# CITY OF LORAIN BOARD OF CONTROL AGENDA

SEPTEMBER 3, 2025 at 11:15 a.m.

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# 2. MATTERS FOR DISCUSSION

- a. The Fire Department requests approval to schedule three (3) training sessions (to cover all three platoons) for a full-day (8-hour) program in Trench Rescue Operations. Training will be at our facility. Training materials and instructor travel time are all-inclusive for up to 20 persons per class for a total of \$7,050. This class provides a valuable piece of the overall rescue training for LFD personnel (trench rescue, confined space rescue, rope rescue). Funds are available in our Education and In-Service GL account 1010.S500.8100.1600. Quote attached.
- b. A request from the Department of Public Property, Parks Division, to engage the services of the Superlative Group to solicit and negotiate naming rights to PC Campana Park and its facilities for a total amount not to exceed \$69,500.00 as approved by Council on 8/2/25. Funding will be through account 1010.B200.4160.6300.1500 Campana Park Contractual Services
- c. A request from the Lorain Utilities Department to amend Ordinance 73-25 and to enter into a Water Pollution Control Loan Fund for the rehabilitation of the Peal & Tacoma Pump Stations not to exceed \$27,500,000.00 in long term obligations over a thirty (30) years. Pending approval of city council on 9/2/25; Ordinance \_\_\_\_\_.
- d. A request from the Lorain Utilities Department to enter into a contract with the lowest and best bidder, Great Lakes Construction, for the rehabilitation of the Pearl & Tacoma Pump Stations; not to exceed \$25,000,000.00. Great Lakes Construction was the only bidder for the Pearl & Tacoma Pump Station Improvements. Pending city council approval on 9/2/25; Ordinance \_\_\_\_\_. Funding will be provided by a low-interest loan from the Ohio Environmental Protection Agency WPCLF (Water Pollution Control Loan Fund).
- e. A request from the Lorain Utilities Department to enter into a contract with the highest rated and ranked engineering firm, HDR Engineering, for professional services related to the construction of improvements to the Jaeger Road Pump Station in an amount not to exceed \$400,000.00. Pending city council approval on 9/2/25; Ordinance \_\_\_\_\_\_. Funding will be provided by a low-interest loan from the Ohio Environmental Protection Agency WPCLF (Water Pollution Control Loan Fund).

f.	A request from the Lorain Utilities Department to enter into a contract with the highest rated and ranked engineering firm, Dynotec / Accenture, for the construction management services for the construction of Pearl & Tacoma Pump Station Improvements Project in an amount not to exceed \$1,700,000.00. Pending city council approval on 9/2/25; Ordinance Funding for this will be provided by a WPCLF (Water Pollution Control Loan Fund) through the Ohio EPA and OWDA.)
g.	A request from the Lorain Utilities Department to enter into an Ohio Water Pollution Control Loan Fund (WPCLF) Water Resource Restoration Sponsor Program Sponsorship (WRRSP) Agreement for the construction of the Jaeger Road Pump Station Improvements in an amount not to exceed \$537,000.00. Funding will be provided by a WPCLF (Water Pollution Control Loan Fund) Pending city council approval on 9/2/25; Ordinance
h.	A request from the Lorain Utilities Purification Department for a purchase order not to exceed \$120,000.00 with Phoenix Tech International for the immediate rehabilitation of the two (2) wash water tanks to maintain proper backwash operations in the Purification Plant. Funding GL Account 6020.P602.6440.6700.1500 Purification Operations - Facility Improvement.
i.	A request from the Lorain Utilities Black River WWTP for a purchase order in an amount not to exceed \$100,000.00 with G.E.T. Industries, Inc. for the procurement and installation of one (1) Grind Hog 26ASX grinder. Pending city council approval on 9/2/25; Ordinance Funding GL Account 6130.P613.6310.6700.1500 Plant Operations.
j.	***A REQUEST TO WAIVE THE 24-HOUR RULE AND ADD AN ITEM FOR CONSIDERATION***  A request from the Engineering Department to enter into a professional services agreement with Verdantas, LLC., for the Former St. Joseph Hospital Remediation in an amount not to exceed \$2,177,950.00 to be paid from a fund as determined by the Lorain City Auditor.
k.	***A REQUEST TO WAIVE THE 24-HOUR RULE AND ADD AN ITEM FOR CONSIDERATION***  A request from the city of Lorain Utilities Administration for a purchase order in the amount of \$47,510. For the Purchase of 1 Chevy Silverado 1500 from Hamilton Chevrolet. Funding to come from G/L 6130.P613.4000.6700.1000 Capital Outlay.

3. **ADJOURNMENT** 



Board of Control 2. a.

Meeting Date: 09/03/2025

# Subject:

The Fire Department requests approval to schedule three (3) training sessions (to cover all three platoons) for a full-day (8-hour) program in Trench Rescue Operations. Training will be at our facility. Training materials and instructor travel time are all-inclusive for up to 20 persons per class for a total of \$7,050. This class provides a valuable piece of the overall rescue training for LFD personnel (trench rescue, confined space rescue, rope rescue). Funds are available in our Education and In-Service GL account 1010.S500.8100.1600. Quote attached.

**Attachments** 

Midwest Underground



# 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 <u>no later than 10:00 a.m. on the Tuesdays</u> 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 followin	ng questions	or each reque	st submitted >>>	
1. Request Da	te: August	27, 2025				
2. Name of Dep	partment Submit	ting Request	: Fire			
sessions (to co Fraining will be to 20 persons f rescue training	over all three plate at our facility. To or per class for a	oons) for a fu raining mate a total of \$7,0 ael (trench re	ull-day (8-hour) erials and instr 50. This class scue, confined	program in Tre uctor travel time provides a valu space rescue,	ule three (3) training ench Rescue Opera e are all-inclusive for uable piece of the o rope rescue). Fund	itions. or up verall
1. Name of Ver	ndor: Midwes	t Undergroui	nd Technologi	es, Inc.		
5. Amount: \$7	,050.00					
6. Number of a	ccount to be use	ed for funding	g: 1010.S500.8 <sup>-</sup>	100.1600 (Educa	ation and In-Service	∍)
7. VENDOR DE	TAIL					
Sole	Source Vendor	- Yes / No		State Purchasir	ng Vendor - Yes/	No
	s and the quote r vere submitted, u				e requested item; amounts.	
Vendor #1_				100 th		
Vendor #2_						
Vendor #3_		-				************
Vendor #4 _		The distribution of the control of t				
he Treasurer's	Office has verifi	ed that the v	endor selected	is registered w	vith the City (Yes /	No

10. If necessary, has City Council approved and when? (Please provide Ordinance number) \_\_\_\_\_n/a

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

# Radman, Chris

From:

Dana Buchholzer <danabuchholzer@yahoo.com>

Sent:

Thursday, August 7, 2025 12:35 PM

To:

Radman, Chris

Subject:

Trench Rescue & Excavation Competent Person training

Warning: Unusual sender <danabuchholzer@yahoo.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

# Dear Chief, Radman

Thank you for your interest in the subject training. As we discussed the place to start with Trench Rescue is with the fundamentals taught in a Trenching and Excavating Competent Person class. The class I offer is a full day, 8 hours, program and has been recognized as one of the best and most complete classes in the country. The class will cover all the requirements for both municipal and civil workers that do excavation work. While it will be appropriate for any of the city's Maintenace/Construction departments it can and would be entailed towards trench rescue. This class/step is a prerequisite for anyone wishing to move on to the Trench Rescue Operations level training I provide.

I'm please to quote you the cost to provide such a class at your facility. The cost is all inclusive; meaning it covers the program, all training materials and all travel related expenses. The cost per class for up to 20 people: .....\$2,350.00

Larger class sizes can certainly be accommodated. The typical charge per person over 20 is \$100.00 and includes the same manual. Certificate(s) of completion are provided in PDF format via email after the class(s).

The three separate classes we discussed could be done on consecutive days or on separated dates, this would not affect the price quoted. To summarize, your total cost for three classes would be \$7,050.00

Thank you again for your interest and this opportunity to provide you a quote. If you should have any additional questions, please do not hesitate to contact me.

Dana "Buck" Buchholzer President Midwest Underground Technologies, Inc. 2100 Stone Ridge Dr. Hinckley, OH. 44233 PH: 330-888-0621



Board of Control 2. b.

Meeting Date: 09/03/2025

# Subject:

A request from the Department of Public Property, Parks Division, to engage the services of the Superlative Group to solicit and negotiate naming rights to PC Campana Park and its facilities for a total amount not to exceed \$69,500.00 as approved by Council on 8/2/25. Funding will be through account 1010.B200.4160.6300.1500 Campana Park Contractual Services

**Attachments** 

Campana Naming Rights ordinance

ORDINANCE NO.
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AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF SAFETY/SERVICE TO ENTER INTO A CONTRACT WITH THE SUPERLATIVE GROUP, INC. TO SOLICIT AND NEGOTIATE NAMING RIGHTS FOR P.C. CAMPANA PARK AND THE DIFFERENT FACILITIES WITHIN THE PARK.

WHEREAS, City of Lorain wishes to offer the opportunity for a business entity to benefit from a valuable advertising opportunity through the sponsorship naming rights of P.C. Campana Park, including all fields and facilities within the park, in order to enhance the monetary resources necessary to maintain the facility following the completion of major renovations, for the continued benefit of the residents of the City of Lorain; and

**WHEREAS,** City of Lorain would like to engage the services of the Superlative Group, Inc. attached as exhibit "A"; and

# WHEREAS,

the agreement is broken down into 3 phases, with costs of all phases to be paid out of account 1010.B200.4160.6300.1500 Campana Park Contractual Services; and

WHEREAS, Phase 1, Asset Valuation Services, will have a fee of Twenty-Four Thousand Five Hundred Dollars (\$24,500.00), to be paid when the agreement is executed; and

WHEREAS, Phase II, if approved by the city to proceed, shall include a fee of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per month, not to exceed 12 months in duration; and

WHEREAS, Phase III, upon execution of a sponsorship agreement for the naming rights, shall include a commission fee of seventeen and one-half percent (17.5%) of the total sponsorship amount, payable annually upon the City's receipt of the sponsorship payment.

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

SECTION I. The Director of Safety/Service is hereby authorized and directed to enter into a Professional Service agreement with Superlative Group,

Inc. to obtain a sponsorship agreement at P.C. Campana Park, for a total cost not to exceed \$69,500.00 and 17.5% commission on the profit of the final sponsorship agreement.

# SECTION II.

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 Section 121.22 of the Ohio Revised Code.

# SECTION IV.

That this ordinance is hereby declared to be an emergency, the nature of which is the immediate need to start Phase I so that we can secure a sponsorship prior to the 2026 season at the park. Therefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED:	, 2025	PRESIDENT OF COUNCIL
ATTEST:	, CLERK	
APPROVED:	, 2025	
		MAYOR



Board of Control 2. c.

Meeting Date: 09/03/2025

# Subject:

A request from the Lorain Utilities Department to amend Ordinance 73-25 and to enter into a Water Pollution Control Loan Fund for the rehabilitation of the Peal & Tacoma Pump Stations not to exceed \$27,500,000.00 in long term obligations over a thirty (30) years. Pending approval of city council on 9/2/25; Ordinance \_\_\_\_\_.

Attachments

BOC - Utilities - Amend Ord, 73-25 Pearl & Tacoma WPCLF



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

1.	Request Date:	8/26/25
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- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Department to amend Ordinance 73-25 and to enter into a Water Pollution Control Loan Fund for the rehabilitation of the Peal & Tacoma Pump Stations not to exceed
- **4. Name of Vendor:** Ohio EPA and OWDA (Ohio Water Development Authority)
- **5.** Amount: \$ \$27,500,000.00
- Number of account to be used for funding:

7. VENI	DOR DETAIL Sole Source Vendor - Yes No	State Purchasing Vendor - Yes No
	e names and the quote received from <i>at</i> bids were submitted, use this area to li	least three vendors for the requested item; st vendor names and bid amounts.
Vend	lor #1	
Vend	lor #2	
Vend	lor #3	
Vend	lor #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)



Board of Control 2. d.

Meeting Date: 09/03/2025

# Subject:

A request from the Lorain Utilities Department to enter into a contract with the lowest and best bidder, Great Lakes Construction, for the rehabilitation of the Pearl & Tacoma Pump Stations; not to exceed \$25,000,000.00. Great Lakes Construction was the only bidder for the Pearl & Tacoma Pump Station Improvements. Pending city council approval on 9/2/25; Ordinance \_\_\_\_\_\_. Funding will be provided by a low-interest loan from the Ohio Environmental Protection Agency WPCLF (Water Pollution Control Loan Fund).

**Attachments** 

BOC - Utilities - LBB Pearl & Tacoma - Great Lakes Construction



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

1. Request Date: 8/26/25

4. Name of Vendor: Great Lakes Construction

- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Department to enter into a contract with the lowest and best bidder, Great Lakes Construction, for the rehabilitation of the Pearl & Tacoma Pump Stations; not to exceed
- 5. Amount: \$ Not to exceed \$25,000,000.006. Number of account to be used for WPCLF (Water Pollution Control Loan Fund) 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 #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)



Board of Control 2. e.

Meeting Date: 09/03/2025

# Subject:

A request from the Lorain Utilities Department to enter into a contract with the highest rated and ranked engineering firm, HDR Engineering, for professional services related to the construction of improvements to the Jaeger Road Pump Station in an amount not to exceed \$400,000.00. Pending city council approval on 9/2/25; Ordinance \_\_\_\_\_. Funding will be provided by a low-interest loan from the Ohio Environmental Protection Agency WPCLF (Water Pollution Control Loan Fund).

# **Attachments**

BOC - Utilities - Jaeger Road Pump Station Improvements Prof Svcs - HDR Engineering Jaeger Rd PS - HDR Scope Fee\_Construction\_20250224



# BOARD OF CONTROL REQUEST FORM

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

1. Request Date: 8/27/25

7 VENDOR DETAIL

- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Department to enter into a contract with the highest rated and ranked engineering firm, HDR Engineering, for professional services related to the construction of improvements
- 4. Name of Vendor: HDR Engineering
- **5. Amount:** \$ Not to exceed \$400,000.00
- 6. Number of account to be used for WPCLF (Water Pollution Control Loan Fund) funding:

0

- 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)



# SCOPE OF SERVICES

# CITY OF LORAIN OHIO, JAEGER PUMP STATION IMPROVEMENT PROJECT

February 24, 2025

# **Background**

The City of Lorain (City) is upgrading the Jaeger Road Pump Station to increase system capacity and improve reliability. The existing pump station is 35 years old and is approaching the end of its useful life.

The Pump Station will be rehabilitated and upgraded to increase the firm capacity to account for population growth since original construction in 1987, as well as future population growth. Generally, the scope of work includes replacement of all major electrical and mechanical systems. Under previous work on this project, HDR completed preliminary engineering evaluations, the preparation of a Basis of Design Report (BODR), and detailed design documents.

Scope provided herein includes additional design work performed during the previous design phase, completion of Bid Ready Design Documents, Bidding Phase Services, construction administration, commissioning, and project closeout.

Under this scope of services, HDR will work closely with the City to implement this Pump Station Improvements Project. This project will be delineated into the following tasks:

- 1. Task 3 Detailed Design
- 2. Task 4 Bidding Support
- 3. Task 5 Services During Construction
- 4. Task 6 Startup and Commissioning Support
- 5. Task 7 Closeout

The following general assumptions apply to the tasks and activities included in this scope of work:

- Design follows Ohio Building and Construction Codes (i.e., Building, Electrical, Fire, Mechanical, Plumbing, etc.) in effect at the time preliminary design was started in October 2023.
- There will be no impact to state or federal listed Endangered Species Act species, nor archeological investigations or permits required.
- The City will provide access to properties that need to be available over the project duration.
- Anticipated NTP to the Contractor is July 2025 and anticipated construction duration is 26 months.

# **Detailed Scope of Services**

# TASK 3 – DETAILED DESIGN

Detailed design has been completed under previously authorized work, pending incorporation of final internal review comments. This scope includes additional design work performed previously, and finalizing of the bid documents based on the 100% design documents that were submitted previously.



# Additional Design Work (Already Authorized and Completed)

During the previous design phase, two additional tasks were performed that were not included in the initial fee for Design services:

- During the design phase, the City approved the addition of scope for HDR to perform transient
  modeling. The result of this modeling work was a recommendation to include a hydropneumatic
  surge tank in the design. The inclusion of this equipment was not included in the original design
  scope and required additional work to complete the process, architectural, structural, electrical,
  and instrumentation design.
- At the 50% design review meeting, the City asked HDR to review the potential sound impacts of
  the new generator that is to be installed. HDR performed sound modeling to determine whether
  the generator would exceed City of Lorain sound ordinances and developed recommendations for
  mitigating the radiated noise level from the generator. These recommendations were incorporated
  into the structural, architectural, and mechanical design.

# 3.5 Bid Documents

100% design documents and draft bid documents were completed and submitted under previously authorized work. The scope of work includes final changes to the 100% design documents and development of final bid documents.

# **Task 3.5 Assumptions**

- 1. Instrumentation Loop drawings have not been provided during the design phase but will be provided by the Contractor.
- 2. Fees associated with permits will be paid by City of Lorain.
- 3. The engineer's opinion of probable construction cost (OEPCC) will be updated to reflect the anticipated mid-point of construction.
- 4. Contract specifications (i.e., front-end Division 00 and 01 documents) will be provided by the City.

# Task 3.5 Deliverables

- 1. Agenda, presentation, and summary notes for workshops and meetings
- 2. Design documents as described above, submitted as Adobe PDF files. Native files (MS Office, MS Project, AutoCAD 3, BIM) can be provided upon request.
- 3. Draft and final permit applications

# TASK 4 – BIDDING SUPPORT

The HDR Team will assist the City in bid phase services associated with the project, as listed below.

- 1. Assist in advertising for and obtaining bids for the work. Where applicable, maintain a record of prospective bidders to whom bidding documents have been issued.
- 2. Attend one Pre-Bid Conference, develop a presentation overview of the project for delivery, and issue Meeting Minutes.
- 3. Issue addenda as appropriate to clarify, correct, or change the bid documents.
- 4. Attend the Bid Opening.
- 5. Prepare bid tabulation sheets, assist the City in the technical evaluation of bids, and provide support in determining if contractors meet the pre-qualification requirements.

6. At the completion of the bidding phase, HDR will prepare Conformed-to-Contract documents, defined as the unofficial set of documents in which the original signed and executed Contract Documents are amended to incorporate addenda issued during the bid process.

#### **Task 4 Assumptions**

- 1. The Pre-Bid Conference will be in-person and up to two hours in length.
- 2. The Bid Opening will be in-person and one hour in length.
- 3. HDR will not provide dispute resolution services between the City and bidders.
- 4. HDR will issue up to four addenda.
- 5. Scope does not include project rebidding. The HDR Team's efforts to support a re-bid will be considered a supplemental service.
- 6. Conformed documents to be submitted electronically (PDF, native files as requested). Two full-size (22x34) copies will be provided for the City's use.

#### Task 4 Deliverables

- 1. Pre-Bid Conference Meeting Minutes
- 2. Addenda (2)
- 3. Bid Tabulation and Recommendation of Award Letter
- 4. Conformed drawings.
- 5. Conformed front-end documents, specifications, Geotechnical Report.

# TASK 5 – SERVICES DURING CONSTRUCTION

HDR is providing the following scope for construction administration and construction inspection as optional services with the understanding that the City may choose to utilize another firm to provide these services.

# 5.1 Contract Administration (CA)

This subtask consists of attending progress meetings and participating in conference calls, reviewing construction submittals, producing and maintaining a list of required submittals, reviewing and responding to requests for information (RFIs), preparing design changes, reviewing Contractor's as-built red line drawings, and assisting in the preparation and administration of work orders, change orders, and claims. HDR will coordinate with the third-party Construction Manager (CM) throughout the construction phase. More specifically, HDR will:

- 1. Attend a pre-construction meeting with the City and Contractor, led by the CM, to:
  - a. Review project scope and contract requirements, including scheduling and sequencing.
  - b. Discuss lines of communication, submittal and RFI procedures.
  - c. Discuss other coordination topics as needed.
- 2. Participate in progress meetings and other meetings that take place during construction. It is assumed there will be one pre-construction meeting, 12 monthly construction progress meetings, and three other meetings, as required. Two HDR employees will attend all meetings.
- 3. Review construction submittals, contractor- and vendor-provided operations and maintenance (O&M) manuals, contractor- and vendor-provided O&M training outlines and other information submitted by the Contractor for compliance with the design concept and Contract Documents. Submittals will be recommended for approval, returned for revision, rejected, or filed for information only. The goal will be for submittal and resubmittal reviews to be completed within 10 business days of receipt by HDR.
- 4. Provide interpretation of Contract Documents when requested by the City.
- 5. As requested by the City, prepare responses to Requests for Information (RFIs). The goal will be for RFI responses to be completed within five business days of receipt by HDR.
- 6. Consider and evaluate the contractor's Value Engineering suggestions for modifications to the Contract Documents.



- 7. Visit the site on an as-needed basis to observe or review elements of the Construction when requested by the City or the CM.
- 8. Implement owner-requested changes to the Contract Documents.
- 9. Provide review of work orders, change orders and claims as requested by the City and the CM.

#### Task 5.1 Assumptions

- 1. It is assumed that the CM will lead all meetings.
- 2. The CM will administer submittals, RFIs, and change orders.
- 3. 120 submittals and 40 re-submittals at four hours per submittal or re-submittal.
- 4. 52 RFIs at four hours per RFI.
- 5. Six contractor Value Engineering suggestions at four hours per suggestion.
- 6. 12 site visits at 8 hours per site visit.
- 7. Two owner-requested design changes at 20 hours per change.
- 8. 14 work orders/change orders and one claim at 8 hours each.

# TASK 6 – STARTUP AND COMMISSIONING SUPPORT

Start-up and commissioning services will consist of the following specific activities:

- Pumping System Commissioning and Startup Support HDR will assist the City during pump station commissioning and start up. The assistance will include attendance at all functional and performance tests, review of actual pump performance compared to manufacturer-provided pump curve, and coordination with Contractor and pump manufacturer to address any issues that may occur.
- 2. Control Systems Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) HDR will review the contractor-submitted test plans for the FAT and the SAT and provide input related to PLC/HMI/OIT programming. The plans will identify roles and responsibilities for HDR and the contractor and vendor package control system, test schedules, and validation processes. They will also include sign off sheets for the FAT and the SAT that will be used during the tests at the panel manufacturer's facility and then at site.
- 3. System Operation and Maintenance (O&M) Manuals HDR will develop O&M manuals for equipment and/or processes where equipment or controls have been modified. HDR will coordinate with the City to determine the desired format of the O&M manuals. The O&M manuals will address suggested sequence of operation, operational strategies, process control, safety aspects, and standard operating procedures. In general, information from the vendor provided O&M Manuals will not be repeated.
- 4. <u>Staff Training</u> HDR will coordinate with the City to arrange for the training of appropriate plant staff. The training will be scheduled to occur prior to commissioning and start up. HDR shall prepare a training material and curriculum based on staff interactions with the equipment. Training will be conducted in a classroom environment, at a City provided facility. The training will be hands-on as to the greatest extent possible.
- 5. Control System Commissioning and Startup Assistance HDR will assist the City during control system commissioning and start up. The assistance will include supporting the City during start up by ensuring that the control system responds to operator-initiated actions, the process controls functionality is as described in the PCD, loops are tuned to maintain a stable system, alarms are tested, and limits and ranges are coordinated from field device to the control system. HDR shall also participate in the system functional test and fully integrated test as required in the specifications. The signed off tests shall be included in the O&M manual.
- 6. Operational Readiness Response (ORR) Support HDR shall provide ORR support for the control and pumping system operation for a period of six months after Demonstration Period and acceptance by the City. This support will include a 2-hour response time after any issues are identified that are related to the scope provided by HDR.

# **Task 6 Assumptions**

- 1. The FAT will be combined for the hardware and software at the panel fabricator's shop floor and will include the PLC program and the HMI/OIT screens.
- 2. The SAT will include functional testing and operational testing after components are installed and will confirm that equipment and processes, including vendor supplied equipment packages are integrated and are communicating with other systems.
- 3. The FAT and SAT will each be one week in length (two weeks total) and one employee from HDR will attend.
- 4. One O&M manual will be developed, and the City will be provided with one hard copy (three ring binder) and an electronic copy.
- 5. One staff training session of four-hour duration. Control system hardware training and vendor supplied control system training will be covered by others. If additional training is required, to train additional shifts (beyond the day shift), this can be provided as a supplemental service. Recording of the training sessions for future reference can be provided as a supplemental service.
- 6. Pump system commissioning and startup assistance two employees for one week.
- 7. Control system commissioning and startup assistance two employees for one week.

# TASK 7 - PROJECT CLOSEOUT

After project acceptance and commissioning, HDR will proceed with completion of the following tasks:

- Record Documents will be compiled from the contractor provided as-built red lines. HDR will
  provide one full-size set and one half-size set of approved final plans, and one set of final
  specifications. HDR will also provide an electronic version of the Record Documents.
- 2. Prior to substantial completion, a punch list will be completed organized by design discipline and submit to the City.
- 3. A final project performance certification will be conducted one year after project completion, for new equipment, structures, and buildings.

#### Task 7 Deliverables

- 1. Record Documents
- 2. Punch List
- 3. Final Project Performance Certification Memo

# **Fee Estimate**

The scope of services described above shall be performed for a fee not to exceed \$443,300 as summarized in the table below. This is based on a Notice to Proceed being issued on or before March 2025.

Task	Total Fee
3 – Detailed Design	\$29,800
4 – Bidding	\$44,300
5 – Construction Administration	\$224,300
6 – Startup/Commissioning	\$105,800
7 – Closeout	\$39,100
TOTAL	\$443,300

HDR currently has approximately \$115,000 of fee remaining on its existing contract for this project.



HDR's fee for this project is comprised of direct labor costs, billed as set rates reflecting a multiplier of 3.10 and other direct expenses (ODCs), billed at cost. With this scope and fee, HDR is requesting an increase of just under 5% to the categorical labor rates, as provided below. These rates are effective through December 2025.

Project Role	Burdened Labor Rate (\$/hour)
Senior Project Manager/Technical Advisor/Design Manager	\$390.00
Deputy Project Manager/Task Manager	\$250.00
Senior Project Engineer	\$275.00
Project Engineer	\$198.00
Project Manager	\$165.00
Junior Engineer	\$132.00
CADD Technician	\$115.50
Administrative/Clerical	\$110.00



Board of Control 2. f.

Meeting Date: 09/03/2025

# Subject:

A request from the Lorain Utilities Department to enter into a contract with the highest rated and ranked engineering firm, Dynotec / Accenture, for the construction management services for the construction of Pearl & Tacoma Pump Station Improvements Project in an amount not to exceed \$1,700,000.00. Pending city council approval on 9/2/25; Ordinance \_\_\_\_\_. Funding for this will be provided by a WPCLF (Water Pollution Control Loan Fund) through the Ohio EPA and OWDA.)

# **Attachments**

BOC - Utilities - CMS for Pearl & Tacoma Pump Station Improvements - Dynotec Accenture

COST PROPOSAL - Pearl and Tacoma CMS



# 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 >>>

<ol> <li>Request Date: 8/27/25</li> </ol>	1.	Red	ruest	Date:	8/27	125
---	----	-----	-------	-------	------	-----

4. Name of Vendor: Dynotec / Accenture

- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Department to enter into a contract with the highest rated and ranked engineering firm, Dynotec /
  Accenture, for the construction management services for the
- 5. Amount: \$ Not to exceed \$1,700,000.00
  6. Number of account to be used for WPCLF (Water Pollution Control Loan Fund) 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 #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)





# **Pearl and Tacoma Pump Station Improvements Cost Proposal for Construction Management and Inspection Services**

#### **ASSUMPTIONS**

- \$21,830,000 Construction Cost
- Estimated October 1, 2025 NTP
- 24 month project schedule
- -- 1 month pre-construction, 1 month post-construction
- -- Completion Date: December 1, 2027
- Project Executive (Part Time)
- -- 8 Hours/week throughout construction duration (24 months)
- Project Manager (Part Time)
- -- 16 Hours/week throughout construction duration (24 months)
- One inspector (Full Time 40 Hours/week)
- -- Full-time (24 months)
- -- Includes 10% contingency (Construction Hours) for overtime
- Second inspector (15 months)
- -- Includes 10% contingency (Construction Hours) for overtime
- Normal project close out activities
- Material testing allowance not included
- Employees will be billed at actual base rate at time of service
- -- Base rates are structured to account for anticipated annual cost-of-living adjustments over the 24-month schedule.
- Only hours and expenses expended as part of the project will be billed
- -- Any unused funds will not be billed to the project.

#### PROPOSED STAFF

<u>Individual</u> **Position** Vince Parcher Project Executive Tyler Brennan Project Manager Joseph Novak Construction Inspector Tyler Tekaucic Construction Inspector

#### DIRECT LABOR

	Base	Pre Co	nstruction	Const	ruction	Post	Construction
	Rate	Hours	Cost	Hours	Cost	Hours	Cost
Vince Parcher	\$80.00	112	\$8,960	768	\$61,440	72	\$5,760
Tyler Brennan	\$78.00	104	\$8,112	1,536	\$119,808	104	\$8,112
Joseph Novak	\$44.00	208	\$9,152	4,435	\$195,149	200	\$8,800
Tyler Tekaucic	\$42.00	-	\$0	2,816	\$118,272	80	\$3,360
TOTAL DIRECT LABOR:	•	424	\$26,224	9,555	\$494,669	456	\$26,032

#### INDIRECT EXPENSES AND FEE

Overhead @ 161%	\$42,221	\$796,417	\$41,912
Subtotal	\$68,445	\$1,291,086	\$67,944
Fee @ 15%	\$10,267	\$193,663	\$10,192

\$78,712 SUBCONSULTANTS (Material Testing) \$0

REIMBURSABLE EXPENSES

TOTAL INDIRECT EXPENSES AND FEE

TOTAL REIMBURSABLE EXPENSE \$5,200

# **COST PROPOSAL SUMMARY**

Preconstruction	\$78,712
Construction	\$1,484,749
Post Construction	\$78,136
Subconsultants	\$0
Reimbursable Expenses	\$5,200
TOTAL ESTIMATED COST	\$1,646,796

\$1,484,749

\$78,136



Board of Control 2. g.

Meeting Date: 09/03/2025

# Subject:

A request from the Lorain Utilities Department to enter into an Ohio Water Pollution Control Loan Fund (WPCLF) Water Resource Restoration Sponsor Program Sponsorship (WRRSP) Agreement for the construction of the Jaeger Road Pump Station Improvements in an amount not to exceed \$537,000.00. Funding will be provided by a WPCLF (Water Pollution Control Loan Fund) Pending city council approval on 9/2/25; Ordinance \_\_\_\_\_.

# **Attachments**

BOC - Utilities - Const Jaeger Road PS - WPCLF & Sponsorship SingerLake-Sponsorship\_8-6-2025 SponsorshipAgreement DRAFT



8.

# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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.

<<< Answe	er all of the following questions	s for each request submitted >>>
1. Request Date:	8/26/25	
2. Name of Department	Submitting Request: Lorain Utiliti	es Department
Pollution Control Loan Fu (WRRSP) Agreement for not to exceed \$537,000.0	and (WPCLF) Water Resource Restorted the construction of the Jaeger Road	Department to enter into an Ohio Water pration Sponsor Program Sponsorship Pump Station Improvements in an amous PCLF (Water Pollution Control Loan Fund
4. Name of Vendor:	WPCLF	
5. Amount: Not to exce	ed \$537,000.00	
6. Number of account to	o be used for funding: WPCLF &	WRRSP Loan and Sponsorship
7. VENDOR DETAIL		
Sole Source \	Vendor - Yes / <mark>No</mark>	State Purchasing Vendor - Yes / No
	e quote received from <i>at least</i> thre mitted, use this area to list vendo	ee vendors for the requested item; r names and bid amounts.
Vendor #1		
Vendor #2		
Vendor #3		
Vendor #4		
	as verified that the vendor select	ed is registered with the City. Yes

10. If necessary, has City Council approved and when? \_\_\_\_\_9/2/25 Ordinance:



# The City of Lorain, Ohio UTILITIES DEPARTMENT

Administrative Offices - 1106 First Street Lorain, Ohio 44052

August 07, 2025

Steve Malone Division of Environmental and Financial Assistance Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43215-1049

Re: The City of Lorain, Ohio Utilities Department's Intent to Enter into WRRSP Sponsorship Agreement

Dear Mr. Malone:

By this letter, we are informing you of our intent to enter into a sponsorship agreement for the purpose of implementing the following Water Resource Restoration Sponsor Program (WRRSP) project: Singer Lake Bog Expansion

This project will be sponsored by The City of Lorain, Ohio Utilities Department, and will be implemented by the Cleveland Museum of Natural Science. This project will be sponsored by the following loan(s):

Jaeger Road Pump Station Improvements	WPCLF Loan Number <u>TBD</u>
Signed Sponsor:	Signed Implementer:
Alle Sales	Latricia Lali.
doseph A. Čarbonaro	Patricia Lohiser
Director of Utilities	Senior Director of Finance
The City of Lorain Utilities Department	Cleveland Museum of Natural History
8/6/2025	8/6/2025
Date / /	Date / /

Note: For projects with a sole sponsor, the sponsor will submit a resolution adopted by its governing body indicating that it will sponsor the WRRSP project for an amount not to exceed the eligible amount as shown on the WRRSP Intended Projects List. If multiple sponsors have been identified, the WRRSP project costs will be divided among these sponsors and a letter of intent will be submitted for each individual sponsor.



# OHIO WATER POLLUTION CONTROL LOAN FUND WATER RESOURCE RESTORATION SPONSOR PROGRAM SPONSORSHIP AGREEMENT

# by and between

Cleveland Museum of Natural History and the City of Lorain, Ohio Utilities Department

#### for the

# SINGER LAKE BOG EXPANSION PROTECTION PROJECT WR391489-0020

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high-quality aquatic ecosystem resources; and

WHEREAS, an applicant applying to the WPCLF for financing of a water quality improvement project may also sponsor a qualifying WRRSP project to be undertaken by itself, or by an entity with the ability to implement the WRRSP project; and

WHEREAS, the City of Lorain, Ohio Utilities Department ("Sponsor") has applied for funding from the WPCLF for project, Jaeger Road Pump Station Improvements, and has also requested to sponsor the Singer Lake Bog Expansion WRRSP project WR391489-0020 (Project") as part of that WPCLF loan; and

WHEREAS, the Cleveland Museum of Natural History ("Implementer") has agreed to undertake the implementation of the WRRSP Project which is further described in the Ohio EPA -approved final Restoration and Protection Plan ("Plan");

WHEREAS, the Sponsor and the Implementer have the common purpose of completing the WRRSP Project in accordance with the Plan to protect and improve water resources within the State of Ohio; and

WHEREAS, the Implementer will be a party to the environmental covenant ("Covenant") to be developed under O.R.C. Sections 5301.80 – 5301.92 to document the activity and use limitations imposed upon the property associated with the WRRSP Project as a condition of WPCLF assistance.

THEREFORE, the Sponsor and the Implementer agree to be bound by the terms and conditions of this WRRSP Sponsorship Agreement.

Water Resource Restoration Sponsor Program Project WR	
Sponsorship Agreement between Cleveland Museum of Natural History and the City of Lorain, Ohio	Utilities
Department	
Page 2 of 6	

# **SECTION I. GENERAL PROVISIONS**

- A. Pursuant to the intent of the WRRSP, the Sponsor and the Implementer agree that the essence of this agreement is for the parties to carry out their respective responsibilities in perpetuity for the planning, implementation, management, preservation, and maintenance of the WRRSP Project and its associated water resources in accordance with the Plan and the Covenant.
- B. The parties acknowledge that a failure to implement the terms of this Agreement, the Plan, or the Covenant may be determined by the Ohio EPA to be an instance of default by the Sponsor on its WPCLF Loan Agreement. The Sponsor and the Implementer further acknowledge that remedies provided under the WPCLF Loan Agreement may be invoked by the Ohio EPA against the Sponsor for unresolved instances of default. The Implementer acknowledges that the Ohio EPA shall seek to resolve any failure to conform to the provisions of the Covenant or failure to implement the Plan first by seeking remedy directly from the Implementer before taking action against the Sponsor.
- C. The parties acknowledge that, if the Ohio EPA determines that the Implementer has failed to conform to the provisions of the Covenant or to implement the Plan it may declare such failure an event of default and shall provide the Implementer and Sponsor with written notice of such event of default. If the Implementer fails to cure such default in a timely manner, the Sponsor shall have the right to take all steps necessary to cure the default in order to avoid the Ohio EPA's invoking remedies against the Sponsor for unresolved instances of default under the WPCLF Loan Agreement, up to the total cost of the WRRSP Project financed by the WPCLF and any interest discount applied for the remainder of the term of the Loan Agreement.

# SECTION II. WRRSP PAYMENT REQUESTS AND DISBURSEMENTS

All requests for disbursement of funds for eligible expenses to implement the WRRSP Project shall be submitted on the Water Pollution Control Loan Fund WRRSP Disbursement Request form provided by the Ohio EPA. The Implementer and the Sponsor agree to review all disbursement requests to ensure that they are appropriate expenses within the scope of the WRRSP Project.

Disbursement requests shall first be reviewed and approved by the Implementer, which shall then submit them to the Sponsor. The Sponsor shall review and approve the disbursement requests and submit them to the Ohio EPA, Division of Environmental and Financial Assistance, with a completed copy of the accompanying disbursement request form. The Ohio EPA will review and approve disbursement requests for eligibility and reasonableness, based on conformance with the items identified in Exhibit 1A of the WPCLF Loan Agreement between the Sponsor and the Ohio EPA, which is attached to and made part of this Agreement as Exhibit 1A. Upon Ohio EPA's approval of the disbursement requests, the Ohio Water Development Authority is authorized to disburse funds directly to the Implementer or an escrow agent designated by the Sponsor.

Water Resource Restoration Sponsor Program Project WR\_\_\_\_\_\_ Sponsorship Agreement between Cleveland Museum of Natural History and the City of Lorain, Ohio Utilities Department Page 3 of 6

# SECTION III. WRRSP PROJECT SCHEDULE

The Implementer agrees that it shall not begin implementation of the WRRSP Project prior to the completion of all necessary approvals by the Ohio EPA and the execution of the WPCLF Loan Agreement by all parties, or alternatively, prior to the receipt of approval from the Ohio EPA to do so. All actions to implement the WRRSP Project that are called for under the loan agreement or in the Plan shall be completed by the Performance Certification Date identified on Exhibit 1 of the Sponsor's WPCLF Loan Agreement.

# SECTION IV. OBLIGATION TO PROTECT AND MAINTAIN THE WRRSP PROJECT

The Sponsor and Implementer recognize the value of the area associated with the WRRSP Project as an aquatic ecosystem resource, as well as its value as a scenic, natural, and aesthetic resource. Upon completion, the WRRSP Project will contribute to the physical, biological, and chemical integrity of the water quality of the Singer Lake Bog. These and other conservation values associated with the WRRSP Project have been documented in the Plan as approved by the Ohio EPA and included in the Covenant.

The parties agree that the Plan and the Covenant constitute the basis for subsequent actions by the Implementer under this Agreement and are incorporated herein by reference. Without limitation, the Plan is intended to serve as an objective information baseline for monitoring perpetual conformance with the Covenant. The Sponsor and the Implementer agree that the perpetual protection and maintenance of the WRRSP Project shall be carried out in accordance with the responsibilities identified in the Plan and the Covenant.

#### SECTION V. INDEPENDENCE OF PARTIES

The Sponsor and the Implementer are independent parties and neither of the parties shall be considered an agent for the other party.

# SECTION VI. TERMINATION

- A. The Sponsor and the Implementer shall work together under this Agreement to complete the WRRSP Project in accordance with the Plan. However, the Sponsor and the Implementer specifically retain the right to terminate this Agreement for any reason with written notice to the other party not less than five (5) days prior to the date that the Sponsor enters into the WPCLF Loan Agreement.
- B. If the Ohio EPA does not award WPCLF assistance for the WRRSP Project, either the Sponsor or the Implementer may terminate this Agreement.

Water Resource Restoration Sponsor Program Project WR\_\_\_\_\_\_ Sponsorship Agreement between Cleveland Museum of Natural History and the City of Lorain, Ohio Utilities Department Page 4 of 6

# SECTION VII. DEFAULT

In the event of default by any party under this Agreement, the non-defaulting party will have all remedies available to it at law or in equity, including the right of termination, injunctive relief, and the right to specific performance. No party shall be deemed to be in default of this Agreement unless and until the other party has provided written notice to the defaulting party specifying the default and (a) in the case of a monetary default, the defaulting party fails to cure the default within fifteen (15) days of notice; or (b) in the case of any other type of default, the defaulting party fails to cure the default within thirty (30) days of notice, or fails to commence and diligently prosecute such cure to completion if such cure cannot, with reasonable diligence, be completed with such thirty-day (30) period.

#### SECTION VIII. NOTICE

Any document or communication required by this Agreement shall be submitted to:

# **Sponsor**

President and CEO Cleveland Museum of Natural History 1 Wade Oval Drive Cleveland, Ohio 44106

# Implementer

Director of Utilities
The City of Lorain, Ohio Utilities Department
1106 First Street
Lorain, Ohio 44052

Ohio EPA Chief Ohio EPA DEFA P.O. Box 1049 Columbus, Ohio 43216-1049

#### SECTION IX. COMPLIANCE WITH LAWS

In performing their obligations hereunder, the parties hereto will comply with all applicable federal, state, and municipal laws.

(Remainder of page intentionally blank.)

Nater Resource Restoration Sponsor Program Project WR
Sponsorship Agreement between Cleveland Museum of Natural History and the City of Lorain, Ohio Utilities
Department
Page 5 of 6

# IT IS SO AGREED:

The City of Lorain, Ohio Utilities Department (Sponsor)
By:
Name: Joseph A. Carbonaro
Title: Director of Utilities
Date:
Approved as to Form
Cleveland Museum of Natural History (Implementer)
By:
Name: Sonia Winner
Title: President and CEO
Date:
Approved as to Form

Water Resource Restoration Sponsor Program Project WR\_\_\_\_\_ Sponsorship Agreement between Cleveland Museum of Natural History and the City of Lorain, Ohio Utilities Department Page 6 of 6



Board of Control 2. h.

Meeting Date: 09/03/2025

# Subject:

A request from the Lorain Utilities Purification Department for a purchase order not to exceed \$120,000.00 with Phoenix Tech International for the immediate rehabilitation of the two (2) wash water tanks to maintain proper backwash operations in the Purification Plant. Funding GL Account 6020.P602.6440.6700.1500 Purification Operations - Facility Improvement.

# Attachments

BOC - Purification - Rehab Two Wash Water Tanks - Phoenix Tech International 2025 Backwash tank inspection

CITY OF LORAIN WATER TANK REVISED PROPOSAL - Phoenix Tech



# 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: 8/26/25
- 2. Name of Department Submitting Request: Lorain Utilities Purification Department
- 3. Summary of Report: A request from the Lorain Utilities Purification Department for a purchase order not to exceed \$120,000.00 with Phoenix Tech International for the immediate rehabilitation of the two (2) wash water
- 4. Name of Vendor: Phoenix Tech International
- 5. Amount: \$ Not to exceed \$120,000
- 6. Number of account to be used for 6020.P602.6440.6700.1500 funding:

7. VEND	OR DETAIL Sole Source Vendor - Yes	No 💿	State Purchasing Vendor - Yes No
	names and the quote received fro bids were submitted, use this are		e vendors for the requested item; names and bid amounts.
Vend	or #1		
Vend	or #2		
Vend	or #3		
Vend	or #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)

# **Backwash Tank Inspections**



Inspections conducted: 1.22.2025
Inspected by Matt Patrick – USG Water

Questions?
Contact Daryl Bowling
Daryl.Bowling@usgwater.com





































































## Recommendations (Backwash tank 1)

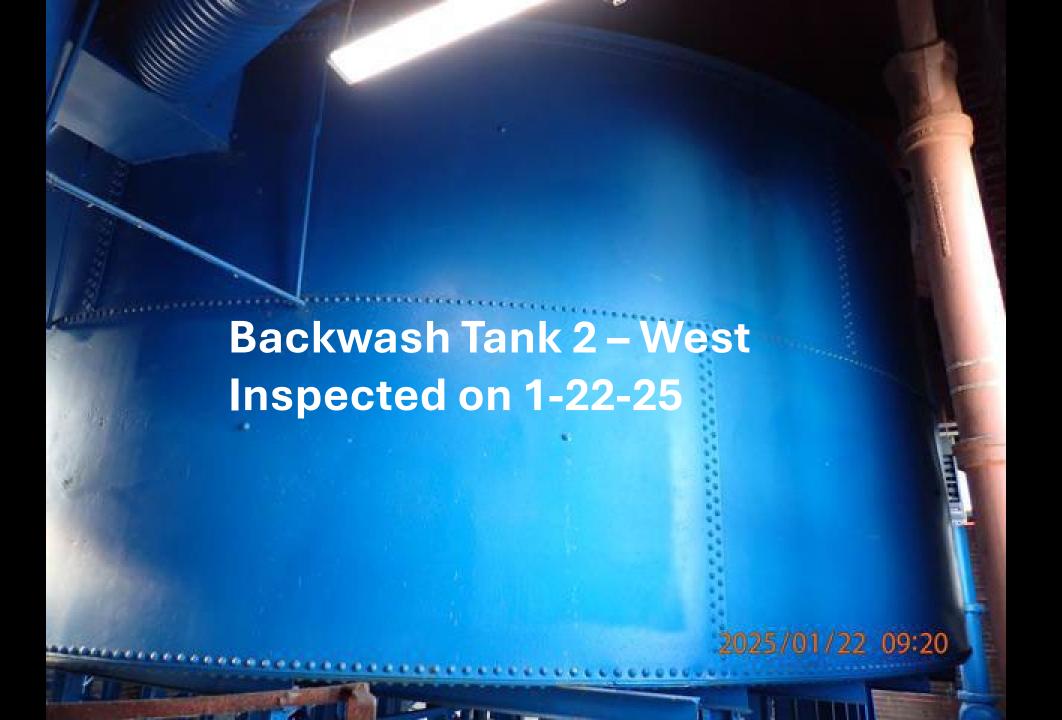
- 1. Degrease all interior surfaces. This could a few days.
- 2. Prepare the interior for full blast
- 3. Blast the interior at SSPC-SP10
- Determine the surface areas that will need to be welded and repaired.
- 5. Apply 1 coat of epoxy Primer.
- 6. Apply 1 finish coat of Epoxy.

## **Backwash Tank 2**

Inspections conducted: 1.22.2025
Inspected by Matt Patrick – USG Water

Questions?
Contact Daryl Bowling
Daryl.Bowling@usgwater.com

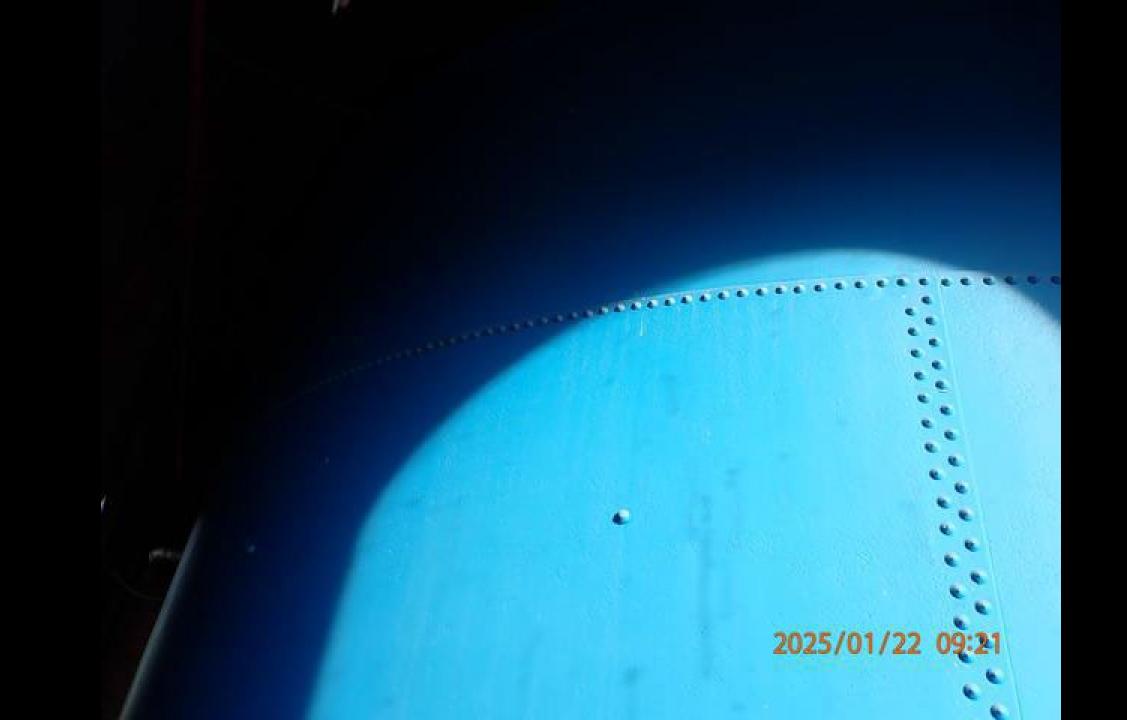


































































# Recommendations (Backwash tank 2)

- 1. Degrease all interior surfaces. This could a few days.
- 2. Prepare the interior for full blast
- 3. Blast the interior at SSPC-SP10
- Determine the surface areas that will need to be welded and repaired.
- 5. Apply 1 coat of epoxy Primer.
- 6. Apply 1 finish coat of Epoxy.

Same recommendations at Backwash tank 1.



**Conventional & Special Coatings Applications** 

**Phoenix Tech International** 

Conventional & Special Coating Applications
Corneliu Mihalca (President)
Cell:330-606-7800
cornel@phoenixtechint.com

07/21/2025

Avery Brown
Superintendent
The City of Lorain, Ohio Department of Utilities
1106 West 1st St
Lorain, OH 44052
(440) 204-2509
Avery\_brown@cityoflorain.org

Dear Mr. Brown,

We are pleased to submit our revised proposal for the **backwash tank repair** and the **preparation and lining of the interior of your water tanks** per your request, information provided, and our conversation on location.

#### **BACKWASH TANK REPAIR SCOPE:**

- (2) 36" Diameter manway hatches inside wall of each tank
- No paint
- Delivery to site

Base Bid Total: \$ 53,800.00

### REPAIR WORK AS DETERMINED AFTER BLASTING

- (2) Journeymen (1) Day
- Includes welding and consumables
- Any patching steel not included

**Pricing Per Day: \$3,450.00** 

#### LINING OF INTERIOR OF TANK SCOPE:

- Cover top to contain most of the debris
- Cover top on the other tank to avoid contamination
- Install an air ventilation system
- Seal bottom valve
- Water blast to remove residue and contamination, as well as to assess the tank's condition
- Vacuum water
- Sandblast to remove rust
- Remove abrasive waste
- Repairs completed as needed (this would be done by others)
- Apply an epoxy coating per manufacturer's specification that is AWWA approved
- Five year warranty on the labor and material

Base Bid Total: \$ 18,300.00 per tank

#### **Clarifications**

 Per our conversation, an access hatch should be installed on each tank to make access easy in any situation



**Conventional & Special Coatings Applications** 

# **Phoenix Tech International**

Conventional & Special Coating **Applications** Corneliu Mihalca (President) Cell:330-606-7800 cornel@phoenixtechint.com

- This project is a high-difficulty job due to the location, difficult access, and complicated logistics
- Thirty Day Net Upon Completion
- **Quote Amount Is Good For Sixty Days**

Thank you for the opportunity to bid the project and please contact Phoenix Tech International with any questions you may have.

Sincerely, Corneliu Mihalca President Cell:330-606-7800 cornel@phoenixtechint.com



# **CITY OF LORAIN**

Board of Control 2. i.

Meeting Date: 09/03/2025

# Subject:

A request from the Lorain Utilities Black River WWTP for a purchase order in an amount not to exceed \$100,000.00 with G.E.T. Industries, Inc. for the procurement and installation of one (1) Grind Hog 26ASX grinder. Pending city council approval on 9/2/25; Ordinance \_\_\_\_\_. Funding GL Account 6130.P613.6310.6700.1500 Plant Operations.

# **Attachments**

BOC - BRWWTP - Grind Hog 26ASX Grinder - GET Industries Quote - BRWWTP - Grind Hog 26ASX Grinder - GET Industries



# BOARD OF CONTROL REQUEST FORM

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(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: 8/26/25

- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Black River WWTP for a purchase order in an amount not to exceed \$100,000.00 with G.E.T. Industries, Inc. for the procurement and installation of one (1) Grind Hog 26ASX ■
- 4. Name of Vendor: G.E.T Industries
- 5. Amount: \$ Not to exceed \$100,000
- 6. Number of account to be used for WPCLF & sponsorship through the Singer Lake Bog Exp funding:

7. VENI	OOR DETAIL Sole Source Vendor - Yes I	No 💿	State Purchasing Vendor - Yes No	) <b>(</b>
	e names and the quote received from bids were submitted, use this area		•	
Vend	or #1			
Vend	or #2			
Vend	or #3			
Vend	or #4			

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

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

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



SOLD TO:

Black River WWTP 100 Alabama Ave. Lorain, OH 44052

SHIP TO:

To Be Advised

# **G.E.T. INDUSTRIES INC.**

33 Cedar Drive, Caledon, Ontario L7K 1H5 Tel: (905) 451-9900 Fax: (519) 927-9315

Email: get@grindhog.com Web: www.grindhog.com

# **QUOTATION**

DATE						
21-Jul-25						
QUOTATION #						
072125						
OUR ORDER NUMBER						
PENDING						
TAG						
BLACK RIVER						

ATTENTION: Jim Sutter TELEPHONE NO. (440)541-325

E-MAIL james sutter(

james sutter@cityoflorain.org

YOUR ORDER NO.		NO.	DATE OF ORDER	TERMS		HST
Pending			Pending	1/3 Deposit - 2/3 30 Days		NA
DATE SHIPPED			SHIPPED FROM	SHIPPED VIA	PREPAID & ADD	COLLECT
16-18 Weeks		ks	Brampton	Transport	XX	
QTY	SHIPPED	B/O	DESCRIP <sup>*</sup>	TION UNIT PRICE		EXTENDED PRICE
1	SHIPPED	B/O	Replacement of Chical Grind Hog <sup>™</sup> 26ASX > Capacity 20 MGD > Motor, ABB/Baldor, 3 H Sub. XP C-I-A, W 35 ft. Control Cable > Rotation: Counter-Cloc	<b>go 25A</b> p., 460/3/60 Power &	UNIT PRICE	\$89,500.00
QUOTE VALID FOR 30 DAYS FROM ABOVE DATE PRICES DO NOT INCLUDE APPLICABLE TAXES					TOTAL US\$	\$89,500.00 <b>+ FREIGHT</b>



### **CITY OF LORAIN**

Board of Control 2. j.

Meeting Date: 09/03/2025

### Subject:

## \*\*\*A REQUEST TO WAIVE THE 24-HOUR RULE AND ADD AN ITEM FOR CONSIDERATION\*\*\*

A request from the Engineering Department to enter into a professional services agreement with Verdantas, LLC., for the Former St. Joseph Hospital Remediation in an amount not to exceed \$2,177,950.00 to be paid from a fund as determined by the Lorain City Auditor.

**Attachments** 

BOC Request Form Agreement



# BOARD OF CONTROL REQUEST FORM

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

All requests must be received by <u>no later than 4:00 p.m. on the Mondays</u> prior to the meeting, or by 4:00 p.m. two days prior to the meeting when BOC is held on a day other than Monday.

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

1. Request Date: 9/2/25

- 2. Name of Department Submitting Request: Engineering Department
- 3. Summary of Report: A request from the Engineering Department to enter into a professional services agreement with Verdantas, LLC., for the Former St. Joseph Hospital Remediation in an amount not to exceed \$2,177,950.00 to be paid from a fund as determined by the Lorain City Auditor.

4. Name of Vendor Verdantas, LLC

5. Amount: \$2,177,950.00

6. 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 NA

- 7. The Treasurer's Office has verified that the vendor selected is registered with the City.
- 8. Is the amount requested due to a change order? No
- **9.** If necessary, has City Council approved and when? Council approval being sought 9/2/25. Ordinance forthcoming.

	AGREEMENT BETWEEN THE CITY OF LORAIN AND CONSULTANT	
AGREEMENT		
effective as of the	day of	in the year of 2025.
BETWEEN the City:		The City of Lorain 200 West Erie Avenue Lorain, Ohio 44052
Γhe Consultant is:		Verdantas, LLC 4 Hemisphere Way Bedford, Ohio 44146
The Project is:		FORMER LORAIN ST. JOSEPH HOSPITAL REMEDIATION

The City of Lorain and Consultant agree as set forth below.

THIS AGREEMENT, effective as of the \_\_\_\_\_day of September, 2025, between the City of Lorain, organized and existing as a political subdivision of the State of Ohio, and Verdantas, LLC. With a place of business located at 4 Hemisphere Way, Bedford, Ohio 44146 ("Consultant"). The City of Lorain and Consultant agree as set forth below:

WHEREAS, it is necessary to perform professional design services for the Former Lorain St. Joseph Hospital Remediation (herein after known as PROJECT); and

WHEREAS, in order to perform such services, it is necessary to supplement regularly employed City of Lorain staff with outside professional consulting services; and

WHEREAS, the City of Lorain finds Consultant's proposal acceptable and desires to hire and engage Consultant to supplement the staff of the City of Lorain and to furnish the services necessary, in accordance with the Consultant's proposal and the terms, conditions and provisions contained herein. Consultant, pursuant to the information provided in its proposal and evaluated by the City of Lorain, has been determined to be qualified and competent to provide the required professional services;

NOW, THEREFORE, it is agreed that the City of Lorain shall and does hereby employ Consultant to perform the services as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

### **Section 1. DEFINITIONS**

1.1 "City" means the City of Lorain, Ohio.

- 1.2 "Director of Public Safety/Service" means the Director of Public Safety/Service for the City of Lorain, Ohio, his/her successor, or his/her Authorized Designee.
- 1.3 "Consultant" means Verdantas. LLC.
- 1.4 "Services" means those services performed by Consultant as detailed in the Scope of Services, (Exhibit "A") as per this Agreement.
- 1.5 "Base Agreement Price" means the Consultant's base agreement price for Services as specified in the Scope of Services, (Exhibit "A"), and Compensation, (Exhibit "B"), excluding specific and general allowances.
- 1.6 "Agreement Modification" means changes to this original agreement as executed. Agreement Modifications require prior authorization by the Director of Public Safety/Service and approval by the City Council, and must be executed by both the City and the Consultant.
- 1.7 "General Allowance" means funds, not included in the Base Agreement Price, reserved for additional services not foreseeable at the time of scope development but necessary to complete the project to meet the City's needs. The amount of the General Allowance is determined by multiplying the Base Agreement Price by a defined percentage as shown in Exhibit "B" Compensation.
- 1.8 "Reallocation of Funds" means a transfer of funds between tasks, as presented in Exhibit "B" Compensation, that does not result in a change to the original Agreement Scope of Services or Total Agreement Price.
- 1.9 "Schedule Delay" means a projected or actual delay in completion of tasks, activities, or project completion that does not result in a change to the original Agreement scope of Services or Total Agreement Price.
- **1.10** "Specific Allowance" means funds, as established by the City, that are included in the Total Agreement Price for specific scope of Services tasks that are either 1)

generally known to be required for the project but whose level of effort is unknown until after select items of the base Services have been performed, or 2) pre-identified optional tasks that may or may not be required to complete the project as contemplated. The price of Specific Allowance items are usually defined with a dollar amount.

- 1.11 "Total Agreement Price" means the sum of Consultant's Base Agreement Price for the original scope of Services, Specific Allowances, and General Allowances.
  - 1.12 "Project" means Former Lorain St. Joseph Hospital Remediation.

### **Section 2. SCOPE OF SERVICES**

**2.1** Consultant does hereby promise and agree to provide the professional engineering and design services as described in the Scope of Services (Exhibit "A")..

### Section 3. REPRESENTATIVES

- 3.1 Consultant shall designate and authorize an employee of Consultant to act as its agent for all purposes under this Agreement, who shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of Consultant's participation in the project. The Consultant's Project Manager must be approved by the City, and any change in the Consultant's Project Manager requires prior approval by the City.
- 3.2 For purposes of this Agreement, the agent for the City who is authorized to bind the City and liaison officer with respect to the matters contained herein shall be the City Engineer or such other person designated by the Director of Public Safety/Service.

### Section 4. COMPENSATION FOR CONSULTANT'S SERVICES

- 4.1 The City will pay the Consultant for the successful completion of the Scope of Services in Exhibit "A", subject to the terms and conditions of this Agreement, a *Total Agreement Price not to exceed two million one hundred seventy-seven thousand nine hundred fifty dollars* (\$2,177,950.00). Compensation for the Services described in this Agreement will be according to the terms and methods of this Agreement and Exhibit "B" Compensation. The approved methods for compensation are "time and materials". "Lump sum" compensation shall not be accepted. The compensation method for this Agreement is designated and further defined in Exhibit "B" Compensation.
  - 4.1.1 <u>Time and Materials</u>. Time and materials, if specified in Exhibit "B" Compensation, is based on a combination of labor, subconsultant, and direct expense costs as specified in Exhibit "B" Compensation and defined in this Agreement.
  - 4.1.1.1 <u>Labor Costs.</u> Labor costs are computed by multiplying the Consultant's billing rates (as designated in Exhibit "B" Compensation) that comprises all overhead and profit applied to the actual labor hours worked on the Services.
  - 4.1.1.2 Subconsultant Costs. Subconsultant costs (both labor using the same cost approach as the Consultant and direct expense costs incurred by Subconsultant) are invoiced by Consultant with no markup.

- 4.1.1.3 Direct Expense Costs. Direct expense costs in support of delivering the Services are included on the Consultant invoice. Direct expense costs (non-labor) may include, but are not limited to, mileage, travel and lodging expenses, mail, shipping, supplies, printing and reproduction services, and other direct expenses routinely charged by Consultant to specific projects that are applicable to delivering the Services.
- 4.2 The task budgets are presented in Exhibit "B" Compensation. Task funds may be reallocated within individual tasks, as long as reallocations do not negatively affect the business opportunity program goals, upon written approval to Consultant by the City's Project Manager or supervisors. Task funds may be reallocated between tasks, so long as the changes do not result in a change to the original Scope of Services or Total Contract Price, upon written approval by the City.
- 4.3 Tasks may be modified with prior written authorization of the City Engineer, in which case funds may be shifted from one task budget to another, in accordance with Section 4.2. In the event funds are not available to perform a modified Task, or Services are considered to be outside the original contract scope, such items will be deemed additional Services.

- 4.4 Consultant shall not perform Additional Services, nor incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such services and expenses until the following conditions have been satisfied:
  - **4.4.1** Submittal by Consultant of written notice to the City prior to the initiation of such additional Services, including an estimate of cost and schedule implications and a detailed scope of such Services;
  - **4.4.2** Prior approval of the City's Council of the modification of this Agreement by the addition of such Services and additional compensation, if any;
  - **4.4.3** If the additional Services increase the Total Agreement Price under this Agreement, certification of such additional cost by the City's Auditor;
  - **4.4.4** A written modification to the Agreement; and
  - **4.4.5** Written notification to Consultant from the City Engineer directing Consultant to perform such additional Services prior to commencement of the additional Services.
- **4.5** For additional Services deemed by the City to be time critical, Consultant may commence Services with verbal authorization from the Director of Public Safety/Service.
- **4.6** Specific and general allowance funds may be utilized with prior written approval by the City.
- 4.7 Any costs which are paid by the City and are determined by a final audit or subsequent audit to be non-allowable in accordance with generally accepted cost accounting principles shall be refunded to the City. The City is exempt from all sales, use, and excise

taxes and the City shall not be obligated to pay for such taxes. Upon request by Consultant, the City shall provide a copy of the City's certificate of tax exemption.

4.8 The Consultant shall assist the City in preparing any required permits or licenses; however City shall be responsible for paying for the permit, licenses or access fees required to complete the Services.

### Section 5. METHOD OF PAYMENT

- <u>5.1</u> For the purpose of providing progress payments for the performance of the Services under this Agreement, Consultant will submit monthly invoices on the City's standard invoice template and on a schedule stipulated by the City. Progress payments will be made according to the provisions in Exhibit "B" Compensation.
- <u>5.2</u> Invoices must be accompanied by backup information appropriate to the compensation method designated in Exhibit "B" Compensation. However invoices will not be paid unless schedule updates are submitted as required in Section 6.0 Term and Schedule.
- 5.3 Consultant shall furnish a list of key personnel to be assigned to the project prior to the initial invoice. Consultant shall update this list to reflect changes in key personnel assigned to the project as they occur and/or at the City's request. The City reserves the right to reject any personnel assigned or proposed for assignment to this project after consultation with Consultant.
- <u>5.4</u> If the Time and Materials compensation method is designated in Exhibit "B" Compensation, then Consultant shall also furnish, prior to the initial invoice, a list of all personnel expected to be assigned to the Project along with their direct "raw" hourly rates in

order to facilitate processing of Consultant invoices. Consultant shall update this list to reflect changes prior to new personnel appearing on an invoice.

- 5.5 If the Time and Materials compensation method is designated in Exhibit "B" Compensation, then Consultant shall furnish the City with a list of all personnel anticipated to be authorized to incur travel, lodging, meals and related expenses. This list shall display the individuals by name, assigned location and item of expense authorized to be incurred. Consultant shall update this list to reflect additions or deletions of personnel to the project as they occur and/or at the City's request.
- <u>5.6</u> All compensation procedures and invoice requirements set forth herein shall also apply to all subconsultants directly contracted to the prime Consultant. Deviations from said procedures and requirements may be allowed only after written application by the Consultant to the City and written acceptance of such deviation by the City.
- <u>5.7</u> The City retains the right to limit progress payments if, in the reasonable opinion of the City, the percentage of the Total Agreement Cost billed exceeds the earned value in delivering the Services as measured by the City's earned value tracking system.
- **<u>5.8</u>** Prior to payment of the final invoice, Consultant agrees to deliver to the City the following, if applicable to the Services:
  - **5.6.1** All electronic data files, plans, sketches, drawings, documents, reports, memoranda and reproducibles related to the project and as required by the City's representative. Consultant may retain one copy of any or all of the aforementioned materials for its files.
  - **5.6.2** Record drawings.
  - **5.6.3** All non-expendable personal property purchased and approved by the City as other Direct Costs.

- **5.6.4** A formal written release of all claims and financial requirements arising by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by Consultant from the operation of the release in stated amounts to be set forth therein.
- 5.9 All accounting and financial matters relating hereto shall be processed by the City's Auditor. Payments shall be made by the City on the monthly statements only after they have been certified by the City's representatives and approved by the City Engineer and the City Auditor. Provided the City receives the required backup documentation, the City shall endeavor to make payment to the Consultant within thirty (30) days from the City's receipt of a monthly statement.
- **5.10** No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Services.
- 5.11 Right to Inspect; Right to Audit Books. The Consultant and all subconsultants shall maintain books, records, documents, and other evidence directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications and other contract documents at Consultant's office during the period of their preparation. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, also have the right to examine records of payments to Subconsultants. Further, if the Time and Materials method of compensation is designated in Exhibit "B" Compensation, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect

and examine the Consultant's accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries, and records of payments made to Subconsultants.

**5.12** In the event of a disputed invoice, only the disputed portion shall be withheld from payment by the City and the City will process the remaining undisputed portion of the invoice.

### Section 6. TERM AND SCHEDULE

- 6.1 Consultant shall not perform any Services hereunder until receipt of written Notice to Proceed from the City. The term of this Agreement shall begin upon performance of the Services hereunder, and shall, unless extended by the City, or unless sooner canceled or terminated pursuant to the provisions hereof, expire on upon successful completion of the Services.
- **6.2** The completion of the Services in a timely and orderly manner is essential. Consultant shall perform all Services and submit deliverables required by the Agreement within the times stipulated in the approved baseline Project Schedule.
- **6.3** Consultant shall prepare and submit a baseline project schedule for City approval in accordance with the City's Schedule Guidance Document.
- **6.4** Consultant shall monthly update, status, and submit the project schedule and schedule narrative for review by the City in accordance with the City's Schedule Guidance Document. The requirement to submit schedule updates on a monthly basis may only be revised by authorization of the City Engineer.
- <u>6.5</u> Neither party to this Agreement shall be deemed in default in the performance of its obligations if that party is prevented or delayed from performing by forces beyond its control,

(hereinafter "Force Majeure") including, without limitation, acts of God or of a public enemy; acts of a municipal, state, federal or other governmental legislative, administrative or judicial entity; any catastrophe resulting from flood, fire, extreme weather conditions, explosion; labor disturbances; and other cause beyond the control of the non-performing party. Consultant may be granted a time extension and cost adjustment for its performance based on the duration of the Force Majeure.

### Section 7. STANDARDS OF PERFORMANCE, ERRORS AND OMISSION

- <u>7.1</u> Services provided by the Consultant and all of its agents, subconsultants, and employees under this Agreement shall be performed in a manner consistent with the degree of care and skill customarily accepted as good professional practices and procedures by members of the same profession.
- 7.2 The City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. During the term of the Agreement, the Consultant shall be solely responsible for the accuracy of Services and shall promptly make necessary revisions or corrections to the Services performed to the extent that the necessary revisions or corrections resulted from Consultant's negligent acts, errors or omissions, without any additional compensation from the City.
- 7.3 Acceptance of Services, including payment for same, shall not relieve the Consultant of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.
- **7.4** In the event of any negligent act, error, or omission which the City determines, using a reasonableness standard, to be the responsibility of the Consultant in any phase of the service, the correction, repair or reconstruction of which may require additional field or office

work or services, the Consultant shall be promptly notified and shall be required to perform such corrective Services as may be necessary without delay and without additional cost to the City. The period of re-performance for Services under this Section shall be limited to one (1) year from the time the original Services were completed. Consultant shall be reimbursed for any costs incurred for the correction, repair, or reconstruction of which requires additional field or office work or services that have been subsequently determined not to be the responsibility of Consultant as per above.

7.5 The City will provide to Consultant all data in City's possession relating to the Services. The Consultant shall be able to reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City, however, prior to relying upon such data and information, the Consultant shall be required to take reasonable measures to verify its accuracy, timeliness and completeness.

**7.6** The City will endeavor to review Consultant- provided reports, studies, drawings, specifications, proposals and other documentation in a timely manner and provide prompt written notice of any inconsistencies, errors or items of concern.

### Section 8. INSURANCE AND WAIVER OF SUBROGATION

### **8.1 INSURANCE**

8.1.1 Liability Insurance to be provided by consultant, consultant's subconsultants and professionals engaged by consultant. For any Services under this Agreement, and until completion of the entire Services, the Consultant, Consultant's subconsultant(s), and Professionals engaged by Consultant shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the Services performed or required to be performed, provided or required to be provided, hereunder.

**8.1.1.1** Auto Liability Insurance. Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of One Million Dollars (\$1,000,000) for the Consultant and not less than Five Hundred Thousand Dollars (\$500,000) for the Subconsultant(s) minimum annual combined single limit, bodily injury and property damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Consultant, Consultant's subconsultants, or Professionals engaged by Consultant. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance.

The City and its officials, employees, representatives, agents, and consultants including the City's consultants for the Project shall be named as additional insureds on the

Consultant's, Consultant's subconsultant's(s'), and Professional's(s') engaged by Consultant Automobile Liability policies. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CA 20 48 02/99 for Auto Liability, or a substitute form providing equivalent coverage.

**8.1.1.2** Workers' Compensation. Workers' Compensation with statutory limits. Employers Liability with an annual limit of One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage including defense of an allegation against the employer for injury believed to have been substantially certain to occur. The Consultant, Consultant's subconsultant(s), and Professionals engaged by Consultant shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

**8.1.1.3** General Liability Insurance. Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Agreement, coverage as respects independent contractors, operating mobile

equipment, products and completed operations, explosion, collapse and underground hazards) of the following amounts:

(a) Consultant's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit - Each
Occurrence

(b) Consultant's Consultant(s) and Professionals engaged by the Consultant's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit - Each
Occurrence

The City and its officials, employees, representatives, agents, and City's consultants for the Project shall be named as additional insureds on the Consultant's, Consultant's subconsultant's(s'), and Professionals' engaged by the Consultant Commercial General Liability policies (including Employers Liability) and Excess/Umbrella Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability, or substitute form providing equivalent coverage. The additional insured coverage afforded under the Consultant's, Consultant's subconsultant's(s') and Professionals' engaged by the Consultant policies shall include both ongoing operations (services in progress) and completed operations (completed services). All coverage

shall be maintained for a minimum of three (3) years after expiration of this Agreement.

The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance.

Commercial General Liability and Umbrella/Excess limits of liability (including Product/Completed Operations coverage) shall apply on a per project basis.

**8.1.1.4** Professional Liability Insurance. Consultant, Consultant's subconsultant's(s) and Professionals engaged by the Consultant shall purchase and maintain in force Professional Liability insurance (including contractual liability coverage) covering liability and damages arising out of or resulting from Consultant's professional services rendered, or which should have been rendered, pursuant to this Agreement. Each of Consultant's subconsultant(s) or Professionals engaged by Consultant who are required to render or provide professional services pursuant to this Agreement and/or the contract between the Consultant, Consultant's subconsultant(s) or Professionals engaged by Consultant, or at any other subconsultant level, shall purchase and maintain Professional Liability insurance coverage with limits of liability and coverage requested herein.

### (a) Consultant's Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

(b) Consultant's subconsultant(s) and Professionals engaged by Consultant Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per Claim

Professional Liability insurance may be written on a claims-made basis provided such policy shall either (i) be renewed annually for a period of not fewer than three (3) years following expiration of this Agreement with substantially the same terms and conditions or (ii) include an extended reporting period endorsement or clause providing not less than three (3) years within which a claim may be made under the policy respecting the Consultant's, Consultant's subconsultant(s) or Professionals engaged by Consultant performance of Services; the cost of coverage for such three (3) year period shall be borne exclusively by the Consultant, Consultant's subconsultant(s), or Professionals engaged by Consultant as the case may be.

8.2 <u>Property Insurance</u>. The Consultant shall purchase and maintain Property insurance covering construction machinery, equipment, special equipment, falsework, scaffolding, materials, mobile equipment, valuable papers, trailers, and tools used or owned by the Consultant in the performance of the Services. The Consultant also agrees to require Consultant's subconsultant(s) and Professionals engaged by Consultant to insure any and all property listed above used or owned by the Consultant's subconsultant(s) or Professionals engaged by Consultant in the performance of the Services. City shall in no circumstance be

responsible or liable for the loss or damage to, or disappearance of, any property listed above used or owned by the Consultant, Consultant's subconsultant(s) or Professional engaged by Consultant in the performance of the Services.

### **8.3** Insurance Coverage Requirements:

- **8.3.1** Primary Coverage. The insurance coverage to be purchased and maintained by the Consultant, Consultant's subconsultant(s) and Professionals engaged by Consultant as required herein to name the City as Additional Insured shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.
- 8.3.2 Thirty Days Notice. Either the insurance coverage required of Consultant, Consultant's subconsultant(s), and Professionals engaged by Consultant, or the Consultant, Consultant's subconsultant(s), or Professionals engaged by Consultant shall incorporate a provision requiring the giving of written notice to City, Consultant, and to any other person(s) or party(ies) reasonably designated by City, at least thirty (30) days (except when due to non-payment of premium) prior to the cancellation, non-renewal, and/or material modification of any insurance policy required to be purchased and maintained pursuant to this Agreement. Consultant, Consultant's subconsultant(s), and Professionals engaged by Consultant shall promptly notify City of a downgrade in the AM Best Company rating of any insurance company providing the insurance coverage for Consultant, Consultant's subconsultant(s) and/or Professionals engaged by Consultant.
- **8.3.3** Financial Strength. The insurance coverage required of Consultant, Consultant's subconsultant(s), and Professionals engaged by Consultant herein shall be placed and

maintained until expiration of this Agreement with insurance companies rated at least A-, Financial Size Category of at least VII, by A.M. Best Company, licensed or otherwise authorized and able to do business in Ohio.

**8.3.4** Consultant(s) and Professionals engaged by Consultant Insurance. Consultant shall not sublet or subcontract any part of this Agreement without assuming absolute responsibility for requiring and taking actions to know that each Consultant's subconsultant(s) and Professionals engaged by Consultant (and each subconsultant at every tier) purchase and maintain the types of insurance required hereby with the same terms and conditions as herein required of the Consultant and the limits of liability herein required of Consultant's subconsultant(s) and Professionals engaged by Consultant. Failure of Consultant, Consultant's subconsultant(s), or Professionals engaged by Consultant to purchase and maintain insurance for a minimum of three (3) years after expiration of this Agreement shall be deemed a material breach of this Agreement, allowing the City, in addition to all other remedies available to City under this Agreement, at law and/or in equity, to terminate this Agreement or to provide insurance at the Consultant's sole expense, in neither case, however, shall the Consultant's liability hereunder be lessened.

8.3.5 Notice of Occurrence. Upon Consultant's knowledge of any actual or alleged occurrence, event, or third-party claim(s) which may result in or give rise to a claim against liability imposed upon, or loss suffered by Consultant, Consultant's subconsultant(s), or Professionals engaged by Consultant related to the Project, and which may exceed One Million Dollars (\$1,000,000), Consultant shall (i) immediately provide the City with written notice of such occurrence, event or third-party claim(s) with reasonable detail; this requirement applies irrespective of when, where, or how the claim, liability, or loss occurred, whether or not the claim, liability or loss relates to or arises from the Consultant's,

Consultant's subconsultant(s) or Professionals engaged by Consultant Services, or the validity or status of such claim, liability or loss, and applies to the entire Contract term and the three (3) years following expiration of this Agreement; and (ii) all such notice shall be issued in accordance with this Agreement.

**8.3.7** Evidence of Insurance. Consultant shall submit to the City within ten (10) Calendar Days after City's notice of Contract award and prior to Date of Commencement, certificates of insurance evidencing the effectiveness of the insurance policies required by this Agreement. The Project Site shall be identified on the certificate(s) and the certificate(s) shall be delivered to City pursuant to the terms of this Agreement.

At any time during the term of this Agreement and annually (measured from the Date of Commencement) for a period of three (3) years following expiration of this Agreement, the Consultant shall promptly provide certificates of insurance to the City evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement. All endorsements to or modifications of insurance purchased and maintained by the Consultant, Consultant's subcConsultant(s) and Professionals engaged by Consultant pursuant to this Agreement shall be subject to City's review and final acceptance. City's review, receipt and/or acceptance of any insurance policy purchased and maintained by the Consultant, Consultant's subconsultant(s), or Professionals engaged by the Consultant or a certificate of insurance evidencing such insurance, shall not constitute

nor be deemed to constitute City's approval of such insurance or City's agreement that such insurance satisfies the insurance requirements set forth in this Agreement.

**8.3.8** Compliance. If any insurance purchased and maintained by the Consultant, Consultant's subconsultant(s) or Professionals engaged by Consultant pursuant to this Contract contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if the Consultant, Consultant's subconsultant(s), or Professionals engaged by Consultant does not comply with the regulations or statutes governing the Project, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for the Consultant's, Consultant's subconsultant(s) and Professionals engaged by Consultant intentional or willful non-compliance with Applicable Laws.

8.3.9 No Limitation. The types and limits of insurance to be purchased and maintained by the Consultant, Consultant's subconsultant(s) or Professionals engaged by Consultant pursuant to these Contract Document shall not be deemed to constitute a limitation of the Consultant's, Consultant's subconsultant's(s'), Professionals' engaged by Consultant liability hereunder or otherwise, or otherwise to limit or affect the Consultant's indemnification obligations hereunder; by requiring insurance herein, City does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Consultant, Consultant's subconsultant(s) or Professionals engaged by Consultant.

**8.3.10** Purchase of Insurance. If the Consultant, Consultant's subconsultant(s), or Professionals engaged by Consultant fail(s) to purchase and maintain, or fail to continue in force throughout the term of this Agreement and until expiration of this Agreement and where required herein, for the minimum of three (3) years after expiration of this Agreement, insurance in the types and with limits of liability required herein, City

may purchase such insurance and the cost thereof shall be borne by the Consultant, and shall be deducted from any amounts due and owing by the City to the Consultant. If such amounts are insufficient, the Consultant agrees to promptly pay the City the amount incurred by the City to purchase such insurance.

**8.3.11** Other Insurance. Any insurance or any increase of limits of liability not described in this Article 3 which Consultant, Consultant's subconsultant(s) and Professionals engaged by Consultant requires for their own protection shall be its own responsibility and at its own expense and shall not be considered part of the Consultant's fee for base Services or part of Consultant's Reimbursable Expenses or be subject to a request for Additional Services.

### Section 9. TERMINATION OF AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSULTANT'S OBLIGATIONS

- <u>9.1</u> Termination for Cause and Default of Consultant. This Agreement may be terminated by the City at any time for cause upon written notice to Consultant of such intent when either the progress or results achieved under this Agreement are unacceptable to the City, and upon giving Consultant reasonable notice and opportunity to cure such unacceptable progress or results, which Consultant fails to perfect. In no event, shall the reasonable notice be less than thirty (30) calendar days.
- 9.2 If this Agreement is cancelled by the City prior to completion, Consultant, within ten (10) working days of such cancellation, shall submit a certified final progress report of the percentage of Services completed by the date of cancellation. The City shall pay Consultant for the Services completed as certified in this statement and as approved by the Director of Public Safety/Service. Notwithstanding any other provision of this Agreement, all records, documents, materials, equipment, and working papers prepared or purchased as part of the

Services under this Agreement shall become and remain the property of the City, and upon any such cancellation, Consultant shall turn over to the City all records, documents, working papers, equipment and other materials which should be necessary, in the opinion of the City, to maintain continuity in progress of the Services by another Consultant. The City shall allow the Consultant to retain copies for their records, if Consultant chooses to do so.

- 9.3 Upon the occurrence and during the continuance of an event of default, the City may, but shall not be obligated to, take such actions as the City deems reasonable in order to cure the act or omission of Consultant that is the basis of the default, and the Total Contract Price shall be reduced by the cost to the City of taking such actions. Costs associated with the start-up and shut-down of the Services shall be at Consultant's expense.
- 2.4 This Agreement may be terminated by Consultant for event of default by the City, which would include failure to perform a material obligation and non-payment by City, upon thirty (30) days written notice, based upon the breach provisions as contained in this Agreement. Within ten (10) working days, Consultant shall submit a certified final progress report of the percentage of Services completed by the date of the termination. The City shall pay Consultant for the Services completed as certified in the statement and approved by the Director of Public Safety/Service.
- 2.5 Termination without Cause. The City may terminate this Agreement without cause upon thirty (30) days written notice. If the City terminates this Agreement without cause it shall make payment to Consultant for Services performed prior to the date of termination and reasonable demobilization costs, including any reimbursable expenses, if any then due, which shall be subject to the City's review and approval, and which shall not be unreasonably withheld. Consultant shall, as a condition of receiving the payments referred to in this Section 9, execute and deliver all such documents and take all such steps, including the legal

assignment of its contractual rights, as the City may require for the purposes of fully vesting in it the rights and benefits of Consultant under such obligations or commitments. The acceptance of payment under this Section 9 for termination by the City without cause shall constitute full and complete satisfaction of any and all damages and claims of Consultant regarding the Consultant's performance of the Services and the termination of Consultant's Services by the City.

### Section 10. WORKERS' COMPENSATION COVERAGE

10.1 Consultant shall at all times during the term of this Agreement subscribe to and comply with the Workers' Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said Act. It shall furnish at the time of delivery of this Agreement and at such other times as may be requested, a copy of the official certificate of receipt showing the payment hereinbefore referred.

### **Section 11. INDEMNITY**

11.1 Consultant shall be responsible for the safety of its personnel related to and during the performance of Services required by this Agreement and will take reasonable measures to ensure that it and its Subconsultants provide and maintain a safe working environment. Consultant shall ensure that its employees and the employees of its Subconsultants, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Consultant shall remove from the site any employees or Subconsultants that fail to abide by applicable health and safety regulations. Consultant shall not knowingly permit a hazardous, unsafe, unhealthy or environmentally unsound condition or activity to be conducted at any Project site.

If Consultant becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the City and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Consultant has control. The City may, but is not obligated to, inspect at reasonable times, the Project site and Consultant's facilities and appropriate Project Records to ascertain Consultant's and its Subconsultants' compliance with the requirements of this Agreement; provided however, neither the existence nor exercise of such right will relieve Consultant of its responsibility for its own and its Subconsultants' compliance with this Agreement, to always use due care in the performance of Services and for fulfilling all of its other obligations hereunder with respect to health and safety. Consultant shall promptly notify the City of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Agreement, even though such occurrence was not caused or consented to by Consultant, its employees, Subconsultants or agents. Smoking is prohibited at the Project site. Consultant shall monitor the City's no smoking rule with respect to its employees and Subconsultants while they are working at the Project site.

agents free and harmless against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to the extent of any and all negligent acts, errors, or omissions by the Consultant (including its employees and agents) or any ambiguities in the plans and specifications, providing that such ambiguities are originated by or the responsibility of the Consultant and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Consultant in the performance of this Agreement. The Consultant shall be given the opportunity to defend on behalf of the City, any action or claim brought against it which, if successfully prosecuted, would give rise to a claim hereunder against the Consultant. This

indemnification shall not result in the unjust enrichment of the City. In the case of any ambiguities, the City shall afford the Consultant a reasonable opportunity to mitigate the damage and clarify any such ambiguities within a reasonable time after discovery by or notice to City. City shall promptly notify the Consultant of any claim, demand, action, cause of action, or other liability for which the City may seek indemnification from the Consultant. The provisions of this paragraph shall survive the termination/expiration of this Agreement

11.3 In any and all claims against the City, Consultant or any of its members, officers, agents or employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

11.4 Consultant further agrees to indemnify and hold harmless the City from claims made by employees of Consultant or employees of Consultant's subconsultants and based on injuries, sickness, disease, death or disability, to the extent arising out of the professional negligence of Consultant. As between Consultant and the City, Consultant agrees that it will not assert a claim of and expressly waives any and all immunity pursuant to applicable Workers' Compensation laws, with regard to this indemnification.

### Section 12. MBE/WBE/SBE COMPLIANCE

12.1 The Minority- and Women Business Enterprise ("MBE/WBE") and/or Small Business Enterprise ("SBE") subcontracting goals established for this Agreement are defined in Exhibit "D" – MBE/WBE/SBE Compliance Goals.

### . Section 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 Consultant agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, and with the City's Equal Employment Opportunity Policy, Guidelines and Procedures.
- 13.2 Consultant agrees to provide the City with information regarding its employment practices, in such forms as the City may prescribe; and that compliance with such requests is a condition of this Agreement.

### Section 14. WPCLF ASSISTANCE AND APPLICABILITY OF FEDERAL REQUIREMENTS

- 14.1 Should the City seek Water Pollution Control Fund (WPCLF) financing for this Agreement under the Clean Water Act, as amended, and it is the intent of the parties that the Agreement be construed in a manner most favorable to obtaining such financing.
- 14.2 In the event that WPCLF financing is utilized for this Agreement, it is specifically agreed that the City Standard Clauses for WPCLF Assisted Professional Services Agreements (Exhibit "E") shall apply to this Agreement.

### Section 15. INDEPENDENT CONTRACTOR

Services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on Services performed under the terms of this Agreement, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly

authorized State or Federal officials; and Consultant agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefore.

### Section 16. SUBCONSULTANTS

- 16.1 Since this Agreement is made pursuant to the proposal submitted by Consultant and in reliance upon Consultant's qualifications and responsibility, Consultant shall not sublet nor shall any subconsultant commence performance of any part of the Services except as specifically included in this Agreement without prior written consent of the City. In making the application for subletting any portion of the Services, Consultant shall state in writing the portion of the Services which each subconsultant is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.
- <u>16.2</u> All subconsultants for Services covered by this Agreement must conform to the requirements of this Agreement.
- <u>16.3</u> <u>Debarment</u>. The Consultant acknowledges the EPA regulations regarding the use of businesses which are included on the EPA Master List (40 CFR Part 32) of businesses which have been debarred, suspended or voluntarily excluded from participating in EPA assisted activities, and expressly agrees not to subcontract to any such businesses.

### Section 17. ASSIGNMENT OF AGREEMENT

17.1 The City and Consultant bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as

creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

### Section 18. DISPUTE RESOLUTION

**18.1** In the event of a dispute between the Parties for obligations under this Agreement, either Party may request the following dispute resolution process. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

**18.1.1** The Parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The Parties shall first try to resolve the dispute at the level of the designated representatives in Section 3. If the Parties are unable to resolve the dispute at that level within 10 working days, the Parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute.

18.1.2 If the Parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the Parties shall begin the mediation process within 20 days of such notice. The Parties shall select a mediator, who is experienced in Consulting design and construction administration services. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective representatives in Section 3. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

18.1.3 Such mediation shall be non-binding between the Parties and shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Section 20.2 below.

### Section 19. CONSTRUCTION

**19.1** All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. Consultant agrees that no representations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the event of any variance between the provisions of this Agreement and Consultant's Scope of Services (Exhibit "A"), the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Invalidation of any provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

### Section 20. MISCELLANEOUS

**20.1** Copyrights. The Consultant acknowledges and agrees to follow the EPA requirements of 40 CFR Part 30 regarding copyrights and rights in data for any discovery or

invention which arise or is developed in the course of implementing this Agreement. All specific deliverables developed under this Agreement shall become the property of the City. All work product (including pre-existing intellectual property) of the Consultant in executing the Services shall remain the property of Consultant. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of the Services shall remain the property of the Consultant.

- <u>20.2</u> Remedies. The parties agree that all claims, counter-claims, disputes and other matters in question between the City and the Consultant arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.
- <u>20.3</u> <u>Defective Pricing.</u> The Consultant and subconsultant, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiated agreements, lower tier subagreements, and change orders is based on current, accurate, and complete data supported by their books and records. If the City determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and the Agreement shall be modified in writing to reflect such action.
- <u>20.4</u> Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

- <u>20.5</u> <u>Gratuities</u>. If the City finds after a notice and hearing that the Consultant, or any of the Consultant's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the City in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the City may, by written notice to the Consultant, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides.
- **20.6** The Consultant shall retain all records relating to this Agreement and the Services performed for a period of five (5) years after its termination.
- **20.7** Except for liability arising from Consultant's gross negligence or willful misconduct and except for Consultant's indemnity obligations for third party claims for personal injury or property damage, Consultant's liability shall not exceed \$5,000,000.00 (FIVE MILLION DOLLARS AND 00/100).
- **20.8** Except for Consultant's indemnity obligations for third party claims for personal injury and property damage, the City and Consultant waive any claim against each other for consequential, indirect, special, or punitive damages.

### **Section 21. EXHIBITS**

**21.1** It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- a. Exhibit "A" Scope of Services
- b. Exhibit "B" Compensation

- c. Exhibit "C" **Not Used**
- d. Exhibit "D" Business Opportunity Program Compliance Goals Not Included
  e. Exhibit "E" Standard Clauses for WPCLF Assisted Projects Not Included

IN WITNESS WHEREOF, this Agreement was entered into on the date and year first written above.

WITNESS:	CITY OF LORAIN, OHIO
	BY:
WITNESS:	VERDANTAS, LLC
	BY:
	TAXPAYER I.D. NUMBER

Prepared as to form:

Patrick D. Riley Law Director City of Lorain, Ohio

# **EXHIBIT A/B**

## verdantas

4 Hemisphere Way Bedford, Ohio, 44146 440-232-9945

Kathryn Golden
City of Lorian
City of Lorain Engineering Department
200 West Erie Avenue
Lorain, OH 44052
440.204.2059
Kathryn\_Golden@cityoflorain.org

August 25, 2025

RE: Ohio Brownfield Remediation Program Grant Implementation Scope of Work for the Former Lorain St. Joseph Hospital Remediation Project

Dear Ms. Golden:

Verdantas, LLC (Verdantas) is pleased to present to the City of Lorain (Client) the following scope of work and cost estimate to provide assistance with remediation and demolition activities at the Former Lorain St. Joseph Hospital Property. This proposal also includes a scope of work and cost estimate to provide Compliance and Regulatory Services items, as specified in the Remedial Action Plan (RAP) and Project Assumptions and Cost Estimate (PACE) documents that we prepared for the Property in November 2023 to support the Brownfield Remediation Program (BRP) grant application. Provided herein is the proposed scope of work and cost estimate developed in response to your request for professional services during our call on August 18, 2025. This Scope of Services will be completed in accordance with Verdantas' standard general terms and conditions provided with this proposal (Refer to Attachment A).

#### **PROJECT DESCRIPTION**

Verdantas offers the following scope of work to the Client to assist with remediation and demolition activities for the Former Lorain St. Joseph Hospital Remediation Project, located at 205 & 208 West 20th Street, Lorain, OH 44052 (the "Property"). Verdantas will also complete the Ohio Voluntary Action Program (VAP) Compliance and Regulatory Services items, as specified in the RAP and PACE documents we prepared for the Client.

Verdantas will work within the budget that was included in the approved BRP grant for completing the proposed activities (Tasks) outlined in the following scope of work. The approved original PACE table prepared for the grant application and that forms the basis of this scope of work is attached (Attachment B). The PACE table includes the estimated costs developed for the proposed Compliance and Regulatory Services activities (highlighted in blue) anticipated to be implemented by Verdantas and our subcontractors for the Property based on our currently anticipated level of effort to complete the tasks. We offer these per-task estimates as a framework for our planned work, but expect that costs among the tasks could shift, as needed, to complete project objectives and activities, recognizing our total, not-to-exceed budget limitation.

Verdantas and our subcontractors plan to complete the following tasks outlined in the scope of work to implement the Ohio BRP grant awarded for remediation of the Property. In general, we will finalize the remediation plans, provide general oversight, project management, and construction

management services for remediation and demolition activities, and will prepare the necessary environmental documentation to support the issuance of a VAP No Further Action (NFA) Letter from a Verdantas VAP Certified Professional (CP) so that a Covenant Not to Sue (CNS) may be requested from the Director of Ohio EPA. Verdantas will engage Ohio EPA and any other applicable regulatory agencies that will need to assist with project guidance and any future approval/permitting considerations associated with grant implementation activities. We will provide periodic updates with agency representatives as applicable and will engage them throughout the project, as appropriate, to ensure agreement with our approach and to keep them informed of any issues that could affect project timing or success.

Verdantas will carefully review the Client's grant agreement and will ensure that all team members understand project obligations, programmatic requirements, and deadlines. At the kickoff meeting, we will discuss planned roles and responsibilities for grant administration and reporting activities necessary throughout the project period. We currently envision assisting with preparing reporting documentation for routine compliance with your grant agreement for your review and submittal.

While the following list of tasks outlined in the scope of work below is somewhat sequential, many activities may be completed concurrently. Work will be conducted in close coordination with the Client, Lorain County Land Bank, Ohio EPA, and the Ohio Department of Development (ODOD), as applicable.

#### **SCOPE OF WORK**

#### Task 1: Grant Related Activities Previously Completed at the Property

In good faith efforts under the awarded grant for the Project, Verdantas has expended time and resources to the Project in support of implementation of the grant under the following professional services task items associated with the approved PACE table:

- Certified Professional, Regulatory Compliance, and Technical Implementation Activities
- Bid Document Preparation and Remedial & Construction Drawings
- Construction Management, Contract Administration, and HASP
- Project Topographical and Boundary Survey
- Administrative

These eligible efforts and costs were incurred under a previous contract for the Project totaling \$70,109.43. However, the associated invoices were never submitted under the awarded grant for reimbursement to Verdantas. This Task is for reimbursement of the total amount expended for the Project to date. Copies of the previous invoices are provided as an attachment to this proposal for payment (Refer to Attachment D). The various remaining applicable Task Items (PACE Items for Professional Services) and their associated cost have been adjusted accordingly to reflect the PACE balance remaining associated with those Tasks.

#### Task 2: Certified Professional, Regulatory Compliance Technical Implementation Activities

Upon project award, Verdantas will set up a project kickoff meeting with the Client to review the details of the grant award and grant agreement, review the initial concept plans with the planned site improvements, talk through initial design concepts, refine the project schedule with interim milestones for project team meetings and review timeframes (and identify any critical items that may affect the project schedule), discuss the Client's preferences for communication



and decision-making, and establish an overall project management framework ideal for the Client as the project moves forward. At this meeting, we will also discuss permitting needs, proactive discussions with the City of Lorain and regulators, coordination with ODOD, the roles, responsibilities, and the needs and opportunities for community engagement, as applicable.

This task also includes general project management administrative activities, including allocation and balancing of project resources; participation in conference calls, project meetings and operation strategy meetings; general technical assistance for project implementation; communication with stakeholders, regulators and ODOD; coordination/liaison between the Client and team members; and schedule and budget tracking, invoicing, and grant management and reporting assistance.

#### Task 3: Bid Document Preparation and Remedial & Construction Drawings

Verdantas will prepare one (1) set of bid documents for the planned remediation and Site demolition activities. The bid documents will define the scope of work necessary to meet project objectives and solicit competitive bids for the project. Bid documents will include bid forms, contract forms, technical specifications, and the associated drawings and/or figures. Verdantas will coordinate with the Project Team to ensure that project parameters are addressed, and the timing and sequencing of specific activities will not impede other activities that may be provided by others.

#### **Task 4: Bid Process Assistance**

Verdantas will assist the Client by providing the following Bid Process Assistance activities:

- Provide Procurement support for solicitation of bid proposals from qualified Contractors.
- Provide a list of prospective bidders for the Client to use for solicitation, if desired.
- Participate in a pre-bid conference scheduled by the Client.
- Consider written questions from bidders related to the project and prepare all addenda as required to interpret, clarify, or expand the Bidding Documents.
- Submit any necessary addenda to Client in a timely manner that allows receipt of addenda by all bidders within the established bidding time limit.
- Evaluate all bids for completeness and adherence to the bid requirements.
- Prepare a tabulation of all bids received in spreadsheet format and review and evaluate
  the apparent three lowest bidders' unit prices, experience, and references and make
  recommendations to Client regarding the award of the construction contracts.
- Conduct one bid validation call with Client's selected bidder, which will include development of an agenda, and questions for the call associated with bidder's proposal.
- Assistance with the contract award process (i.e., issuance of notice of award, agreement, notice to proceed), and issuing final project addenda items, contract documents, and assembling of all applicable contract documents (i.e., certificate of insurance, bonding, fully executed contact documents, etc.) as required in the Project Bid Document.

#### Task 5: Construction Management and Contract Administration

Verdantas will provide construction administration services that we anticipate will include:

- Review shop drawings and product submittals, as applicable, for conformance with the contract documents and design concept.
- Evaluate proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Client to evaluate the proposed substitution.



- Receive, review, evaluate, distribute, and/or issue Requests for Information, project Submittals, Supplemental Instructions, Construction Change Directives, and sketches and drawings to resolve actual field conflicts encountered and provide consultation and advice during the construction process.
- Review and negotiate Contractor's schedule of values to ensure the breakdown is adequate to allow accurate measurement for payments and compare the proposed schedule of values to the Engineer's estimate of probable construction costs for apparent imbalances.
- Attend bi-weekly construction progress meetings (assumes via conference, Teams, or Zoom calls), take meeting notes and distribute notes to all attendees. Concurrently, on the day of the construction progress meeting, when on Site, observe the construction of the project and discuss any concerns with the Client (assumes up to 5 in-person site meetings).
- Review the progressive as-built drawings, as applicable, and the Contractor's quantity tables to determine if the completed work meets the project design intent.
- Conduct substantial completion inspections of the project and prepare the appropriate "punch lists."
- Submit as-built drawings, as applicable, and necessary documents for partial project certification of completion to the applicable permitting agencies to obtain all necessary approvals.
- Conduct final completion inspection of project.
- Develop the Record Drawings from the as-built drawings supplied by the Contractor. The
  Record Drawings shall incorporate all partial clearance information. Verdantas shall
  indicate substantive deviations from the original design documents and certify whether
  the deviations are such that the original engineering design intent has or has not been
  "materially" accomplished by the finished construction. The accuracy of the location
  information is to be based upon the Contractor's Surveyor's as-built drawings.
- The Record Drawings will be a compiled representation of the constructed project, shall
  contain a listing of the sources and the basis of information used in the preparation of
  the Record Drawings; and shall contain a certification that they are believed to be correct
  to the best of the Verdantas' knowledge and that the drawings meet the design intent.

This task also includes Construction Management activities, including general project management administrative activities and coordination, allocation and balancing of resources for the project, development of a site-specific Health and Safety Plan (HASP), participation in internal conference calls with Client, attending internal project construction and operation strategy meetings as needed, review construction schedules, act as the liaison between the Client, the Client's Contractor(s), and other team members, general budget tracking, invoicing, and grant management and reporting assistance. We anticipate that Verdantas will be available to perform these activities over an estimated construction and operation duration of eight (8) months.

#### Task 6: Site Observation and Documentation of Remediation and Demolition Activities

Verdantas will provide field representation, as appropriate, throughout the duration of construction/remediation activities. Field representatives will provide a level of quality assurance to the Client that specifications are being met. Our services will include:

• Observing and documenting efforts of the Contractor.



- Conducting initial radiation screening in the vicinity of the partially demolished X-ray structures in areas that were previously inaccessible, prior to demolition.
- Informing project personnel of potential problems.
- Interacting with regulatory personnel that may inspect the site.
- Monitoring and documenting construction progress and verifying Contractor quantities.
- Coordinating quality control/assurance duties and specific work items with the Client and the Contractor.
- Tracking changes.

Verdantas will assign a project representative to be on-site on a part-time basis while the Client's contractor is performing the work. The Verdantas on-site representative will document activities (at the time of our visit) associated with grant-funded work as described in the approved grant agreement. Verdantas cannot comment on, or document any work performed outside of our individual site visits. We will schedule our site visits during critical points of the project. A Daily Field Report (DFR) along with photos, and other supporting field-testing documentation for each visit, will be provided to the Client and uploaded to an FTP site. Any work observed to be in non-compliance with the plans and specifications will be discussed with the Contractor's superintendent while on-site, verbally reported to the Client, and documented in the DFR. We anticipate that Verdantas will be available to perform these activities up to three (3) days a week, over the estimated construction duration of eight (8) months.

For the purpose of this scope of work, we assume Verdantas will be onsite an average of 8 hours per day of field activities (including travel time to and from the site from the Bedford Office) to observe the Contractor's efforts for compliance with the project requirements and with time added for reporting. This service will provide an added protection to the Client against defects in the work, but the furnishing of such services shall not make Verdantas responsible for, nor have control of, construction means, and methods, techniques, sequences, or procedures selected by the Contractor. Verdantas will not supervise, direct, or have control over Contractor safety precautions and programs incident to the work, or for any failure of the Contractor to comply with local, state, and federal laws, rules, regulations, ordinances applicable to the Contractor(s) performing and furnishing the work. Additionally, Verdantas will not have authority or responsibility for construction or Contractor's failure to furnish and perform the Work in accordance with the plans and specifications. Verdantas will inform the Contractor and the Client if activities do not meet drawings and specifications. While we will not have the authority to direct or stop work, if observed work raises concerns, we can recommend modified methods or work stoppage. Upon project completion, we will verify that final construction meets the established specifications.

#### Task 7: Surveying of Remedial Areas and Project Boundary

Verdantas will provide layout staking of the proposed limits of the remedial excavation areas. This task includes a professional surveyor certified in the state of Ohio to provide pretopographical surveys of the planned on-site remediation area, which will be used to verify that the vertical and horizontal limits of the remedial excavation areas have been met. The survey data will include one (1) foot contour intervals established to the local state plane datum. All information shall include a plan view and a Point Number, Northing, Easting, Elevation, Description (PNEZD) Table in paper and electronic format (i.e., PDF and CAD file). Staked soils remedial excavation areas will require review and approval from Verdantas prior to start of





remedial excavation. A survey of the Property boundary will also be completed as part of the VAP NFA Activities.

#### Task 8: Confirmation Sampling Activities

### > Soil Confirmation Sampling:

As discussed in the RAP, the majority of the remedial areas require excavation to remove construction & demolition debris (C&DD), some of which is documented to be co-mingled with regulated asbestos-containing materials (RACM). Two soil sample locations on the Property also exhibited concentrations of arsenic and/or thallium at concentrations above applicable criteria. The locations of these samples are beneath the Former Building C slab, which is intended to be removed as part of demolition activities to aid in mitigating the infiltration of residual liquids that have accumulated in voids on the Property, and to facilitate cleanup. It is anticipated that the shallow soil exceedances beneath the slab will also be removed during off-Property disposal of slabs and C&DD. Thus, no additional active soil remedy is proposed. However confirmation sampling will need to be completed to verify this following remediation and backfill, and it is anticipated that limited additional confirmation sampling activities to meet the minimum VAP requirements may be necessary. Verdantas will plan for and complete confirmation sampling where necessary, due to the exceedance of one or more applicable standards. Prior to completing the confirmation sampling activities, it will be critical to have an understanding of the final Property grades given the significant regrading activities planned to allow for redevelopment. Sufficient soil data must be collected within the upper 4 feet of the final surface grade to demonstrate with residential standards for proposed restricted residential land use in support of the VAP NFA and CNS request. Therefore, timing of the excavation activities and confirmation sampling activities must be coordinated appropriately with grading activities.

Confirmation sampling may be conducted via the installation of soil borings to delineate the extent of excavation areas, as necessary, to meet the minimum VAP regulatory requirements for characterization of each source area, and to verify that, upon completion of the remedy, all applicable standards are met in these areas. If applicable standards are not demonstrated in the analytical results of the confirmatory samples, further excavation and confirmatory sampling may be conducted, or engineering controls may be implemented, as applicable, to ensure demonstration of compliance with residential standards for a restricted residential land use scenario, which is also protective of commercial/industrial uses. Confirmatory samples will be analyzed for the chemicals of concern (COCs) that exceed applicable standards, at a minimum; additional COC analysis may be conducted to satisfy other VAP requirements. Samples will be analyzed by a National Laboratory Accreditation Program (NELAP)-accredited laboratory and appropriate affidavits will be provided by the laboratory.

It is anticipated that excavation areas may be backfilled to final plan grade with either on-Property soils from grading activities or from an off-Property source area. Off-Property backfill material must be properly characterized to ensure compliance with applicable VAP generic numerical standards (GNS) prior to import to the Property. Excavations backfilled with on-Property material will be verified to comply with GNS through confirmation sampling outlined above. All excavations and final grades will be surveyed to document the limits of excavation and the final direct contact point of compliance.

#### Groundwater Confirmation Sampling:

COCs in groundwater were previously detected above VAP unrestricted potable use standards (UPUS) in the upper saturated zone, including cadmium, chromium, and cobalt based upon



Phase II activities previously conducted by Verdantas. However, groundwater underlying the Property is considered Class B, which is not suitable for potable purposes. A groundwater use restriction was recorded for the southern 4 acres of the Property as part of the prior CNS, and it is anticipated that a use restriction would need to be implemented for the entirety of the Property in the future as part of the NFA Letter.

In pursuit of an NFA Letter, Verdantas recognizes that Ohio EPA prefers to have relatively recent groundwater results as well as seasonal groundwater data. Groundwater exceedances also need to be confirmed in accordance with OAC 3745-300-07(F)(3)(a)(iii) to determine the applicable response requirements. Verdantas intends to install up to 5 new monitoring wells for the collection of two rounds of groundwater samples for selected COCs. It is anticipated that the monitoring wells will be installed, developed according to applicable Ohio EPA requirements, and sampled following Property remedial activities and grading activities so as to avoid damaging them. A minimum of two seasonal groundwater sampling events will be completed from the newly installed monitoring wells to meet the minimum VAP requirements.

Monitoring wells on the Property are to remain accessible and are not to be decommissioned until the NFA Letter is completed and a CNS is issued by Ohio EPA, or until property development requires their removal. Once this is complete, the monitoring wells will be decommissioned following the guidelines outlined in the Ohio EPA, Division of Drinking and Ground Waters, Technical Guidance Manual (February 2009). Verdantas will include documentation of the decommissioning activities in the Phase II report to be prepared upon the completion of remediation.

#### Soil Vapor:

As presented within the Phase II, limited volatile chemicals of concern were detected in soil and groundwater media sampled at the Property. To prepare the Property for redevelopment, existing C&DD will be removed, and the Property will be backfilled. Following these activities, installation, and sampling of up to five shallow soil vapor probes will need to be completed for evaluation of the future vapor intrusion exposure pathway. A minimum of two seasonal sampling events will be completed to meet the minimum VAP requirements. Based upon the findings of the analytical results, a building occupancy use limitation (remedy or demonstration obligation) may need to be implemented until a development plan is in place, and vapor mitigation systems beneath future buildings may be necessary.

#### Task 9: Risk Mitigation Plan

A Risk Mitigation Plan (RMP) may be needed to document activities necessary to protect construction/excavation workers who may encounter residual concentrations of COCs in soil and/or groundwater at the Property, should COCs be present in concentrations above applicable standards. If deemed necessary, the RMP will outline protective measures these workers should implement (i.e., applicable personal protective equipment) to reduce and/or eliminate direct contact exposures to environmental media at the Property. The RMP will be developed in accordance with applicable VAP requirements.

#### Task 10: Property-Specific Risk Assessment (PSRA)

A human health PSRA will be completed in accordance with the requirements of OAC 3745-300-09. The PSRA will incorporate all pertinent data, including historical data collected at the Property, as applicable and necessary provided it meets VAP certified/accredited laboratory requirements. Analytical results will be evaluated with respect to applicable VAP standards using



acceptable exposure point concentrations for all complete and potentially complete exposure pathways. Verdantas will complete an exposure pathway completeness determination at the Property, including a Site Conceptual Model (SCM). The SCM provides a diagrammatic representation of the complete and potentially complete exposure pathways at the Property and reasonably anticipated receptor populations. The Property will be evaluated as restricted residential land use with a 4-foot point of compliance so that a combination of restricted residential and commercial/industrial land uses can be allowable for flexibility of redevelopment options. Costs herein include data management and quality assurance/quality control (QA/QC) review. After each round of confirmation sampling is conducted, Verdantas will import analytical data into our electronic database and conduct data QA/QC review to ensure validity of the data.

#### Task 11: Phase II Property Assessment Report

A Phase II Environmental Assessment Report will be prepared to summarize all data collected, discus the remedial activities completed, and provide a comparison to applicable VAP standards, in accordance with OAC 3745-300-07 to document that the Property complies with applicable VAP standards following completion of the remedial activities so that an NFA Letter may be issued by a Verdantas CP. The report will include a narrative describing the procedures performed by Verdantas and other parties involved in the project, a summary of any available previous and current assessment activities, a summary of soil and groundwater analytical data, a summary of the PSRA, which will be included as an appendix, as well as applicable Property maps depicting pertinent property features and results of data collection activities.

#### Task 12: Phase I Property Assessment

In accordance with the VAP Rules, a Phase I Property Assessment must be completed within 180 days of the issuance of the NFA letter. A Phase I was last prepared for the Property in 2022 by Verdantas, and the VAP is currently undergoing a 5-year rule revision. As a result, a new Phase I Property Assessment prepared by Verdantas will be prepared to meet VAP requirements. The Phase I will determine identified areas (IAs) and provide final discussion of the VAP eligibility issues associated with the Property at the time the NFA Letter is issued. Tasks associated with the preparation of the Phase I include the procurement of an updated environmental database report, updated agency file reviews, and a reconnaissance of the Property by the VAP CP.

#### Task 13: Operations & Maintenance Plan

An Operation and Maintenance Plan (O&M) Plan will be prepared to document activities necessary to maintain compliance with VAP applicable standards via the use of engineering controls (e.g., vapor mitigation system, pavement to preclude direct contact exposures) if needed as well as the specifications of a Central Management Entity (CME) to maintain the restricted residential point of compliance in accordance with OAC 3745-300-01(R)(14) and -11(C)(3)(g). This task includes preparation of the O&M report in accordance with OAC 3745-300-11, inspection forms and a potential visit to the Property to assess current conditions of the engineering controls at the Property. The O&M Plan will outline the necessary routine inspection and maintenance activities and annual reporting requirements to Ohio EPA. The O&M Plan will be developed in accordance with the VAP requirements.

#### Task 14: VAP No Further Action Letter

The NFA documentation is the compilation of data needed to demonstrate that the Property meets applicable standards. The VAP NFA Letter will be prepared in accordance with OAC 3745-300-13, following the general format prescribed by Ohio EPA. The completed NFA Letter will be submitted electronically to Ohio EPA in order to request that the Director of Ohio EPA issue a



CNS for the Property. Once the CNS is issued, copies of the Phase I, Phase II, PSRA, O&M Plan and RMP (where applicable) supporting documents that the VAP CP relied upon to demonstrate compliance with applicable standards will be submitted to Ohio EPA. Costs included herein assume that no active remedy beyond that detailed within the RAP and PACE and managed herein is necessary to meet applicable standards; however, institutional controls (i.e., groundwater extraction prohibition, restricted residential land use restriction) may be necessary and would be specified in an Environmental Covenant (EC), which would need to be filed with the Deed for the Property.

#### Task 15: Covenant Not to Sue (CNS) Negotiations with Ohio EPA

Assuming the Client will elect to submit the NFA Letter to Ohio EPA with a request for a CNS, the Ohio EPA will review and provide comments to the NFA Letter. Based on our experience, the Ohio EPA routinely has extensive comments which must be addressed before a CNS will be issued through at most two rounds of comments. Ohio EPA terms the review and comment process as a "Review of Original Submittal" (ROS) for the first round of comments and may include a second round of comments termed a "Review of Addendum Submittal" (RAS), each of which require a response to be submitted within 35 days of receipt. Estimated costs to address these comments assumes no additional field investigation is necessary, but that Verdantas will participate in at least two conference calls with Ohio EPA and prepare NFA Addendum(s) and associated written responses to Ohio EPA Comments. Costs included for this task are reasonable estimates, although actual costs will vary based upon the actual comments received.

#### Task 16: Environmental Covenant and O&M Agreement Support

An Environmental Covenant (EC) will be necessary for the Property to specify assumed activity and use limitations required to demonstrate compliance with applicable standards. In addition, an O&M Agreement may be necessary to specify O&M requirements for potential engineering controls at the Property, should an O&M Plan be necessary. The EC and O&M Agreement must be prepared by an attorney who represents the Client and is licensed to practice law in the state of Ohio. \*Costs for this task are dependent on the Client's legal team and are not provided herein, but the Client must be made aware that these additional costs will likely be incurred. Verdantas has provided costs to assist the Client's legal counsel with the preparation of these documents, on an as needed basis.

#### \*Ohio EPA VAP CNS Fees

The Client must note also that the fee structure required for Ohio EPA review of the NFA Letter package to request a CNS is currently under review in association with the Ohio VAP 5-year rule revision. During the development of the PACE, the Ohio EPA NFA Letter filing fee was \$18,200; however, based upon the current proposed rule revision, it is anticipated that the fees will be increased by \$5,460 for a total of **\$23,660**, assuming an EC will be recorded for the Property. This cost incurred is not due to Verdantas nor is it included in our cost estimate; however, a check for the NFA fees must be issued directly to Ohio EPA along with the NFA Letter submittal. The cost of the fee is considered grant eligible for reimbursement.

#### Task 17: Administrative Compliance and Regulatory Support

This task includes limited administrative support for monthly reimbursement requests and submitting Quarterly Reports. Support activities also include general budget tracking, grant budget table development, grant budget management and budget reporting assistance. We anticipate that Verdantas will be available to perform these monthly activities over an estimated construction and operation duration of eight (8) months.



# Alternative Task 1: Asbestos Abatement and Universal Wastes and Building Residuals Removal and Disposal Complete of Abandoned Parking Garage Structure

This task item includes all necessary labor, equipment, materials, fees, expenses, costs, contingency (10%), insurance, permits, and supervision for Verdantas and our subcontractor(s) to properly remove and dispose of all regulated asbestos containing materials (RACM) in accordance with applicable federal, state, and local Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and Department of Health (DH) regulations laws, rules, regulations, and ordinances. In addition, Verdantas and our subcontractor(s) will perform all work in accordance with the recommendation provided in the Asbestos & Hazardous Material Survey Report completed on October 23, 2023, by Pardee Environmental for the Parking Garage. Furthermore, this task will also include the removal and disposal of all identified building universal waste and all building residuals, or other environmental related items from the abandoned Parking Garage identified in the Asbestos & Hazardous Material Survey Report.

Verdantas will work within the budget that was included in the approved BRP grant for completing the proposed activities outlined above. The approved PACE table attached to this proposal includes the estimated costs developed for the proposed Alternate Task 1 (highlighted in green for reference) and are anticipated to be implemented by Verdantas and our subcontractors based on our currently anticipated level of effort to complete the task. We offer this estimated cost as a framework for our planned work to help expedite the remediation project schedule and for completion of remediation activities at the Site, to allow Site demolition and Site improvements activities to commence following completion of our work. Verdantas reserves the opportunity to request relocation of the PACE budget (i.e., Contingency) to cover any unforeseen conditions that may arise and expects that costs among the PACE Items could shift, as needed, to complete the project objectives and activities, recognizing our total, not-to-exceed grant budget limitation.

# Alternative Task 2: Removal and Disposal of Construction Demolition Debris Commingled with RACM Complete

This item will include all necessary labor, equipment, materials, fees, expenses, costs, contingency (10%), permits, and supervision for Verdantas and our subcontractors to properly remove and dispose of all regulated asbestos containing materials (RACM) that has been comingled with construction demolition debris on the Property in accordance with applicable federal, state, and local OSHA, EPA, and ODH regulations laws, rules, regulations, and ordinances. In addition, Verdantas and our subcontractor(s) will perform all work in accordance with the recommendation provided in the Asbestos Construction Demolition Debris Assessment Report completed on September 2022 by Pardee Environmental.

Verdantas will work within the budget that was included in the approved BRP grant for completing the proposed activities outlined above. The approved PACE table attached to this proposal includes the estimated costs developed for the proposed Alternate Task 2 (highlighted in Yellow for reference) and are anticipated to be implemented by Verdantas and our subcontractors based on our currently anticipated level of effort to complete the task. We offer this estimated cost as a framework for our planned work to help expedite the remediation project schedule and for completion of remediation activities at the Site, to allow Site demolition and Site improvements activities to commence following completion of our work. Verdantas reserves the opportunity to request relocation of the PACE budget (i.e., Contingency) to cover



any unforeseen conditions that may arise and expects that costs among the PACE Items could shift, as needed, to complete the project objectives and activities, recognizing our total, not-to-exceed grant budget limitation.

#### **ASSUMPTIONS**

The Scope of Work and cost estimate presented herein were developed using the following guidelines and assumptions:

- 1. Previously incurred cost under Task 1 will be fully reimbursed to Verdantas.
- 2. While there is no redevelopment plan in place, it is assumed, based on prior discussions with the City of Lorain, that the Property will be remediated to comply with a restricted residential land use scenario, which also permits commercial/industrial uses.
- 3. The environmental assessment activities performed at the Property in association with the City of Lorain's prior grant agreement, and the RAP prepared for the BRP remedial grant awarded to the Client, evaluated the existing analytical results for a restricted residential land use scenario in comparison to the current VAP standards, effective October 2019. As indicated, the VAP rules are undergoing a 5-year rule revision, which includes updates to the applicable standards, and is anticipated to be in effect by November 2024. The VAP rule revision proposes modifications to the derivation of the promulgated direct contact soil standards, which will essentially decrease the current standards by half. Thus, it is anticipated that the pending rule revision may result in the need for additional remedy to comply with the proposed direct contact soil criteria for issuance of a VAP NFA Letter. The additional remedy could include the implementation of additional activity and use limitations (AULs), so as to avoid additional active soil remedy, if necessary. Verdantas will evaluate any potential modifications to the remedy once the VAP rules are finalized and will discuss remedial options with the Client.
- 4. The Client is amenable to the implementation of potential AULs, as necessary (e.g., pavement engineering control, building occupancy / vapor mitigation system installation), to comply with applicable VAP standards that will be in effect at the time of NFA Letter issuance.
- 5. The Client will abide by its brownfield grant match and anticipated agreement obligations.
- 6. Costs assume that the City of Lorain remains committed to the grant match dollars, through assistance with import of off-Site borrow material and residual liquids disposal.
- 7. This Scope of Work assumes an estimated construction period of 8 months and does not include additional cost should the project duration be extended.
- 8. This does not include costs associated with additional efforts that may be needed with respect to fully addressing the Notice of Violations (NOVs) previously issued by Ohio EPA and the Lorain County Health Department for the Property.
- 9. This does not include costs associated with potential additional compliance requirements that may be deemed necessary to coordinate with the Ohio Attorney General's Office.
- 10. Verdantas reserves the opportunity to request relocation of the PACE budget to cover any unforeseen conditions that may arise and expects that costs among the PACE Items could shift, as needed, to complete project objectives and activities, recognizing our total, not-to-exceed grant budget limitation



#### **ADDITIONAL WORK**

If conditions are discovered when completing this SOW that are not consistent with those known to or presumed by Verdantas at the time this Scope of Work was prepared, we will promptly notify the Client to determine how best to proceed with a revised scope and/or cost estimate. Additional work beyond the defined SOW shall not be performed until an amendment to this proposal, including the scope of the additional work and associated costs, is prepared in writing to address the additional work and the amendment is approved by the Client.

#### PROJECT BUDGET AND SCHEDULE

Based upon the information and assumptions listed in this proposal, our breakdown of costs is presented in Table 1. The fees were developed based on our estimate of hours for each labor category expected to be involved in the project. The rates used to calculate compensation for each labor category are within the ranges presented in the rate sheet in Attachment C. Actual labor categories used, and hours expended for each category may vary based on project personnel used. If applicable, subcontractor's fees will be billed as described in Attachment C, note 6. The Client will be billed on a time and materials basis for actual labor fees and other project costs with the total project cost not to exceed that shown in the approved Task Order, unless additional work (e.g., additional site trips) is required as discussed below. The project will be billed on a monthly basis, with payment due to Verdantas within 30 days after receipt of an invoice, unless otherwise agreed to in the contract.

#### TABLE 1

#### **Professional Services**

ESTIMATED TOTAL PROJECT COST: \$622,400





#### **Alternate Professional Services**

Alternate Task 1: Asbestos Abatement of Abandoned Parking Garage Structure \$55,550
Alternate Task 2: Removal and Disposal of Site Debris Co-Mingled with RACM \$1,500,000

#### ESTIMATED TOTAL ALTERNATE PROJECT COST: \$1,555,550

Verdantas is prepared to initiate activities for this project immediately upon receipt of a written authorization to proceed. A Task Order is included for authorization in Attachment E. Our timeline for completing the work assumes we are able to proceed with activities at a pace controlled by Verdantas, without being adversely affected by access, weather, or other issues out of our control.

If additional services are requested, Verdantas will provide a separate quote for those services. Additional work, if and as necessary, will be performed in accordance with our Hourly Rate Schedule. The cost included in this Scope of Work may be modified upon the collection of additional information that indicates conditions are significantly different from those currently anticipated.

#### **AUTHORIZATION AND TERMS**

The work performed under this Scope of Work shall be governed by the Master Service Agreement - Standard Terms and Conditions. If the proposed Scope of Work, project costs, and contractual terms are acceptable to you, we request that you return one signed copy of this letter to us as written authorization to proceed. Attachment E contains Verdantas' Task Order 001 for conducting the Scope of Work described herein. Verdantas is prepared to initiate the project immediately upon receipt of a signed task order. Project costs will be invoiced monthly on a percent complete basis. Payment of all invoices will be due within 30 days of the invoice date. This Proposal and Verdantas' Standard Terms and Conditions shall constitute the entire agreement between Client and Verdantas. This Proposal is valid for a period of 30 days.

We look forward to working with you on this project and appreciate the opportunity to be of service to you. If you have questions or comments regarding the contents of this letter or the enclosed materials, please feel free to contact us.





Respectfully,

**VERDANTAS** 

Hien Pham, CPG

Senior Project Manager

Eric H. Wilburn, PE, CP

Vice President/ Midwest Area Leader

cc: Sarah Ewing, VAP CP

Enclosures: Attachment A- Verdantas General Terms and Conditions

Attachment B- Approve PACE Table

Attachment C- Verdantas 2025 Hourly Rate Schedule

Attachment D- Task 1 Invoice Documentation

Attachment E- Task Order



### **ATTACHMENT A**

Verdantas General Terms and Conditions





- **1. Definitions**. As used in this Agreement, the following definitions apply:
  - 1.1. "Agreement" means these General Terms and Conditions, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
  - 1.2. "Claims" means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.
  - 1.3. "Proposal" means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
  - 1.4. "Services" means the work performed or to be performed by Consultant pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product.
  - 1.5. "Site" means any site upon which or in relation to which Services may be performed.
  - 1.6. "Task Order" means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.
  - 1.7. "Project" means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.

#### 2. Project Authorization and Contract Documents.

- 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.
- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.
- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.
- 3. Term and Effective Date. The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of three (3) years or until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

#### 4. Force Majeure.

4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("Force Majeure").



- 4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.
- 5. Hazardous Substances; Reporting Obligations; General Risks.
  - 5.1. Unanticipated Hazardous Substances.
    - A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("Unanticipated Hazardous Substances"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.
    - B. Client waives any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.
    - C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.
  - 5.2. Reporting Immediate Threats.
    - A. In accordance with individual states' general laws and regulations (collectively "State Programs"), the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("Immediate Threat"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.
    - B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.
    - C. Client acknowledges that Consultant's obligations under the State Programs may conflict with the interests of the Client. The Client agrees that Consultant shall be immune from all civil liability resulting from any actual or alleged conflict between the interests of the Client and the requirements of the State Programs. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.
  - 5.3. General Risks. Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.
  - 5.4. Waste Containment. If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling



materials such as drill cuttings and fluids or asbestos ("Waste") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees to indemnify and defend Consultant Indemnitees from any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

#### 6. Labor Rates.

- 6.1. For Services charged on a time-and-material or cost-reimbursable basis, labor, costs, and expenses will be billed to Client as indicated in the Proposal or Task Order.
- 6.2. All labor rates are subject to periodic adjustment by Consultant. If labor rates are not stated in the Proposal, Consultant's standard labor rates in effect at the time Services are performed shall apply.
- 6.3. If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge of 15% will be added to all subcontractor or subconsultant expenses.

#### 7. Invoices and Payment.

- 7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within seven (7) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute. The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.
- 7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "Opinions of Probable Cost"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.
- 7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

#### 8. Termination.

- 8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.
- 8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.
- 8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in



which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

#### Insurance.

9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

ТҮРЕ	LIMITS
Worker's Compensation	Statutory Limit
Employer's Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability including Contractual Liability,	\$1,000,000 (Combined Single Limit)
Broad Form Property Damage, and Completed Operations	\$2,000,000 (General Aggregate)
Automobile Liability, including Bodily Injury/Property for	\$1,000,000
Owned, Hired, and Non-Owned Vehicles	(Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Per Claim Aggregate	\$5,000,000
Contractor's Pollution Liability Coverage	\$5,000,000
Per Claim Aggregate	\$5,000,000
Excess Liability (Umbrella Form)	\$5,000,000

9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

#### 10. Indemnification; Limitation of Liability.

- 10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually, a "Client Indemnitee" and collectively, "Client Indemnitees") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.
- 10.2. Client shall indemnify Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually, an "Consultant Indemnitee" and collectively, "Consultant Indemnitees") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client. The foregoing does not include Consultant's attorney's fees or other fees.
- 10.3. No Consultant Indemnitee will be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("**Pre-Existing Condition**"), and Client shall indemnify and defend Consultant Indemnitees from Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.
- 10.4. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.
- 10.5. In no event will a Consultant Indemnitee be liable to a Client Indemnitee or anyone claiming by, through or under it, including without limitation, insurers, for any amount in excess of two hundred fifty thousand dollars (\$250,000) in the aggregate. To the maximum amount permitted by law, Consultant shall have no liability if Client fails to initiate legal proceedings within twelve (12) months of the performance of the Services. Client releases Consultant Indemnitees from any damages sustained by Client in excess of the amount stated in this Section, and to the maximum extent permitted by law,



from any claim that it is the subject of proceedings not initiated within the time period specified in this Section.

10.6. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

#### 11. Standard of Care.

11.1. Consultant's Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

#### 12. Client Responsibilities.

- 12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:
  - A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant's and its subcontractors' equipment and vehicles.
  - B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant's Services or are necessary to enable Consultant to perform the Services.
  - C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client shall indemnify and defend Consultant against any harm, injury, or damages arising out of or related to contact with such hazards.
  - D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
  - E. All information related to the Services in Client's possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

#### 12.2. Site Access.

- A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.
- B. Client acknowledges that Consultant's ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client's actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant's Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.
- C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.
- 12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

#### 13. Change Orders.

13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("Change"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.



- 13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.
- **14. Use of Name.** Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.
- 15. No Third-Party Reliance. Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 15, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees to indemnify, hold harmless and defend Consultant Indemnitees against Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.

#### 16. Work Product.

- 16.1. Client agrees that Consultant shall retain ownership rights in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, estimates, work papers, reports, materials, methodologies, technologies, know- how and all other information prepared, developed, or furnished by or on behalf of Consultant ("Work Product"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services.
- 16.2. Upon its receipt of payment in full for the Services, Consultant shall grant Client a non-exclusive, royalty-free license to use such work product only for the Project, as specified by the authorized Proposal or applicable Task Order, for the purposes for which was prepared by Consultant.
- 16.3. Work Product is created solely for the purposes of Consultant's performance of the Services. Any unauthorized changes made by Client to, and any re-use by Client of, the Work Product, shall be at Client's sole risk and without liability to Consultant and Client shall indemnify and hold Consultant harmless against any all claims, suits, actions or damages related to such use of Work Product by Client.
- 16.4. Consultant makes no warranty as to the compatibility of the electronic data included in Work Product for any operating system, software, or software version other than that stated in a specific project Proposal or Task Order. By accepting electronic data, Client acknowledges the risks and waives any and all claims against Consultant in the event of incompatibility or alteration of Work Product by an operating system or software not due to the actions of either Party.
- **Severability.** If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.

#### 18. Governing Law; Conflict Resolution.

- 18.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.
- 18.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.
- 18.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work



shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.

18.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.

#### 19. Miscellaneous.

- 19.1. *Interpretation*. Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.
- 19.2. Non-solicitation. During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.
- 19.3. Subcontracts. Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.
- 19.4. Entire Agreement. The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.
- 19.5. *Waiver; Amendment*. A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.
- 19.6. *Survival*. Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.
- 19.7. *Notices.* Unless Consultant is directed otherwise, any required Notices provided hereunder will be made in writing to the persons identified in the Proposal and delivered by electronic mail, first class mail, or such services as may be agreed by the Parties.
- 19.8. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind. *Language*. Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

### **ATTACHMENT B**

Approved PACE Table





#### BROWNFIELD REMEDIATION PROGRAM PROJECT ASSUMPTIONS AND COST ESTIMATE (PACE)

#### FORMER LORAIN ST. JOSEPH HOSPITAL PROPERTY REMEDIATION PROJECT

#### LOCATED AT 205 & 208 WEST 20TH STREET, LORAIN, LORAIN COUNTY, OHIO 44052

Category	Item#	<u>Item</u>	Units		nfield Unit Price	Estimated Quantity	Estim Brownfiel	i <u>ated</u> ld Total	Match Funds Unit Price	Estimated Quantity	Mat	tch Total	Project Item Total	<u>Notes</u>
<u>Assessment</u>			ls	s	_		s		s -		s	_	s -	
Assessment		Sub-Total Assessment:	ıs	,			\$	-	, -		\$	-	s -	
Acquisition														
Acquisition	1	Purchase Agreement	ls	s	-		s	-	\$ 1,500,000.00	1	-	1,500,000	\$ 1,500,000	Refer to Real Estate Purchase Contract.
Demolition		Sub-Total Acquisition					3	-			\$	1,500,000	\$ 1,500,000	
	1	Health & Safety Plan	ls	s	1,500.00	I	s	1,500	s -		\$	-	\$ 1,500	
	2	Mobilization/Demobilization/General Conditions  Demolition of Abandoned 6 Story Parking Garage	ls	\$ 6	00,000,00	1	\$ 6	000,000	s -		\$	,	\$ 600,000	
	3	Structure: Raze, Load, Off-Site Transport and Disposal Complete	ls	S 4	50,000.00	1	\$ 4	50,000	s -		\$	-	\$ 450,000	
	4	Demolition, Removal, Off-Site Transport, and		s	10.00	907	s	9.067	s -		s		S 8,967	
	4	Disposal of Existing Asphalt Pavement Area Complete	sy	3	10.00	897	3	8,967	s -		3	-	\$ 8,967	Does not include existing northern parking lot area
	5	Demolition, Removal, Loading, Off-Site Transportation, and Disposal of Existing Concrete	cy	s	50.00	5,666	\$ 2	83,300	s -		\$	_	\$ 283,300	
Demolition for		Pavement, Side Walks, Building Slabs, Walls, and Foundation Complete												
Preparation of Remediation and Site Redevelopment	6	Off-Site Clay Borrow Material Import Meeting Residential VAP Standards Complete	cy	s	30.00	14,514	\$ 4	35,410	s -		\$	-	\$ 435,410	Assumes clay borrow material will be required to meet VAP Residential Standards.
	7	Backfill and Compaction Within All Demolition Vo Areas Complete	id cy	s	10.00	14,514	\$ 1-	45,137	s -		\$	-	\$ 145,137	Assumes compaction to achieve 98%.
	8	Top Soil Material Form City of Lorain Borrow Site	cy	s			\$	-	\$ 25.00	2,391	\$	59,775	\$ 59,775	City of Lorain to provide top soil material.
	9	Excavate, Load, and Transport Topsoil From City o Lorain Borrow Site to Project Site Complete	f cy	s	10.00	2,391	\$	23,910	s -		\$	-	\$ 23,910	
	10	Placement and Grading of 4" of Topsoil Within All Disturbed Areas Complete	cy	s	10.00	2,391	\$	23,910	s -		\$		\$ 23,910	
	11	Seeding and Strawing of All Disturbed Areas Complete	sy	s	1.50	21,514	s	32,271	s -		\$	-	\$ 32,271	
	12	10% Project Contingency on Demolition	ls	s	200,440	1	\$ 2	200,440	s -		\$	·	\$ 200,440	
Cleanur /D		Sub-Total Demolition:					\$ 2,2	04,845			\$	59,775	\$ 2,264,620	
Cleanup/Remediation	1	Health & Safety Plan	ls	s	500.00	1	s	500	s -		\$	_	\$ 500	
Asbestos Abatement of Abandoned	2	Mobilization/Demobilization/General Conditions	ls	s	5,000.00	1	s	5,000	s -		\$	-	\$ 5,000	
of Abandoned Parking Garage Structure	3	Asbestos Abatement Removal and Disposal Complete	ls	s	25,000.00	1	\$	25,000	s -		\$	-	\$ 25,000	
Structure	4	Universal Wastes and Building Residuals Removal and Disposal Complete	ls	s	20,000.00	1	\$	20,000	s -		\$	-	\$ 20,000	
	5	Health & Safety Plan	ls	s	5,000.00	1	s	5,000	s -		\$	-	\$ 5,000	
	6	Mobilization/ Demobilization/ General Conditions  Remedial Excavation and Loading of Assumed	ls		20,000.00	1		20,000	\$ -		\$	-	\$ 20,000	
	7	RACM Co-Mingled with Demo Debris Complete	cy	S	81.00	4,185	\$ 3.	39,006	s -		\$	-	\$ 339,006	
	8	Off-Site Transportation and Disposal of Assumed RACM Co-mingled with Demo Debris Complete	ton	s	116.00	6,696	\$ 7	76,784	s -		\$	-	\$ 776,784	
	9	Excavation and Loading of Construction Demolition Debris Complete	ı cy	s	5.50	13,076	s	71,916	s -		\$	-	\$ 71,916	
	10	Off-Site Transportation and Disposal of Construction	n ton	s	46.50	20,921	\$ 9	72,824	s -		s	-	\$ 972,824	
	11	Demolition Debris Complete  Excavation and Loading of Co-Mingled Non-Demo		s	8.50	688	s	5,850	s -		s		\$ 5,850	Potential to encounter Non-Cⅅ Materials (i.e.,
	11	Debris Materials Complete	cy	3	8.30	000	,	3,830			3		3 3,830	building residuals or universal waste, etc).
Remediation of Site Debris Co-Mingled	12	Off-Site Transportation and Disposal of Co-Mingle Non-Demo Debris Material Complete	i ton	s	67.00	1,101	\$	73,774	\$ -		\$	-	\$ 73,774	Potential to encounter Non-Cⅅ Materials (i.e., building residuals or universal waste, etc).
with RACM	13	Management of Residual Liquids	gallon	s	0.20	374,272	s	74,854	s -		\$	-	\$ 74,854	Assumes basement areas are filled to about 10% of capacity with residual liquids.
														Cost Reflective of City Allowing Disposal of Residu
	14	Off-Site Transport and Disposal of Residual Liquid	gallon	s	•		\$	-	\$ 1.25	374,272	\$	467,840	\$ 467,840	Liquids to City's Publicly Owned Treatment Works (POTW)
	15	Off-Site Clay Borrow Material Import Meeting Residential VAP Standards Complete	cy	s	30.00	18,528	\$ 5	55,850	s -		\$	-	\$ 555,850	Assumes Borrow material will be required to meet VAP residential standards.
	16	Backfill and Compaction of Remedial Basement Areas Complete.	cy	s	10.00	18,528	\$ 1	85,283	s -		\$	-	\$ 185,283	Assumes compaction to achieve 98%.
		Areas Compiete.												Includes current Owner's Permanently Installed
	17	Fencing to Secure Property	ls	s	-	2	\$	-	\$ 113,966.60	1	\$	113,967	\$ 113,967	Security Fencing Costs and the City of Lorain's Temporary Security Fencing Costs. Refer to
	18	10% Project Contingency on Remediation	ls	s	513,605	1	s 5	13,605	s -		ç		\$ 513,605	Attachment.
		Certified Professional, Regulatory Compliance, and									3			Assumes project support through an estimated 8-
	19	Technical Implementation Activities	ls	-	58,600.00	1		58,600	s -		\$	-	\$ 58,600	month remediation and demolition schedule.
	20	Site Specific Health and Safety Plan Bid Document Preparation and Remedial &	ls	s	1,000.00	1	\$	1,000	s -		\$ \$	-	\$ 1,000	
	21	Construction Drawings Bid Process Assistance	ls ls	1	35,000.00 13,200.00	1		35,000 13,200	s -		s		\$ 35,000 \$ 13,200	
	23	Construction Management and Contract	ls	1	60,000.00	1		60,000	s -		\$		\$ 60,000	Assumes support through an estimated 8 month
		Administration  Site Observation and Documentation of Remediation			32,000.00		-		5		s			remediation and demolition schedule.  Assumes support through an estimated 8 month
	24	and Demolition Activities  Project Topographical and Boundary Survey	ls ls		29,999.50	1		30,000	s -		2		\$ 232,000 \$ 30,000	remediation and demolition schedule.
Ohio VAP	26	Conformation Sampling Activities	ls		67,700.00	1		67,700	s -		\$	-	\$ 67,700	
Compliance and Certified Professional	27 28	Risk Mitigation Plan Property-Specific Risk Assessment (PSRA)	ls ls	s	6,000.00 20,000.00	1	\$ \$	6,000 20,000	s -		\$	-	\$ 6,000 \$ 20,000	
Services	29 30	Phase II Assessment Report Phase I Assessment Report	ls ls		27,700.00 7,000.00	1		27,700 7,000	s - s -		s s	-	\$ 27,700 \$ 7,000	
	31	Phase I Assessment Report Operations & Maintenance Plan	ls ls	s	6,000.00	1	s	6,000	s -		\$	-	\$ 7,000	
	32	Remedial Action Plan and Engineering Estimates	ls	s	-		s	-	\$ 22,000.00	1	\$	22,000	\$ 22,000	Match receipt to be provided upon first reimbursement request.
	33	VAP No Further Action Letter	ls	s	20,000.00	1	s :	20,000	s -		s		\$ 20,000	Assumes End Use to Meet VAP Residential Standards.
	34	Covenant Not-to-Sue (CNS) Negotiations with Ohio	ls	s	30,000.00	1	s	30,000	s -		\$		\$ 30,000	
	35	EPA  Environmental Covenant and O&M Agreement	ls	s	2,600.00	1	S	2,600	S		s		\$ 2,600	
	36	Environmental Covenant and O&M Agreement  CNS: Ohio EPA VAP Filing Fees	ls ls	s	18,200.00	1	s	18,200	s -		\$	-	\$ 2,600 \$ 18,200	
		Sub-Total Cleanup/Remediation		•			\$ 4,2	80,245			s	603,807	\$ 4,884,052	
Administrative  Administrative		Administrative Support for Reimbursement Reques	0											
Compliance and Regulatory Support	1	and Submitting Quarterly Reports	s ls	s	5,600.00	1	\$	5,600	S -		\$		\$ 5,600	
Services		Sub-Total Administrative					\$	5,600			\$		\$ 5,600	
Notes:		1. Costs are provided as a general summary estimate and are or	ir opinion of the	most pro	bable project o	rosts based on o		190,690	perience		\$	2,163,582	\$ 8,654,272	J

- 1. Costs are provided as a general summary continue and are or opinion of the most probable project costs based on our best judgment and experience.

  2. The opinion of probable cost repeated will vary accordingly based on the actual costs of labor, materials, equipment, competitive shifting, market conditions, specific site requirements, and size, as well as actual quantities expended.

  3. Under prices were criminant using published cost dath for similar types of miteralists construction malor obtaining. In the Record Contraction.

  4. The total project cost will also be affected by the time of year that bels are solicited, the amount of inne allocated for construction, and the total amount of construction performed under a particular contract.

## ATTACHMENT C

Verdantas LLC, 2025 Hourly Rate Schedule





## verdantas

# VERDANTAS MIDWEST AREA 2025 STANDARD BILLING RATE SCHEDULE

Professional Services	<b>Hourly Rate</b>	Survey	<b>Hourly Rate</b>
Senior Consultant I	\$250.00	Staff Surveyor I	\$120.00
Senior Consultant II	\$280.00	Staff Surveyor II	\$140.00
Senior Consultant III, AVP, Principal	\$310.00	Staff Surveyor III	\$155.00
Senior Consultant IV, VP, Sr. Principal	\$340.00	Surveyor	\$175.00
Senior Project Manager	\$235.00	Senior Surveyor	\$210.00
Project Manager	\$210.00	Survey Crew Member	\$90.00
		Survey Crew Chief	\$120.00
Staff Engineer/Architect I	\$125.00	Survey Crew	\$210.00
Staff Engineer/Architect II	\$140.00		
Staff Engineer/Architect III	\$165.00	CAD/GIS/Data Management	<b>Hourly Rate</b>
Engineer/Architect	\$190.00	Senior Project Designer	\$155.00
Senior Engineer/Architect, Principal, Sr. Principal	\$225.00	Project Designer	\$140.00
		CAD Designer I	\$120.00
Staff Scientist/Geologist/Ecologist I	\$120.00	CAD Designer II	\$135.00
Staff Scientist/Geologist/Ecologist II	\$135.00	CAD Technician I	\$105.00
Staff Scientist/Geologist/Ecologist III	\$150.00	CAD Technician II	\$120.00
Scientist/Geologist/Ecologist	\$165.00	CAD Technician III	\$125.00
Senior Scientist/Geologist/Ecologist, Principal, Sr. Principal	\$210.00		
, morpa, or , morpa.	4210.00	Senior GIS Analyst	\$155.00
Support	<b>Hourly Rate</b>	GIS Analyst I	\$125.00
Administrative//Technical Editor/Project Coordinator I	\$90.00	GIS Analyst II	\$135.00
Administrative//Technical Editor/Project	\$90.00	GIS Allalyst II	\$133.00
Coordinator II	\$125.00	GIS Technician I	\$105.00
Technician I	\$95.00	GIS Technician II	\$120.00
Technician II	\$100.00		
Technician III	\$115.00	Senior Data Manager	\$155.00
Senior Technician	\$130.00	Data Manager	\$140.00
Construction Representative I	\$105.00		
Construction Representative II	\$115.00		
Construction Representative III	\$125.00		
Senior Construction Representative	\$135.00		

#### NOTES:

- 1. Standard Billing Rates: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
- Expert Testimony: Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000.00 per case.
- 3. Higher Hourly Rates: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
- Overtime: Overtime for time worked on a project exceeding 8 hours per day, Holidays, and/or Sundays will be billed at 1.5 times the standard rate or as agreed upon on a project-specific basis.
- 5. Field Equipment and Supplies: Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
- Subcontractors and Project Expenses: All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 15% or in accordance with the specific project agreement.
- 7. Mileage: The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
- 8. General Terms and Conditions: Please refer to the General Terms and Conditions for further details.



Midwest - Effective 12/28/2024

### ATTACHMENT D

Task Order 1 Invoice Documentation







Please remit via ACH-Valley National Bank

ABA/Routing: 021201383 Account: 42622131

or mail to: PO Box 51106 Newark, NJ 07101-5206

accountsreceivable@verdantas.com

October 10, 2024

Project No: 017.0000025998

Invoice Number 122191

Project Manager Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

#### Bill through September 27, 2024

**Invoice Summary** 

017.0000025998

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Grant Clean-up Remediation					
CP, Remediation Compliance Tech	58,600.00	4.3709	2,561.33	0.00	2,561.33
Impleme	56,600.00		·	0.00	,
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	0.3857	135.00	0.00	135.00
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00
Const. Management & Contract Admin, HASP	61,000.00	6.3913	3,898.70	0.00	3,898.70
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00
Surveying Remedial Areas & Proj Boundary	30,000.00	0.00	0.00	0.00	0.00
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00
Total Grant Clean-up Remediation	616,800.00		6,595.03	0.00	6,595.03
Grant Administrative Support					
Administrative Compliance & Reg. Support	5,600.00	12.8571	720.00	0.00	720.00
Total Grant Administrative Support	5,600.00		720.00	0.00	720.00
Total Fee	622,400.00		7,315.03	0.00	7,315.03
	Total			7,3	15.03

Invoice Total \$7,315.03

Project 017.0000025998 Former St Joseph Hospital Property ODOD Invoice

Billing Backup

001-Verdantas LLC Invoice Dated 10/10/2024 Thursday, October 10, 2024

Project 017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

#### **Professional Services**

Senior Consultant III	Hours	Rate	Amount Billed
	.25	295.00	73.75
388 - Senior Consultant III	.75	295.00	221.25
Senior Consultant I			
	.25	240.00	60.00
	.50	240.00	120.00
	.75	240.00	180.00
	.75	240.00	180.00
	.75	240.00	180.00
Senior Project Manager			
	1.00	225.00	225.00
	2.00	225.00	450.00
	1.50	225.00	337.50
	1.00	225.00	225.00
	1.50	225.00	337.50
	1.50	225.00	337.50
	1.50	225.00	337.50
	1.00	225.00	225.00
	.50	225.00	112.50
Sr Hydrogeologist/Scientist/Ecologist	.50	225.00	112.50
	1.00	225.00	225.00
	4.00	225.00	900.00
Sr Hydrogeologist/Scientist/Ecologist	1.00	200.00	200.00
	1.50	200.00	300.00
	.50	200.00	100.00
	.50	200.00	100.00
	1.00	200.00	200.00
	1.00	200.00	200.00
	.50	200.00	100.00
	.50	200.00	100.00
	1.00	200.00	200.00
	3.50	200.00	700.00

Project	017.0000025998	Former St Joseph H	Former St Joseph Hospital Property ODOD Invoi				
Stoff Engin	oor II						
Staff Engin	eei ii	9/19/2024	1.00	135.00	135.00		
	Totals		33.00		7,175.00		
	Total Labor					7,175.00	
Project Ex	penses						
Travel and	or tolls						
		Mileage / Site Visit	t		66.33		
		Mileage / Travel fo	or Site meeting /				
		oago /avoo	a che meemig,		73.70		
	Project Expe	enses Subtotal			140.03	140.03	
				Total this	Report	\$7,315.03	



Please remit via ACH-Valley National Bank

ABA/Routing: 021201383 Account: 42622131

or mail to: PO Box 51106 Newark, NJ 07101-5206

accountsreceivable@verdantas.com

November 04, 2024

Project No: 017.0000025998

Invoice Number 123294

Project Manager Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

Bill through October 25, 2024

**Invoice Summary** 

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Grant Clean-up Remediation					
CP, Remediation Compliance Tech Impleme	58,600.00	7.1012	4,161.33	2,561.33	1,600.00
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	9.7071	3,397.50	135.00	3,262.50
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00
Const. Management & Contract Admin, HASP	61,000.00	14.4943	8,841.50	3,898.70	4,942.80
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00
Surveying Remedial Areas & Proj Boundary	30,000.00	0.00	0.00	0.00	0.00
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00
Total Grant Clean-up Remediation	616,800.00		16,400.33	6,595.03	9,805.30
Grant Administrative Support					
Administrative Compliance & Reg. Support	5,600.00	18.5714	1,040.00	720.00	320.00
Total Grant Administrative Support	5,600.00		1,040.00	720.00	320.00
Total Fee	622,400.00		17,440.33	7,315.03	10,125.30
	Total			10,125.30	
			Invoice Total	\$10, <sup>-</sup>	125.30

#### **Outstanding Invoices**

Number	Date	Balance
122191	10/10/2024	7,315.03
Total		7,315.03

Project 017.0000025998 Former St Joseph Hospital Property ODOD Billing Backup 001-Verdantas LLC Invoice Dated 11/4/2024 Monday, November 4, 2024 017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation Project **Professional Services** Hours Rate **Amount Billed** Senior Consultant I .50 240.00 120.00 Senior Project Manager 337.50 1.50 225.00 2.00 225.00 450.00 3.00 225.00 675.00 2.00 225.00 450.00 .50 225.00 112.50 2.00 225.00 450.00 3.00 225.00 675.00 2.00 225.00 450.00 1.00 225.00 225.00 1.00 225.00 225.00 1.50 225.00 337.50 3.00 225.00 675.00 225.00 3.50 787.50 1.00 225.00 225.00 1.00 225.00 225.00 4.00 225.00 900.00 1.50 225.00 337.50 Sr Hydrogeologist/Scientist/Ecologist 1.50 200.00 300.00 1.50 200.00 300.00 1.00 200.00 200.00 1.00 200.00 200.00 3.00 200.00 600.00 .50 200.00 100.00 .50 200.00 100.00 Staff Hydrogeologist/Scientist/ Eco I 3.00 345.00 115.00 1.00 115.00 115.00 Project Management Assistant .25 80.00 20.00

47.25

9,937.50

**Totals** 

**Total Labor** 

9,937.50

Project	017.0000025998	Former St Joseph Hospital Property ODOD		
Project Ex	rpenses			
Travel and	d/or tolls			
		Travel to Borrow Site / travel to/from project	67.80	
		site / 92.00 miles @ 0.67		67.00
				67.80
Unit Billing	g	1.0 day @ 120.00	120.00	
Vehicle - D	_	,		120.00
	•			
		Total this Re	eport	\$10,125.30



Please remit via ACH-Valley National Bank

ABA/Routing: 021201383 Account: 42622131

or mail to: PO Box 51106 Newark, NJ 07101-5206

accountsreceivable@verdantas.com

December 05, 2024

Project No: 017.0000025998

Invoice Number 124546

Project Manager Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

Bill through November 22, 2024

**Invoice Summary** 

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Grant Clean-up Remediation					
CP, Remediation Compliance Tech Impleme	58,600.00	8.3171	4,873.83	4,161.33	712.50
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	41.3143	14,460.00	3,397.50	11,062.50
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00
Const. Management & Contract Admin, HASP	61,000.00	16.5839	10,116.17	8,841.50	1,274.67
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00
Surveying Remedial Areas & Proj Boundary	30,000.00	1.875	562.50	0.00	562.50
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00
Total Grant Clean-up Remediation	616,800.00		30,012.50	16,400.33	13,612.17
Grant Administrative Support					
Administrative Compliance & Reg. Support	5,600.00	21.7857	1,220.00	1,040.00	180.00
Total Grant Administrative Support	5,600.00		1,220.00	1,040.00	180.00
Total Fee	622,400.00		31,232.50	17,440.33	13,792.17
	Total			13,7	792.17

Outstanding Invoices Invoice Total \$13,792.17

 Number
 Date
 Balance

 122191
 10/10/2024
 7,315.03

 123294
 11/4/2024
 10,125.30

 Total
 17,440.33

Project 017.0000025998 Former St Joseph Hospital Property ODOD Invoice Billing Backup 001-Verdantas LLC Thursday, December 5, 2024 Invoice Dated 12/5/2024 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation 017.0000025998 Project **Professional Services** Hours Rate **Amount Billed** .75 240.00 180.00 Senior Consultant I Senior Project Manager 1.00 225.00 225.00 225.00 787.50 3.50 Sr Hydrogeologist/Scientist/Ecologist 225.00 337.50 1.50 4.00 225.00 900.00 1.00 225.00 225.00 .50 225.00 112.50 2.50 225.00 562.50 .75 225.00 168.75 .50 225.00 112.50 2.50 225.00 562.50 .50 225.00 112.50 5.50 225.00 1,237.50 6.50 225.00 1,462.50 5.00 225.00 1,125.00 6.00 225.00 1,350.00 5.50 225.00 1,237.50 2.00 225.00 450.00 1.00 225.00 225.00 1.00 225.00 225.00 1.00 225.00 225.00 1.50 225.00 337.50 .50 225.00 112.50 Sr Hydrogeologist/Scientist/Ecologist .50 200.00 100.00 1.50 200.00 300.00 .50 200.00 100.00 .50 200.00 100.00 Staff Engineer II .50 67.50 135.00 .50 135.00 67.50 135.00 270.00 2.00 Staff Engineer I 60.00 .50 120.00 3.00 120.00 360.00 64.00 13,698.75 Totals **Total Labor** 13,698.75

Proje	ect 017.0000025998	Former St Joseph Hospital Property ODOD	Invoice	
Proje	ect Expenses			
Trave	el and/or tolls			
EX	0049590	toll	7.98	
EX	0049461	Mileage / Site meeting in Lorian / 104.00 miles @ 0.67	76.65	
Field	supplies			
EX	0049590	chain	8.79	
	Project Ex	penses Subtotal	93.42	93.42
		1	Project Total	\$13,792.17
		Tota	I this Report	\$13.792.17

# OHIO TURNPIKE www.ohioturnpike.org

```
Entry TP211 Exit TP145
Date 10/10/24 Date 10/10/24
Time 10:48 Time 11:40
Lane 05
Class: 1 Axles: 2
Collector 114553
Payment
Credit (3643) Auth: 604884
Toll Due $ 7.25
Paid $ 7.25
Bal Due $ 0.00
```

Save up to 33% on future Ohio Turnpike tolls
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## How doers get more done

4330 LEAVITT ROAD LORAIN, OH 44053 (440)282-4066

6930 00001 21186 10/10/24 12:47 PM SALE CASHIER ANNETTE

0000-163-630 CHAIN <A> PROOF COIL CHAIN ZINC 5/16"X1' 3@2.50 7.50

> SUBTOTAL 7.50 SALES TAX 0.49 TOTAL \$7.99

USD\$ 7.99

AUTH CODE 615007/3010833 Chip Read AID A0000000031010

VISA CREDIT

P.O.#/JOB NAME: NONE



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 01/08/2025



ABA/Routing: 021201383 Account: 42622131

or mail to: PO Box 51106 Newark, NJ 07101-5206

accountsreceivable@verdantas.com

January 06, 2025

Project No: 017.0000025998

Invoice Number 125671

Project Manager Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation Bill through December 27, 2024

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Grant Clean-up Remediation					
CP, Remediation Compliance Tech Impleme	58,600.00	9.1704	5,373.83	4,873.83	500.00
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	44.5286	15,585.00	14,460.00	1,125.00
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00
Const. Management & Contract Admin, HASP	61,000.00	17.6904	10,791.17	10,116.17	675.00
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00
Surveying Remedial Areas & Proj Boundary	30,000.00	3.00	900.00	562.50	337.50
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00
Total Grant Clean-up Remediation	616,800.00		32,650.00	30,012.50	2,637.50
Grant Administrative Support					
Administrative Compliance & Reg. Support	5,600.00	21.7857	1,220.00	1,220.00	0.00
<b>Total Grant Administrative Support</b>	5,600.00		1,220.00	1,220.00	0.00
Total Fee	622,400.00		33,870.00	31,232.50	2,637.50
	Total			2,6	37.50

2,007.00

Outstanding Invoices Invoice Total \$2,637.50

Number	Date	Balance
122191	10/10/2024	7,315.03
123294	11/4/2024	10,125.30
124546	12/5/2024	13,792.17
Total		31,232.50

Project	017.0000025998	Former St Joseph Hospital Propert	y ODOD	Invoice	
Billing	Backup				
001-Verdar	itas LLC	Invoice Dated 1/6/2	2025	Monday, January 6, 2025	
Project	017.0000025998	Former St Joseph Hospital P	roperty ODO	Brownfield Grant Implementation	
Professional Services					
		Hours	Rate	Amount Billed	
Senior Proje	ect Manager				
		.50	225.00	112.50	
		.50	225.00	112.50	
		1.00	225.00	225.00	
		1.00	225.00	225.00	
		1.00	225.00	225.00	
		1.00	225.00	225.00	
		.50	225.00	112.50	
		1.00 2.00	225.00 225.00	225.00 450.00	
		.50	225.00	112.50	
		.50	225.00	112.50	
Sr Hvdroge	ologist/Scientist/Ecologist				
,,,,,		.50	200.00	100.00	
		.50	200.00	100.00	
		.50	200.00	100.00	
		1.00	200.00	200.00	
	Totals <b>Total Labor</b>	12.00		2,637.50 <b>2,637.50</b>	

**Total this Report** 

\$2,637.50



ABA/Routing: 021201383 Account: 42622131

or mail to: PO Box 51106 Newark, NJ 07101-5206

accountsreceivable@verdantas.com

January 30, 2025

Project No: 017.0000025998

Invoice Number 126725

Project Manager Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

### Bill through January 24, 2025

**Invoice Summary** 

017.0000025998

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Grant Clean-up Remediation					
CP, Remediation Compliance Tech Impleme	58,600.00	9.1704	5,373.83	5,373.83	0.00
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	63.1607	22,106.25	15,585.00	6,521.25
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00
Const. Management & Contract Admin, HASP	61,000.00	18.3359	11,184.92	10,791.17	393.75
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00
Surveying Remedial Areas & Proj Boundary	30,000.00	41.5083	12,452.50	900.00	11,552.50
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00
Total Grant Clean-up Remediation	616,800.00		51,117.50	32,650.00	18,467.50
Grant Administrative Support					
Administrative Compliance & Reg. Support	5,600.00	27.3214	1,530.00	1,220.00	310.00
Total Grant Administrative Support	5,600.00		1,530.00	1,220.00	310.00
Total Fee	622,400.00		52,647.50	33,870.00	18,777.50
	Total			18,7	777.50

Invoice Total \$18,777.50

Number	Date	Balance
122191	10/10/2024	7,315.03
123294	11/4/2024	10,125.30
124546	12/5/2024	13,792.17
125671	1/6/2025	2,637.50
Total		33,870.00

Project 017.0000025998 Former St Joseph Hospital Property ODOD Invoice Billing Backup Thursday, January 30, 2025 001-Verdantas LLC Invoice Dated 1/30/2025 017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation Project **Professional Services** Hours Rate **Amount Billed** Senior Consultant I .25 240.00 60.00 Senior Project Manager .50 225.00 112.50 225.00 112.50 .50 Senior Project Manager 1.00 225.00 225.00 .50 225.00 112.50 .50 225.00 112.50 1.00 225.00 225.00 1.00 225.00 225.00 .50 112.50 225.00 .25 225.00 56.25 1.00 225.00 225.00 .25 200.00 50.00 Sr Scientist/Geologist .25 200.00 50.00 Sr Principal .25 200.00 50.00 .75 200.00 150.00 Staff Engineer/Architect II 1.00 135.00 135.00 .50 135.00 67.50 .50 135.00 67.50 3.25 135.00 438.75 .50 135.00 67.50 1.50 202.50 135.00 1.50 135.00 202.50 Staff Engineer/Architect I .75 120.00 90.00 7.25 120.00 870.00 8.00 120.00 960.00 2.00 120.00 240.00 5.00 120.00 600.00 3.00 120.00 360.00 5.00 120.00 600.00 6.00 120.00 720.00 2.00 120.00 240.00

1.50

2.00

2.00

120.00

120.00

120.00

180.00 240.00

240.00

Project	017.0000025998	Former St Joseph Hospital Property	y ODOD	Invoice	
CAD Desigr	ner II / GIS Analyst II	2.00	130.00	260.00	
		2.00	100.00	200.00	
		7.50	130.00	975.00	
		8.00	130.00	1,040.00	
		2.00	130.00	260.00	
Surveyor		8.00	170.00	1,360.00	
		8.00	170.00	1,360.00	
		8.00	115.00	920.00	
Survey Crev	w Member				
		8.00	85.00	680.00	
		8.00	85.00	680.00	
		8.00	85.00	680.00	
		1.00	85.00	85.00	
		8.00	85.00	680.00	
		1.00	85.00	85.00	
		.50	85.00	42.50	
		2.00	85.00	170.00	
		1.50	85.00	127.50	
		1.00	85.00	85.00	
		.50	85.00	42.50	
		1.00	85.00	85.00	
		4.00	85.00	340.00	
		3.00	85.00	255.00	
Technician	III				
		1.50	110.00	165.00	
	Totals	154.25		18,777.50	
	Total Labor				18,777.50

Total this Report \$18,777.50



ABA/Routing: 021201383 Account: 42622131

or mail to: PO Box 51106 Newark, NJ 07101-5206

accountsreceivable@verdantas.com

February 28, 2025

Project No: 017.0000025998

Invoice Total

\$7,008.75

Invoice Number 127866

Project Manager Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

Bill through February 21, 2025 Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Grant Clean-up Remediation					
CP, Remediation Compliance Tech Impleme	58,600.00	10.1942	5,973.83	5,373.83	600.00
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	79.2214	27,727.50	22,106.25	5,621.25
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00
Const. Management & Contract Admin, HASP	61,000.00	19.2581	11,747.42	11,184.92	562.50
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00
Surveying Remedial Areas & Proj Boundary	30,000.00	42.2583	12,677.50	12,452.50	225.00
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00
Total Grant Clean-up Remediation	616,800.00		58,126.25	51,117.50	7,008.75
Grant Administrative Support					
Administrative Compliance & Reg. Support	5,600.00	27.3214	1,530.00	1,530.00	0.00
Total Grant Administrative Support	5,600.00		1,530.00	1,530.00	0.00
Total Fee	622,400.00		59,656.25	52,647.50	7,008.75
	Total			7,0	08.75

Number	Date	Balance
122191	10/10/2024	7,315.03
123294	11/4/2024	10,125.30
124546	12/5/2024	13,792.17
125671	1/6/2025	2,637.50
126725	1/30/2025	18,777.50
Total		52,647.50

Project	017.0000025998	Former St Joseph Hospital Property	y ODOD	Invoice	
Billing	Backup				
001-Verdan	<del>-</del>	Invoice Dated 2/28/2	2025	Friday, Febru	ary 28, 2025
Project	017.0000025998	Former St Joseph Hospital P	roperty ODOD I	Brownfield Grant Imple	ementation
Professiona	al Services	·			
riolession	ai dei vices	Hours			
		Hours			
Senior Proje	ct Manager				
-	· ·	1.00	225.00	225.00	
		.50	225.00	112.50	
		.50	225.00	112.50	
		1.00	225.00	225.00	
		1.00	225.00	225.00	
		1.00	225.00	225.00	
		.50	225.00	112.50	
		1.00	225.00	225.00	
Sr Scientist/	Geologist, Princ, Sr Princ				
		1.50	200.00	300.00	
		1.00	200.00	200.00	
		.50	200.00	100.00	
Staff Engine	er/Architect II				
		5.50	135.00	742.50	
		.50	135.00	67.50	
		6.00	135.00	810.00	
		3.00	135.00	405.00	
		5.75	135.00	776.25	
		3.50	135.00	472.50	
		3.50	135.00	472.50	
0. " = .	/A 1 %	3.66			
Staff Engine	er/Architect I				
		2.50	120.00	300.00	
		3.50	120.00	420.00	
		4.00	120.00	480.00	
	Totals	47.25		7,008.75	
	Total Labor				7,008.75
			Total this	Report	\$7,008.75

Page 3



ABA/Routing: 021201383 Account: 42622131

or mail to: PO Box 51106 Newark, NJ 07101-5206

accountsreceivable@verdantas.com

April 14, 2025

Project No: 017.0000025998

Invoice Number 129656

Project Manager Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

### Bill through March 28, 2025

**Invoice Summary** 

017.0000025998

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Grant Clean-up Remediation					
CP, Remediation Compliance Tech Impleme	58,600.00	11.1328	6,523.83	5,973.83	550.00
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	83.4357	29,202.50	27,727.50	1,475.00
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00
Const. Management & Contract Admin, HASP	61,000.00	19.8113	12,084.92	11,747.42	337.50
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00
Surveying Remedial Areas & Proj Boundary	30,000.00	69.2273	20,768.18	12,677.50	8,090.68
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00
Total Grant Clean-up Remediation	616,800.00		68,579.43	58,126.25	10,453.18
Grant Administrative Support					
Administrative Compliance & Reg. Support	5,600.00	27.3214	1,530.00	1,530.00	0.00
Total Grant Administrative Support	5,600.00		1,530.00	1,530.00	0.00
Total Fee	622,400.00		70,109.43	59,656.25	10,453.18
	Total			10,453.18	
			Invoice Total	\$10,	<u>453.18</u>

Date	Balance
10/10/2024	7,315.03
11/4/2024	10,125.30
	10/10/2024

Project 017.0000025998 Former St Joseph Hospital Property ODOD Invoice Billing Backup 001-Verdantas LLC Monday, April 14, 2025 Invoice Dated 4/14/2025 017.0000025998 Former St Joseph Hospital Property ODOD Brownfield Grant Implementation Project **Professional Services** Hours Rate **Amount Billed** Senior Project Manager .25 225.00 56.25 225.00 .50 112.50 2.50 225.00 562.50 225.00 2.50 562.50 .50 225.00 112.50 225.00 56.25 .25 .25 225.00 56.25 Sr Scientist/Geologist, Princ, Sr Princ 1.00 200.00 200.00 .75 200.00 150.00 .75 200.00 150.00 1.00 200.00 200.00 100.00 .50 200.00 .50 200.00 100.00 Staff Engineer/Architect II 2.25 135.00 303.75 1.75 135.00 236.25 2.00 135.00 270.00 1.00 135.00 135.00 3.50 135.00 472.50 5.50 742.50 135.00 8.00 135.00 1,080.00 4.50 135.00 607.50 5.50 135.00 742.50 2.50 337.50 135.00 1.00 135.00 135.00 1.00 135.00 135.00 4.25 135.00 573.75 Engineer/Architect I 2.00 240.00 120.00 4.50 540.00 120.00 3.00 120.00 360.00 7.50 120.00 900.00 1.00 120.00 120.00 **Totals** 72.00 10,350.00 **Total Labor** 10,350.00 **Project Expenses** Travel and/or tolls 46.20 56.98 **Project Expenses Subtotal** 103.18 103.18 **Total this Report** \$10,453.18



Verdantas LLC
Please remit via ACH-Valley National Bank
ABA/Routing: 021201383, Account: 42622131
or mail to: PO Box 51106
Newark, NJ 07101-5206
accountsreceivable@verdantas.com

May 09, 2025

Project No: 017.0000025998

Invoice Number 131109

Project Manager Hi

Hien Pham

Lorain Property Investments, Inc.

PO Box 195845

Winter Springs, FL 32719

Former St Joseph Hospital Property ODOD Brownfield Grant Implementation

### Bill through May 09, 2025

**Invoice Summary** 

017.0000025998

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed	
Grant Clean-up Remediation						
CP, Remediation Compliance Tech Impleme	58,600.00	11.6448	6,823.83	6,523.83	300.00	
Bid Doc Prep & Remedial & Const. Dwgs	35,000.00	83.5321	29,236.25	29,202.50	33.75	
Bid Process Assistance	13,200.00	0.00	0.00	0.00	0.00	
Const. Management & Contract Admin, HASP	61,000.00	20.549	12,534.92	12,084.92	450.00	
Site Observation, and Documentation	232,000.00	0.00	0.00	0.00	0.00	
Surveying Remedial Areas & Proj Boundary	30,000.00	69.2273	20,768.18	20,768.18	0.00	
Confirmation Sampling Activities	67,700.00	0.00	0.00	0.00	0.00	
Risk Mitigation Plan	6,000.00	0.00	0.00	0.00	0.00	
Property Specific Risk Assessment (PSRA)	20,000.00	0.00	0.00	0.00	0.00	
Phase II Property Assessment Report	27,700.00	0.00	0.00	0.00	0.00	
Phase I Property Assessment	7,000.00	0.00	0.00	0.00	0.00	
Operations & Maintenace Plan	6,000.00	0.00	0.00	0.00	0.00	
VAP No Further Action Letter	20,000.00	0.00	0.00	0.00	0.00	
Covenant Not-to-Sue (CNS) Neg. w/OEPA	30,000.00	0.00	0.00	0.00	0.00	
Envir. Covenant & O&M Agreement Support	2,600.00	0.00	0.00	0.00	0.00	
Total Grant Clean-up Remediation	616,800.00		69,363.18	68,579.43	783.75	
Grant Administrative Support						
Administrative Compliance & Reg. Support	5,600.00	31.7857	1,780.00	1,530.00	250.00	
Total Grant Administrative Support	5,600.00		1,780.00	1,530.00	250.00	
Total Fee	622,400.00		71,143.18	70,109.43	1,033.75	
	Total			1,033.75		
			Invoice Total	\$1,033.75		

Number	Date	Balance
122191	10/10/2024	7,315.03
123294	11/4/2024	10,125.30

Project	017.0000025998	Former St Joseph Hospital Property ODOD		Invoice	131109
	124546	12/5/2024	13,792.17		
	125671	1/6/2025	2,637.50		
	126725	1/30/2025	18,777.50		
	127866	2/28/2025	7,008.75		
	129656	4/14/2025	10,453.18		
	Total		70,109.43		

	017.0000025998	Former St Joseph Hospital Property	עטטט	Invoice	
Billina I	Backup				
01-Verdanta		Invoice Dated 5/9/2025		Friday, May 9, 2025	
roject	017.0000025998	Former St Joseph Hospital Property ODOD Brownfield Grant Implementa		mentation	
rofessional	Services				
		Hours	Rate	<b>Amount Billed</b>	
enior Project	t Manager				
		.25	225.00	56.25	
		.25	225.00	56.25	
		1.25	225.00	281.25	
		.25	225.00	56.25	
r Scientist/G	eologist, Princ, Sr Princ				
		.50	200.00	100.00	
		.50	200.00	100.00	
		.25	200.00	50.00	
		.50	200.00	100.00	
		.75	200.00	150.00	
		.25	200.00	50.00	
taff Engineeı	r/Architect II				
		.25	135.00	33.75	
	Totals	5.00		1,033.75	
	Total Labor				1,033.75
			Total this	s Report	\$1,033.75

Document Number: 38764.0001

### **ATTACHMENT E**

Task Order





4 Hemisphere Way Bedford, Ohio, 44146 440-232-9945

### verdantas

### **TASK ORDER**

 TASK ORDER NO:
 001

 PROJECT CODE:
 017.P0000-38764

 CONTRACT NUMBER:
 TBD

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to provide Professional Services in accordance with the Scope of Work presented in Verdantas' August 25, 2025, proposal (Verdantas document 38764.0001)

### **Professional Services**

Task 1: Grant Related Activities Previously Completed at the Property	\$71,143.18
Task 2: CP, Regulatory Compliance Technical Implementation Activities	\$51,776.17
Task 3: Bid Document Preparation and Remedial & Construction Drawings	\$5,763.75
Task 4: Bid Process Assistance	\$13,200
Task 5: Construction Management and Contract Administration, HASP	\$48,465.08
Task 6: Site Observation, and Documentation	\$232,000
Task 7: Surveying of Remedial Areas and Project Boundary	\$30,000
Task 8: Confirmation Sampling Activities	\$67,700
Task 9: Risk Mitigation Plan	\$6,000
Task 10: Property-Specific Risk Assessment (PSRA)	\$20,000
Task 11: Phase II Property Assessment Report	\$27,700
Task 12: Phase I Property Assessment	\$7,000
Task 13: Operations & Maintenance Plan	\$6,000
Task 14: VAP No Further Action Letter	\$20,000
Task 15: Covenant Not-to-Sue (CNS) Negotiations with Ohio EPA	\$30,000
Task 16: Environmental Covenant and O&M Agreement Support	\$2,600
Task 17: Administrative Compliance and Regulatory Support	<u>\$3,820</u>

### **Alternative Professional Services**

Alternate Task 1: Asbestos Abatement of Abandoned Parking Garage Structure \$55,550
Alternate Task 2: Removal and Disposal of Site Debris Co-Mingled with RACM \$1,500,000

ESTIMATED TOTAL ALTERNATE PROJECT COST: \$1,555,550

**ESTIMATED TOTAL PROJECT COST:** 



\$622,400

Document Number: 38764.0001

NUMBER OF COPIES OF DELIVERABLE: PDF copy of Reports and Plans
PROFESSIONAL SERVICES ESTIMATED NOT TO EXCEED COST: \$622,400
ALTERNATE PROFESSIONAL SERVICES ESTIMATED NOT TO EXCEED COST: \$1,555,550
AUTHORIZATION:
Signature:
Printed Name:
Title:
Date:
(Please email a scanned signed copy to Verdantas, LLC's Project Contact.)







### **CITY OF LORAIN**

Board of Control 2. k.

Meeting Date: 09/03/2025

### Subject:

### \*\*\*A REQUEST TO WAIVE THE 24-HOUR RULE AND ADD AN ITEM FOR CONSIDERATION\*\*\*

A request from the city of Lorain Utilities Administration for a purchase order in the amount of \$47,510. For the Purchase of 1 Chevy Silverado 1500 from Hamilton Chevrolet. Funding to come from G/L 6130.P613.4000.6700.1000 Capital Outlay.

Attachments

BOC Request Form Window Sticker



8.

9.

### **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 I	No
	L	List the names and the quote received from <i>at least</i> three vendors for the requested item; <i>Or</i> , if bids were submitted, use this area to list vendor names and bid amounts.	
		Vendor #1	
		Vendor #2	
		Vendor #3	
		Vendor #4	
			lo
9.	ls t	the amount requested due to a change order? Yes No	
10	. If ı	necessary, has City Council approved and when? (Please provide Ordinance number)	



### **2025 SILVERADO 1500 CREW** LT(2FL) 4WD

**EXTERIOR: SUMMIT WHITE INTERIOR: JET BLACK** 

**ENGINE: TURBOMAX** 

**TRANSMISSION: 8-SPEED AUTO** 

### STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

CREW CAB SHORT BED 4WD

#### **OWNER BENEFITS**

- 3 YEAR / 36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 100,000 MILE\* POWERTRAIN LIMITED WARRANTY, **ROADSIDE ASSISTANCE &** COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST \*SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

### **SAFETY & SECURITY**

- CHEVY SAFETY ASSIST \*AUTOMATIC EMERGENCY BRAKING
- \*FORWARD COLLISION ALERT \*FRONT PEDESTRIAN BRAKING
- \*LANE KEEP ASSIST W/LANE

Fuel Economy

**DEPARTURE WARNING** 

- \*FOLLOWING DISTANCE INDICATOR \*INTELLIBEAM-AUTO HIGH BEAM \*HD REAR VISION CAMERA \*TEEN DRIVER MODE
- \*TIRE PRESSURE MONITORING WITH TIRE FILL ALERT

### **PERFORMANCE & MECHANICAL**

- AUTO LOCKING REAR DIFF
- AUTOTRAC TRANSFER CASE
- 220 AMP ALTERNATOR
- STABILITRAK W/ TRAILER SWAY **CONTROL & HILL START ASSIST**
- TRAILERING PACKAGE WITH HITCH GUIDANCE
- BRAKE PAD WEAR INDICATOR

### **CONNECTIVITY & TECHNOLOGY**

CHEVROLET INFOTAINMENT 3 PREMIUM WITH GOOGLE BUILT-IN 13.4" DIAG HD COLOR TOUCHSCREEN INCL AM/FM BLUETOOTH FOR MUSIC & MOST PHONES W/ WIRELESS

ANDROID AUTO & APPLE CARPLAY FOR COMPATIBLE PHONES 12.3" DIAG DIGITAL DRIVER INFORMATION CENTER

- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- SIRIUSXM RADIO CAPABLE, TRIAL INCLUDED WITH SUBSCRIPTION SOLD SEPARATELY
- 120V POWER OUTLET
- IN CARGO BED & INSTRUMENT PANEL
- USB PORTS
- KEYLESS OPEN, LOCK, & START
- REMOTE START
- REAR SEAT REMINDER

#### INTERIOR

- DUAL ZONE CLIMATE CONTROL
- POWER WINDOWS
- FRONT 40/20/40 BENCH
- FRONT 40/20/40 HEATED BENCH SEATS W/ ARMREST & UNDERSEAT STORAGE

Gasoline Vehicle

### • 10-WAY POWER DRIVER SEAT

- REAR 60/40 FOLDING BENCH SEAT
- HEATED & WRAPPED STEERING WHEEL WITH AUDIO CONTROLS AUDIO CONTROLS
- CARPETED FLOOR
- RUBBERIZED VINYL FLOOR MATS

#### **EXTERIOR**

- CORNERSTEP REAR BUMPER
- LED CARGO AREA LIGHTING • EZ LIFT, POWER LOCK.
- & RELEASE TAILGATE
- POWER ADJUSTABLE HEATED MIRRORS
- REAR-WINDOW DEFOGGER
- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL PRICE

 $\star\star\star\star\star$ 

 $\star\star\star\star$ 

\$52,600,00 STANDARD VEHICLE PRICE

**OPTIONS & PRICING** 

### Visit us at www.chevy.com

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

20" ALUMINUM WHEELS W/ GRAZEN 800.00 PAINTED POCKETS

GVWR: 7,000 LBS. (3,175 KG) INC. REAR AXLE: 3.42 RATIO INC. CONVENIENCE PACKAGE INC.

TOTAL OPTIONS \$800.00 TOTAL VEHICLE & OPTIONS \$53,400,00

**ALL STAR EDITION** 

**DESTINATION CHARGE** 

TOTAL VEHICLE PRICE\* \$55,595.00

### **Fuel Economy and Environment**

**MPG** 

city



SILVERADO 4WD

Standard pickup trucks range from 12 to 87 MPG. The best vehicle rates 140 MPGe

highway

You spend

more in fuel costs over 5 vears

average new vehicle.

\$5,000

compared to the

Annual fuel COST **\$2,900** 

**5.6** gallons per 100 miles

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only



This vehicle emits 482 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions: learn more at fueleconomy gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

<u>fueleconomy.gov</u> Calculate personalized estimates and compare vehicles











### **GOVERNMENT 5-STAR SAFETY RATINGS**

### **Overall Vehicle Score**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Should ONLY be compared to other vehicles of similar size and weight.

\*\*\*\* **Frontal** Driver Crash Passenger Based on the risk of injury in a frontal impact.

\*\*\*\* Side Front seat Crash Rear seat

Based on the risk of injury in a side impact.

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars  $(\star \star \star \star \star)$  with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236



**Equipped with the safety and** security of OnStar®

Visit **onstar.com** for details

onstar.com/privacy

### PARTS CONTENT INFORMATION

INC.

2,195.00

FOR VEHICLES IN THIS CARLINE: **U.S./CANADIAN PARTS CONTENT: 37%** MAJOR SOURCES OF FOREIGN PARTS

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

**FINAL ASSEMBLY POINT:** ROANOKE, IN U.S.A. **COUNTRY OF ORIGIN: ENGINE: MEXICO** 

**CONTENT: MEXICO 37%** 

TRANSMISSION: UNITED STATES

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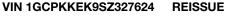
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Itimate purchaser, \*Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options

and accessories not listed above

ocal taxes or license fees

ORDER NO FFVKPD SALES CODE E SALES MODEL CODE CK10543 DEALER NO 44007 INAL ASSEMBLY ROANOKE, IN U.S.A.



DEALER TO WHOM DELIVERED AL SERRA CHEVROLET PO BOX 877

GRAND BLANC, MI 48480-0877



