

**ORDINANCE 2024-29**

**AN ORDINANCE AUTHORIZING THE MAYOR AND/OR VILLAGE ADMINISTRATOR TO APPROVE A CHANGE ORDER FOR THE WATER TREATMENT PLANT REPLACEMENT PROJECT NO. 127800-006 AND DECLARING AN EMERGENCY IN THE VILLAGE OF DEGRAFF, OHIO**


WHEREAS, the Village of DeGraff previously had approved orders for the Village of DeGraff Water Treatment Plant Replacement Project No. 127800-006 in accordance with the specifications now on file in the Office of the Village Administrator

WHEREAS, due to changes in specifications, a change order is necessary, which increases the cost to \$1,358,284.62

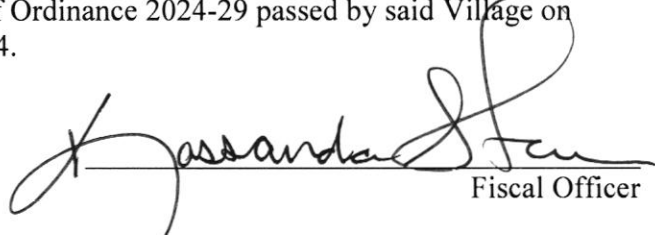
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF DEGRAFF, OHIO:

SECTION 1: The Mayor and/or Village Administrator is hereby authorized and directed to approve Change Order No 2, attached hereto and incorporated herein as Exhibit A.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure made necessary to protect the health, safety and welfare of said Village, provide for its continuous uninterrupted services, and to allow for said change order to be entered into at the earliest possible time; and it shall, be in force and take effect immediately upon its passage and signature of the Mayor.



I, Cassandra Staley, clerk of the Village of DeGraff, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance 2024-29 passed by said Village on 20 day of August, 2024.

  
Fiscal Officer

State of Ohio  
 WATER POLLUTION CONTROL LOAN FUND (WPCLF) /  
 WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

**CONTRACT CHANGE ORDER**

RECIPIENT Village of DeGraff CHANGE ORDER NBR 2

LOAN NUMBER FS390306-0005 CONTRACT \_\_\_\_\_

OWDA PROJECT No. 10442

DATE 8/29/2024

Description of Change:

Additional electrical work to install new standby power generator and ATS  
 Generator cost over grant - \$54,186.00 - \$50,000.00 = \$4,186.00  
 Generator Installation and ATS - \$21,826.35 - \$20,000 Allowance = \$1,826.35

TOTAL ADD = \$6,012.35

The time provided for completion in the contract for the above items is (increased/decreased) by \_\_\_\_ calendar days.

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Engineer)

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Recipient)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Contractor)

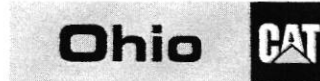
\_\_\_\_\_  
 (Company)

Original Contract Amt	\$1,500,000.00
Previous Changes (+ / --)	-\$195,901.38
This Change (+ / --)	\$6,012.35
Adjusted Contract Amt	\$1,310,110.97

**OWDA APPROVAL**  
 The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance	Chief Engineer
Date	Date

# Sales Quotation



Ohio CAT

Power Systems Division  
 11330 Mosteller Road  
 Cincinnati, OH 45241  
 800-637-5000  
 440-526-4609 fax  
[www.ohioecat.com](http://www.ohioecat.com)

To: DeGraff Ohio

Quoted By: Paul Cassidy

Phone # 513-672-7656  
[pcassady@ohioecat.com](mailto:pcassady@ohioecat.com)

Quote Number:  
 31337139  
 Quote Date:  
 07/15/24  
 Expires On: Firm for 30 days

Project:	DeGraff Water Treatment
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QTY	DESCRIPTION	AMOUNT
1	<b>Caterpillar Model G200PGABR-100kW Natural Gas Power Generator:</b> <ul style="list-style-type: none"> <li>EPA STATIONARY EMERGENCY</li> <li>60HZ 240 VOLT (WYE), 100 kW, NFPA BUNDLE</li> <li>ETL EVALUATED TO UL STANDARD PACKAGE GENSET</li> <li>STANDARD WARRANTY, 5 YEAR</li> <li>NATURAL GAS</li> <li>PERMANENT MAGNET GENERATOR</li> <li>130C TEMP RISE OVER 40C AMBIENT</li> <li>WEATHER PROTECTIVE ENCLOSURE</li> <li>GEN RUNNING &amp; FAULT RELAY</li> <li>GCCP 1.2 CONTROL PANEL WITH LOCAL ANNUNCIATION</li> <li>WET BATTERY, INSTALLED w/RACKING &amp; CABLES</li> <li>BATTERY HEATERS</li> <li>BATTERY CHARGER 20 AMP, INSTALLED</li> <li>JACKET WATER HEATER - 1000W,120VAC</li> <li>STD AIR CLEANER W/ FILTER RESTRICTION INDICATOR</li> <li>XXXA CIRCUIT BREAKER, LSI 100% RATED</li> <li>STANDARD TEST PACKAGE GENSET, 0.8 PF</li> <li>REMOTE E- STOP PANEL, SHIPPED LOOSE-INSTALL BY OTHERS</li> </ul>	
1	<b>Automatic Transfer Switch: \$12,772.00</b> <ul style="list-style-type: none"> <li>OPEN TRANSITION, STANDARD - NO BYPASS, NEMA 3R ENCLOSURE</li> <li>200 AMPS, 240V, 3 PHASE, 4 WIRE, 60H, 3 POLES, CONTACTOR</li> <li>AUX CONTROL POWER CONNECTIONS 24VDC</li> <li>RETRANSFER TO NORMAL MODE SELECTOR</li> <li>INPHASE MONITOR</li> <li>STATUS RELAY BUNDLE</li> <li>NON-STANDARD CABLE LUGS</li> <li>QUAD ETHERNET MODULE</li> <li>ANNUNCIATOR ASSY</li> </ul>	<p style="text-align: right;"> <i>66,958.00</i>  <del><i>- 12,772.00</i></del>  <i>54,186.00</i> </p> <p>Generator Grant = \$50,000.00                      Generator CO 2 = \$4,186.00</p>

Quotation also includes:  
 Delivery to job site (unload by others)  
 Start-up service with 4 hour load bank test

Terms: Due Upon Receipt  
FOB: Shipping Point  
Submittals: 1-2 Weeks  
Delivery: ATS: 10-12 weeks after release of order  
 Gen: 24-28 weeks after release of order

## POWER SYSTEMS TERMS AND CONDITIONS

## CATERPILLAR WARRANTY

If new and remanufactured engines (hereinafter referred to as New Engines) are being quoted on this Quotation/Offer to Sell, or if Ohio CAT is quoting the performance of maintenance, repairs or other work (hereinafter referred to as Work) on Customer's machines, tractors, trucks or other property (hereinafter referred to as Equipment) and the Work to be performed requires the installation of a New Engine of Caterpillar Inc. (Caterpillar), such New Engines of Caterpillar are subject to the following warranty that is given SOLELY BY CATERPILLAR:

Caterpillar warrants New Engines (other than those products listed below) sold by it to be free from defects in material and workmanship subject to certain express User Responsibilities and the following provision: During the first twelve months after purchase by the user, Caterpillar will provide new, remanufactured or repaired parts, whichever Caterpillar elects, in place of any parts, which are found upon its inspection to be defective in material or workmanship. Such parts will be provided without charge to the user at a place of business of a Caterpillar dealer or other establishment authorized by Caterpillar. Caterpillar will provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting and support systems; and will provide reasonable travel expenses for authorized mechanics when Caterpillar chooses to make the repair on-site. This warranty does not apply to products sold for use in on-highway vehicles, machines or parts manufactured by or for Caterpillar or products sold for use in personal, family or household applications. Such products are covered by other Caterpillar warranties.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Remedies under this warranty are expressly limited to the provision of parts as specified above and any claims for loss arising out of the failure of the parts or exchange components to perform for any period of time, or other economic or moral loss, or direct, immediate, special, indirect or consequential damage are expressly excluded. See CATERPILLAR WARRANTY, which is incorporated herein by reference.

The term "Caterpillar" as used herein means Caterpillar Industrial, Caterpillar Inc. or one of its subsidiaries, whichever last sold the products.

Customer, by accepting this Quotation/Offer to Sell, acknowledges that customer has received, read, understands and accepts the Caterpillar Warranty reproduced immediately above, and any other Caterpillar Warranties which are applicable.

## OTHER MANUFACTURER'S WARRANTY

If the New Engines or New Parts quoted herein are products of a MANUFACTURER OR ASSEMBLER OTHER THAN CATERPILLAR ("Manufacturer") they MAY be subject to certain express warranties of MANUFACTURER. Any MANUFACTURER'S product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PARTS QUOTED HEREIN.

## USED PRODUCTS

If engines other than New Engines, as defined above or parts other than New Parts (hereinafter referred to as Used Products), are being quoted on this Quotation/Offer to Sell, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

## OHIO CAT'S WARRANTIES

Ohio CAT gives, in respect to the New Products of Ohio CAT (i.e., exchange components or assemblies rebuilt by Ohio CAT) sold, and Work performed, under the terms of this Quotation/Offer to Sell - SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW - the following express warranties:

- Ohio CAT warrants the labor involved in any Work performed under the terms of this Quotation/Offer to Sell to be free from workmanship deficiency that will cause the Equipment to be defective as follows:
  - Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
  - Time and material hourly Work is warranted for ninety (90) days from the date such work is completed; and
  - Special terms expressly stated on the face hereof;
- OHIO CAT warrants any new products rebuilt by OHIO CAT that are used in any work performed under the terms of this Quotation/Offer to Sell - for one hundred eighty (180) days from the date such work is completed - to be free from defects in materials and workmanship;
- If any Work performed under the terms of this Quotation/Offer to Sell fails to conform to these warranties, Ohio CAT will, at a location of Ohio CAT's choice and during Ohio CAT's normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Ohio CAT employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Ohio CAT.

## DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES OHIO CAT GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. OHIO CAT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR YEAR 2000 COMPLIANCE.

## DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that OHIO CAT, and OHIO CAT's officers, agents and employees, shall not be liable in tort - whether based on negligence, strict liability, or any other theory of tort liability - for any action or failure to act in respect to the manufacture, preparation for sale, sale, delivery or servicing (including the entrance or OHIO CAT personnel onto customer's property for delivery, service or for any other purpose) of the products quoted herein, or for any action or failure to act in respect to the workmanship involved in, or Products used in, any Work performed under the terms of this Quotation/Offer to Sell. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT OHIO CAT AND OHIO CAT'S OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

## EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that customer's sole and exclusive remedy for breach of warranty, defective work, tortious conduct or any other cause of action against OHIO CAT or OHIO CAT's officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "OHIO CAT's Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING

PSD-TC-08/04

## CUSTOMER'S RESPONSIBILITIES

- Customer will at all times operate and maintain the Equipment and Engine in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.
- Any damage to the Equipment or Engine that results from Customer's continued operation of the Equipment or Engine after a defect has been recognized by Customer is Customer's sole responsibility and Ohio CAT has no responsibility to repair or correct any damage that results from Customer's continued operation of the Equipment after a defect has been recognized by Customer.
- Customer shall be liable to Ohio CAT for all expenses incurred by Ohio CAT if servicemen are called to the job by the Customer and Customer refuses to permit the requested Work to be performed.
- Customer shall make payment for all Products purchased and/or all Work performed under this Quotation/Offer to Sell in accordance with the credit and payment policies of Ohio CAT that are in effect at the time the Products are sold or the Work is performed.
- Customer grants Ohio CAT the right to operate any Equipment Worked on for purposes of testing or inspecting said Equipment at Ohio CAT's location or at Customer's location.

## OTHER TERMS AND CONDITIONS

- OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Ohio CAT to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Ohio CAT's offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Ohio CAT covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Ohio CAT and Customer, constituting the entire contract between Customer and Ohio CAT and superseding all previous communications, either verbal or written. Notwithstanding the foregoing, Ohio CAT reserves the right to correct minor errors and omissions committed by Ohio CAT's employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, payment dates, etc. Such errors will be unilaterally corrected by Owner.

This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Ohio CAT. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered.

- PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Ohio CAT's price in effect at the date of delivery. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Ohio CAT, Customer will reimburse Ohio CAT for the cost thereof forthwith upon demand by Ohio CAT.
- LATE PAYMENT AND/OR NON-PAYMENT BY CUSTOMER: In the event that the invoice applicable to the products and/or work described herein is not paid by customer by said invoice's due date, customer shall pay a service charge of up to 2% of the total invoice amount for each month that said invoice remains unpaid. In the event of non-payment by customer, the cost incurred by OHIO CAT in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to OHIO CAT. The remedies provided by this paragraph are not exclusive and OHIO CAT may elect other remedies at law or in equity.
- RISK OF LOSS: All risk of loss or damage to the Equipment shall pass to Customer upon delivery by Ohio CAT to a carrier for shipment.
- LAWS GOVERNING - EXCLUSIVE VENUE - STATUTE OF LIMITATIONS - AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the State of Ohio notwithstanding delivery by Ohio CAT in a state other than Ohio. Any suit by Ohio CAT may be brought in the United States District Court for the Northern District of Ohio at Cleveland or the Court of Common Pleas of Cuyahoga County, Ohio. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Northern District of Ohio at Cleveland or the Court of Common Pleas of Cuyahoga County, Ohio and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Northern District of Ohio at Cleveland or the Court of Common Pleas of Cuyahoga County, Ohio. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.
- SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the equipment furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Ohio CAT shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation, or termination statements with respect to the purchase money security interest created hereby, and Ohio CAT is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Ohio CAT may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

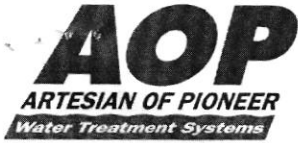
**Note:**

- Adder to up generator size to 150kW \$16,975.00
- Two week notice required for start-up scheduling.  
Start up to take place during normal business hours  
Monday- Friday.
- Quote based on email inquiry and specification 263213  
and 263600 only.
- Weather protective enclosure quoted. If sound  
attenuated is needed contact Ohio CAT.
- 2.2.D- Exception. Tier 4 is a diesel emissions standard.
- 2.3.C- Exception to class 48 as this is a diesel standard.
- 2.4.A- Exception to LP, Natural Gas on drawings.
- 2.4.F- Muffler is standard CAT offering.
- 2.7.A- Coordination study by others.
- 2.8.I- Exception to voltage adjust rheostat.
- 3.3.C- Concrete pad and installation by others.
- 3.6.A,E7,10 – By others.
- 1.8.A.1- Clarification, ASCO warranty is from time of  
shipment.
- 2.8.A- Achieved through password protected controller.

<b>TOTAL</b>	<b>\$ 66,958.00</b>
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Add Sales Tax if Applicable

**If you have any questions concerning this quotation contact Paul Cassady at 513-672-7656**



Phone 419.737.2352  
Fax 419.737.2364  
P. O. Box 247  
Pioneer, OH 43554

To: Kent Shander  
Shinn Bros

Quote No. DG-071924-CO2

Subject: DeGraff, OH  
WTP Replacement

Date: July 19, 2024

**PROPOSED CHANGE ORDER**

Artesian proposes to supply the following services for DeGraff, OH.

**WORK INCLUDED WITH THIS PROPOSAL**

- Provide & Install a new 200amp service rated NEMA 3R ATS
- Conduit & Wire from existing meter to ATS location

**WORK EXCLUDED FROM THIS PROPOSAL**

- Power company charges for disconnect/reconnect of existing service

**COST: \$ 20,787**

We look forward to answering any questions or discussing this project further.

Best Regards,

Ryan Burt  
AOP Water

**Shinn Markup - 5% = \$1,039.35**

**Total = \$21,826.35**

Allowance = \$20,000.00  
CO 2 Portion = \$1,826.35



Phone 419.737.2352  
Fax 419.737.2364  
P. O. Box 247  
Pioneer, OH 43554

**To:** Kent Shander  
Shinn Bros

**Quote No.** DG-071924-C02

**Subject:** DeGraff, OH  
WTP Replacement

**Date:** July 19, 2024

**PROPOSED CHANGE ORDER**

**Artesian proposes to supply the following services for DeGraff, OH.**

**WORK INCLUDED WITH THIS PROPOSAL**

- **Provide & Install** a new 200amp service rated NEMA 3R ATS
- Conduit & Wire from existing meter to ATS location

**WORK EXCLUDED FROM THIS PROPOSAL**

- Power company charges for disconnect/reconnect of existing service

**COST: \$ 20,787**

**We look forward to answering any questions or discussing this project further.**

**Best Regards,**

**Ryan Burt  
AOP Water**