

ORDINANCE NO. 2023-061

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

WHEREAS, the Electric Department wishes to purchase Turnkey Power Control Center from Siemens Industry; and

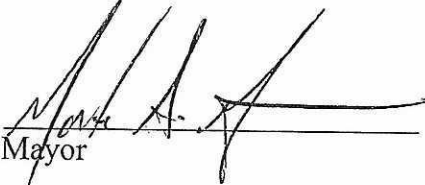
WHEREAS, the Electric Department requested and received bids from seven (7) suppliers with the best price being submitted by Siemens Industry to supply Turnkey Power Control Center in the amount of \$2,742,348.00; and

WHEREAS, the purchase of said equipment is needed for the construction of the Turnkey Power Control Center for 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 1. That the City Manager be authorized and directed to execute an Agreement with Siemens Industry to purchase Turnkey Power Control Center in the amount of \$2,742,348.00, 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:


Clerk of Council

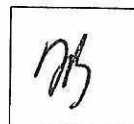
Sponsors:

Messer, Cope, Eggers, Lamoreaux, Seller, Smith

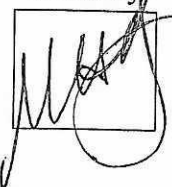
City
Manager



City
Auditor



City
Attorney



CONTRACT NO. 2023-061

**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 27 of July
in the year Two Thousand and 23, by and
between the City of Lebanon, Ohio, hereinafter called the "Party of the First Part" or
"First Party" or the "City" and **Siemens Industry** of the City of **Wendell**, County of
Wake and State of **North Carolina**, 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 4 – Turnkey Power
Control Center** to the City of Lebanon, Ohio all as herein specified or required for
the completion of Contract Number **2023-061**, 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: **\$2,742,348.**

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

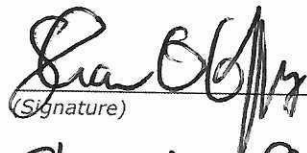
required therein to be furnished by the Contractor shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as the Contract.

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:


(Signature)

Shawn A. Coffey
(Printed Name)

Director of Electric
(Title)


CITY OF LEBANON, OHIO


(Signature)

Scott Brunk
(Printed Name)

City Manager
(Title)

WITNESS:


(Signature)

TIM GAINFORT
(Printed Name)

HEAD OF FINANCE
(Title)

(Signature)

(Printed Name)


(Title)

CONTRACTOR:

Siemens Industry, Inc.
(Company Name)

7000 Siemens Rd
(Address)

Wendell, NC, 27591
(City, State, Zip)


(Signature)

David Pisano
(Printed Name)

Head, Utility Systems & Solutions
(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)

