

**CITY OF LORAIN
BOARD OF CONTROL
AGENDA
MAY 6, 2026 at 2:30 p.m.**

1. ROLL CALL

2. MATTERS FOR DISCUSSION

- a. The Building, Housing and Planning Department requests to enter into a contract with Simxo Architecture for Architectural and Engineering Services for the Lorain Historical Society Moore House Project. Sixmo Architecture was the only firm to respond to the RFQ released for the project and a negotiated amount for the project will not exceed \$14,000 and will come from account #: 2260.R226.7110.6700.1500 (Block Grant – Public Facility – Facility Improvement) and is contingent on compliance with other federal requirements, including environmental reviews.
- b. A request from the Safety/Service Department for the approval of a \$50,000.00 donation to Main Street Lorain. Approval of Ordinance 43-26 on March 30, 2026, authorized the appropriation and use of funds. To be paid from GL Account 4010.C401.8100.4100 Donation/Subsidy.
- c. Lorain Fire Department requests the purchase of the following necessary gear: Helmets, Fronts, Masks, Headnets, Boots and Care Kit. The items will be purchased from Atlantic Emergency Services for the total amount of \$6,273.00. The purchase will be paid from G/L account 1010.S500.6700.1800 (New Gear).
- d. The Lorain Fire Department (LFD) requests the purchase of four (4) sets of Turnout Fire Gear for new hires. The purchase will be made through Municipal Emergency Services (MES). Quote provided from MES of \$16,785.00. To be paid from G/L account# 1010.S500.6700.1800 (New Equipment).
- e. A request from the Lorain Utilities Billing & Meter Department for a purchase order with Neptune Equipment/Neco in an amount not to exceed \$300,000 per year for the purchase of meters and supplies. Ordinance 41-25 passed council on 4/21/25. Funding GL Accounts 6020.P602.6100.6700.1303 Water Works, Accounting, Meters and 6130.P613.6100.6700.1303 Water Pollution Control, Accounting, Meters.
- f. An emergency request from the Lorain Utilities Purification Department for a purchase order in the amount not to exceed \$15,000.00 with EnviroServe Inc to finish neutralizing a contained sodium hydroxide spill at the plant, test pH and send pH results proving neutralization. Funding GL Account 6020.P602.6440.6300.1500 Contractual Service.

- g. A request from the Lorain Utilities Water Purification Department for a purchase order in the amount of \$5,206.00 with Bissnuss, Inc. for the purchase of Acutec 35 Gas Detector Replacements. Funding GL Account 6020.P602.6440.6700.1500 Facility Improvement.
- h. The Black River WWTP requests approval for the repair of the rotating assembly for a Fairbanks Morse pump from Replica Engineering Inc. This pump is part of the headworks system leading into the Black River WWTP and is vital to facility operations. This repair constitutes a specialized service requiring full disassembly of the pump assembly in order to properly evaluate and quote the necessary work. Based on the vendor's assessment, the rotating assembly requires a complete rebuild, including extensive machining. Due to the technical nature of the repair and the need for detailed inspection prior to providing an accurate estimate, this work is being performed as a specialty service. The total cost for parts and labor is \$12,000. Funding for this purchase will be allocated from the facility improvement portion of the budget 6130.P613.6310.6700.1500.

3. **ADJOURNMENT**



CITY OF LORAIN

Board of Control

2. a.

Meeting Date: 05/06/2026

Subject:

The Building, Housing and Planning Department requests to enter into a contract with Simxo Architecture for Architectural and Engineering Services for the Lorain Historical Society Moore House Project. Sixmo Architecture was the only firm to respond to the RFQ released for the project and a negotiated amount for the project will not exceed \$14,000 and will come from account #: 2260.R226.7110.6700.1500 (Block Grant – Public Facility – Facility Improvement) and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

BOC Form
Updated Proposal



BOARD OF CONTROL REQUEST FORM

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

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

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

- 1. Request Date:
- 2. Name of Department Submitting Request:
- 3. Summary of Report:

- 4. Name of Vendor:
- 5. Amount: \$

- 6. Number of account to be used for funding:

- 7. VENDOR DETAIL
Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No

- 9. Is the amount requested due to a change order? Yes No

- 10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____



ARCHITECTURE

Professional A/E Services for the Moore House Porch

The City of Lorain

Proposal Number 50570126

May 1, 2026

Ohio

1101 Auburn Avenue
Cleveland, OH 44113
216-767-5400



5/1/2026

Hannah Kiraly
The City of Lorain
200 West Erie Avenue
Lorain, OH 44052
Hannah_Kiraly@cityoflorain.org

Re: Professional Services Proposal Number 50570126
Professional A/E Services for the Moore House Porch

Kiraly,

We appreciate the opportunity to provide you with this professional services proposal regarding the above referenced project. We have reviewed the information you provided in an effort to develop a thorough understanding of the project parameters. This understanding is reflected in the following proposal for professional services.

Please review this document and feel free to contact me if you have any questions or comments in its regard. I am generally available between 7:30 AM - 5:00 PM EST in our office at (216) 767-5400, extension 100, and always available via email at patrick@sixmocompanies.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick Thornton'.

Patrick Thornton
Principal
Sixmo Architecture



PROJECT UNDERSTANDING

The City of Lorain (**Client**) is seeking Professional Engineering and Architectural Services for the Moore House located at 309 West 5th Street in Lorain, Ohio (44052). The Client is a recipient of Community Development Block Grant (CDBG) dollars funded by the U.S Department of Housing and Urban Development. As part of the City's 2025 Annual Action Plan, the city has allocated a portion of its CDBG dollars towards Public Facility Improvements.

The Client advertised the availability of funding in June 2025. Applications were accepted from June 5, 2025, until August 29, 2025. The CDBG Scoring Committee met on October 3, 2025, October 9, 2025, and October 13, 2025, to review and score all 11 applications received. The Scoring Committee unanimously awarded the Lorain Historical Society Public Facility Improvement funds to support the rehabilitation of the porch roof, ceiling, and structural elements of the Moore House. The project is inclusive of significant structural concerns with the floor framing and brick facade of the northwest bedroom of the historic Moore House. The Lorain Historical Society is a community leader in preserving local history. The Moore House is a historic home that serves as a museum for the Lorain Historical Society's 3-dimensional objects dating back 45 years or more. The Museum is open to the public.

The Lorain Historical Society is a not-for-profit 501(c)(3) organization operating within the City of Lorain. The Society maintains a 99-year lease with the city for the Moore House, which is listed on the National Register of Historic Places. Since 1995, the Moore House has served as a public museum, open to the community during regular business hours. In 2019, structural issues were identified.

The Lorain Historical Society has determined that the Moore House requires significant structural and exterior rehabilitation, particularly involving the front porch. The scope of work includes, but is not limited to, the protection of existing finished materials and/or the demolition and reconstruction of key elements such as the porch ceiling boards, composite decking, structural framing, and original stonework around the perimeter. Additional work will involve the restoration or replacement of the ornate woodwork surrounding the support posts, as well as the posts and piers that serve as critical structural supports for beams and joists.

As the Moore House is designated a historic property, all work will take into consideration the use of historically appropriate materials and preservation standards.

The City is committed to advancing this project and aims to complete it within the current year (2026).

Sixmo Architecture (**Consultant**) will provide professional services, including structural engineering, architectural design, and engineering related to mechanical, electrical and plumbing systems that may



be affected by the improvements. The Consultant will work closely with City of Lorain staff on project deadlines, coordination, permitting, inspections, etc.

The Consultant will create an itemized project scope and necessary plans and drawings that will be compliant with the Board of Building Standards and ICC Ohio Building Codes. The itemized project scope and structural plans will be utilized to solicit bids on the construction of this project. In addition to these criteria, the Consultant will administer the Clients contract with the selected General Contractor (GC) (selected through a sealed bid process to ensure the project completion is in compliance with all local, state, and federal regulations) throughout the duration of the construction.

SCOPE OF SERVICES

The scope of professional services for this project shall include the following:

1. Schematic Design (SD)
 - a. Structural Engineering
 - i. Schematic Design Calcs and Drawings
 - b. Architecture
 - i. Project Management
 - ii. Project Meetings
 - iii. Field Measurement
 - iv. Schematic Design Drawings
 - v. Estimating
2. Design Development (DD)
 - a. Structural Engineering
 - i. Design Development Drawings
 - b. Architecture
 - i. Project Management
 - ii. Project Meetings
 - iii. Design Development Drawings
 - iv. Outline Specifications
 - v. Estimating
3. Construction Documents (CD)
 - a. Structural Engineering
 - i. Structural Design
 - b. Architecture
 - i. Project Management
 - ii. Project Meetings
 - iii. Construction Documents - Drawings and Specs



iv. Final Estimate

4. Construction Administration (CA)

- a. Structural Engineering
 - i. RFI Responses
- b. Architecture
 - i. Project Management
 - ii. Field Meetings and Site Observation
 - iii. Submittal Review
 - iv. RFI Responses
 - v. Change Management

DELIVERABLES

Consultant shall provide PDF files and high-resolution images suitable for reproduction for all deliverables, transmitted via email. Additional hard copies of deliverables are available to the Client at Consultant's cost of reproduction and labor, plus 10%.

CLARIFICATIONS AND EXCEPTIONS

The following clarifications and exceptions refine Sixmo Architecture's understanding and offering to this project:

- 1. General
 - a. The fees in this proposal are based on the language included in this professional services proposal. Any requested alterations to the language of this agreement may result in an adjustment of the proposed fee.
 - b. Plan review, submission, permit, and any other fees required for approval from the authority having jurisdiction are excluded from the scope of services. Consultant will assist Client in preparing drawings, specification, applications, and accessory information for Client submission to the authority having jurisdiction.
 - c. Site visits or meetings not defined within the scope of services section of this proposal may result in an additional services request.
 - d. The development of Record Documents prepared from Contractor provided As-Builts is excluded from the scope of services.
 - e. Civil Engineering is excluded in this scope of services. Utility design, topographic design,



SWPPP and other site design components are not included.

- f. Coordination with design professionals not a part of this agreement that are executing work related to the services provided by the Consultant shall be the responsibility of the Client. Consultant will endeavor to coordinate work with other disciplines but shall accept no responsibility for conflicts resulting from the Client's, other design professional's, or vendor's lack of coordination, communication, quality, omissions, or errors.
 - g. Deliverables will be completed on Consultant's title block utilizing Consultant graphic and design standards, such as layers, font styles, line colors, etc. Work will be completed utilizing Autodesk Revit and/or AutoCAD. Deliverables will be provided as PDF files. Transmission of Building Information Model (BIM) and/or Computer Aided Design and Drafting (CADD) files (*.rvt, *.dwg, *.dxf) is/are excluded.
 - h. The Bidding/Procurement phase includes one (1) round of a competitive bid process. Additional bidding, rebid, and/or bid extension procedures, through no fault of the Consultant, may result in an Additional Service Request.
2. Architecture
 - a. Client shall provide Consultant with project budget, project schedule, and applicable existing condition information prior to the start of the design and documentation phases.
 3. Structural Engineering
 - a. Allowable bearing pressures for foundation design, as well as foundation type (deep or shallow) will be based on design values specified and recommendations provided in a geotechnical sub-surface analysis (by client's geotechnical engineering consultant). In the event the client does not engage a geotechnical engineering consultant and a sub-surface analysis report is not provided prior to initiation of design, foundation design will be based on the presumptive load bearing values found in the governing building code (subject to more stringent local requirements) using shallow soil bearing type foundations. Use of presumptive building code load bearing values will be at the risk of the client due to unknown soil conditions which will be required to be verified prior to construction. Geotechnical engineering services can be quoted and provided upon request.
 - b. Submission of formal structural calculations has not been included.



SCHEDULE

A mutually agreeable schedule will be established once a signed proposal is received.

PROFESSIONAL FEES

The professional services outlined herein shall be provided as follows:

Lump Sum Contract Items:

Schematic Design	\$3,850
Design Development	\$3,500
Construction Documents	\$3,500
Construction Administration	\$3,150
Total:	\$14,000

Hourly and Additional Services will be charged at an hourly rate of \$200.00. Additional services will only be executed upon written direction from the Client. Consultant can provide the Client with an estimate to complete for all hourly additional services prior to the initiation of any task.

This proposal is valid for ninety (90) days from the date of issue.

METHOD OF PAYMENT

Payment for the proposed professional services will be invoiced monthly, in proportion to services provided and expenses incurred between the first and last day of the month, or upon completion of the scope of services. Payments are due **Net 30 Days** from the date of the invoice.

In accordance with Sixmo Architecture's corporate policy, payment obligations are absolute and are not contingent upon the Client's receipt of funds from any third party, including but not limited to loans, grants, or payments from other entities; "pay-if-paid" or "pay-when-paid" conditions shall not apply to this Agreement.

Client agrees that any non-payment of the professional fees under this Agreement will result in interest being charged at the rate of eighteen percent (18%) per annum or the highest amount legally to be



charged.

Client also agrees that it will be responsible for any costs or fees, including attorney's fees, in the collection of any unpaid professional fee.

EXPENSES

Expenses included in the professional fees above include:

1. Reproduction of deliverables and in-house progress documents required to execute our services.
2. Mileage/Travel costs related to included project meetings and other local travel required to execute the indicated scope of work. Local travel shall be defined as any location inside of a 25 mile radius of the Consultant's office.

Expenses that will be considered reimbursable, shall include:

1. Mileage/Travel over and above that specifically indicated as included in the base scope of services. This includes mileage and travel expenses incurred resulting from any additional services not specifically addressed above.
2. Postage/shipping costs for other than normal day-to-day firm operations, including the cost of shipping hard copies of construction documents and revisions to authorities having jurisdiction and to the Client.
3. Reproductions not included in the base scope of services.
 - Reproductions produced in-house will be billed at the following rates:
 - 8-1/2 x 11: \$.25 per page (single or double sided, color or B&W)
 - 11 x 17: \$.50 per page (single or double sided, color or B&W)
 - Large Format: \$1 per square foot

Additional expenses, besides those described above, will be invoiced based on cost +10%. This includes additional subconsultant fees over and above the base services of this scope of work; the payment of permit and application fees that are not specifically included in the base scope of services, and other miscellaneous expenses incurred at the direction of the Client. Additional expenses will only be incurred upon written direction from the Client.



COPYRIGHTS AND LICENSES

The Consultant and the Client shall warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this agreement, the Consultant grants the Client a nonexclusive license to utilize the instruments of service solely for the project, provided that the Client performs its obligations, including payment based on the terms of this document.

If the Instruments of Service are used without retaining the Consultant or without the written permission of the Consultant, the Client releases the Consultant and Consultant's subconsultants from any and all claims and causes of action arising from such use. Any unauthorized use of the Instruments of Service shall be at the Client's risk and without liability to the Consultant.

The Instruments of Service shall be defined as any representation, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and their subconsultants under their respective professional services agreements.

DEFECTS IN SERVICE

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.



CONSTRUCTION ACTIVITIES

The Consultant shall not be responsible for the acts or omissions of any person performing any construction work, or for instructions given by the Client or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.

STANDARD OF CARE

In providing services under this agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant will perform its services as expeditiously as is consistent with professional skill and care, and the orderly progress of Consultant's part of the Project. Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, subject to Risk Allocation below, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.



THIRD-PARTY BENEFICIARIES

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 Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TERMINATION OR SUSPENSION

If the Client fails to make payments to Consultant in accordance with this Agreement, such failure may be considered substantial non-performance and cause for termination; or, at Consultant's option, cause for suspension of performance of services under this Agreement. If Consultant elects to suspend services, Consultant shall give five (5) business days' written notice to the Client before suspending services. In the event of a suspension of services, Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension, and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and the time schedules may be equitably adjusted.

If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than five (5) business days' written notice.

Either party may terminate this Agreement upon not less than five (5) business days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client may terminate this Agreement upon not less than five (5) business days' written notice to the Consultant for the Client's convenience and without cause.



If the Client terminates this Agreement for its convenience, or the Consultant terminates this Agreement due to Client's suspension, the Client shall compensate the Consultant for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Client's termination of consultant agreements.

Except as otherwise expressly provided herein, this Agreement shall terminate at the completion of indicated services.

DISPUTE RESOLUTION

Any claim or dispute between the Client and the Consultant shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the Client (**The City of Lorain**) and the Consultant (**Sixmo Architecture**), the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



ACKNOWLEDGEMENT

Please acknowledge acceptance of this proposal by signing below and returning a copy to the Consultant. Authorization to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion.

Acknowledgement and Acceptance:
(Consultant)
Sixmo Architecture

Acknowledgement and Acceptance:
(Client)
The City of Lorain

By: Jim Clarke

By: _____

Title: Director of Architecture

Title: _____

Date: May 1, 2026

Date: _____

ACCOUNTS PAYABLE

By accepting and acknowledging the terms of this proposal, the Client designates the following individuals to receive invoices and issue payment to Consultant for services rendered on this project.

Direct all invoices to:

Carbon copy all invoices to: (optional)

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____



CITY OF LORAIN

Board of Control

2. b.

Meeting Date: 05/06/2026

Subject:

A request from the Safety/Service Department for the approval of a \$50,000.00 donation to Main Street Lorain. Approval of Ordinance 43-26 on March 30, 2026, authorized the appropriation and use of funds. To be paid from GL Account 4010.C401.8100.4100 Donation/Subsidy.

Attachments

BOC



**BOARD OF CONTROL
REQUEST FORM**

**Board of Control meetings are held on Wednesday mornings at 11:15 a.m. on the 7th floor of City Hall in the mayor's conference room.
All requests must be received by no later than 2:00 p.m. on the Monday prior to the meeting.
<<< Answer the following questions for each request submitted >>>**

- 1. Request Date: May 4, 2026
- 2. Name of Department Submitting Request: Safety/Service
- 3. Summary of Report: A request from the Safety/Service Department for the approval of a \$50,000.00 donation to Main Street Lorain. Approval of Ordinance 43-26 on March 30, 2026, authorized the appropriation and use of funds. To be paid from GL Account 4010.C401.8100.4100 Donation/Subsidy.
- 4. Name of Vendor: Main Street Lorain
- 5. Amount: \$50,000.00
- 6. Account Number of General Ledger account to be used for funding: 4010.C401.8100.4100

7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No State Purchasing Vendor - Yes / **No**

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

Vendor #1 _____
Vendor #2 _____
Vendor #3 _____
Vendor #4 _____

- 7. The Treasurer's Office has verified that the vendor selected is registered with the City: Yes
- 8. Is the amount requested due to a change order? Yes / **No**
- 9. If necessary, has City Council approved and when? Appropriation Ord. #43-26 passed March 30, 2026

ORDINANCE NO. 43.26

AN ORDINANCE APPROPRIATING MONEY FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF LORAIN, STATE OF OHIO BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026 AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5705.38 provides that the taxing authority of each subdivision shall appropriate funds for the ordinary expenses of the taxing unit on or about the first day of the year.

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

SECTION I. That to provide for current expenses and other expenditures in the City of Lorain, State of Ohio, for the period beginning January 1, 2026, and ending December 31, 2026 the following amounts are hereby appropriated and set aside, by department level, in the following funds for the purpose hereinafter designated:

(1010) General Fund	\$44,032,889
(8570) Deposits Held	\$ 514,000
(2400) Heritage TIF	\$ 290,800
(2010) Streets	\$ 7,218,763
(2030) Permissive License	\$ 1,247,737
(2061) OneOhio Opioid Settlement	\$ 60,000
(2081) Clerk of Court Computerization	\$ 120,597
(2082) Court Computerization	\$ 19,000
(2083) Municipal Court Security	\$ 237,254
(2084) Municipal Court Probation	\$ 304,303
(2085) Municipal Court Operations	\$ 100,633
(2290) UDAG Revolving Loan	\$ 81,290
(2585) Fire Levy	\$ 1,455,699
(2590) Police Levy	\$ 3,957,496
(2595) Police Special Revenue	\$ 732,591
(2600) Law Enforcement	\$ 450,000
(2650) Indigent Drivers ALC Treatment	\$ 50,000
(2655) Indigent Drivers Monitor	\$ 10,000
(2700) Police Pension	\$ 2,010,000
(2710) Fire Pension	\$ 1,810,000
(2780) Parkland Fund	\$ 10,000
(2800) Compensated Absences Reserve	\$ 400,000
(2900) Dredge Reuse Facility	\$ 1,853,359
(8200) Waste Collection	\$ 5,660,000
(3010) Bond Retirement	\$ 5,746,098
(3050) Special Assessment	\$ 259,241
(4010) Capital Improvements	\$ 559,500
(4030) General Sewer	\$ 3,430,778
(4080) Cap Improvement Muni Court	\$ 141,000
(6020) Water Works	\$19,139,585
(6130) Water Pollution Control	\$22,517,575
(6160) WPC OM&R	\$ 500,000
(8170) County Sewer Fees	\$ 150,000
(7010) Garage	\$ 2,314,127
(7020) Hospitalization	\$10,205,510
(xxxx) Custodial Funds	\$ 9,600,000

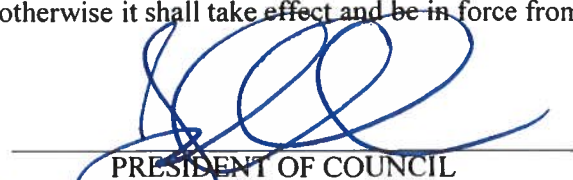
Amended by council meeting 3.30.26 in person

SECTION II. That this Ordinance is passed by virtue of the provisions of §5705.38 of the Ohio Revised Code, all provisions of which have been complied with.

SECTION III. 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 any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements, including §121.22, Ohio Revised Code.

SECTION IV. That this Ordinance is hereby declared to be an emergency, the nature of which is the immediate need to provide funding for necessary operations of the City. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor provided it receives the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: March 30, 2026



PRESIDENT OF COUNCIL

ATTEST: Maggi Paturio

Deputy

CLERK OF COUNCIL

APPROVED: 3/30, 2026



MAYOR



2026 Permanent Budget Appropriations By Department

Budget Year 2026

2026 Level 3 -
Mayor/Auditor

Account	Account Description	2026 Level 3 - Mayor/Auditor
Fund 4010 - Capital Improvements		
Division C401 - Capital Improvements		
8100.3200	County Tax Settlement Fees	5,500.00
8100.4100	Donation Or Subsidy	50,000.00
Division C401 - Capital Improvements Totals		\$559,500.00
Fund 4030 - General Sewer		
Division C403 - General Sewer		
Fund 4010 - Capital Improvements Totals		
6100.1100	Regular Hours	460,251.00
6100.1120	RIO-Retirement Incentive Option	10,010.00
6100.1200	Overtime Hours	25,005.00
6100.1600	Medicare	6,610.00
6100.2100	P.E.R.S.	63,741.00
6100.2400	Hospitalization	124,194.00
6100.2500	Uniform/Clothing Allow.	176.00
6100.2503	Safety Shoe Allowance	280.00
6100.2600	Employee Life Insurance	1,890.00
6100.2700	Unemployment Comp.	312.00
6300.1310	City Insurance Expense	3,400.00
6300.1500	Contractual Service	788,600.00
6300.1550	Utility Printing Services	60,000.00
6300.6418	Pellet Terminal	4,650.00
6400.1000	Stationery & Office Supp.	2,000.00
6400.1500	Petroleum Supplies	22,400.00
6400.1600	Garage Auto Parts & Labor	60,000.00
6400.4500	Survey Supplies	4,700.00
6400.5100	Engineering Supplies	1,700.00
6500.1001	Cell Phone Expense	2,200.00
6700.1000	Capital Outlay	854,000.00
6700.2500	Street Improvements	250,000.00
6700.7000	General Sewer Projects	630,000.00
7100.1000	Leases	30,060.00
8100.1060	Visa/MC Fees	12,000.00
8100.1600	Education And In Service	5,100.00
8100.9999	Other Operating	3,800.00
9000.2800	Transfer to Comp Abs	1,075.00

Main Street Lorain FY2026 – City of Lorain General Fund Support

Request: \$50,000.00 -- In alignment with over 95% of all accredited Main Street communities in the State of Ohio, Main Street Lorain is requesting continued financial support from their city government.

We do not expect this number to grow year over year (this has maintained the same for the previous two years), leading it to be a very stable expense that sees a very robust return on investment & responsible use of the city's annual budget, as we work collaboratively to enhance our Downtown Lorain neighborhood. In addition to your investment, we add an additional \$100,000-\$150,000 on the average year toward the improvement of Downtown Lorain through our organization's budget, and our volunteer time on a given year is valued at over \$40,000 in planning/events/clean-up/etc.

Beautification/Maintenance/Built Environment

- Beautification (Flowers/Planter Decor/Landscaping)
 - \$5,000
- Beautification Coordinator (staff)
 - Part-Time: 12-15 hours/week
 - Responsible for daily trash removal, weed removal, flower watering, leaf removal, etc.
 - \$12,500

Business Enhancement & Marketing

- Downtown Lorain Business Enhancement Grant
 - \$5,000
- Downtown Marketing
 - Mailers, Brochures, Event Cards, Digital Marketing, etc.
 - Portion of Marketing Coordinator position
 - Targeted marketing to Lorain groups and organizations
 - \$16,500

Downtown Lorain Events

- Cookie Crawl
 - \$2,000
- Second Saturday (four events)
 - \$2,000
- Monster Mash Dash
 - \$2,000

Operations & Oversight

- Miscellaneous Operating Expenses
 - \$5,000



CITY OF LORAIN

Board of Control

2. c.

Meeting Date: 05/06/2026

Subject:

Lorain Fire Department requests the purchase of the following necessary gear: Helmets, Fronts, Masks, Headnets, Boots and Care Kit. The items will be purchased from Atlantic Emergency Services for the total amount of \$6,273.00. The purchase will be paid from G/L account 1010.S500.6700.1800 (New Gear).

Attachments

Fire Gear Estimate

BOC Request form - LFD Helmets, Masks, Etc.



QUOTE

13051 Redwater Drive
 Chester, VA 23836
 (800) 442-9700
 equipmentorders@atlanticemergency.com

Quote NO. 89275
 Employee NO. 1135
 CUSTOMER ID 71281
 DATE 04/02/2026
 EXPIRATION DATE 05/02/2026

Bill To Lorain Fire Department
 1350 Broadway
 Lorain Ohio 44052-3412
 United States

Ship To Lorain Fire Department
 1350 Broadway
 Lorain Ohio 44052-3412
 US

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
John Kuhl		Ryan Bowers				Freight Not Included

QTY	ITEM #	NAME / VENDOR / DESCRIPTION	UNIT PRICE	LINE TOTAL
5	200803-01	200803-01 / 3M SCOTT / 3M Scott 5-ST KEV HH 200803-01, AV3000 SS/HT	\$191.00	\$955.00
1	201215-22	201215-22 / 3M SCOTT / 3M Scott AV-3000 HT Facepiece 201215-22, 4-Strap, Kev, Medium	\$377.00	\$377.00
2	Sewn Fronts	Sewn Fronts / BULLARD HELMET / 4,5,6" leather front with sewn or recessed letters BYB274562 / CAPTAIN STACK 2 , ASSISTANT CHIEF BOWERS 4	\$82.00	\$164.00
5	CARESKITS-21	CARESKITS-21 / BULLARD HELMET / Washable Mesh Bag with 2 replacement cotton R1022 Ratchet Covers, R721 Nomex Ear/Neck Protector, and R635 Cotton Browpad for UST/FX/PX Helmets	\$45.00	\$225.00
1	1201420-105M	1201420-105M / GLOBE MANUF. / SUPREME BOOT SIZE 10.5M	\$585.00	\$585.00
5	F18H-0001-BK1S	F18H-0001-BK1S / Lakeland Industries, Inc. / Base Model - OTEP™ & Brass Eagle, Black, Satin	\$415.00	\$2,075.00
3	PXS**	PXS** / BULLARD HELMET / Fire Helmet, Structural, PX, Thermoplastic, Faceshield R330 4" Polyarylate PXSBLR350 / PX HELMET BLUE W/ RETRACT VISOR	\$354.00	\$1,062.00
1	F18H-0001-WH1S	F18H-0001-WH1S / Lakeland Industries, Inc. / Base Model - OTEP™ & Brass Eagle, White, Satin	\$415.00	\$415.00
1	F18H-0001-YL5S	F18H-0001-YL5S / Lakeland Industries, Inc. / Base Model - OTEP™ & Brass Eagle, Yellow, Satin	\$415.00	\$415.00
SUBTOTAL				\$6,273.00
TAX				0.00%
FREIGHT ESTIMATE				\$0.00
TOTAL				\$6,273.00

Quote Comments:

THANK YOU FOR YOUR BUSINESS!



BOARD OF CONTROL REQUEST FORM

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

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

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

1. Request Date: 5/6/26
2. Name of Department Submitting Request: Fire
3. Summary of Report:
A request from the Lorain Fire Department to make a purchase of the following necessary fire gear: Helmets, Fronts, Masks, Headnets, Boots and a Care Kit.
4. Name of Vendor: Atlantic Emergency Services
5. Amount: \$6,273.00
6. Number of account to be used for funding: 1010.S500.6700.1800

7. VENDOR DETAIL

Sole Source Vendor - Yes / No

State Purchasing Vendor - Yes / No

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

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



CITY OF LORAIN

Board of Control

2. d.

Meeting Date: 05/06/2026

Subject:

The Lorain Fire Department (LFD) requests the purchase of four (4) sets of Turnout Fire Gear for new hires. The purchase will be made through Municipal Emergency Services (MES). Quote provided from MES of \$16,785.00. To be paid from G/L account# 1010.S500.6700.1800 (New Equipment).

Attachments

MES Quote for New Turnout Gear

BOC Request form - LFD - New Turnout Gear



(877) 637-3473

Quote

Quote # QT2062748
Date 04/23/2026
Expires 05/08/2026
Sales Rep Jesberger, Michael
PO # Gear - 4 sets
Shipping Method FedEx Ground
Customer LORAIN FIRE DEPT (OH)
Customer # C216378

Bill To

CITY OF LORAIN FIRE DEPT
 200 WEST ERIE ST
 LORAIN OH 44052
 United States

Ship To

CITY OF LORAIN FIRE DEPT
 1350 Broadway
 LORAIN OH 44052
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	OHLORA00105		OHLORA00105 HFRP Tail Coat LTO 17BR Tail Coat - Black	4	\$2,430.00	\$9,720.00
Custom HFRP Pro Fit Pant	OHLORA00106		OHLORA00106 Custom HFRP Pro Fit Pant MPL 17BR Pro Fit Pant - Black	4	\$1,760.00	\$7,040.00

Subtotal \$16,760.00

Shipping Cost \$25.00

Tax Total \$0.00

Total \$16,785.00

Contact: ryan bowers

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2062748



**BOARD OF CONTROL
REQUEST FORM**

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

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

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

1. Request Date: 05/06/26
2. Name of Department Submitting Request: Fire
3. Summary of Report: A request from the Lorain Fire Department to make the purchase of four (4) sets of Turnout Gear (turnout pants and coats per attached specifications) for new hires.
4. Name of Vendor: Municipal Emergency Services (MES)
5. Amount: \$16,785.00
6. Number of account to be used for funding: 1010.S500.6700.1800 (New Equipment)

7. VENDOR DETAIL

Sole Source Vendor - Yes No

State Purchasing Vendor - Yes / No

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

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



CITY OF LORAIN

Board of Control

2. e.

Meeting Date: 05/06/2026

Subject:

A request from the Lorain Utilities Billing & Meter Department for a purchase order with Neptune Equipment/Neco in an amount not to exceed \$300,000 per year for the purchase of meters and supplies. Ordinance 41-25 passed council on 4/21/25. Funding GL Accounts 6020.P602.6100.6700.1303 Water Works, Accounting, Meters and 6130.P613.6100.6700.1303 Water Pollution Control, Accounting, Meters.

Attachments

BOC - Billing & Meter - Purchase of Meter & Supplies - Neptune Equipment

Ordinance 41-25

A23-023



**BOARD OF CONTROL
REQUEST FORM**

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

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

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

- 1. Request Date: 4/29/26
- 2. Name of Department Submitting Request: Lorain Utilities Billing & Meter Department
- 3. Summary of Report: A request from the Lorain Utilities Billing & Meter Department for a purchase order with Neptune Equipment/Neco in an amount not to exceed \$300,000 per year for the purchase of meters and supplies. Ordinance 41-25 passed council on 4/21/25. Funding GL Accounts 6020.P602.6100.6700.1303 Water Works, Accounting, Meters and 6130.P613.6100.6700.1303 Water Pollution Control, Accounting, Meters.
- 4. Name of Vendor: Neptune Equipment
- 5. Amount: Not to exceed \$300,000.00
- 6. Number of account to be used for funding: 6020.P602.6100.6700.1303 Water Works, Accounting, Meters and 6130.P613.6100.6700.1303 Water Pollution Control, Accounting, Meters.

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? Yes / **No**
- 10. If necessary, has City Council approved and when? Ord. 41-25 4/21/25

ORDINANCE NO. 41.25

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO CONTRACT WITHOUT COMPETITIVE BID WITH THE NEPTUNE EQUIPMENT COMPANY FOR THE PURCHASE OF METERS AND 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 contract for the purchase of the following items for use by the Lorain Utilities Department, Billing & Meter Sub-Department in an amount not to exceed \$350,000 per year based on historical costs and projected inflation/tariffs.

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, 2025 to December 31, 2026.

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.

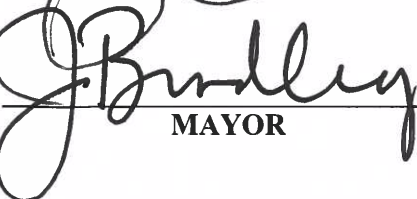
SECTION V: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 21, 2025

ATTEST: Brammwell, CLERK

APPROVED: April 22, 2025



PRESIDENT OF COUNCIL


MAYOR



CITY OF LORAIN

City Council Regular Meeting

10. f.

Meeting Date: 04/21/2025

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO CONTRACT WITHOUT COMPETITIVE BID WITH THE NEPTUNE EQUIPMENT COMPANY FOR THE PURCHASE OF METERS AND 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 contract for the purchase of the following items for use by the Lorain Utilities Department, Billing & Meter Sub-Department in an amount not to exceed \$350,000 per year based on historical costs and projected inflation/tariffs.

RECOMMENDATION TO COUNCIL:

Passage

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: 350000
List of Funding Source and/or Account Number: Budget
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Funds have been budgeted and approved for FY 2025. Total is split 50/50 between Water and Wastewater Funds.

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	04/14/2025 10:52 AM
Mayor Bradley	Jack Bradley	04/14/2025 10:55 AM
JKoziura	Joseph Koziura	04/14/2025 11:16 AM
P. Riley	Michele Beko	04/15/2025 11:14 AM
Form Started By: Joe Carbonaro		Started On: 04/10/2025 11:45 AM
Final Approval Date: 04/15/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo	Absent	
Henley	Absent		Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

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

TABLE OF CONTENTS

ORDINANCE – 206-22

BOARD OF CONTROL MINUTES – 01/04/2023

CONTRACT

W9

BUSINESS REGISTRATION FORM

CERTIFICATION OF CONTRACTOR

SYSTEM FOR AWARD MANAGEMENT: CERTIFIED SEARCH FOR FINDINGS

OHIO AUDITOR: CERTIFIED SEARCH FOR UNRESOLVED FINDINGS FOR RECOVERY

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:

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 1/2" 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. That the purchase of all supplies described herein shall be for the period Jan 1, 2023 to December 31, 2024. 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

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:
----------	---------------

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: (613) 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: *Nicole A. Laber*

(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: *Nicole A. Laber*

(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><u>\$ 2,094,493,130</u></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><u>\$ 554,517,555</u></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>

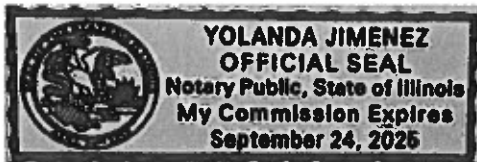
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western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



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.

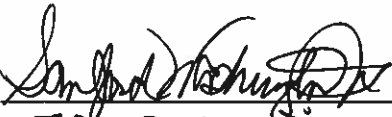
18.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force 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.

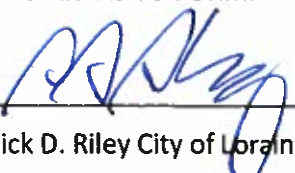
City of Lorain Ohio

Seller

By: 
Its: Sevier 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 Jr.
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



CITY OF LORAIN

Board of Control

2. f.

Meeting Date: 05/06/2026

Subject:

An emergency request from the Lorain Utilities Purification Department for a purchase order in the amount not to exceed \$15,000.00 with EnviroServe Inc to finish neutralizing a contained sodium hydroxide spill at the plant, test pH and send pH results proving neutralization. Funding GL Account 6020.P602.6440.6300.1500 Contractual Service.

Attachments

BOC - Purification - EnviroServe - Sodium Hydroxide Spill Cleanup
EnviroServe Quote



BOARD OF CONTROL REQUEST FORM

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

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

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

- 1. Request Date: 04/24/26
- 2. Name of Department Submitting Request: Utilities – Purification
- 3. Summary of Report: An emergency request from the Lorain Utilities Purification Department for a purchase order in the amount not to exceed \$15,000.00 with EnviroServe Inc to finish neutralizing a contained sodium hydroxide spill at the plant, test pH and send pH results proving neutralization. Funding GL Account 6020.P602.6440.6300.1500 Contractual Service.
- 4. Name of Vendor: EnviroServe, Inc
- 5. Amount: \$15,000 (not to exceed)
- 6. Number of account to be used for funding: 6020.P602.6440.6300.1500 (Contractual Services)

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No** State Purchasing Vendor - Yes / **No**

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

- Vendor #1 EnviroServe, Inc. – Not to exceed \$15,000
- Vendor #2 BJAAF Environmental – Outside of scope
- Vendor #3 _____
- Vendor #4 _____

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

Company Name: _____

Point of Contact: _____

Phone: _____

Email: _____

Emergency Response Authorization

Procedures and Customer Information



We understand the urgency of emergency situations and are committed to responding promptly to your request. However, we require written authorizations before we can proceed.

Please review the Emergency Response Agreement with Rate Schedule and credit applications attached to this document. If you have any questions or need clarification, do not hesitate to ask. If you agree to the terms, please sign and return page one immediately to authorize EnviroServe's response.

Please also complete and sign the Customer Information page and submit it to EnviroServe as soon as possible, preferably by the next business day.

Next Steps:

1. Required **Immediately**:
 - a. Review the Emergency Response Agreement and Attachment.
 - b. If you agree to the terms, sign, and return page two to authorize the response.
 - c. If applicable, sign page three to authorize a credit card transaction.

2. Required on the next business day:
 - a. Complete, sign, and submit the Customer Information page.

Authorization Form for Single Credit Card Payment

By signing this form, you acknowledge and agree to the following terms and conditions:

1. You authorize EnviroServe Inc. to initiate a debit entry to your account for the amount indicated below.
2. This authorization is limited to a single transaction and does not provide authorization for any additional unrelated debits or credits to your account.
3. You understand that you have the right to revoke this authorization at any time by providing written notice to EnviroServe Inc., and that revocation of this authorization will not affect any prior debits or credits processed by EnviroServe Inc.
4. You agree to receive a detailed invoice describing the charges associated with the transaction.

Name: _____

Billing Address: _____

City, State, Zip Code: _____

Phone #: _____

Email: _____

Amount (USD): \$ _____

Account type: Visa ____ MasterCard ____ AMEX ____ Discover ____

Cardholder name:	
Last four digits of card:	
Expiration date:	

By signing this payment authorization form, I hereby authorize the above-named business to charge the credit card indicated above, according to the terms outlined in this form. This payment authorization is solely for the goods/services described above, for the specified amount only, and is valid for a one-time use only. I certify that I am an authorized user of this credit card, and I will not dispute the payment with my credit card company, provided that the transaction corresponds to the terms indicated in this form.

Signature: _____ **Date:** _____

Customer Information

CUSTOMER NAME

Customer Name: _____ Date: _____

Name of DBA: _____

BILLING ADDRESS INFORMATION

Street or PO Box: _____

City: _____

Province/State: _____

Mail Code: _____

Country: _____

CONTACT INFORMATION

Main Contact Name: _____ Title: _____

Email: _____ Phone: _____

Secondary Contact Name: _____ Title: _____

Email: _____ Phone: _____

ACCOUNTS PAYABLE CONTACT INFORMATION

AP Contact Name: _____ Title: _____

*AP Email: _____ Phone: _____

*Use this email for monthly statements?

_____ Different?

BILLING INFORMATION

Payment Terms: Net 30

Tax ID/EIN Number: _____

Billing System/Invoicing Portal
(ie. Coupa, Ariba, etc.): _____

Invoice Requirements
(ie. PO required, contract #, etc.): _____

Paying Entity Name: _____

Tax Exempt?: _____

****Please attach exemption certificate if applicable****

FORM COMPLETED BY

The information provided above is true and correct.

Printed Name _____

Date _____

Request for Taxpayer Identification Number and Certification

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

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.

Social security number									
				-					
or									
Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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
------------------	--------------------------	------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TERMS AND CONDITIONS

The following terms and conditions apply to all materials sold and services provided by EnviroServe Inc. ("EnviroServe") to the Client named on the face sheet of this Agreement and are applicable to any subsidiary and/or affiliate of Client that EnviroServe sells materials to or provides services to on such Client's behalf.

1. Entire and Sole Agreement.

- 1.1 These terms and conditions, along with any terms provided by EnviroServe in its Quotation, Proposal, or on the face sheet of this Agreement, shall constitute the entire and sole agreement ("Agreement") between EnviroServe and Client as to the goods sold and/or services provided and shall supersede all prior oral or written agreements by and between EnviroServe and Client. These terms and conditions may not be modified, altered or canceled without the express written agreement signed by both EnviroServe and Client. In the case of any inconsistency between these terms and conditions and any other terms, conditions, or provisions, then the terms and conditions set forth herein shall expressly control. Client expressly waives all provisions contained in any correspondence or forms involved in this transaction which negate, limit, extend or conflict with the terms and conditions stated herein. Client agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by EnviroServe, its employees, agents or representatives other than as expressly set forth herein or on the face sheet hereof. If any portion of this Agreement is deemed to be illegal or unenforceable by a court of law, then the validity of the remaining portions or provision shall not be affected and shall remain in full force and effect. Notwithstanding the preceding sentence, if EnviroServe in its sole discretion determines that the absence of the eliminated provision is contrary to the original intention of the parties, then EnviroServe shall have the right to terminate the Agreement.
- 1.2 Client's engagement of EnviroServe represents Client's acceptance of this Agreement, which constitutes the entire understanding and supersedes any prior or subsequent communications, representations or agreements of the parties, whether oral or written, including Client's additions or different terms and conditions that may be contained in any purchase order, work order, acknowledgment form, manifest or other document referenced, incorporated, and/or provided by Client to EnviroServe, to which notice of objection is hereby given. Any terms and conditions referenced, incorporated, and/or provided by Client, and any Client additions, subtractions, or edits to the terms and conditions stated herein, are void and of no effect.
- 1.3 EnviroServe shall perform in accordance with generally accepted industry principles and practices, in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

2. Personnel and Safety.

- 2.1 EnviroServe's personnel endeavor to conduct field activities in such a manner as to protect themselves and others from accidents and injury. EnviroServe's personnel use their own safety equipment (hard hat, protective clothing and eyewear, respirator, etc.) unless otherwise

- instructed. Client agrees to notify EnviroServe in writing before the work proceeds in the event Client is aware of a special safety need.
- 2.2 EnviroServe shall have the right to subcontract any or all of the work covered by the Agreement. Any assignment of this Agreement or any rights hereunder by Client without written consent of EnviroServe shall be void.
- 2.3 EnviroServe will perform the services as an independent contractor. For the purposes of its performance hereunder, EnviroServe is not a servant, employee or other agent of Client. EnviroServe shall have the exclusive right to determine how its work or services will be accomplished and Client shall have no right to control and shall not control or direct the details, manner or means by which EnviroServe obtains or provides services to Client. EnviroServe may continue to offer its services to the general public. Except as may be provided for herein, neither party may enter into agreements, make commitments or incur liabilities or obligations on behalf of the other party. Nothing in this Agreement will be deemed to create an agency relationship, partnership or joint venture between EnviroServe and Client, each of which is expressly denied.
- 2.4 Client warrants to EnviroServe that Client has procured the requisite legal right, title, and interest necessary to provide EnviroServe legal access to the job site ("Site"). EnviroServe will take reasonable precautions to minimize any damage to the Site and adjoining properties. Client shall identify and locate the area to be serviced at the Site and shall identify and accurately mark all pipelines, utilities, and other facilities at or near the work area. EnviroServe is not charged with knowledge of any latent, concealed, or subsurface site conditions, and shall not be liable for: (i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables, human remains, burial markers, archeological sites, wetlands or hazardous materials or any wastes not identified in the Agreement) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by EnviroServe in connection with the services; (ii) concealed conditions encountered in the performance of the services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Agreement or information furnished to or obtained by EnviroServe; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered. Should EnviroServe encounter such conditions, the Parties shall agree on a revised Scope of Work providing for an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions. EnviroServe's duty to defend, indemnify and hold harmless, as provided in this Agreement and otherwise, shall not extend to any losses arising out of, resulting from, or in any way connected with, any such latent, concealed, or subsurface conditions.
- 2.5 Client agrees to de-energize, lock out, tag out, and ground any electrical equipment consistent with EnviroServe's schedule for services, provide utility services required for the performance of services; provide ventilation capacity, as specified, provide access to workrooms, toilet facilities, first-aid and medical facilities as available, for EnviroServe personnel; re-energize the equipment after servicing by EnviroServe. Client shall be responsible for all loss, damage, or injury to equipment that is de-energized including fuses, cutouts and switches, and shall operate its

equipment before, during and after servicing in accordance with state, local and federal laws. Client acknowledges that all equipment may be affected by operating conditions other than those for which the equipment was designed. Client recognizes that equipment is subject to failure at any point and failures may be brought about prematurely by excessive heating, overloading, shock loading, transient voltage surges, among other causes, all of which are within the exclusive control of Client. Client is aware that operating conditions, including examples stated above which contribute to the failure of equipment may exist prior, during and subsequent to the performance of the services. Client acknowledges that the operating conditions are under its exclusive control and that Client has elected to service its equipment, such choice having been made with full knowledge of the factors outlined above and after evaluation of the processing equipment, techniques, and procedures to be used by EnviroServe. Client assumes the risk of damage or loss of equipment from any cause whatsoever.

- 2.6 Client, its subsidiaries, affiliates or employees shall not solicit or otherwise offer employment to EnviroServe's employees, or former EnviroServe employees who had been employed by EnviroServe on the date of this Agreement, or EnviroServe's subcontractors during the time period of this agreement and for a period of five (5) years following the date on which EnviroServe last performs services under this Agreement unless there is mutual written consent in regards to a particular employee, former employee or subcontractor. Furthermore, Client will not, nor will it permit any of its directors, officers, employees, representatives, or agents to solicit, directly or indirectly, the business of, perform services, or provide materials to, or otherwise participate in discussions or negotiations with any vendor, supplier, or customer of Client that is introduced by EnviroServe to Client for a period of five (5) years following the date on which EnviroServe last performed services under this Agreement.

3. Confidential Information/Trade Secrets.

- 3.1 During the conduct of specific assignments, either party may obtain, directly or indirectly, Confidential Information proprietary to the other. Accordingly, each party agrees to maintain, as secret and confidential, all of the other party's Confidential Information, and agrees to not disclose it to others or use it without specific authorization from the party which provided the Confidential Information, except as may be required to perform its obligations under this Agreement or as required by law or other legal process. Media requests for information will be directed to Client or its designated representative.
- 3.2 For purposes of this Agreement, "Confidential Information" means: all confidential or proprietary information, including, without limitation, designs, data, ideas, drawings, specifications, trade secrets, formula, technical experience, financial data, financial information, specifications, products, and other products and services, and other valuable, confidential and proprietary information, which may be disclosed by a party to the other, whether or not marked as such. The term "Confidential Information" does not include information that: (a) is or becomes generally available to the public other than as a result of a disclosure by a party in breach of this Agreement; (b) was rightfully available to a party on a non-confidential basis prior to its disclosure by one party to the other; (c) becomes available to a party from a source other than the other, provided that the source is not (to the knowledge of the receiving party) bound by a contractual, fiduciary

obligation or other obligation of secrecy; or (d) is developed by a party independent of any Confidential Information of the other. At all times, the Parties agree not to disclose to any person or entity any Confidential Information of the other. Furthermore, each party retains exclusive ownership of all of its Confidential Information, and the receiving party obtains no license or other rights thereto. The Parties hereby agree that if the other breaches this section, it shall incur irreparable injury and harm and money damages would be an insufficient remedy, and as such, and in addition to all other remedies, the aggrieved party shall be entitled to seek injunctive relief restraining the other from further breach of this section.

- 3.3 Each party may: (a) disclose Confidential Information to its attorneys, accountants, other professional advisors, and permitted subcontractors, to the extent, necessary to perform or enforce any obligation under this Agreement; (b) retain back-up copies of the Confidential Information in its computer systems to the extent that routine computer back-up procedures create copies in the associated back-up, archival, or cloud based computer storage system, and (c) retain one copy of any Confidential Information as required to ensure compliance with any applicable state or Federal statutes, laws or regulations, provided in each instance that any such Confidential Information so retained shall remain subject to the provisions of this Confidentiality Agreement.

4. Waste.

- 4.1 Hazardous and/or non-hazardous materials and waste(s) ("Waste") may be created, handled, stored, transported, and/or disposed of during the performance of services by EnviroServe. Client agrees that Client at all times is the generator of the Waste, and retains sole responsibility, title and ownership of the Waste, from the time of original creation of the Waste until it is received and accepted by the final treatment/disposal facility, including during any times in which Client receives assistance, handling, transportation, storage or other services from EnviroServe.
- 4.2 Nothing contained in this Agreement shall be construed or interpreted as requiring or deeming EnviroServe to assume the status of generator as that term appears within the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq, as amended or within any state statute governing the generation of waste. Client agrees that EnviroServe shall not take ownership of, or be deemed a generator of, the Waste, or of any soils, containers, hazardous materials, hazardous waste, or other items handled, collected, transported and/or disposed of pursuant to this Agreement.
- 4.3 Client acknowledges responsibility for making all disclosures or reports required by any law or procedure to any third party, including but not limited to governmental authorities and State and US Environmental Protection Agencies.
- 4.4 In no event shall EnviroServe be liable for the acts of third parties, or for loss or damage which is caused or alleged to be caused by, arise out of, or relate to the use or failure of tanks, boxes, bins, lines, utilities, underground structures, or other equipment leased to, rented to, used by or belonging to Client, or which is used by EnviroServe or left on site by EnviroServe in connection with the goods or services provided under this Agreement. Without limiting the foregoing, in no

- event shall EnviroServe be liable for unknown site conditions, or for release, discharge, spillages or disposal from equipment, realty or facilities which are not then in EnviroServe's actual custody, possession and control, and Client agrees to indemnify and hold EnviroServe harmless with respect to such release, discharge, spillages or disposal.
- 4.5 Client agrees to be responsible to select and approve the method of treatment / disposal, and the treatment / disposal facility(s) for the Waste. Client agrees to provide EnviroServe with properly executed Waste Profile Sheet(s), which accurately and completely describes each type of Waste material, within 24 hours of the creation of the Waste. In the event that executed Waste profiles are not received by EnviroServe within this 24-hour time period, Client agrees to pay EnviroServe a daily Waste Handling fee as listed in the Proposal Rate Schedule (subject to a \$1,000 minimum charge), for each day thereafter, until the executed Waste Profile Sheet(s) are received by EnviroServe.
- 4.6 Waste Profile Sheets provided by Client shall include: Client's name; identification of Generator of the Waste; date; type of Waste material (e.g., spent acids); source of waste material (e.g., electroplating vat); form of waste material (e.g., liquid); shipping unit (e.g., 55 gallon metal drum); characteristics, including type, source, and toxic constituents; EPA waste codes; and a signature of an authorized representative of Client. Client represents that all information on its Waste Profile Sheet(s) is accurate.
- (a) EnviroServe may provide Client with partially completed waste profile(s) for review and signature. Client agrees to accept sole responsibility to review and correct this information, as necessary.
 - (b) Client agrees that EnviroServe is under no obligation to transport any Waste until Client has provided EnviroServe with properly completed Waste Profile Sheet(s).
 - (c) Client agrees to authorize EnviroServe to sign waste documentation (i.e. shipping documents, manifests) as an agent of Client. Client agrees that EnviroServe does not accept title, generator responsibility or liability, while acting as Client's agent.
- 4.7 Waste not accurately identified by Client on the Waste Profile Sheet shall be deemed Nonconforming Waste. Client shall defend, indemnify and save harmless EnviroServe, including its respective officers, directors, agents, employees, affiliates, parents and subsidiaries, of and from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, losses or liability, in law or in equity, of every kind in any nature whatsoever related to or caused by Nonconforming Waste, including without limitation, reasonable charges for the handling, transportation, testing, collection, management, storage, and disposal of any Nonconforming Waste, and all time, expense, costs, damages and fines incurred relative to such Nonconforming Waste. Risk of loss and title to Nonconforming Material shall at all times remain with Client (as if not accepted by EnviroServe, as if EnviroServe had not accepted custody or possession). Client agrees to promptly accept the return of any Nonconforming Waste, and of materials which are not accepted by the designated transfer location (or disposal facility). Any obligations imposed on

EnviroServe, including those to defend, indemnify and/or hold harmless, shall not apply to the extent the losses were caused by or relate to Nonconforming Waste.

5. Pricing and Payment.

- 5.1 Client agrees to pay EnviroServe for services including all costs, expenses and fees incurred by EnviroServe in the course of performing under this Agreement including but not limited to travel, per diems, mobilization, demobilization, labor, equipment, materials, project management and supervision in accordance with EnviroServe's Proposal Rate Schedule attached hereto as an Appendix to this Agreement.
- 5.2 Client agrees to pay EnviroServe for additional items not detailed in the Service Rate Schedule or items subject to regional variance as a cost plus item. Cost plus is the actual invoice cost for an additional item plus the percentage indicated in the Proposal Rate Schedule. Projects requiring prevailing wages will require a revised rate schedule specific to that project. EnviroServe's compensation does not include sales, use, excise or similar taxes, and such taxes applicable to the services, if any, shall be paid by Client. The Service Rate schedule includes the cost of the EnviroServe basic medical monitoring program. Any special medical monitoring required by Client or by the nature of the work will be added to the project scope for which Client agrees to reimburse EnviroServe as an additional cost plus item.
- 5.3 If, subsequent to the date of this Agreement, (a) any new law, regulation or requirement is promulgated or the interpretation or enforcement of any existing law, regulation or requirement is changed, or (b) Client or any third party adopts any new procedure or policy, or amends any existing procedure or policy, which increases EnviroServe's costs, EnviroServe will compute the cost changes and adjust EnviroServe's rates to reflect such changes. Client will have the right to review EnviroServe's calculations for changes hereunder prior to the change going into effect; provided that any such change will be effective from the date on which EnviroServe begins to incur such additional costs.
- 5.4 Client agrees to pay EnviroServe invoices within thirty (30) days of the invoice date (or if different, within the terms listed in the Proposal Rate Schedule) and shall not delay payment for any reason, including but not limited to being a party to an insurance claim, lack of insurance, delays in providing documentation, and/or invoice dispute. Client agrees to accept and be responsible for a finance charge of 1-1/2% per month on all past due invoices. In the event that forcible collection action is required, Client shall reimburse EnviroServe for all costs of the collection action, including reasonable collection agency fees, attorney fees and court costs. Client hereby authorizes any insurance company involved to pay EnviroServe directly for services provided.
- 5.5 EnviroServe may, without liability or obligation, withhold its services under this Agreement if Client fails to timely pay amounts invoiced by EnviroServe that are not timely disputed in writing and in good faith by Client.
- 5.6 In the event that EnviroServe provides documentation for the services provided, Client agrees to promptly review and return draft documents to EnviroServe within five (5) days from receipt.

Client agrees that delays in providing documentation shall not delay payment by Client to EnviroServe.

- 5.7 Client hereby authorizes EnviroServe to conduct credit checks and verification of the financial condition and ability to pay of Client. Upon request, Client agrees that EnviroServe will have the right, at its expense, to examine, audit, copy, or inspect the books, records, and accounts of Client pertinent to the purpose of verifying the accuracy of the performance of Client under this Agreement.
- 5.8 EnviroServe may, upon thirty (30) days written notice, make changes to the terms and conditions of this Agreement with respect to the scope and performance hereunder. If such change causes an increase in the price, fees, or time period for the performance of the services, this Agreement shall be modified accordingly. Client has the right to object to said changes, and shall do so, if at all, within said thirty (30) day period. If the Parties fail to agree on such modifications, EnviroServe shall have the right to terminate this Agreement with no further liability or obligations hereunder. EnviroServe shall not be bound by any change orders unless signed by a duly authorized representative of EnviroServe.

6. Insurance, Indemnification and Limited Warranty.

- 6.1 EnviroServe agrees to maintain the following types and amounts of insurance coverages:
- (a) Worker's Compensation insurance with statutory limits as required by laws applicable to and covering employees of EnviroServe engaged in performance of the work and Employer's Liability insurance protecting EnviroServe against liability in the absence of Worker's Compensation statutory liability or where Worker's Compensation statutory liability does not apply, for employee bodily injury with limits of \$1,000,000 per occurrence.
 - (b) Commercial General Liability insurance for bodily injury, property damage, personal injury, contractual liability and products completed operations with limits of \$1,000,000 per occurrence.
 - (c) Automobile liability insurance including non-owned and hired vehicle coverage with limits of \$1,000,000 combined single limit and coverage will include the MCS 90 endorsement and CA 9948 (Broadened Pollution Liability) endorsement or equivalent.
 - (d) Contractors Pollution Liability insurance including bodily injury, property damage, clean up, and contractual liability coverage for any pollution damages resulting from the operations outlined in this Agreement with limits of \$1,000,000 per occurrence.
- 6.2 EnviroServe will, upon written request, furnish Client a certificate of insurance evidencing the coverage. EnviroServe will provide Client with thirty (30) days prior written notice in the event of cancellation.

6.3 (a) EnviroServe shall indemnify, defend and hold harmless the Client, its directors, officers, agents, employees, parent entity, subsidiary entity, and subcontractors (each an Indemnified Client Party) from and against any and all claims, causes of action, suits, losses, costs, fines, taxes, penalties and damages, including, reasonable attorneys' fees ("Losses"), related to personal injury, illness, disease, death, or property damage, to the extent caused by the negligence, willful misconduct, errors, or omissions of EnviroServe, its subcontractors, or its employees, and which relate to the performance or non-performance of the Services; provided, however, EnviroServe's duty to defend, indemnify and/or hold harmless shall not apply to the extent the Losses were caused by the actions or omissions of any Indemnified Client Party;

(b) Client shall indemnify, defend and hold harmless EnviroServe, its directors, officers, agents, employees, parent entity, subsidiary entity, and subcontractors (each an Indemnified EnviroServe Party) from and against any and all claims, causes of action, suits, losses, costs, fines, taxes, penalties and damages, including, reasonable attorneys' fees ("Losses"), related to personal injury, illness, disease, death, or property damage, to the extent caused by the negligence, willful misconduct, errors, or omissions of Client, its subcontractors, or its employees, and which relate to the performance or non-performance of the Services; provided, however, Client's duty to defend, indemnify and/or hold harmless shall not apply to the extent the Losses were caused by the actions or omissions of any Indemnified EnviroServe Party;

(c) Notwithstanding the foregoing, or anything in this Agreement to the contrary:

(i) in no event shall EnviroServe be liable for consequential, incidental, special, exemplary, or punitive damages, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of the possibility of such damages, and/or (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Consequential damages, as used herein, shall be deemed to include loss of use, loss of income, loss of revenue, lost profits, loss of financing, loss of business, loss of reputation, business interruptions, liquidated damages, and/or loss of productivity or services; and

(ii) any obligation or duty on EnviroServe, including those to defend, indemnify and/or hold harmless, shall not apply to the extent caused by or relate to Nonconforming Waste.

6.4 LIMITED WARRANTY. For a period of one (1) year from performance, EnviroServe warrants its products and/or services shall: (a) conform to the Agreement, (b) meet the standard of care set forth herein, (c) be of merchantable quality, (d) be in full compliance with all applicable laws, codes, rules and regulations, (e) incorporated into its work shall be new (unless otherwise specifically agreed between the Parties in the applicable quotation or proposal); (f) be performed with competent and skilled personnel.

THE FOREGOING LIMITED WARRANTY IS ENVIROSERVE'S ONLY WARRANTY LIABILITY, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENVIROSERVE HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR OTHER WARRANTIES, CONDITIONS OR TERMS OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No

representative is authorized to change this limited warranty in any way or grant any other warranty on behalf of EnviroServe. This limited warranty does not extend to any component parts or individual parts not manufactured by EnviroServe; however, EnviroServe's limited warranty herein shall not limit any warranties made by manufacturers of component or individual parts which may extend to Client. Client specifically agrees that all environmental remediation projects are excluded from any warranty.

Any lawsuit and/or arbitration proceeding against EnviroServe must be brought, if at all, within 12 months from the date of the service of EnviroServe which gives rise to the claim. Lawsuits and/or arbitration proceeds brought after said date are waived and void.

- 6.5 EnviroServe shall not be responsible for any damage or injury resulting to or caused by any products or services for any reason, including without limitation, by reason of installation by Client, improper storage, unauthorized service, alteration of the products, neglect or abuse or the use of the products in a manner inconsistent with its design. EnviroServe shall not be liable for any delays or losses caused by Client's error. Client acknowledges and agrees that if Client identifies specific applications for the use of EnviroServe's products or services, EnviroServe shall not be responsible for any deviations from the applications or nondisclosure of Client of any additional information, including, but not limited to Client's failure to properly install the products. If designs, specifications, intellectual property, procedures, processes, tools, or equipment are specified by Client, the parties agree that Client is exclusively responsible for all such items and EnviroServe shall have no responsibility therefore. EnviroServe shall not be responsible for the correctness or adequacy of any design details, plans, or material not furnished by EnviroServe. The parties further agree that EnviroServe shall not be responsible for any products which have been modified or integrated with other products not designed or selected by EnviroServe. EnviroServe shall not be liable for any delays or losses caused by the Client's error.
- 6.6 Within five (5) days of the completion of the services by EnviroServe, Client shall inspect the products and services, and claims for corrections from Client must be made in writing to EnviroServe within said five (5) day period. If a claim is not made within said five (5) day period, the services shall be deemed accepted. Upon receipt of written notice in compliance with the time period above, EnviroServe shall have the right to inspect and investigate to determine the validity of the defect. To the extent EnviroServe determines that there is a defect for which EnviroServe is responsible hereunder, then in such case EnviroServe's sole obligation is to correct the defect to conform with the requirements of this Agreement; however, EnviroServe shall have no liability to correct or replace any items caused by Client or its affiliated companies, officers, employees, shareholders, contractors, subcontractors, agents, successors and assigns.
- 6.7 EnviroServe's liability for any claim of any kind, or for any damage arising out of or in connection with or resulting from this Agreement, or from the performance or breach thereof, shall in no case exceed the price or fees allocable to the products or services respectively, or any part thereof, which directly gives rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER ENVIROSERVE, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES WILL BE LIABLE TO CLIENT (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR ANY SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF CLIENT HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT.

6.8 Client hereto warrants and represents that Client's execution and delivery of this Agreement has been duly authorized by proper action and that the same is a binding obligation of Client enforceable in accordance with its terms. Client further warrants and represents that it is solvent, is able to meet its debts and liabilities as they become due as of the date of this Agreement, and any change in such financial condition after the commencement of this Agreement shall be immediately provided to EnviroServe in writing.

7. Default and Termination.

7.1 In the event that Client fails to pay any amount due to EnviroServe, or otherwise breaches any obligation or covenant contained in this Agreement, or any other agreement with EnviroServe, EnviroServe may, in its discretion, in addition to all other remedies to which EnviroServe may be entitled without affecting an election of remedies, cancel or terminate all obligations to Client upon notice to Client, or suspend performance by EnviroServe as described in Section 7.2 below until Client pays for such charges or amounts, or terminate this Agreement. Furthermore, in the event of a cancellation or termination by EnviroServe due to default of Client, EnviroServe shall be entitled to any and all damages under law, including, without limitation, lost profits, lost business, consequential, incidental, special, or indirect damages, and all other losses, costs, expenses and damages incurred by EnviroServe.

7.2 EnviroServe shall have the right, by written notice to Client (or, in the case of (b) below by verbal instruction followed up immediately by written notice), to suspend the work or any part thereof to the extent detailed in the notice, for any of the following reasons: (a) in the event of a breach or default on the part of Client, including without limitation, the failure to pay any amount due and owing hereunder; or (b) in the event that suspension is necessary for the proper performance or safety of the services, or the safety of EnviroServe's personnel. If the period of any suspension exceeds ten (10) days, EnviroServe shall have the right to terminate this Agreement.

7.3 EnviroServe may immediately terminate this Agreement upon the following: (a) a breach by Client of any covenant, obligation or representation contained in this Agreement, or any other agreement with EnviroServe, including, without limitation, failure to make payment of the amounts due and owing hereunder to EnviroServe; (b) in the event Client ceases as a going concern, or becomes subject to or a party of any bankruptcy or insolvency proceeding, enters into receivership, assigns any of its assets for the benefit of creditors, is unable to meet its liabilities as they become due, or ceases to exist as an entity under the laws of its home state; or (c) EnviroServe provides Client with thirty (30) days' written notice of termination. Upon termination for any reason, EnviroServe shall have no further liabilities or obligations to Client hereunder, including without limitation any covenants of EnviroServe to Client in any other agreement, and EnviroServe shall be entitled to payment for any and all services rendered and

products provided up through and including the termination date, as well as any and all costs and expenses incurred in preparation for the performance of services, the securing of products, labor, materials related thereto, the storage of material, and utilization and transportation of machinery, equipment and products. Furthermore, upon a termination, EnviroServe shall not be responsible for any incomplete services or documentation as a result of the termination.

8. Force Majeure.

- 8.1 Force Majeure Defined. For purposes of this Agreement, “**Force Majeure**” will mean any act of God; act of public enemy; blockade; oil embargo; insurrection; strike or labor disputes; riot; disorder; civil disturbance; fire; explosion; flood; landslide; washout; labor or material shortage; boycott; embargo; act of military authorities; act of local, state or federal agencies or regulatory bodies; pandemic; epidemic; court action; arrest and restraint; and, without limitation by enumeration, any other cause or causes, to the extent not reasonably within the control and occurring without the fault or negligence of the party claiming Force Majeure; provided, however, that in no event will a lack of funds or any event caused or contributed by a lack of funds be a Force Majeure event.
- 8.2 Performance Excused. Either party will be temporarily excused from performance and not be considered to be in default with respect to any obligation hereunder if, and to the extent that, its failure of or delay in performance is directly due to a Force Majeure event; provided that such party gives prompt written notice to the other party stating the nature of the event, its potential effect, the anticipated duration thereof, the fact that such party is invoking the provisions of this Section 8.2, and any action being taken to avoid or to minimize its effect. A delay in giving such notice will not preclude the party from later delivering an appropriate notice under this Section and claiming the benefit of this Section 8.2 from the time actual notice is given. The suspension of performance due to the Force Majeure event will be of no greater scope, and no longer duration, than reasonably required, and the party experiencing the Force Majeure event will promptly use commercially reasonable efforts to remedy or reduce its inability to perform. Notwithstanding the foregoing, Client will not be relieved of its payment obligations under this Agreement during any Client-declared Force Majeure event. Client will be relieved of its payment obligations under this Agreement during any EnviroServe-declared Force Majeure event only to the extent EnviroServe is unable to provide services.
- 8.3 EnviroServe shall not be responsible for any failure or delay in performance of any obligations hereunder caused by order or requisition of the Government of the United States, or any state or territory thereof, or any government sub-division thereof, or any government or war activity or embargoes, fire, riots, epidemics, floods, accidents, strikes, restraining orders, decrees of any court, or acts of God which shall interfere with its performance hereunder.
- 8.4 Each party will, in the event it fails or is unable to perform the requirements of this Agreement by reason of any Force Majeure, promptly notify the other party.

9. Disputes.

- 9.1 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled first by discussion between Client and EnviroServe's designated representative. If a resolution cannot be reached between those persons within ten (10) business days of the identification of the controversy or claim in a written notice from one party to the other, then such controversy or claim shall be resolved pursuant to arbitration to be held in the County in which EnviroServe's services were performed, or were to be performed, in accordance with the Rules of (but not specifically by) the American Arbitration Association, and judgment upon the award tendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 9.2 In the event arbitration or litigation is initiated by or against EnviroServe by Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment or decision in arbitration favorable to EnviroServe, Client shall reimburse EnviroServe for all of its reasonable attorneys, consultants, and experts' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost of the time devoted to the defense of such litigation by EnviroServe's employees as determined by EnviroServe's normal hourly billing rates at the time such expenses are incurred.
- 9.3 In the event of a breach or violation by Client of this Agreement, or any other agreement between the parties hereto, or in the event of any dispute or controversy hereunder, in such event, Client shall pay EnviroServe Inc. for any and all reasonable attorneys' fees incurred in enforcing the terms hereof, or otherwise resolving any disputes with Client.
- 9.4 The rights and remedies reserved to EnviroServe in this Agreement shall be cumulative, and additional to all other or further remedies provided in law or equity.
- 9.5 Notwithstanding anything above, EnviroServe shall have the right to seek injunctive relief and a restraining order where it deems necessary and shall not be required to pursue such claims in arbitration as otherwise provided above.

10. Miscellaneous.

- 10.1 Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the state in which EnviroServe's services are performed, and the Parties hereby agree to submit to exclusive jurisdiction and venue in the common pleas court in the county and state where the services are performed, and/or the district court having jurisdiction over the county and state where the services are performed.
- 10.2 ESG Commitment Clause. EnviroServe acknowledges the importance of Environmental, Social, and Governance (ESG) principles in conducting its business activities. Both parties agree to collaborate and support initiatives that promote sustainable practices, social responsibility, and ethical governance.
- 10.3 UST. To the extent EnviroServe's work includes or involves the handling, movement, removal of,

- drilling, accessing, cleaning, disposal, and/or transportation of containers, vessels, or tanks, including underground storage tanks (“Tanks”), and/or materials in Tanks, Client understands and acknowledges that there is a potential risk for a Tank’s contents to be released into the soil and/or groundwater due to the Tank(s) age and condition and the nature of the removal/drilling process. Releases can occur from Tank(s) which are known to exist and from Tank(s) which were not known to exist. EnviroServe will perform the services in accordance with the standard of care set forth herein; however, Client agrees to forever release, hold harmless, defend and indemnify EnviroServe against any and all claims, actions, demands, costs, liabilities, obligations, expenses (including but not limited to attorney fees and court costs) or losses arising out of or resulting from the release of the contents of any Tank(s) to the extent related to the age or condition of the Tank(s). Client understands, acknowledges and consents to EnviroServe’s use of heavy equipment which may cause damage to the Tanks, surfacing, grading and/or landscaping at the property. Even after backfilling, settling may occur in and around the area where the Tanks/excavation were formerly located and that the area may not be suitable for building purposes. EnviroServe does not accept responsibility for maintenance, repair and safety of the Site following excavation/drilling/backfilling.
- 10.4 Notices. All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day it is deposited in the U.S. mail, postage pre-paid, certified or registered, return receipt requested, or with a reputable overnight carrier such as Federal Express or United Parcel Service, at the address of the other party. All notices to EnviroServe shall be sent to both: (a) the EnviroServe address set forth on the face of the proposal and/or quotation, and also to (b) EnviroServe at 9815 South Monroe Street, Suite 300, Sandy, Utah 84070, attn: Legal.
- 10.5 Waiver. The failure of either party at any time to require performance by the other party of any one or more of the provisions of this Agreement will not affect the right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any term or provision of this Agreement be interpreted or held to be a waiver of any succeeding breach of such term or provision or as a waiver of the term or provision itself.
- 10.6 Amendment. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.
- 10.7 Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable laws, orders, and/or regulations, this Agreement shall be considered divisible as to such provision, which shall be considered inoperative, but the remainder of this Agreement shall be valid and binding as though such provision were not included therein, and the parties shall engage in bona fide negotiations to amend this Agreement to comply with the requirements of applicable laws, orders, and/or regulations.
- 10.8 Assignment. Unless otherwise stated herein, neither this Agreement nor the rights or obligations hereunder will be assignable by either party, in whole or in part, without the other party’s written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, EnviroServe may subcontract any portion of its services.

- 10.9 Headings. The Article and Section headings contained in this Agreement are used only as a matter of convenience and are neither to be considered a part of this Agreement nor to be used in determining the intent of the Parties.
- 10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument binding upon the parties, notwithstanding the fact that all of the parties are not signatory to the original or the same counterpart. For purposes of this Agreement, signature pages executed and delivered via facsimile or other electronic transmission (including .pdf copies of signature pages) will be deemed originals.
- 10.11 Construction. The following rules of construction will govern the interpretation of this Agreement: (a) “days,” “months,” and “years” will mean calendar days, months and years unless otherwise indicated; (b) “including” does not limit the preceding word or phrase; (c) “hereof,” “herein,” and “hereunder” and words of similar meaning refer to this Agreement as a whole and not to any particular provision of this Agreement; and (d) no rule of construction interpreting this Agreement against the drafter will apply.
- 10.12 Entire Agreement. Each party acknowledges that this Agreement and the documents incorporated by reference herein constitute the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. The parties agree and acknowledge that the exhibits and attachments hereto are incorporated herein and made a part of this Agreement. Any additional or contradictory terms or conditions contained in any acknowledgment, invoice, purchase order, change or other communication, oral or written, heretofore or hereafter furnished by Client is hereby objected to by EnviroServe, and shall be of no force or effect.

ENVIROSERVE INC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Commercial Banking
MAC U1228-082
299 South Main Street, 8th Floor
P.O. Box 45490 (mailing)
Salt Lake City, UT 84145-0490

February 25, 2025

Re: Instructions for the remittance of payments to EnviroServe Inc

To Whom It May Concern:

Please use the following instructions when remitting payment to EnviroServe Inc.

Via Wire Transfer:

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

Routing & Transit #: 121000248
Account number: 4160707733
Account name: EnviroServe Inc

Via Check:

US Mail

EnviroServe Inc
P.O. Box 200941
Dallas, TX 75320-0941

Overnight Mail

Lockbox Services 200941
EnviroServe Inc
2975 Regent Blvd, Suite 100
Irving, TX 75063

If there should be any questions, please call me (385) 415-8014.

Sincerely,

A handwritten signature in blue ink that reads "Stefanie Bennett".

Stefanie Bennett
AVP/Senior Relationship Associate
Stefanie.bennett@wellsfargo.com

Together we'll go far



EXPENDABLE SUPPLIES & MATERIALS
ABSORBENTS

	Unit	Rate
Absorbent - Boom - Oil < 8" - per 10 ft section	Each	\$105.00
Absorbent - Boom - Universal < 8" - per 10 ft section	Each	\$105.00
Absorbent - Cotton Wiping Cloths	Box	\$60.00
Absorbent - Gatorzorb	Bag	\$69.00
Absorbent - Granular Clay / Floor Dry	Bag	\$34.00
Absorbent - Instazorb	Bag	\$78.00
Absorbent - Pillow - Oil	Each	\$36.00
Absorbent - Pillow - Universal	Each	\$36.00
Absorbent - Roll - Specialty 36"	Roll	\$424.00
Absorbent - Roll - Universal 36"	Roll	\$346.00
Absorbent - Sheen Blanket 50 sq. ft.	Each	\$248.00
Absorbent - Sock - Oil	Each	\$36.00
Absorbent - Sock - Universal	Each	\$36.00
Absorbent - Square Pads - Acid	Bale	\$223.00
Absorbent - Square Pads - Oil	Bale	\$155.00
Absorbent - Square Pads - Universal	Bale	\$155.00
Absorbent - Vermiculite	Bag	\$69.00
Activated Carbon	Pound	\$24.00

BARRIER

	Unit	Rate
Barricade Fence - 50' to 100' w/stakes	Each	\$164.00
Barricade Tape	Roll	\$52.00
Barrier - Plug and Patch Kit	Each	\$115.00

CLEANER

	Unit	Rate
Bioremediation - mixed	Gallon	\$129.00
Calcium Chloride	Bag	\$56.00
Cement (80 Pound Bag)	Bag	\$35.00
Cleaner - All-Purpose (Simple Green)	Gallon	\$59.00
Cleaner - Aqueous Based Citrus Solution, Degreaser, Non-Phosphate	Gallon	\$66.00
Cleaner - Caustic, Degreaser	Gallon	\$59.00
Cleaner - Disinfectant Solution	Gallon	\$61.00
Cleaner - Scraper and Brush Kit	Kit	\$62.00
Cleaner - Color-Safe Acid	Gallon	\$105.00
Cleaner - Hydrogen Peroxide - 35%	Gallon	\$58.00

CONTAINER

	Unit	Rate
Container - Bio Haz Bag	Each	\$10.00
Container - Bio Haz Box	Each	\$260.00
Container - Cubic Yard Box w/Pallet	Each	\$263.00
Container - Pole Mounted Transformer Sack	Each	\$221.00
Container - Poly Pail 5 Gal Closed Top	Each	\$41.00
Container - Poly Pail 5 Gal Open Top w/ Lid	Each	\$41.00
Container - Poly Drum 15 Gal Closed Top	Each	\$202.00
Container - Poly Drum 15 Gal Open Top	Each	\$202.00
Container - Poly Drum 30 Gal Closed Top	Each	\$135.00
Container - Poly Drum 30 Gal Open Top	Each	\$135.00
Container - Poly Drum 55 Gal Closed Top	Each	\$175.00
Container - Poly Drum 55 Gal Open Top	Each	\$175.00
Container - Poly Drum 95 Gal Overpack	Each	\$607.00
Container - Poly Drum 110 Gal Overpack	Each	\$867.00
Container - Poly Tote 275 Gallon Reconditioned	Each	\$693.00

Container - Poly Tote 330 Gallon Reconditioned	Each	\$693.00
Container - Poly Tote lid	Each	\$66.00
Container - Steel Drum 15 Gal Closed Top	Each	\$101.00
Container - Steel Drum 15 Gal Open Top	Each	\$101.00
Container - Steel Drum 20 Gal Closed Top	Each	\$212.00
Container - Steel Drum 20 Gal Open Top	Each	\$212.00
Container - Steel Drum 30 Gal Closed Top	Each	\$250.00
Container - Steel Drum 30 Gal Open Top	Each	\$250.00
Container - Steel Drum 55 Gal Closed Top	Each	\$173.00
Container - Steel Drum 55 Gal Open Top	Each	\$173.00
Container - Steel Drum 85 Gal Overpack	Each	\$551.00
Container - Supersack	Each	\$231.00
Light Bulb Box - 4 ft	Each	\$15.00
Light Bulb Box - 8 ft	Each	\$20.00
Tank - Portable (< 1000 Gal)	Day	\$142.00
Tank - Portable (1000 - 2100 Gal)	Day	\$231.00
MISC.	Unit	Rate
Banding Materials	Each	\$10.00
Banding Tensioner & Crimper	Day	\$195.00
Desiccant Filter	Each	\$193.00
Drum Liner	Each	\$17.00
Duct Tape (Non-ER Services)	Roll	\$21.00
Flex Hose (Per 100' roll)	Roll	\$246.00
Metal Pipe	Section	\$44.00
Negative Air - 12 inch Exhaust Hose	Each	\$34.00
Negative Air - HEPA Filter	Each	\$352.00
Negative Air - Primary Filter	Each	\$36.00
Negative Air - Secondary Filter	Each	\$36.00
Neutralizer - Acid (sulfamic)	Bag	\$110.00
Neutralizer - Amphomag	Pound	\$21.00
Neutralizer - Granulated Lime	Each	\$66.00
Neutralizer - pH Indicator & Absorbent	Gallon	\$100.00
Neutralizer - Soda Ash (caustic)	Each	\$100.00
Nitrogen - per cylinder	Each	\$59.00
Pallets	Each	\$17.00
Poly Sheeting 20 x 100 or equiv. - per roll	Each	\$243.00
Pop Up Pool - Drum/Saddle Tank	Each	\$401.00
Roll Off Liner (6 mil)	Each	\$72.00
Rubber Hose	Section	\$42.00
Shrink Wrap	Roll	\$141.00
Transformer Epoxy Repair Kit	Each	\$121.00
Transformer Gauge - Pressure/Temperature	Each	\$576.00
Transformer Mineral Oil DiElectric	Gallon	\$44.00
Transformer Sample Valve	Each	\$104.00
Underflow Dam Materials	Each	\$152.00
Vacuum Truck Bag Changeout	Each	\$1,294.00
RESTORATION	Unit	Rate
Grass Seed	Pound	\$13.00
Limestone or Gravel	Cost Plus	Cost Plus
Silt Fencing - 100' Roll	Roll	\$151.00
Straw Bales	Each	\$23.00

Straw Matting w/Staples	Roll	\$184.00
Topsoil - Bag	Cost Plus	Cost Plus
Topsoil - Bulk Material	Cost Plus	Cost Plus

FEES & SURCHARGES

MISC.	Unit	Rate
EIC Fee	Percent	13%

HEALTH & SAFETY

HEALTH & SAFETY	Unit	Rate
Confined Space Entry Equipment- tripod, winch, harness	Each/Day	\$796.00
Trailer - Confined Space Rescue	Day	\$1,770.00
10lb A, B, C Dry Chemical Fire Extinguisher	Day	\$30.00
20lb A, B, C Dry Chemical Fire Extinguisher	Day	\$54.00
PPE	Unit	Rate
Additional Air Bottles	Each/Day	\$104.00
Airline Respirator w/5-minute bottle (escape pack)	Each	\$221.00
Chemtape	Each	\$69.00
CPF-III (Encapsulated)	Each	\$406.00
CPF-III (Or Equivalent)	Each	\$204.00
Dust Masks including N95	Each	\$10.00
FR Protection - Nomex	Each	\$71.00
Full-Face Respirator	Each	\$66.00
Personal Fall Protection	Each	\$63.00
Portable Decon Shower (One Step)	Each/Day	\$334.00
Portable Decon Shower (Three Step)	Each/Day	\$667.00
PPE - Level D (work uniform, hard hat, safety glasses, cotton jersey work gloves, steel toed boots)	Each	\$85.00
PPE - Boots - Latex	Pair	\$25.00
PPE - Boots - Metatarsal Leather Boots Cover	Pair	\$60.00
PPE - Boots - Metatarsal Rubber Boots Cover	Pair	\$89.00
PPE - Gloves - Latex	Pair	\$6.00
PPE - Gloves - Leather	Pair	\$25.00
PPE - Gloves - Nitrile	Pair	\$25.00
PPE - Gloves Butyl	Pair	\$25.00
PPE - Gloves - Puncture Resistant/Sharps	Pair	\$66.00
PPE - Level A Replacement (Not Including Supplied Air)	Cost Plus	Cost Plus
PPE - Level A Standby (Fully Encapsulated with SCBA)	Each	\$633.00
PPE - Tyvek Suit - QC	Each	\$68.00
PPE - Tyvek Suit - SL	Each	\$115.00
PPE - Tyvek Suit - Standard	Each	\$21.00
PPE - Tyvek Uni Hoods	Each	\$10.00
PPE - Tyvek Suit - Tychem 5000/6000	Each	\$184.00
PVC/Acid Coveralls	Each	\$122.00
Rain Suit	Each	\$66.00
Snake/Chainsaw Chaps/Gaiters	Pair	\$24.00
Face Shield (Hard Hat Mounted)	Each	\$18.00
Face Shield Replacement Lens	Each	\$11.00
Respirator Cartridges - Mercury (per pair)	Each	\$110.00
Respirator Cartridges - OV P100 (per pair)	Each	\$110.00
Respirator Cartridges - OV (per pair)	Each	\$110.00
Respirator Cartridges - P100/HEPA (per pair)	Each	\$110.00
SCBA - Cylinders	Each	\$156.00
Self Contained Breathing Apparatus (SCBA) (per day)	Each	\$398.00

Silver Shield/Bunker Gear	Each	\$359.00
Supplied Air Cascade System (per day)	Each	\$398.00
Wader	Each	\$73.00
Life Vest	Each	\$54.00

LODGING & TRAVEL

MISC.	Unit	Rate
Per Diem	Man/Day	\$111.00
Lodging	Man/Day	\$245.00
Travel Costs - excluding lodging	Cost Plus	Cost Plus

MACHINERY/CONSTRUCTION EQUIPMENT

EXCAVATOR	Unit	Rate
Excavator - Long Reach	Hour	\$350.00
Excavator - Mini with Standard Attachments (1ft & 2 ft buckets)	Hour	\$170.00
Excavator - Tracked (>30k lbs. up to 40k lbs.)	Hour	\$238.00
Excavator - Tracked (up to 30k lbs)	Hour	\$199.00

MISC.	Unit	Rate
Air Spade/Air Knife	Day	\$621.00
Dozer	Hour	\$155.00
Forklift/Sky Boom	Hour	\$92.00
Forklift - all terrain telescoping < 14k cap	Hour	\$150.00
Front End Loader (to 3.5 CY)	Hour	\$186.00
Hydraulic Compactor/Breaker (mini excavator)	Day	\$423.00
Lift - Scissor	Cost Plus	Cost Plus
Rubber Tired Backhoe	Hour	\$149.00
Skid Steer Loader with attachments (forks, buckets, broom, grapples)	Hour	\$158.00

MARINE EQUIPMENT

MISC.	Unit	Rate
Boat - Power Work Boat < 15ft	Day	\$311.00
Boat - Power Work Boat > 20ft	Day	\$1,116.00
Boat - Power Work Boat 15 - 20ft	Day	\$746.00
Boom - Containment per foot <4" Float	Foot/ Day	\$6.00
Boom - Containment per foot >4" Float	Foot/Day	\$7.00
Skimmer - Barrel	Day	\$1,271.00
Skimmer - Floating with Hose Coupler	Day	\$359.00
Skimmer - Manta Ray	Day	\$804.00

PERSONNEL

MISC.	Unit	Rate
CDL Driver - Standard	Hour	\$121.00
CDL Driver - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$181.50
CDL Driver - Sunday	Hour	\$242.00
CDL Driver - Holiday	Hour	\$363.00
Clerical - Standard	Hour	\$88.00
Clerical - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$132.00
Clerical - Sunday	Hour	\$176.00
Clerical - Holiday	Hour	\$264.00
Equipment Operator - Standard	Hour	\$121.00
Equipment Operator - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$181.50
Equipment Operator - Sunday	Hour	\$242.00
Equipment Operator - Holiday	Hour	\$363.00
Operations Coordinator - Standard	Hour	\$130.00
Operations Coordinator - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$195.00

Operations Coordinator - Sunday	Hour	\$260.00
Operations Coordinator - Holiday	Hour	\$390.00
Project Manager - Standard	Hour	\$214.00
Project Manager - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$321.00
Project Manager - Sunday	Hour	\$428.00
Project Manager - Holiday	Hour	\$642.00
Railcar Specialist - Standard	Hour	\$144.00
Railcar Specialist - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$216.00
Railcar Specialist - Sunday	Hour	\$288.00
Railcar Specialist - Holiday	Hour	\$432.00
Senior Project Manager - Standard	Hour	\$242.00
Senior Project Manager - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$363.00
Senior Project Manager - Sunday	Hour	\$484.00
Senior Project Manager - Holiday	Hour	\$726.00
Site Safety Officer - Standard	Hour	\$180.00
Site Safety Officer - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$270.00
Site Safety Officer - Sunday	Hour	\$360.00
Site Safety Officer - Holiday	Hour	\$540.00
Supervisor - Standard	Hour	\$135.00
Supervisor - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$202.50
Supervisor - Sunday	Hour	\$270.00
Supervisor - Holiday	Hour	\$405.00
Technician - Standard	Hour	\$108.00
Technician - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$162.00
Technician - Sunday	Hour	\$216.00
Technician - Holiday	Hour	\$324.00
Transportation & Disposal Coord. - Standard	Hour	\$130.00
Transportation & Disposal Coord. - Overtime (16:30-07:30, >8 hours, Saturday)	Hour	\$195.00
Transportation & Disposal Coord. - Sunday	Hour	\$260.00
Transportation & Disposal Coord. - Holiday	Hour	\$390.00

RAIL & TANKER SPECIALTIES

MISC.	Unit	Rate
Airbag for Dunnage	Each	\$43.00
Blocking Bracing - Ty-guard Wrap	Each	\$231.00
Blocking Bracing - Wood Kit	Each	\$231.00
Blue Flag/Blue Lantern Kit	Day	\$175.00
Boiler - Mobile Unit - Includes water, tank (fuel @ cost plus)	Hour	\$539.00
Chlorine Kit, Plus Gasket Costs (Kit A)	Day	\$596.00
Chlorine Kit, Plus Gasket Costs (Kit B)	Day	\$596.00
Chlorine Kit, Plus Gasket Costs (Kit C)	Day	\$596.00
Container Seal	Each	\$16.00
Gasket (car outlet)	Cost Plus	Cost Plus
Gasket (flange)	Cost Plus	Cost Plus
Gasket (manway)	Each	\$293.00
Gasket (valve)	Cost Plus	Cost Plus
Kelso / Midland Kit	Day	\$1,162.00
Repair - Misc. Materials	Each	\$142.00
Rupture Disk - Composite	Each	\$175.00
Rupture Disk - Stainless	Each	\$120.00
Tools - Blocking/bracing	Day	\$92.00
Tools - Specialty repair	Day	\$92.00

REPORT DOCUMENTATION

MISC.	Unit	Rate
Additional Day Reported (All Reports)	Each	\$118.00
First Day Timeline Report and Documentation Only	Each	\$134.00
Project Report	Each	\$558.00
State/Agency Compliance Report (Additional)	Each	\$558.00

SAMPLING & ANALYTICAL EQUIPMENT

MISC.	Unit	Rate
Analysis	Cost Plus	Cost Plus
Analysis - Totals - VOCs (Standard x1)	Each	\$249.00
Analysis - Totals - VOCs (Rush x2)	Each	\$498.00
Analysis - TPH (DRO, GRO, ORO) (Standard x1)	Each	\$175.00
Analysis - TPH (DRO, GRO, ORO) (Rush x2)	Each	\$350.00
Analysis - PCB (Standard x1)	Each	\$223.00
Analysis - PCB (Rush x2)	Each	\$446.00
Analysis - TCLP - VOCs (Standard x1)	Each	\$588.00
Analysis - TCLP - VOCs (Rush x2)	Each	\$1,176.00
Analysis - TCLP - SVOCs (Standard x1)	Each	\$588.00
Analysis - TCLP - SVOCs (Rush x2)	Each	\$1,176.00
Analysis - TCLP - 8 RCRA Metals (Standard x1)	Each	\$255.00
Analysis - TCLP - 8 RCRA Metals (Rush x2)	Each	\$510.00
Analysis - Totals - BTEX (Standard x1)	Each	\$144.00
Analysis - Totals - BTEX (Rush x2)	Each	\$288.00
Analysis - Totals - RCRA Metals (Standard x1)	Each	\$255.00
Analysis - Totals - RCRA Metals (Rush x2)	Each	\$510.00
Analysis - Used Oil (TCLP Metals, TOX Screen, PCBs, Flash Point, pH)	Case by Case	Case by Case
Analysis - Flash point or Ignitability (Standard x1)	Each	\$144.00
Analysis - Flash point or Ignitability (Rush x2)	Each	\$288.00
Analysis - TCLP Full (Standard x1)	Each	\$2,279.00
Analysis - TCLP Full (Rush x2)	Each	\$4,558.00
Analysis - PAH/PNA (Standard x1)	Each	\$483.00
Analysis - PAH/PNA (Rush x2)	Each	\$966.00
Analysis - Sample Prep fee (Standard x1)	Each	\$94.00
Analysis - Sample Prep fee (Rush x2)	Each	\$188.00
Analysis - Waste Characterization (TCLP Metals, TCLP SVOCs, TCLP VOCs, CRI, PCBs)	Case by Case	Case by Case
Bacon/Bomb Sampler	Day	\$38.00
Benthos Dredge Sampler	Day	\$639.00
Coliwasa	Each	\$17.00
Detector - Gas Tec (H2S)	Day	\$118.00
Detector - Gas Tec (Hg)	Day	\$118.00
Detector - Gas Tec (I)	Day	\$118.00
Detector - Gas Tec (NH3)	Day	\$118.00
Dissolved O2	Day	\$112.00
Dosimeter	Day	\$38.00
Draeger Sampler (Tubes Sold Separately)	Day	\$38.00
Gas Tec Detector Tubes	Each	\$50.00
Grundfos Well Sampling Pump	Day	\$639.00
Hand Penetrometer	Day	\$38.00
Interface Probe	Day	\$224.00
Meter - Earth Ground Resistance Megger	Day	\$292.00
Meter - Lumex Mercury	Day	\$1,163.00

Meter (IR Temperature)	Each	\$73.00
Meter (Particulate)	Each	\$73.00
Meter (pH - per sample)	Each	\$73.00
Meter (Salinity)	Each	\$73.00
Meter (Temp. Probe)	Each	\$73.00
Monitor - Multi Rae Gas	Day	\$306.00
Monitor - PID	Day	\$306.00
Monitor - RAD	Day	\$306.00
Oil/Water Indicator & Water Level Indicator	Day	\$73.00
pH paper	Each	\$37.00
Sample Bailer	Each	\$17.00
Sampling Auger / Sediment Sampler	Day	\$118.00
Sampling Kit	Each	\$38.00
Sample Shipping	Cost Plus	Cost Plus
Survey Level and Equipment	Day	\$66.00
Trimble Geo XH GPS	Day	\$102.00
VOC Terracore Samplers (SW 846-5035)	Each	\$22.00
Well Data/Level Logger	Day	\$135.00
Haz Kat Kit	Day	\$297.00
Haz Kat Kit Test	Day	\$60.00
PUMP	Unit	Rate
Bladder Pump	Day	\$168.00
GeoTech Peristaltic Pump	Day	\$62.00
High Flow Sampling Pumps	Day	\$75.00
Peristaltic Sump Pump	Day	\$62.00
Air Sampling Pumps	Day	\$52.00

SERVICES

DISPOSAL	Unit	Rate
Hazardous Waste Disposal	Case by Case	Case by Case
Non Haz Waste Disposal/Recycling - Bulk Liquids (\$450 min/load)	Gallon	\$2.00
Non Haz Waste Disposal/Recycling - Bulk Solids (3 ton minimum)	Ton	\$85.00
Non Haz Waste Disposal/Recycling - Empty Drum (Pail or Drum)	Each	\$76.00
Non Haz Waste Disposal/Recycling - Liquids (Pail or Drum)	Each	\$178.00
Non Haz Waste Disposal/Recycling - Solids (Pail or Drum)	Each	\$263.00
Overpack Handling Fee	Case by Case	Case by Case
Non Haz Waste Storage Fee	Day	\$26.00

LOCAL TRANSPO & WASTE PROFILE

Local Transportation - Drummed Waste (Max 10 drums per load)	Case by Case	Case by Case
Waste Profile/Doc Fee for Disposal/Recycling	Each	\$221.00
E-Manifest Fee	Each	\$39.00

TOOLS & EQUIPMENT

BLASTERS	Unit	Rate
10K 1/2" hose (Replacement)	Cost Plus	Cost Plus
10K 1/8" hose (Replacement)	Cost Plus	Cost Plus
10K 2-D Automated Head Cleaner	Hour	\$45.00
10K 3/8" hose (Replacement)	Cost Plus	Cost Plus
10K 3-D Automated Head Cleaner	Hour	\$72.00
10K Chain Down Gun	Hour	\$40.00
10K High Pressure Manifold	Hour	\$26.00
10K Spin Heads (waterblast guns & lances)	Hour	\$10.00
10K Water Blaster (225 HP)	Hour	\$153.00



2026 One-Time Customer ER Rate Sheet

Rates Effective: 01/01/2026
Revised March, 2026

10K Water Blaster (300-365 HP)	Hour	\$166.00
10K Zero Thrust Underwater Waterblast Gun	Hour	\$45.00
20K Abrasive Blaster - with cutter assembly	Hour	\$337.00
20K Water Blaster (225 HP)	Hour	\$228.00
20K Water Blaster (300-365 HP)	Hour	\$204.00
20K Water Blaster (455 HP)	Hour	\$312.00
Blaster - Robot	Hour	\$204.00
Dry Ice Blaster	Day	\$820.00
Multi-Media Abrasive Blaster System	Hour	\$212.00
Water Blaster/Pressure Washer Winterizer Kit	Kit	\$37.00
CAMERA	Unit	Rate
Black & White - Push/Pull Camera	Hour	\$126.00
Camera (Color, Steerable, Robotic, Pan & Tilt)	Hour	\$228.00
Video Inspection Recording	Hour	\$42.00
COMPRESSOR	Unit	Rate
Air Compressor 150-200 CFM (Up to 100 ft. of hose)	Day	\$471.00
Air Compressor 2-15 HP (Up to 50 ft. hose)	Day	\$219.00
CONCRETE	Unit	Rate
Chipper/Needle Scaler	Day	\$160.00
HEPA Grinder 9"	Day	\$283.00
Jack Hammer	Day	\$195.00
Scabblor/Scarifer/Shot Blaster	Day	\$516.00
ELECTRICAL	Unit	Rate
Infrared Detector	Day	\$125.00
Megger, Ductor, TTR	Day	\$274.00
Retro-fill Filtration System	Day	\$345.00
Tic Tracer/Salisbury	Day	\$54.00
Transformer Dehydrator	Day	\$611.00
Transformer Vacuum Pump	Day	\$146.00
Electric Core Drill	Day	\$231.00
FILTER	Unit	Rate
Carbon Filtration - 2 Stage System	Each	\$890.00
GENERATOR	Unit	Rate
Generator 12-60KW	Day	\$890.00
Generator up to 11 KW	Day	\$168.00
HEATER	Unit	Rate
Heater - Indirect Diesel Fueled	Day	\$617.00
Heater - Portable Torpedo	Day	\$303.00
MISC.	Unit	Rate
Hoses - Emergency Response Kit	Cost Plus	Cost Plus
Rental Equipment	Cost Plus	Cost Plus
Scaffolding	Cost Plus	Cost Plus
2 Way Radio	Day	\$72.00
Satellite Internet	Day	\$100.00
Light Towers	Case by Case	Case by Case
TOOLS	Unit	Rate
10K Mower	Hour	\$45.00
20K Mower	Hour	\$66.00
Additional Equipment	Cost Plus	Cost Plus
Additional Materials & Suppliers	Cost Plus	Cost Plus
Air Mover - Negative Air Equipment	Day	\$318.00

Air Mover (Coppus Blower)	Day	\$191.00
Air Mover (Industrial Fan)	Day	\$181.00
Air Mover (Portable Blower)	Day	\$181.00
Automated Tube Cleaner - 2 Lance	Hour	\$122.00
Automated Tube Cleaner - 3 Lance	Hour	\$133.00
Barrier - Sewer Grating Cover	Day	\$135.00
Drum - Drum Dolly/Cart	Day	\$147.00
Drum - Portable Drum Grabber	Day	\$147.00
Extenda Jet/Easement Machine	Hour	\$63.00
Floor Scrubber 15" - 18"	Day	\$146.00
Fogging Applicator - Each	Day	\$468.00
Gasket Cutter	Day	\$70.00
Grounding and Bonding Kit	Day	\$146.00
Hand Tool Non Sparking	Day	\$160.00
Hydro X Spray Head Attachment	Hour	\$34.00
Light - Intrinsically Safe Drop	Day	\$218.00
Mercury - Clean up Kit	Day	\$345.00
Mobile Nitrogen Generation System	Day	\$4,190.00
Nitrogen Splitter	Hour	\$58.00
Pallet Truck - Hydraulic	Day	\$290.00
Pipe Plug - inflatable or pass thru	Day	\$242.00
Pressure Washer - Cold	Day	\$267.00
Pressure Washer - Hot/Cold	Day	\$431.00
Root Cutter Attachment	Hour	\$58.00
Berm - Secondary Containment per Single Tanker, Roll-off, Frac	Day	\$110.00
Sod Cutter	Day	\$203.00
Spin Tips	Each	\$12.00
Steel Nibbler	Day	\$479.00
Sweeper - Walk Behind Power Broom	Day	\$219.00
Tools - Air Operated Metal Punch	Day	\$164.00
Tools - chain saw	Day	\$165.00
Tools - chop saw	Day	\$165.00
Tools - Cutting Torch	Day	\$218.00
Tools - impact wrench	Day	\$165.00
Tools - metal detector	Day	\$165.00
Tools - Pneumatic Cutting Equipment Set	Day	\$768.00
Tools - Rivet Buster	Day	\$279.00
Tools - Tanker Cold Cutting Kit	Day	\$158.00
Tools - Welder	Day	\$218.00
VACUUM EQUIPMENT	Unit	Rate
Vacuum - drumhead with 10 ft of hose	Day	\$132.00
Vacuum - HEPA 10 hp w/ closed loop (filters additional)	Day	\$701.00
Vacuum - HEPA Portable Dry	Day	\$174.00
Vacuum - HEPA Portable Mercury (filters additional)	Day	\$611.00
Vacuum - regular portable dry/ wet with 10 ft of hose	Day	\$115.00
TRANSFER EQUIPMENT		
MISC.	Unit	Rate
Betts Unloading valve	Day	\$801.00
Chain Kit - Certified	Day	\$372.00
Conveyor	Hour	\$95.00
Flare - 2" and less with up to 100' hose	Each	\$1,369.00



2026 One-Time Customer ER Rate Sheet

Rates Effective: 01/01/2026
Revised March, 2026

Grain Auger	Hour	\$72.00
Hydraulic Power Pack	Day	\$983.00
Leak Detection Solution	Gallon	\$112.00
Nitrogen Purge System	Day	\$309.00
Railcar Vibrator/Shaker	Day	\$169.00
Sparger - 2" & less	Day	\$238.00
Tank Cleaning Tool - Butterworth	Day	\$722.00
Tank Cleaning Tool - Spinner	Day	\$722.00
Transfer Equipment - Saddle Tanks	Day	\$344.00
Transfer Fittings/Valves - per transfer	Day	\$616.00
Vapor Recovery - Trailer Mounted	Day	\$4,511.00
PUMPS & HOSES	Unit	Rate
Hose - Pump Acid (20 ft) - 2"	Section	\$47.00
Hose - Pump Acid (20 ft) - 3"	Section	\$47.00
Hose - Pump Acid (20 ft) - 4"	Section	\$47.00
Hose - Pump Acid (20 ft) - 6"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 2"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 3"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 4"	Section	\$47.00
Hose - Pump General Duty (20 ft) - 6"	Section	\$47.00
Hose - Pump PCB (20 ft) - 2"	Section	\$47.00
Hose - Pump PCB (20 ft) - 3"	Section	\$47.00
Hose - Pump PCB (20 ft) - 4"	Section	\$47.00
Hose - Pump PCB (20 ft) - 6"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 2"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 3"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 4"	Section	\$47.00
Hose - Pump Vacuum Truck (20 ft) - 6"	Section	\$47.00
Hose Cleaning up to 100 ft	Each	\$723.00
Pump - Compressor	Day	\$2,312.00
Pump - Flammable Liquid	Day	\$1,105.00
Pump - General Duty	Day	\$435.00
Pump - Specialty	Day	\$723.00
Pump Cleaning & Rebuild	Each	\$336.00
Pump - Disposable Hand Pump	Each	\$23.00
TRUCKS, TRAILERS, & CONTAINERS		
CONTAINER	Unit	Rate
Container - Frac Tank (10,000 Gallon)	Day	\$69.00
Container - Frac Tank (21,000 Gallon)	Day	\$135.00
Container - Roll Off (Open Top 10 cubic yard)	Day	\$42.00
Container - Roll Off (Open Top 20-25 cubic yard)	Day	\$42.00
Container - Roll Off (Open Top 30 cubic yard)	Day	\$42.00
Container - Roll Off (Open Top 40 cubic yard)	Day	\$54.00
Container - Sludge Box (20-30 Cubic Yard)	Day	\$69.00
Container - Vac Box (18-25 Cubic Yard)	Day	\$102.00
Container - Storage/Conex Box	Each/Day	\$81.00
Container - 3 YD Tipper Hopper	Day	\$72.00
MISC.	Unit	Rate
Certified Decon of Vac Truck	Cost Plus	Cost Plus
Rolloff/Vacuum Box Washout	Each	\$428.00
Tanker Washout	Each	\$428.00

	Unit	Rate
TRAILER		
Tanker Storage Fee (5,000 gal)	Day	\$327.00
Trailer - 5000 gal. Stainless Steel Vacuum Tanker	Hour	\$112.00
Trailer - 5000 gal. Carbon Steel Vacuum Tanker	Hour	\$112.00
Trailer - 5000 gal. Aluminum Vacuum Tanker	Hour	\$112.00
Trailer - 5000 Gallon DOT Coded Fiberglass Vacuum Tanker	Hour	\$112.00
Trailer - 5000 Gallon Bulk Tanker	Hour	\$112.00
Trailer - 5500 Gallon Non-Spec Stainless Steel Vacuum Tanker	Hour	\$112.00
Trailer - Air Stripper/Scrubber Trailer	Hour	\$946.00
Trailer - Emergency Response Trailer	Day	\$867.00
Trailer - Incident Command/Mobile Office Trailer Trailer	Day	\$1,750.00
Trailer - End Dump Trailer (<10 yd)	Day	\$320.00
Trailer - End Dump Trailer (>10 yd)	Hour	\$101.00
Trailer - Equipment/Utility Trailer	Day	\$305.00
Trailer - Glycol Heater Trailer (with 3000' hose)	Day	\$1,574.00
Trailer - Grain Vac Trailer	Hour	\$172.00
Trailer - Hurricane Trailer	Hour	\$172.00
Trailer - Hydro Excavator Trailer	Hour	\$172.00
Trailer - Jet Machine Trailer	Hour	\$106.00
Trailer - Light Tower Trailer (includes generator)	Day	\$465.00
Trailer - Lowboy Flatbed Trailer	Hour	\$110.00
Trailer - Marine Response Trailer	Day	\$595.00
Trailer - Pressure Washer Trailer (hot/cold - incl. tank & hoses)	Day	\$828.00
Trailer - Rolloff Unit - Double Rail	Hour	\$106.00
Trailer - Rolloff Unit - Single Rail	Hour	\$80.00
Trailer - Transfer Trailer	Day	\$1,233.00
Trailer - Van Trailer (48' or 53')	Hour	\$101.00
Trailer - Walking Floor (53')	Hour	\$206.00
TRUCK		
Personnel Car	Day	\$183.00
Personnel Van	Day	\$183.00
Annihilator	Hour	\$482.00
Recovery Truck	Hour	\$280.00
UTV	Day	\$493.00
Truck - Air Mover	Hour	\$190.00
Truck - 10K 600 hp Mounted Water Blaster	Hour	\$223.00
Truck - 110 Barrel Carbon Steel Pump Truck	Hour	\$181.00
Truck - 20K 600 hp Mounted Water Blaster	Hour	\$281.00
Truck - 2600-3000 Gallon Straight Vac Truck	Hour	\$181.00
Truck - 3400 Gallon Stainless Steel Turbo Vac	Hour	\$190.00
Truck - Box Truck	Hour	\$139.00
Truck - Box Truck Emergency Response	Day	\$1,304.00
Truck - Dump (tandem)	Hour	\$122.00
Truck - Dump (triaxle)	Hour	\$122.00
Truck - Hydro Vacuum	Hour	\$317.00
Truck - One Ton ER truck	Day	\$682.00
Truck - Rail Repair & Specialty Services	Day	\$946.00
Truck - Roll Off - Straight	Hour	\$122.00
Truck - Semi Tractor	Hour	\$128.00
Truck - Service (Utility Bed) Truck 4x4 3/4 Ton	Day	\$504.00
Truck - Srv. Truck 4x4 1/2 or 3/4 Ton - Std. Cab	Day	\$404.00

Truck - Stake Bed	Day	\$711.00
Truck - Vacuum - non DOT Code	Hour	\$163.00
Truck - Winch Truck	Hour	\$122.00

- 1 - All rates are portal to portal. Daily cost items are charged at 1.25 times the standard daily rate, applicable after twelve hours.
- 2 - Daily Rate Items will be billed at a minimum of a half day per day and hourly rates will be billed at a minimum of four hours. In the event of project delays (cancellation, weather, stand-down or other delays outside the control of EnviroServe), the client will be charged the Half Day Rate for daily billed items and a minimum four hours for hourly billed items and labor.
- 3 - The prices listed apply with exception to regional variances and subject to change with 30 days notice.
- 4 - Fuel & Maintenance Surcharge Schedule

The fuel surcharge will continue to be assessed on a sliding scale in accordance to the Weekly DOE Index. The fuel surcharge will raise 1% for every ten (10) cents per gallon increment. The following scale will be used to calculate the fuel surcharge on a weekly basis and is assessed on the total unit cost of equipment with operator.

Fuel Cost/Gallon Surcharge:

\$2.00-\$2.10	14%	\$2.51-\$2.60	19%	\$3.01-\$3.10	24%	\$3.51-\$3.60	29%	\$4.01-\$4.10	34%	\$4.51-\$4.60	39%
\$2.11-\$2.20	15%	\$2.61-\$2.70	20%	\$3.11-\$3.20	25%	\$3.61-\$3.70	30%	\$4.11-\$4.20	35%	\$4.61-\$4.70	40%
\$2.21-\$2.30	16%	\$2.71-\$2.80	21%	\$3.21-\$3.30	26%	\$3.71-\$3.80	31%	\$4.21-\$4.30	36%	\$4.71-\$4.80	41%
\$2.31-\$2.40	17%	\$2.81-\$2.90	22%	\$3.31-\$3.40	27%	\$3.81-\$3.90	32%	\$4.31-\$4.40	37%	\$4.81-\$4.90	42%
\$2.41-\$2.50	18%	\$2.91-\$3.00	23%	\$3.41-\$3.50	28%	\$3.91-\$4.00	33%	\$4.41-\$4.50	38%	\$4.91-\$5.00	43%

If fuel prices escalate greater than the scale above, the fuel surcharge will continue to be increased 1% for every ten (10) cents a gallon increment.

- 5 - Replacement of damaged/contaminated equipment, or the rebuild and equipment decontamination costs, including replacement gaskets, will be invoiced at cost plus and labor.
- 6 - EnviroServe reserves the right to use third party suppliers. Personnel, equipment and supplies provided by third party suppliers may be billed at the line item rates listed on this Rate Schedule, or based on regional price variances.
- 7 - Items marked as cost plus, or not identified on this rate schedule, or regional variance items will be provided at a 25% markup. Case by case items are priced by EnviroServe.
- 8 - All standalone equipment rates are exclusive of labor.

- 9 - All waste generated during the course of a project shall remain the sole property of the Client. EnviroServe is authorized to transport such waste on behalf of the Client. Disposal of the waste by EnviroServe may only be conducted upon receiving explicit authorization from the Client, which must be evidenced by the execution of a waste profile and the completion of all required shipping documentation.
- 10 - Non Haz Waste Storage fee assessed 10 calendar days after waste profile has been sent to generator for signature.
- 11 - Holidays are billed at Holiday Rates and include New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after, Christmas Eve and Christmas Day, and/or any EnviroServe designated holidays.

12 - EnviroServe may, at any time per written notice, make changes to the terms and conditions of this Agreement with respect to the scope and performance hereunder of the services. If such change causes an increase in the price, fees, or time period for the performance of the services, this Agreement shall be modified accordingly. If the parties fail to agree on such modifications within five (5) days of request by EnviroServe, EnviroServe shall have the right to terminate this Agreement with no further liability or obligations hereunder. EnviroServe shall not be bound by any change orders unless signed by a duly authorized representative of EnviroServe.

13 - Invoices for amounts owed to Enviroserve will be payable by Customer within 30 days from invoice date. Enviroserve may immediately cease providing services if any invoice has not been paid in full. Any balance not paid when due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum both before and after judgment.

14 - If it is necessary to commence legal action to collect any unpaid balance, Customer agrees to pay all costs of collections, including court costs and reasonable attorney fees.

15 - A minimum fee of \$5,000.00 will be charged to any new Customer. The fee will be paid at the time of ordering services and any charges estimated to exceed the minimum fee must be paid before EnviroServe will begin to provide services. Credit card payments must be accepted and approved in advance and may incur a processing fee of 3%.

16 - EIC Fee is accessed on all invoiced line items.

17 - All rates are subject to change due to fluctuations in wages, equipment, materials, etc.



CITY OF LORAIN

Board of Control

2. g.

Meeting Date: 05/06/2026

Subject:

A request from the Lorain Utilities Water Purification Department for a purchase order in the amount of \$5,206.00 with Bissnuss, Inc. for the purchase of Acutec 35 Gas Detector Replacements. Funding GL Account 6020.P602.6440.6700.1500 Facility Improvement.

Attachments

BOC - Purification - Bissnuss - Acutec 35 Gas Detector Replacements
Bissnuss Acutec Quote



BOARD OF CONTROL REQUEST FORM

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

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

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

- 1. Request Date: 04/27/2026
- 2. Name of Department Submitting Request: Utilities – Purification Department
- 3. Summary of Report: A request from the Lorain Utilities Water Purification Department for a purchase order in the amount of \$5,206.00 with Bissnuss, Inc. for the purchase of Acutec 35 Gas Detector Replacements. Funding GL Account 6020.P602.6440.6700.1500 Facility Improvement.
- 4. Name of Vendor: Bissnuss, Inc.
- 5. Amount: \$5,206.00
- 6. Number of account to be used for funding: 6020.P602.6440.6700.1500 (Facility Improvement)

7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No State Purchasing Vendor - Yes / **No**

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

Vendor #1 Bissnuss, Inc \$5206.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

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



7 Court Street, Suite 210, Canfield, OH 44406
 Phone: (330) 533-5531 Fax: (330) 533-6857

QUOTATION

TO:	LORAIN UTILITIES DEPARTMENT PURIFICATION DIV 1106 FIRST STREET LORAIN, OH 44052	DATE:	04-24-2026
		QUOTE #:	140715
		DESC:	Acutec 35
		JOB:	Lorain WTP - Acutec 35
		LOCATION:	
ATTN:	Mr. Avery Brown	PHONE:	
		EMAIL:	Avery_Brown@cityoflorain.org
WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF BISSNUSS, LLC		<input checked="" type="checkbox"/> F.O.B. FACTORY	
		<input checked="" type="checkbox"/> F.F.A. TO FIRST DESTINATION	

Line #	Qty	Item	Unit Price	Price
01	1	W2T11701 - Base Point Single, Acutec 35, Includes: 1 - Two Module Enclosure with Audible Horn 1 - Power Supply Module 4 - 1/2" NPT Conduit Hubs 1 - 25 ft. length of 2 Conductor cable 1 - Instruction Manual	\$1,081.00	\$1,081.00
02	1	W2T11692 - System, CL2 Gas Monitor 12VDC, 0-10PPM - 1 - Chlorine Gas Monitor Module 1 - Chlorine Sensor/Transmitter 1 - 1/2" NPT Hub	\$2,874.00	\$2,874.00
03	1	W2T11703 - Module Battery Backup, Acutec 35	\$458.00	\$458.00
04	1	W2T11710 - Generator, CL2 Gas Autotest, Acutec 35	\$793.00	\$793.00
Total for Above Equipment:				\$5,206.00

(Tax Rate 0.000%) Total Tax:	\$0.00
Grand Total:	\$5,206.00

Notes:

Shipping included

Lead time 4 - 5 weeks

Terms Net 30

Quote validity 30 days

John Grucella - 330-802-8682

jgrucella@bissnussinc.com

BissNuss, LLC
 John Grucella - jgrucella@bissnussinc.com

ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

BISSNUSS, LLC
TERMS AND CONDITIONS OF SALE

The following Terms and Conditions are an integral part of BissNuss's offer to sell the equipment and/or services offered in this proposal.

PRICES: Published prices and quoted prices, unless otherwise specified are subject to change without notice. Invoiced prices will be those in effect at time of payment. Published prices and quoted prices do not include sales tax. Sales tax is due and payable upon receipt of the goods unless otherwise specified, tax certificate has been provided prior to shipment. All quotations and agreements, unless otherwise expressly stated, will be F.O.B. point of manufacture.

DELIVERY: While we will endeavor to schedule your work order for delivery in accordance with your instructions, we do not guarantee or assume liability for failure to meet any scheduled delivery date. Referred deliveries are subject to Seller's approval and then only under terms that will reimburse Seller for any costs incurred in anticipation of production together with any resulting storage, handling, or carrying charges.

INTERPRETATION: Seller's offer contained in this proposal is limited to acceptance of all its terms and conditions contained herein. Upon acceptance by the Buyer, this writing shall constitute the entire agreement between Seller and Buyer. Any additional or different terms provided by the Buyer on any written acknowledgment or purchase order are not part of the contract between the Seller and Buyer and therefore are not binding upon the Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Acceptance or acquiescence in a course of performance rendered under meaning of this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of nature of the performance and opportunity for objection. Whenever a term defined by Uniform Commercial Code is used in this contract, the definition contained in the Code is in control.

MODIFICATIONS: This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party against whom the modification is sought to be enforced.

PERFORMANCE: The Seller shall be excused if performance is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials, and also by any cause beyond the control of the Seller, including, but not restricted to, acts of God, floods, fires, storms, acts of civil and military authorities, war, and insurrections.

TERMS OF PAYMENT AND FAILURE TO PAY: Our normal terms of sale are 1% 10 Net 30. **Account must be current to discount invoice. Discount is not allowed on an invoice when retainage has been withheld.** Accounts 60 days past due will either have shipment held, or start-up delayed until all payments due are made or arrangements satisfactory to us are agreed upon. If, in our judgment, we feel that for our mutual protection it is advisable to exercise lien rights, this should not be construed as derogatory action. Normally, this action would be taken when a specific job has encountered financial problems and after consultation with our customer. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise shall not prejudice any claim for damages we may assert, including reasonable attorney's fees incurred in collecting delinquent accounts.

CANCELLATION: Special equipment is not subject to cancellation. Where a cancellation is requested and it is not found practical to stop manufacture a 40% restocking fee will be accessed.

AUTHORITY OF SELLER'S AGENTS: No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the Buyer.

ASSIGNMENT - DELEGATION: No right or interest in this Contract shall be assigned by the Buyer without the written permission of the Seller, and no delegation of any obligation owed, or of the performance of any obligation by the Buyer shall be made without the written permission of the Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

EXPRESS WARRANTIES: Equipment & Parts not manufactured by the Seller carry only the warranty of the manufacturer of said parts. Seller does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. It is further agreed that the Buyer must inspect all shipments within 48 hours to determine if there was damage in transit or shipment and shall file a claim with the carrier accordingly. It is further agreed that the Seller assumes no liability whatsoever for failure of equipment due to normal usage and wear.

DISCLAIMER: SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT.

APPLICABLE LAW: the Uniform Commercial Code shall govern This Contract. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio as effective and in force on the date of this Contract.

CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.

CLERICAL ERRORS: We are not responsible for printer's errors made in any of its publications and other forms of printed matter, or for any stenographic and clerical errors. All such errors are subject to correction.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder

Respectfully Submitted,	We accept the offer to sell the material and equipment as quoted, in accordance with the terms and conditions herein.
Seller:	Buyer:
BissNuss, LLC By: _____ Name: _____ Title: _____ Date: _____	_____ By: _____ Name: _____ Title: _____ Date: _____



CITY OF LORAIN

Board of Control

2. h.

Meeting Date: 05/06/2026

Subject:

The Black River WWTP requests approval for the repair of the rotating assembly for a Fairbanks Morse pump from Replica Engineering Inc. This pump is part of the headworks system leading into the Black River WWTP and is vital to facility operations. This repair constitutes a specialized service requiring full disassembly of the pump assembly in order to properly evaluate and quote the necessary work. Based on the vendor's assessment, the rotating assembly requires a complete rebuild, including extensive machining. Due to the technical nature of the repair and the need for detailed inspection prior to providing an accurate estimate, this work is being performed as a specialty service. The total cost for parts and labor is \$12,000. Funding for this purchase will be allocated from the facility improvement portion of the budget 6130.P613.6310.6700.1500.

Attachments

BOC - BRWWTP - Repair Fairbanks Morse Pump - Replica Engineering
Quote - BRWWTP - Repair Fairbanks Morse Pump - Replica Engineering



BOARD OF CONTROL REQUEST FORM

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

All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting, or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.

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

- 1. Request Date: April 29, 2026
 - 2. Name of Department Submitting Request: Utilities Black River WWTP
 - 3. Summary of Report: The Black River WWTP requests approval for the repair of the rotating assembly for a Fairbanks Morse pump from Replica Engineering Inc. This pump is part of the headworks system leading into the Black River WWTP and is vital to facility operations. This repair constitutes a specialized service requiring full disassembly of the pump assembly in order to properly evaluate and quote the necessary work. Based on the vendor's assessment, the rotating assembly requires a complete rebuild, including extensive machining. Due to the technical nature of the repair and the need for detailed inspection prior to providing an accurate estimate, this work is being performed as a specialty service. The total cost for parts and labor is \$12,000. Funding for this purchase will be allocated from the facility improvement portion of the budget 6130.P613.6310.6700.1500.
 - 4. Name of Vendor: Replica Engineering Inc.
 - 5. Amount: Twelve Thousand Dollars and ^{no}/₁₀₀ \$12,000.00.
 - 6. Number of account to be used for funding: 6130. P613 6310. 6700. 1500.
 - 7. VENDOR DETAIL Sole Source Vendor – **No** State Purchasing Vendor – **No**
List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.
- Vendor #1 _____
- Vendor #2 _____
- Vendor #3 _____
- Vendor #4 _____
- 8. The Treasurer's Office has verified that the vendor selected is registered with the City.
 - 9. Is the amount requested due to a change order? No
 - 10. If necessary, has City Council approved and when? _____



3483 W. 140 Street, Cleveland, OH 44111
P: (216) 252-2204 F: (216) 252-2209 E-Mail: brian@replicaeng.com

EP

QUOTATION

Customer Name / Address Black River Waste Water Treatment Plant 100 Alabama Ave. Lorain, OH 44052 Attn: James Sutter	Date 4/9/2026	FOB Delivered	Quote No. 226710
Customer Reference No. Fairbanks/Morse Repair	Terms Net 30		Rep GAP

Item	Description
Pum...	Quotation To Repair The Suction Bell / Volute: Price: \$7,450.00
Pum...	Quotation To Repair The Rotating Assembly: Price: \$12,000.00
	James, any questions please do not hesitate to contact us. Thank you.

Ship Date	Total	\$19,450.00
8-9 Weeks	Gary Price	Signature _____

OEM PART NUMBERS & NAMES ARE SUPPLIED FOR REFERENCE ONLY AND IN NO WAY INDICATE THAT WE SUPPLY OEM PARTS OR REPRESENT THE OEM. THANK YOU FOR YOUR BUSINESS.