

ORDINANCE NO. 2023-059

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SIEMENS ENERGY. TO PURCHASE MATERIAL AND EQUIPMENT FOR THE ELECTRIC DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Electric Department wishes to purchase 69 kV Breakers from Siemens Energy; and

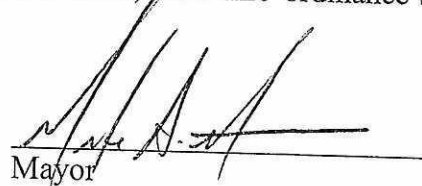
WHEREAS, the Electric Department requested and received bids from seven (7) suppliers with the best price being submitted by Siemens Energy to supply a quantity of eight (8) 69 kV Breakers in the amount of \$552,900; and

WHEREAS, the purchase of said equipment is needed for the construction of the Glosser Road Electric Substation Project to improve electric distribution capacity and improve system reliability.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:


SECTION I. That the City Manager be authorized and directed to execute an Agreement with Siemens Energy to purchase 69 kV Breakers in the amount of \$552,900.00, in substantially the same form as the agreement attached hereto as "Exhibit I".

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, morals and welfare of the City of Lebanon; and, for the further reason, that due to the long material lead times, then this ordinance shall take effect immediately upon its adoption.


Mayor

Passed: July 5, 2023

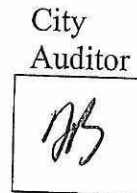
Attest:

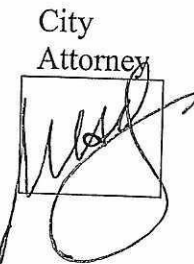

A/ Clerk of Council

Sponsors:

Messer, Cope, Eggers, Lamoreaux, Sellers, Smith

City
Manager


City
Auditor


City
Attorney


CONTRACT NO. 2023-059

City of Lebanon, Ohio
New 69kV Glosser Substation and 69kV Monroe Substation Upgrade
Major Equipment Procurement
Bid # 23-04

THIS AGREEMENT, made and entered into this 12 of July in the year Two Thousand and Twenty Three, by and between the City of Lebanon, Ohio, hereinafter called the "Party of the First Part" or "First Party" or the "City" and **Siemens Energy** of the City of **South Richland**, County of **Rankin** and State of **Mississippi**, hereinafter called the "Party of the Second Part" or the "Contractor."

WITNESSETH: That the said party of the second part has agreed and by these presents does agree with the said party of the first part for the consideration herein written and contained in the Proposal and other penalty expressed in a bond therein contained, to manufacture at Contractor's own proper cost and expense, all the necessary materials, and equipment of every description, and to carry out and complete to a good, firm and substantial workmanlike manner the design, construction, testing, completion and delivery of **Bid Item 2 – Eight (8) 69 kV Circuit Breakers** to the City of Lebanon, Ohio all as herein specified or required for the completion of Contract Number **2023-059**, in accordance with the Specifications for this Contract as herein set forth, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to ensure the completion of the Work of the Contract in accordance with the date stipulated in the Proposal and to the satisfaction of the First Party.

Article 2: The Party of the First Part agrees to pay, and the Contractor agrees to accept as full compensation for all Work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the Work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the Specifications and except as may otherwise in this Contract be specifically provided, a sum equal to the following: \$552,900.

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the Party of the First Part may avail itself of any or all remedies provided in that behalf of the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this agreement that all provisions contained in the Specifications as well as all submittals and supplementary plans required therein to be furnished by the Contractor shall constitute integral parts of

the Agreement and collectively that they shall comprise and be known as the Contract.

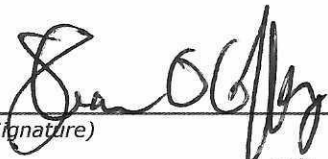
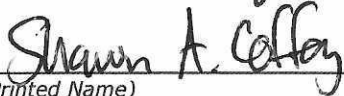

Article 5: The Specifications under which the Work embraced in this Agreement shall be performed includes the *Advertisement for Bids, Drawings, Proposal and Documents, Addenda which pertain to the Contract, Information For and Instructions to Bidders, General Conditions, Special Conditions, Detailed Specifications, Notice to Proceed, Change Orders approved by City of Lebanon, Ohio, and any Interpretations and clarifications issued in writing by the Engineer or City of Lebanon, Ohio Representative on or after the effective date of the Contract.*

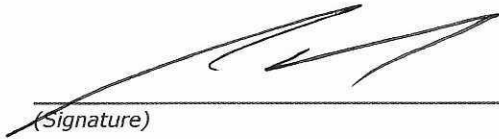

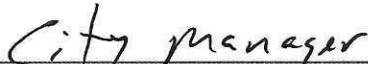
Names and Address of each person, firm or company interested in the Contract:

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

WITNESS:

CITY OF LEBANON, OHIO


(Signature)

(Printed Name)

(Title)


(Signature)

(Printed Name)

(Title)

WITNESS:

(Signature)

(Printed Name)

(Title)

(Signature)

(Printed Name)

(Title)

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)

(TO BE EXECUTED IN TRIPLICATE)

CONTRACTOR:

Siemens Energy
(Company Name)

444 Hwy 49 South
(Address)

Richland, MS 39218
(City, State, Zip)

Kendrick Benjamin
(Signature)
Digitally signed by Kendrick Benjamin
Date: 2023.07.12 14:30:53 -05'00'

Benjamin Kendrick
(Printed Name)

Application Engineer HVCB
(Title)