety blank?
- Dollar amount should be blank
- Signed as indicated?

AFFIDAVIT OF AUTHORITY

- Needs completed if you are anything other than a sole proprietor
- Completed?
- Notarized?

DISCLOSURE OF PERSONAL PROPERTY TAXES

- Completed?
- Notarized?

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

- Completed?
- Notarized?

W-9 FORM

Submitted?

BUSINESS REGISTRATION FORM

Completed?

CERTIFICATION THAT CONTRACTOR IS NOT DEBARRED SUSPENDED NOR EXCLUDED

Completed?

POWER OF ATTORNEY (OUT OF STATE CORPORATION)

- Must have if you are an out of state corporation

INSURANCE CERTIFICATE

- Submitted?

II. BIDDING FORMS

A. PROPOSAL

City of Lorain PURCHASE OF METERS AND SUPPLIES 2023

Neptune Equipment Company (the "Bidder") submits this Proposal having read and examined the contract documents, including but not limited to the Invitation to Bid.

Addenda Number

Date of Receipt

none

In the event of a discrepancy between the amount of the total bid as written in figures and in words, the amount written in words shall govern.

Unless otherwise specified in the Bid Document the amount of the total bid is based on the unit prices or lump sum set forth in the Bid Schedule attached hereto and incorporated herein.

The Bidder understands and agrees that all work to be performed under the Agreement for Construction shall be completed by the date or time required by the Contract Documents unless an extension of time is granted by the City of Lorain.

Upon failure to have the work completed within the project time, the City of Lorain, Ohio shall be entitled to retain or recover from the Bidder, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day until completion. The right of the City of Lorain, Ohio to recover liquidated damages shall not substitute for any recovery for additional costs in the event the Bidder fails to complete the Agreement for Construction according to the Contract Documents.

Liquidated Damages:

<u>Contract Amount</u>	<u>Dollars per Day</u>
\$0-25,000	100.00
25,001-50,000	150.00
50,001-100,000	200.00
100,001-500,000	300.00
500,001-1,000,000	500.00
1,000,001-2,000,000	750.00
2,000,001-5,000,000	1,000.00
5,000,001-10,000,000	1,500.00
Over \$10,000,001	2,000.00

REPRESENTATIONS OF THE BIDDER

The Bidder represents the following:

1. The Bidder has read and understands the Contract Documents and understands that it must comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.
2. The Bid is based upon the items specified by the Contract Documents.
3. The Bidder has visited the site, become familiar with local conditions, and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Within ten (10) business days from the date of receipt the Notice of Intent to Award, the Bidder understands that it must enter into and execute an agreement for City of Lorain Project if awarded based on this proposal. If the Bidder does not execute an agreement for the Project for any reason, the Bidder and the Bidder's surety shall be liable to the City of Lorain, Ohio as provided in O.R.C. Section 153.54.
5. Within ten (10) business days of the date of receipt of the Notice of Intent to Award, the Bidder understands that it must submit the following:
 - a. Performance Bond. (If combined bid/performance/payment not submitted already).
 - b. Copy of Additional Insured Endorsement.
6. The Bidder understands that it must furnish any other information requested by the City of Lorain.

The Bidder hereby signs this Proposal on the 13 day of December, 2022

If Bidder is an individual, complete the following:

Signature: _____

Print Name: _____

Name of Business: _____

(if different from above)

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a partnership, complete the following:

Name of Partnership: _____

By: _____

(Signature)

Print Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Names and Addresses of all general partners:

If Bidder is a joint venture, complete the following:

Name of Joint Venture: _____

By: _____

(Signature)

Print Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Complete the following for each firm represented by the joint venture:

1. Name: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

2. Name: _____

Federal Identification Number: _____


Address: _____

Telephone: () _____

Fax: () _____

If Bidder is a corporation, complete the following:

Name of Corporation: Neptune Equipment Company

By: 

(Signature)

Print Name: Robert Becker

Title: Chief Executive Officer

Federal Identification Number: 31-0591457

Address: 11082 Southland Road

Cincinnati, Ohio 45240

Telephone: (800) 624-6975

Fax: \$13 851-8009

State of Incorporation: Ohio

Names and addresses of Corporate Officers:

Robert Becker

80 West Street

Cincinnati, Ohio 45240

If Bidder is an entity other than those described above, complete the following:

Name of Bidder:

By: _____

(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

Type of Business Entity: _____

Names and addresses of all Principals:

B. BID SCHEDULE/BID SHEET

EM #	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES
1	2000	EA	5/8" Encoder Water Meter with Three Board Potted to Pigtail (PER YEAR)	One Hundred Fifty Five and 25/100	\$155.25
3	2000	EA	Radio Frequency (RF) Transmitters for Wall Mount, per each (PER YEAR)	One Hundred Two and 10/100	\$102.10
4	50	EA	3/4" Encoder Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)	Two Hundred Seventeen and 85/100	\$217.85
5	100	EA	1" Encoder Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)	Two Hundred Eighty Nine and 20/100	\$289.20
6	20	EA	1 1/2" Encoder Water Meter with Three Board and Potted To Pigtail, per each (PER YEAR)	Seven Hundred Six and 4/100	\$706.04
7	100	EA	2" Encoder Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)	Nine Hundred Nineteen and 60/100	\$919.60
8	10	EA	2" Encoder Turbo Water Meter with Three Board and Potted To Pigtail, per each (PER YEAR)	Nine Hundred Forty Two and 29/100	\$942.29
9	10	EA	3" Encoder Turbo Water Meter with Three Board and Potted To Pigtail, per each (PER YEAR)	One Thousand Nine Hundred Twenty Nine and 35/100	\$1,929.35
10	10	EA	4" Encoder Turbo Water Meter with Three Board and Potted to Pigtail, per each (PER YEAR)	Two Thousand Six Hundred Thirty and 25/100	\$2,630.25

wit:

L1	10	EA	6" Encoder Turbo Water Meter Bronze Casing with Flanges, Three Board and Potted to Pigtail, per each (PER YEAR)	Four Thousand Six Hundred Eighty Two and 63/100	\$4,682.63
L2	5	EA	10" Encoder Turbo Water Meter Bronze Casing with Flanges, Three Board and Potted to Pigtail, per each (PER YEAR)	Nine Thousand Four Hundred Sixty One and 44/100	\$9,461.44
L3	10	EA	1 ½" Ultrasonic Meter, per each (PER YEAR)	Eight Hundred Sixty Eight and 73/100	\$868.73
L3	10	EA	2" Ultrasonic Meter, per each (PER YEAR)	One Thousand Sixty Three and 98/100	\$1,063.98
L4	10	EA	3" Ultrasonic Meter, per each (PER YEAR)	Three Thousand Three Hundred Twenty Nine and 29/100	\$3,329.29
L5	10	EA	4" Ultrasonic Meter, per each (PER YEAR)	Four Thousand Four Hundred Fifty and 75/100	\$4,450.75
L6	10	EA	6" Ultrasonic Meter, per each (PER YEAR)	Seven Thousand Five Hundred Two and 6/100	\$7,502.06
L7	10	EA	2" Water Meter Strainer Kit with Oval Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)	Four Hundred Fifty and 0/100	\$450.00
L8	10	EA	3" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)	One Thousand One Hundred and 0/100	\$1,100.00

19	10	EA	4" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)	One Thousand Two Hundred Forty and 25/100	\$1,240.25
20	10	EA	6" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)	One Thousand Eight Hundred Sixty Nine and 45/100	\$1,869.45
21	10	EA	10" Water Meter Strainer Kit with Round Flanges and in Compliance with ANSI/AWWA C701 Specifications, per each (PER YEAR)	Four Thousand Nine Hundred Twelve and 60/100	\$4,912.60
22	20	EA	Auto Detect Water Meter Registers Sizes 5/8" to 10" per each (PER YEAR)	One Hundred Fifteen and 50/100	\$115.50
23	200	EA	R900i E-Coder Integrated Water Meter Registers Sizes 5/8" to 10" per each (PER YEAR)	One Hundred Eighty Five and 0/100	\$185.00
24	200	EA	Add on 6ft. extended antenna, per each (PER YEAR)	Thirty One and 76/100	\$31.76

NOTE: ALL METERS WILL BE PROGRAMMED 10 DIGITS – (00 + METER #)

ALL METERS & R900i WILL COME WITH COUPLINGS OR FLANGES, (DOMESTIC ONLY) LEATHER GASKETS, AND NUTS AND BOLTS, AND SHALL BE ABLE TO BE INSTALLED IN PIT APPLICATIONS OR INSIDE ENVIRONMENTS UNLESS NOTED OTHERWISE.

DUE TO THE MANY VARIED CONDITIONS, ALL QUANTITIES ARE APPROXIMATE.

Companies awarded bids agree to furnish during the period from January 1, 2023 to December 31, 2024 the amount as is actually needed and ordered by the Representatives of the City of Lorain Utilities Department. The Contract may be extended for up to two optional one-year periods to include 2025 and 2026 with written approval by both parties.

C. COMBINED BID/PERFORMANCE/PAYMENT BOND

CITY OF LORAIN PURCHASE OF METERS AND SUPPLIES 2023

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Neptune Equipment Company, Inc. (the "Principal") and Western Surety Company (the "Surety"), are hereby held and firmly bound unto the City of Lorain, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the City of Lorain on December 14, 2022 to undertake the project known as the **City of Lorain PURCHASE OF METERS AND SUPPLIES 2023**.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to City of Lorain, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the City of Lorain, which are accepted by the City of Lorain. In no case shall the penal sum exceed the amount of _ dollars (\$_). (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for the City of Lorain PURCHASE OF METERS AND SUPPLIES 2023.

NOW, THEREFORE, if the City of Lorain accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the City of Lorain the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the City of Lorain may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the City of Lorain does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the City of Lorain the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the City of Lorain accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein

NOW ALSO, if the Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the City of Lorain herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of the Surety on the Surety's bond, and the Surety does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the plans or specifications.

Signed this 14th day of December, 2022 .

PRINCIPAL:

Neptune Equipment Company, Inc.

By: 

(Signature)

Print Name: Nicole A. Laber

Title: Attorney-in-Fact

Address:

11082 Southland Road

Cincinnati, OH 45240

Telephone: (513) 623-9990

SURETY:

Western Surety Company

By: 

(Signature)

Print Name: Nicole A. Laber

Title: Attorney-in-Fact

Address:

151 N. Franklin Street

Chicago, IL 60606

Telephone: (800) 331-6053



SURETY AGENT:

Marsh & McLennan Agency LLC

By: Nicole A. Laber

(Signature)

Print Name: Nicole A. Laber

Title: Attorney-in-Fact

Address:

P.O. Box 37

Dayton, OH 45401

Telephone: (937) 228-4135

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/09/2022

Effective 04/02/2022

Expires 04/01/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$2,096,769,908, liabilities in the amount of \$569,206,602, and surplus of at least \$1,527,563,306.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

ASSETS

Bonds	\$	1,912,532,179
Stocks		25,319,501
Cash, cash equivalents, and short-term investments		40,409,249
Receivables for securities		-
Investment income due and accrued		17,596,947
Premiums and considerations		66,346,899
Amounts recoverable from reinsurers		3,171,900
Current federal and foreign income tax recoverable and interest thereon		2,464,571
Net deferred tax asset		14,052,177
Receivable from parent, subsidiaries, and affiliates		12,599,707
Other assets		-
Total Assets	\$	<u>2,094,493,130</u>

LIABILITIES AND SURPLUS

Losses	\$	215,792,050
Loss adjustment expense		51,323,326
Commissions payable, contingent commissions and other similar charges		10,245,562
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,169,742
Federal and foreign income taxes payable		-
Unearned premiums		256,859,522
Advance premiums		5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)		977,849
Amounts withheld or retained by company for account of other		9,740,338
Provision for reinsurance		420,825
Payable to parent, subsidiaries and affiliates		2,297
Payable on security transactions		-
Other liabilities		31,467
Total Liabilities	\$	<u>554,517,555</u>

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,255,903,739
Surplus as regards policyholders	\$	<u>1,539,975,575</u>
Total Liabilities and Capital	\$	<u><u>2,094,493,130</u></u>

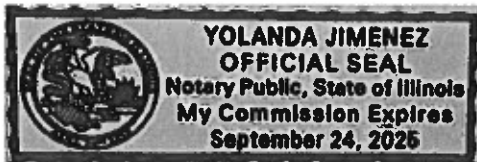
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to on this 9 day of April 2021
My commission expires:



By Yolanda Jimenez
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Katherine J Scarberry, Jennifer L Salm, Nicholas J Bertke, Debra Brummett, Michelle A Demmitt, Jennifer Eddy, David Eveleigh, Nicole A Laber, Brenda G Taylor, Amanda L Brumbaugh, Charles Filisko, Jennifer Nicole Mauger, Individually

of Dayton, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of August, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of December, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

***Please leave bond
amount blank on
page 1 of bond form.***

FINAL CONTRACT AMOUNTS THAT EXCEED THE
ORIGINAL CONTRACT AMOUNT WILL BE CHARGED
AN ADDITIONAL PREMIUM. PLEASE INCLUDE THESE
PREMIUM CHARGES IN YOUR CHANGE ORDERS.

D. ALTERNATE BID SECURITY

Bidder Name: _____

Project Name: City of Lorain PURCHASE OF METERS AND SUPPLIES 2023

The undersigned Bidder hereby submits with its bid the following bid security equaling 10% of the total amount of the bid as required by Ohio Revised Code Section 153.54:

A Certified Check

A Cashier's Check

A Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code

A bid guaranty filed under this form shall be conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the City of Lorain designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. All bid guaranties filed hereunder shall be payable to the City of Lorain, be for the benefit of the City of Lorain, and be deposited with, and held by, the City of Lorain.

Bidder Signature: _____

Print Name: _____

E. PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto City of Lorain ("Obligee") in the penal sum of \$ _____, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on _____ enter into a contract with City of Lorain, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this _____ day of _____, 20__.

PRINCIPAL:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

SURETY AGENT:

By: _____

(Signature)

Print Name: _____

Title: _____

Address:

Telephone: () _____

F. AFFIDAVIT OF AUTHORITY

CITY OF LORAIN PURCHASE OF METERS AND SUPPLIES 2023

(To be completed and executed if the Contractor is anything other than a sole proprietorship.)

State of Ohio (State Where Completing this Form)

County of Hamilton (County Where Completing this Form) ss:

Robert Becker (Your Name), being duly sworn, deposes and says that he or she is the Chief Executive Officer (Position) of Neptune Equipment Company (Business Name), a Corporation (Type of Entity) organized and existing under and by virtue of the laws of the State of Ohio (State), and having its principal office at: 11082 Southland Road (Address), Cincinnati (City), Hamilton (County), Ohio (State).

Affiant further says that he is familiar with the records, minute books and by-laws of Neptune Equipment Company (Business Name).

Affiant further says that Robert Becker (Name of Person Signing Contract) CFO (Title of Person Signing Contract) of Neptune Equipment Company (Business Name) is duly authorized to sign the Contract for the City of Lorain PURCHASE OF METERS AND SUPPLIES 2023 on behalf of Neptune Equipment Company (Business Name) by virtue of Corporate Resolution.

(Describe how the person signing the Contract has Authority to sign for example: "a provision of the by-laws" or "a resolution of the Board of Directors"—if by resolution, give date of adoption.)

[Signature], Chief Executive Officer
(Your Signature) (Your Position)

The foregoing instrument was acknowledged before me this 13th of December, 2022 (date) by Robert Becker BEVERLEY KAY PEACE (name of person acknowledged). Signature and Seal of person taking acknowledgement:

[Signature]
BEVERLEY KAY PEACE
Notary Public, State of Ohio
My Commission Expires 06-15-2024

G. DISCLOSURE OF PERSONAL PROPERTY TAXES

(Section 5719.042, Ohio Revised Code)

STATE OF OHIO)
)SS
LORAIN COUNTY)

The undersigned, being first duly cautioned and sworn according to law, states as follows:

1. That he or she is the Chief Executive Officer (title) of Neptune Equipment Company (company name), which made a bid for an improvement project or for the purchase of services and supplies for the City of Lorain, Ohio, involving the competitive bid process.

2. That he or she is familiar with ORC 5719.042, a copy of which is attached and that he or she submits to the City Auditor as the Taxing District Fiscal Officer this statement under oath, that as the person with whom the municipal contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district known as the City of Lorain has territory or that such person was charged with delinquent personal property taxes on any such tax list.

(Strike out if not applicable). ~~This statement sets forth in full the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon as specified by ORC 5719.042, a copy of which is attached hereto and made a part of this affidavit.~~

3. If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall, with the permission of the taxpayer which is hereby given, be transmitted by the Auditor of the City of Lorain to the County Treasurer within thirty days of the date this statement is submitted.

4. A copy of the statement shall also be incorporated into the contract between the City of Lorain and the undersigned, and no payment shall be made with respect to any contract to which ORC 5719.042 applies unless such statement has been so incorporated as a part thereof.

FURTHER AFFIANT SAYETH NAUGHT:


Signature
Chief Executive Officer
Title
Neptune Equipment Company
Company Name

Sworn to and subscribed in my presence at Lorain, Ohio this 13th day of December, 2022.


Notary Public

BEVERLEY KAY PEACE
Notary Public, State of Ohio
My Commission Expires 06-15-2024

5719.042 Successful bidders on contract with a taxing district to disclose any delinquent personal property taxes.

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within the thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

HISTORY: 1982 H 379, eff. 9-21-82

PRACTICE AND STUDY AIDS

Baldwin's Ohio School Law, Text 37.06(B)

Gotherman & Babbit, Ohio Municipal Law, Forms 31.08

LEGAL ENCYCLOPEDIAS AND ALR

OJur 3d: 87, Taxation 939

H. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Ohio)
County of Lorain) SS

Robert Becker, being first duly sworn, deposes and says that:

(1) He/she is (Note 1) Chief Executive Officer
of (Note 2) Neptune Equipment Company
Address 11082 Southland Road, Cincinnati, Ohio 45240
the Bidder that has submitted the attached bid:

(2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

(3) Such bid is genuine and is not a collusive or sham bid.

(4) Neither the said bidder nor any of its officers, partners, owners, agents representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lorain or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) The said contract will be performed without any connection or interest in the profits thereof with any other person making any bid of proposal for said work and that no member of the Council of the City of Lorain, or any other officer or employee of the City of Lorain, is directly or indirectly interested therein.

Signed [Signature]
Title Chief Executive Officer

Subscribed and sworn to before me
this 13th day of December 2022.

[Signature: Beverley Kay Peace]

BEVERLEY KAY PEACE
Notary Public, State of Ohio
My Commission Expires 08-15-2024

My Commission Expires _____.

Note 1 - Enter - If sole proprietorship: sole owner, proprietor;
If partnership: partner, member of firm, etc.;;
If corporation: official title of officer duly authorized;

Note 2 - Enter - Name of Company submitting bid.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Neptune Equipment Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation S Corporation Partnership Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11082 Southland Road

6 City, state, and ZIP code

Cincinnati, Ohio 45240

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

or

Employer identification number

3	1	-	0	5	9	1	4	5	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 2/9/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CITY OF LORAIN INCOME TAX DEPARTMENT
 605 WEST 4TH STREET, LORAIN OH 44052
 PHONE (440) 204.1002 FAX (440) 204.1006

BUSINESS REGISTRATION FORM
Lorain City Income Tax Rate 2.5%

Company Name
 DBA or Trade Name: Neptune Equipment Company SSN or Fed ID #: 31-0591457
Nine Digit Number

Contact Name: Bob Becker Date Started or Acquired
 in Lorain: Our company is in Cincinnati

Lorain Job Site
 Address: None, we ship product to the City of Lorain directly Lorain Phone: _____
 Lorain Fax: _____

Main Office Address: 11082 Southland Road, Cincinnati, Ohio 45240

E-Mail Address: bbecker@necowater.com Phone: (513) 623-9990

E-mail Address For Net Profit Accounts: bbecker@necowater.com Accounting Period Used:
 Calendar Year X FYE Month _____

E-mail Address For Withholding Accounts: bbecker@necowater.com Number of Persons Employed in Lorain: 0

OR: Payroll Service (no forms will be sent)

Type of Ownership: Corporation Partnership 1120S Individual Non-Profit
 Other: _____

Complete The Following Information For All Partners, Officers And/or Associates:

Name: Robert Becker, Owner and CEO SS#: 300-54-6565
 Address: 80 West Street, Cincinnati, Ohio 45240

Name: _____ SS#: _____
 Address: _____

If The Lorain Location Is Rented Or Leased, Please Provide Name, Address & Phone Of Rental Owner:

Name: _____ Phone: _____
 Address: _____

 Signature Robert Becker Print Name 12/13/22 Date

****ALL INFORMATION ON THIS FORM IS CONFIDENTIAL AND IS USED FOR CITY INCOME TAX PURPOSES ONLY****

To be completed by CONTRACTOR & CITY

CERTIFICATION THAT CONTRACTOR IS NOT DEBARRED, SUSPENDED NOR EXCLUDED

1. To be completed by CONTRACTOR

Name of Contractor: Neptune Equipment Company

Signature: _____

Printed Name: Robert Becker

Address of Contractor: 11082 Southland Road
Cincinnati, Ohio 45240

Is contractor listed as:	Debarred	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
	Suspended	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
	Excluded	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no

If any of the categories are checked 'yes', attach Contractor's explanation and a written statement that the listing is no longer valid, or that the Contractor is able to participate in this City Contract.

2. To be completed by the CITY

Date that City checked the Federal Government's website
www.sam.gov/portal/public/SAM (System for Award Management)

Date: 2/2/23 Signature: _____

Dept: IAW Printed Name: Gayle Irwin

This form must be completed and placed in all city contracts.

Rev. 1.29.13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Marsh & McLennan Agency LLC 6279 Tri-Ridge Blvd. Suite 400 Loveland OH 45240	CONTACT NAME: PHONE (A/C, No, Ext): 800.949.1167 FAX (A/C, No): E-MAIL ADDRESS: lydia.stevens@marshmma.com	
	INSURER A: Westfield National Insurance Company NAIC# 24120	INSURER B: Continental Insurance Company 35289
INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1387576345 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 2,500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TRA3789102	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			TRA3789102	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA3789102	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WC713466403	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER IN, KY, TX E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Ohio Stop Gap Liability			TRA3789102	12/1/2022	12/1/2023	\$1,000,000 Policy Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Neptune Equipment Company Inc. 11082 Southland Rd Cincinnati OH 45240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

A. STANDARD CITY/SELLER AGREEMENT

I. INTRODUCTION

This Agreement is entered into on _____, _____ by and between the City of Lorain, Ohio (“Buyer”), located at 200 West Erie Avenue, Lorain, Ohio 44052, and Neptune Equipment Company, Inc. (“Seller”), located at 11082 Southland Road, Cincinnati, OH 45240 for the City of Lorain PURCHASE OF METERS AND SUPPLIES 2023 (“Project”).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

Buyer, a political subdivision of the State of Ohio, and Seller have entered into this sale of goods Agreement (“Agreement”) as of the date set forth above. The Buyer and the Seller agree as follows:

1 WORK.

1.1 Seller shall furnish all the labor, services, materials, equipment, tools, appliances, transportation, and all other things (collectively called the “Work” necessary for the timely and proper completion of the Work described in the Contract Documents for the delivery of goods identified herein.

1.2 CLEANUP. Seller shall cleanup, repair, restore and otherwise return any site or location provided by Buyer to the condition in which is Seller discovered it for the performance of the terms of this Agreement. Seller shall repair, at its sole expense, any property it damages, whether part of the Work or not, to a condition acceptable to Buyer.

1.3 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement
- Invitation to Bid
- Instructions to Bidders
- Proposal
- Bid Schedule
- Performance and Payment Bonds
- Delinquent Personal Property Tax & Noncollusion Affidavits

- Affidavit of Authority (If applicable)
- Specifications
- Supplemental Specifications
- Notice of Award to Bidder

If there is a conflict between any of the Contract Documents, the document listed first above shall control.

3 BUYER'S REPRESENTATIVE.

3.1 The Safety/Service Director and/or his designee is the Owner's Representative with respect to all matters involving the Buyer.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Seller shall direct all communications to the Buyer through the Buyer's Representative, although the Safety-Service Director and Auditor of the Buyer are also authorized to send written communications to the Buyer.

3.3 The Buyer's Representative will monitor the progress of the Seller's performance of this Agreement, including but not limited to the delivery of the specified goods, timely delivery of such goods, compliance with all applicable laws and regulations, and any other acts in furtherance of performing the delivery of the specified goods herein.

4 TERM

4.1 This Agreement is effective upon the projected beginning date on the Invitation to Bid cover page or upon date of the signature of Buyer, whichever is later in time. This Agreement will remain in effect until either (1) the projected ending date on the Invitation to Bid cover page; (2) the Agreement is fully performed by both parties; or (3) the Agreement is canceled or terminated. The Term of this Agreement shall begin on January 1, 2023. This Agreement has two optional one-year renewal periods after the original two-year term expires. This Agreement may only be renewed upon written mutual consent from both parties.

5 DELAYS

5.1 NOTICE OF DELAYS. The Seller shall give the Buyer written notice of any delay affecting its Work within 24 hours of the commencement of the delay. The notice shall state in all capital letters at least 12 point font "NOTICE OF DELAY." The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Seller's right to seek an extension of time and/or additional compensation/damages for the delay. The Buyer, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Seller to an extension of time, additional payment, or both. Any of the foregoing shall only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

6 CONTRACT SUM. The Contract Sum to be paid by the Buyer to the Seller, as provided herein, for the satisfactory performance and timely completion of the Work and all of the duties,

obligations and responsibilities of the Seller under this Agreement and the other Contract Documents shall not exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Seller. The Seller shall pay any such taxes.

7 LIQUIDATED DAMAGES.

7.1 The Seller shall have its work substantially completed within thirty (30) days from receiving the City's order; the timeline may be varied following award of the contract based upon the Seller's ability to perform the work on a different timeline acceptable to the Buyer. By entering into this Agreement, the Seller agrees that the period for performing the Work is reasonable and that the Seller's Work can be substantially complete by the date stated in this Agreement.

7.2 If the Seller does not deliver the goods as identified in the section above or as otherwise agreed by the parties, the Seller shall pay the Buyer (and the Buyer may set off from sums coming due the Seller) liquidated damages in accordance with the Contract Documents.

7.3 The Seller acknowledges by signing this Agreement with the Buyer that the amount of liquidated damages represents a reasonable estimate of the actual damages the Buyer would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use by Buyer and the Seller in addition to the liquidated damages will be obligated to indemnify and hold the Buyer harmless from any claims. In addition to such Liquidated Damages, the Seller shall indemnify, defend and hold the Buyer and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Seller's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Buyer under the Contract Documents.

8 LIMITATION AND LIABILITY.

8.1 Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

9 RISK OF LOSS

9.1 The risk of loss from any casualty the goods, regardless of the cause, shall be incurred by Seller until the goods have been delivered to the Buyer.

10 PAYMENT

10.1 Buyer shall tender payment within thirty (30) days after Seller delivers goods in accordance with the specifications attached hereto.

11 CHANGE ORDERS.

11.1 A Change Order is a written instrument signed by the Buyer and the Seller stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment, if any. Change Orders shall be made on a written instrument (form) prescribed and approved by Buyer. In the event that a change order must be approved by a funding source other than Buyer before payment can issue, the Change Order written instrument (form) shall be signed by a representative of the funding source.

12 CLAIMS AND DISPUTES.

12.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Paragraph 10.2 shall not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. The Seller shall not knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, the Seller shall submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of the Seller, which states that:

12.1.1 The Claim which is submitted herewith complies with Paragraph 13.1 of the Buyer-Seller Agreement, which provides that the "Seller shall not knowingly present or cause to be presented a false or fraudulent Claim."

12.1.2 Claims must be made by written notice in an acceptable written medium. Claims may not be submitted via email.

12.1.3 If the Seller wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work.

12.1.6 The Seller shall make all claims in writing within seven (7) calendar days after the occurrence of the event giving rise to the Claim. Failure to do so shall be an irrevocable waiver of the Claim.

12.1.7 Within ten (10) days of its receipt of a written request, the Seller shall make available to the Buyer or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim.

12.1.8 If a Claim has not been resolved within fourteen (14) days after submission to the other party, the Buyer shall have the right, at its sole discretion, to elect to pursue resolution of the Claim through mediation or arbitration. Should the Buyer elect to pursue either mediation or arbitration, said alternative dispute resolution shall be conducted in general conformity with the applicable rules of the American Arbitration Association. Should the Buyer elect not to pursue resolution of a claim through the foregoing process, the Claimant's exclusive remedy is to file suit in the Common Pleas Court of Lorain County, Ohio.

13 DEFAULT OF THE SELLER.

13.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Seller:

13.1.1 The Seller's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Buyer or such lesser time as is provided in the Contract Documents, or applicable law, rule or regulation and provide Buyer a written statement of the corrective action plan or

13.1.2 The Seller's failure thereafter to use its best efforts to correct such failure, or

13.1.3 Except when an extension of time is granted in writing by the Buyer, to correct such failure within thirty (30) days after receipt of written notice thereof, or such shorter period of time as is mandated by application, rule or regulation;

13.1.4 The Seller's failure to pay its obligations as they become due or the Seller's insolvency.

13.2 BUYER'S REMEDIES. Upon the occurrence of an event of default the Buyer shall have the following remedies, which shall be cumulative:

13.2.1 Order the Seller in writing to stop the Work, which the Seller shall do immediately; in case of emergency circumstances, the stop work order may be issued verbally by the Buyer and confirmed in writing within twenty-four (24) hours after issuance of the verbal stop work order;

13.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

13.2.3 All other remedies which the Buyer may have at law or in equity or otherwise under the Contract Documents.

13.3 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Buyer's rights and remedies, including without limitation the Buyer's right to be indemnified by the Seller.

14 DEFAULT OF THE BUYER.

14.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:

14.1.1 The failure of the Buyer to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Seller specifying the default and the necessary corrective action.

14.2 SELLER'S REMEDY.

14.2.1 The Seller's sole and exclusive remedy for the default of the Owner, other than the failure of the Buyer to pay the Seller, will be to bring a suit for damages in the

Common Pleas Court of Lorain County, Ohio. The Seller's right to exercise that remedy shall be subject to its giving the Buyer the required notices and following any other procedures required by the Contract Documents.

14.2.2 If the Buyer fails to pay the Seller as payment becomes due, as provided in Section 10.3 above, the Seller may, upon fifteen (15) days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the Work had been suspended for the convenience of the Owner under Section 16 of this Agreement.

15 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE BUYER

15.1 SUSPENSION FOR THE CONVENIENCE OF THE BUYER.

15.1.1 The Buyer may, without cause, order the Seller to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Buyer may determine.

15.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Seller is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

15.2 TERMINATION FOR THE CONVENIENCE OF THE BUYER.

15.2.1 The Buyer may, in its discretion and without cause, by written notice to the Seller terminate this Agreement for the Buyer's convenience.

15.2.2 Upon receipt of a written notice from the Buyer terminating this Agreement without cause and for the Buyer's convenience, the Seller shall (i) immediately cease performing the Work, unless otherwise directed by the Buyer, in which case the Seller shall take the action directed by the Buyer and (ii) take all reasonable and necessary action to protect and preserve the Work

15.2.3 If this Agreement is terminated without cause and for the Buyer's convenience and there exists no event of the Seller's default, as defined in this Agreement, the Buyer will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Seller at the rates for Work performed under this Agreement, including overhead and profit of 10% on the Work performed up to the date of termination.

15.2.4 If this Agreement is terminated without cause for the Buyer's convenience and there exists an event of the Seller's default, as defined in this Agreement, the Seller shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

15.2.5 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

16 INSURANCE AND INDEMNIFICATION.

16.1 To the maximum extent permitted by law, the Seller shall indemnify and hold harmless the Buyer and the Buyer's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees—whether made by Buyer or a third-party—arising out of or related to the Seller's performance of the Work including but not limited to the failure of the Seller to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or to injury or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents. The Buyer may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Seller under the Contract Documents. It is agreed that the cost of the Buyer's staff in calculating any expenses under this Paragraph shall be at the staff person's hourly rate of compensation including benefits.

17 WARRANTIES.

17.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Seller warrants and guarantees that:

- All goods shall be free from all defects, including any defects in workmanship or materials;
- All goods shall will be fit for the purpose for which intended;
- All goods shall be merchantable; and,
- All goods shall conform in all respects to the Contract Documents.
- Seller warrants that at the time of the signing of this Agreement, Seller neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to rights of Seller in the goods.

17.2 Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Seller, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, unless otherwise specified in said written notice by the Buyer and thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Buyer and, except when an extension of time is granted in writing by the Buyer, correct such breach and damage to the satisfaction of the Buyer within thirty (30) days of such notice. If the Seller fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Buyer, upon written notice to the Seller and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Seller upon written notice from the Buyer shall pay the Buyer, within ten (10) days after the date of such notice, all of the Buyer's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Buyer's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Seller shall survive the termination of this Agreement. If the Seller fails to pay the Buyer any amounts due under this

Paragraph, the Seller shall pay the Buyer, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

18 GENERAL.

18.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Buyer shall require the signature of the Buyer's Representative acting under the authority of a specific resolution of the Buyer. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

18.2 ASSIGNMENT. The Seller may not assign this Agreement without the written consent of the Buyer, which the Buyer may withhold in its sole discretion.

18.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Buyer or the Seller.

18.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Lorain County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

18.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

18.6 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Buyer, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Buyer's Representative/Designee," and, in the case of the Seller, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

18.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved

against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

18.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Buyer shall be subject to the sole discretion of the Buyer and will be valid and binding on the Seller, provided only that they be made in good faith, i.e., honestly. If the Seller challenges any such approval or determination, the Seller shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

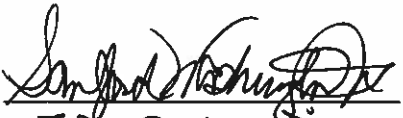
18.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

18.10 COMPLIANCE WITH LAWS AND REGULATIONS. The Seller, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to Ohio's Prevailing Wage law if applicable

18.11 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

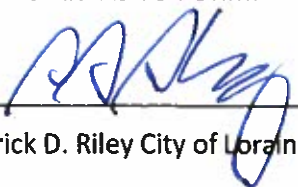
City of Lorain Ohio

Seller

By: 
Its: Seeloe Service Inc
Date: 2/2/2023

By: Matthew Becker
Its: President
Date: 1/31/2023

APPROVED AS TO FORM:


Patrick D. Riley City of Lorain Law Director

Date: 2/2/23

CERTIFICATE OF AVAILABILITY OF FUNDS

I John A. Strader, hereby certify that I am the fiscal officer for the City of Lorain, Ohio and that the amount of money to wit \$ 550,000 (2023) required to meet the cost of the attached Contract between the City of Lorain, Ohio and Neptune (Contractor) has been or will be, before the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

2-8-2023

Date

J.A. Strader
Karen Shawver, City of Lorain Auditor I
John A. Strader Asst. Deputy

Pb 2023-189

B. SPECIFICATIONS

See Bid Sheet/Bid Schedule above.

IV. OWNER COMPLETED FORMS

A. OWNER EXECUTION CHECKLIST

The following list highlights and serves as a reminder of actions required to execute the Contract with the selected bidder.

Notice of Award

- Complete the form once bidder selected
- Mail form to bidder
- Collect acceptance from bidder

Notice of Award to Surety and Surety's Agent

- Complete the form once bidder selected
- Send the bond to legal counsel for double-check of validity
- Send notice form to Surety and Agent at the addresses listed on the Bond form

Owner/Contractor Agreement

- Have the Contractor sign the Agreement
- Have the Law Director review and sign the Agreement
- Have the Fiscal officer sign the Agreement
- Have the City of Lorain representative sign the Agreement

B. NOTICE OF AWARD TO BIDDER

CITY OF LORAIN

NOTICE OF AWARD

TO: Neptune Equipment Company

DATE: 1/24/2023

DATE OF AWARD: 1/4/2023

PROJECT DESCRIPTION: Furnishing and delivering the following items:
Items 1-24 \$550,000.00
Total Contract: \$550,000.00

You are hereby notified that your bid dated 12/14/2023 for the above described work has been accepted in the amount of \$550,000.00 by the City of Lorain Board of Control.

You are required by the Information to Bidders to execute the Agreement and furnish the required Contract Performance Bond or an Irrevocable Letter of Credit or Certified Check within ten (10) days from the date of this Notice to you as stated in the Requirements for Bidding and Entering Contract on our forms provided herein.

If you fail to execute the Agreement and Contract Performance Bond, Letter of Credit or Certified Check within the time specified, then the bid check may at any time thereafter be declared forfeited to the City as liquidated damages for such failure.

Please respond no later than, 2/3/2023. Should you have any questions, please contact Joe Pritchard, Contract Administrator, at (440) 204-2250.

Forward all documentation to the attention of Joe Pritchard, City of Lorain Law Department 3rd Floor, 200 West Erie Avenue, Lorain, OH 44052.


Sanford Washington Jr.
Safety/Service Director

C. NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

Western Surety Company (Surety)
151 N. Franklin Street (Address)
Chicago, IL 60606 (City/State/Zip)

Marsh & McLennan Agency LLC (Surety's Agent)
P.O. Box 37 (Address)
Dayton, OH 45401 (City/State/Zip)


Date: 1/26/23

SENT BY REGULAR U.S. MAIL

RE: NOTICE OF AWARD OF CONTRACT

To Whom It May Concern:

You are notified that your principal, Neptune Equipment Company, has been awarded a contract for the City of Lorain PURCHASE OF METERS AND SUPPLIES 2023 in the amount of \$550,000.00 by the City of Lorain, Ohio.

Sincerely,

Sanford Washington II
Director of Public Safety/Service



You have 1 new alerts
[Show / Hide Alerts](#)



Search

All Words

e.g. 1606N020Q02

Select Domain
All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

- Any Words [i](#)
- No results found
- Exact Phrase [i](#)

e.g. 1606N020Q02

Federal Organizations

Neptune Equipment Company × ▲



Status



- Active
- Inactive

Reset 



Select Criteria

Choose your filters and run your report to begin.



Feedback

Our Website

Our Partners

Policies

No results found



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Neptune Equipment Company**
Date: **2/2/2023 9:38:47 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CERTIFICATIONS and APPROVALS

I hereby certify that the amount of this AGREEMENT is \$550,000.00

Date: 2/2, 2023

[Signature]
Safety/Service Director

AUDITOR'S CERTIFICATION

I hereby certify that the money required to meet the foregoing agreement, agreement or obligation, in the sum of the above-mentioned amount has been lawfully appropriated or authorized or directed for such purpose and is in the process of collection to the credit of the WW WPC meters Fund free from any previous outstanding obligation.

P.O. 2023-189

Date: February 8th, 2023

[Signature]
Auditor/Deputy Auditor I
Asst.

2 year term
↳ 1-1-2023 - 12-31-2024
w/ two optional 1 year extensions

I hereby certify that this AGREEMENT is correct as to form.

Date: 2/2, 2023

[Signature]
Law Director

I hereby certify that this AGREEMENT was approved by the Board of Control on 01/04/2023.

2/2, 2023

[Signature]
Clerk of the Board of Control