



1-888-LAKETRAN | www.laketran.com

555 Lakeshore Blvd. Painesville Twp., OH 44077

Pre-Bid Meeting ITB#2501 HVAC Maintenance and On-call services

Addendum#1 will be issued the week of 12/16 to incorporate additional PM on exhaust fans.

Changes from previous contracts:

- Additional equipment due to renovations and expansion
- The winning vendor will not bill a flat monthly fee for PM work. The invoicing must be specific to the month and work performed. There are no PMs in December.
- KMC Building Automation System – vendor will be expected to help Laketrans maintain the BAS and troubleshoot.
- The winning vendor will be given access to Laketrans PM and asset software – called Asset Essentials. PMs and checklists will be located in the system and work orders for PMs will be completed by the vendor in the system. Relevant training will be provided to contractor's staff.
- Badging – all contractors are issued badges. Must submit name and photo to Facility Manager before contractor is allowed on site. Badges cannot be shared among employees. Badges must be worn at all times.
- Tobacco free facility – must leave the property to smoke, vape, etc.

The contract for the current HVAC vendor was requested and is attached to this document.

All questions must be emailed to Andrea Aaby, Director of Compliance & Development, at aaaby@laketran.com.

Please reach out if there are any questions on the mandatory forms.



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555 Lakeshore Blvd. Painesville Twp., OH 44077

Meeting Attendance Sign-In Sheet

ITB HVAC Maintenance
December 12, 2024

NAME	COMPANY	EMAIL ADDRESS
1. <u>MASK STARK</u>	<u>Phillips</u>	<u>mask2562@gmail.com</u>
2. <u>RAY CANALS</u>	<u>M. Phillips</u>	<u>McPhillRay@yahoo.com</u>
3. <u>Sean Phillips</u>	<u>Phillips</u>	<u>SeanPhillips1986@gmail.com</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

HEATING, VENTILATION, AND AIR CONDITIONING MAINTENANCE AND ON-CALL SERVICES

THIS heating, ventilation, and air conditioning AGREEMENT ("Agreement") is made and entered into as of this March 1, 2022 ("Effective Date") by and between Laketran ("Laketran") a political subdivision of the State of Ohio created pursuant to Section 306.30 through 306.71 of the Ohio Revised Code and the undersigned independent contractor Gardiner located at 31200 Bainbridge Rd., Solon, OH 44139 ("Contractor").

WHEREAS, Laketran owns the properties located at: 1) 555 Lakeshore Blvd., Painesville, Ohio 44077; 2) Frank J. Polivka Transit Center PM, [7601 Clocktower Dr, Kirtland, OH 44094]; and 3) Wickliffe Park-n-Ride PM, [29551 Lakeland Blvd, Wickliffe, OH 44092]; (collectively referred to herein as the "Property");

WHEREAS, Laketran desires to engage Contractor to perform certain heating, ventilation and air conditioning maintenance and on-call services with respect to the Property, and Contractor agrees to perform the services specified herein in accordance with all of the terms and conditions contained herein.

In consideration of the foregoing, the parties hereto agree as follows:

1. **TERM AND TERMINATION.** This Agreement shall commence on March 1, 2022 ("Commencement Date") and shall terminate on February 28, 2023 (such period being the "Term"), unless sooner terminated as provided herein. Up to two (2) successive one-year extensions may be awarded by Laketran to Contractor at Laketran's sole discretion absent termination. Should either Laketran or Contractor choose not to renew an extension, ninety (90) days advance written notice is required.

Laketran may terminate this Agreement at any time for any reason upon written notice to Contractor. Contractor may terminate this Agreement for any reason upon thirty (30) days written notice to Laketran. All keys and/or access cards shall be surrendered to Laketran upon completion of the Services or termination of this Agreement. If any items are lost or unaccounted for (including keys and/or access cards), Contractor shall be charged, at the current market value or actual cost, to replace such items, and such costs shall be invoiced, or deducted from amounts owing, to Contractor. If this Agreement is terminated, Laketran's only liability shall be limited to the unpaid balance for Services properly rendered through to the date of termination.

2. **SCOPE OF SERVICES/AGREEMENT FEE.** Contractor shall provide to Laketran the scope of services specified herein, as well as in Exhibit A, attached hereto and incorporated herein by reference, and the Invitation to Bid attached hereto and incorporated herein by reference as Exhibit B, (collectively the "Services"). For the proper performance and completion of the Services, Laketran shall pay to Contractor the amount of fees (the "Fees") set forth in Exhibit A. Unless otherwise specified in Exhibit A, the Fees shall be paid within thirty (30) days of receipt by Laketran of a detailed invoice for the Services, and such invoice shall include any supporting documentation and lien releases as Laketran, in its sole and absolute discretion, shall require. Contractor shall include with such invoice any supporting documentation and lien releases for itself and any of its subcontractors (including sub-subcontractors), other third parties, or suppliers (collectively, "Subcontractor") as Laketran may require.

3. **SERVICES PRIOR TO EXECUTION.** Notwithstanding that this Agreement is effective as of the Effective Date, the parties acknowledge that, to the extent any portion of the Services are, or have

been, performed prior to the Effective Date, all such Services shall be deemed to be a part of the Services. Contractor shall not be entitled to additional compensation for such activities and Services performed or provided prior to the Effective Date except as expressly agreed in writing.

4. **PERFORMANCE OF THE SERVICES.** Contractor shall be responsible for all work, including all work done by Subcontractors, and all risks associated with such work, done in connection with the performance of the Services.

5. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties hereto for any purpose. Contractor's employees shall not be entitled to any benefits accorded to employees of Laketran. Contractor is an independent contractor and shall not have the authority to bind or commit Laketran in any manner.

6. **CONTRACTOR WARRANTY.** Contractor represents and warrants that (i) it has the full power and authority to enter into this Agreement and discharge its duties hereunder, (ii) it has the necessary qualifications, skills, experience, and capabilities to perform the Services in a safe, professional, and accurate manner, (iii) all of Contractor's employees providing, or who may, at any time, provide, the Services, or any portion thereof, are legally permitted to work in the United States, (iv) it has completed I-9, Employment Eligibility Verification forms for all such employees described in (iii) above (which forms and related payroll records shall be available to Laketran upon request), and (v) it has all licenses, approvals, authorizations, certifications, and permits, including, but not limited to those for the state, city or county in which the Property is located, to perform the Services. Contractor shall maintain such licenses, approvals, authorizations, certifications, and permits, at its own expense, for the duration of this Agreement. Contractor shall require similar warranties by any and all Subcontractors used to provide any portion of the Services.

7. **EMPLOYEES AND SUBCONTRACTORS.** Contractor shall not delegate or subcontract any portion of the Services without Laketran's prior written consent. Contractor shall provide adequate supervision of its employees and Subcontractors at all times while they are at the Property. Any and all employees or Subcontractors of Contractor who are not satisfactory to Laketran for any reason shall be immediately replaced with others who are satisfactory to Laketran. In addition, any and all employees or Subcontractors of Contractor shall be properly uniformed or suitably attired, as the case may be.

8. **MATERIALS AND WORKMANSHIP.** Contractor shall provide all skilled labor and tools, materials, supplies, and equipment (including any incidental items whether or not particularly specified herein) (collectively "Materials") to safely and properly complete the Services in accordance with the terms, conditions, and specifications of this Agreement, as determined by Laketran in its sole and absolute discretion. All Materials and workmanship shall be of the highest quality, and all Materials shall be used solely for the intended purposes.

Contractor shall ensure that all Materials and workmanship shall be free from known defects for a period of one (1) year, plus any manufacturer warranty, unless otherwise specified in exhibit(s) attached hereto. Contractor shall repair or replace, or cause to be repaired or replaced, at Contractor's expense, any and all defective Materials or workmanship. Laketran shall give Contractor notice of defects with reasonable promptness after discovery of such defects, and Contractor shall remedy such defects within thirty (30) days of receipt of such notice. In addition, Contractor shall obtain, with full force and effect for the benefit of Laketran, any product manufacturer or other such warranties.

Final payment, other provisions of this Agreement, or the expiration or termination of this Agreement shall not relieve Contractor of responsibility for remedying defects in Materials or workmanship at its sole cost and expense.

9. **INSPECTIONS AND ACCEPTANCE.** Laketran and its representatives shall, at all times, have access to evaluate the Services, whether in preparation or progress, and Contractor shall provide proper facilities for access and inspection. The Services shall be subject to inspection and acceptance by Laketran, and Contractor shall promptly correct any and all Services rejected by Laketran. No payment shall be made to Contractor on account of the Services until after Laketran's acceptance of the Services. Should Contractor fail to carry out any part of this Agreement, Laketran may have the Services, or any portion thereof, completed by others and shall have the right to deduct the cost thereof from the amount owed to Contractor and to charge Contractor for any additional costs incurred by Laketran resulting from Contractor's failure to perform.

10. **LAWS AND STANDARD OF CARE.** Contractor shall perform the Services (i) in accordance with all rules, laws (including, but not limited to local, state, or federal), ordinances, regulations, codes, and other legal requirements (collectively, "Laws"), (ii) to the standard of care, skill, and diligence of an experienced service provider in the same field, and (iii) in a competent, efficient, lawful, and ethical manner. If Contractor provides any Services knowing them to be contrary to any of the foregoing, Contractor shall be liable for all Claims arising therefrom or in connection therewith and shall indemnify, defend, and hold harmless the Indemnitees (as that term is defined herein) from same.

11. **ENVIRONMENTAL MATTERS.** Contractor shall not direct, suffer, or permit any of its employees, agents, or Subcontractors to, at any time, handle, use, manufacture, store, or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives, or any substance subject to regulation (collectively "Hazardous Materials") by or under any federal, state, or local laws and ordinances relating to the protection of the environment or the keeping, use, or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments thereto, and all rules and regulations issued pursuant to any of the foregoing (collectively "Environmental Laws") in, on, or about the Property. Contractor shall not direct, suffer, or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws or allow the Property or environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing and subject to Laketran's prior written consent, Contractor, and only those employees of Contractor who are fully qualified to do so, may handle, store, use, or dispose of Hazardous Materials to the extent customary and necessary for the performance of Services hereunder, provided that Contractor shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Property or the environment. In the event of an accidental release of Hazardous Materials on, in, or adjacent to, the Property, Contractor shall immediately notify Laketran in writing of same. Contractor shall indemnify, defend, and hold the Indemnitees (as that term is defined herein) harmless from and against any and all Claims (as that term is defined herein) arising out, resulting from, or in connection with any release and/or any subsequent cleanup of Hazardous Materials arising from the negligence or willful misconduct of Contractor, Subcontractor, or any party for whom Contractor and/or Subcontractor may be responsible at law, including, but not limited to, their respective employees and agents.

12. **CONDITION OF SITE AND RESTORATION.** During performance of the Services and prior to leaving the Property, all surplus materials, containers, and rubbish brought onto, or created at, the Property by Contractor, or Contractor's employees, agents, or Subcontractors, shall be removed in such a way as to minimize inconvenience to Laketran and Laketran's tenants. Contractor shall be responsible for proper disposal, including reuse or recycling, of materials discarded in connection with the Services.

13. **INSURANCE.** For the Term of this Agreement and for a period of three (3) years subsequent to the expiration or termination hereof, Contractor shall obtain and maintain insurance in accordance with Exhibit C, which is attached hereto and incorporated herein by reference.

14. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold Laketran, and any respective parents, subsidiaries, affiliates, related entities, and all such officers, directors, trustees, managers, partners, members, agents, employees, representatives, successors, and assigns (collectively, the "Indemnitees") harmless from and against any and all losses, costs, claims, damages, injuries, demands, settlements, judgments, expenses, fines, penalties, or liabilities of any nature or kind, including reasonable attorneys' fees, court costs, out of pocket expenses, and fees of expert witnesses (collectively, "Claims"), arising from, relating to, or in connection with: (a) Contractor's or Subcontractor's (including any party for whom Contractor or Subcontractor may be responsible at law) (collectively "Vendor") performance or non-performance of the Services, (b) Vendor's acts that are outside the scope of this Agreement, (c) Vendor's negligence, willful misconduct, violation of law, or breach of this Agreement, (d) Vendor's use, employment, engagement, or otherwise, of an employee, agent or other personnel who is, or who is alleged to be, unauthorized to work in the United States under applicable law, or (e) Vendor's completion, improper completion (or lack thereof, in whole or in part) of I-9, Employment Eligibility Verification forms for any of its employees or agents used to provide Services as required by applicable law.

15. **LIMITATION OF LIABILITY.** Contractor shall not make any claim or demand against the Indemnitees or persons for whom the Indemnitees are responsible at law, for any injury, including death, or any loss of or damage to, property suffered or sustained by the Contractor, its employees, or persons for whom the Contractor is responsible at law, arising out of or connected with this Agreement, the performance of the Services hereunder, or anything not done or maintained as required hereunder, and Contractor hereby waives as against the Indemnitees and persons for whom the Indemnitees are responsible at law, all such claims or demands. Contractor shall obtain similar waivers from any and all Subcontractors used to provide any portion of the Services.

16. **REIMBURSEMENT FOR PAYMENT.** In the event that Contractor fails or neglects to make any payment or perform any act required by this Agreement, Laketran may, at its option, make the payment or perform, or cause to be performed, any such act. Contractor agrees that it shall promptly reimburse Laketran for any expense incurred by Laketran as a result thereof, including interest at the maximum rate allowed by law from the date of payment.

17. **LIENS.** Contractor shall keep the Property free from any liens arising out of the Services, labor, Materials, or any obligations incurred by Contractor, and Contractor shall indemnify, hold harmless and defend the Indemnitees from any liens and encumbrances arising out of any Services, labor, Materials, or obligations incurred by or at the direction of Contractor. If any claim or lien is filed against the Property or any part thereof, the party receiving notice of such lien or action shall immediately give the other party written notice thereof. If Contractor fails, within twenty (20) days following the imposition of any lien, to cause such lien to be released of record by payment or posting of a proper bond, Laketran shall have, in addition to the remedies provided herein and by law, the right (but not the obligation) to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Laketran and all costs and expenses incurred by Laketran in connection therewith (including reasonable attorneys' fees and costs) shall be payable to Laketran by Contractor on demand, with interest at the maximum rate allowed by law from the date of expenditure through the date of payment by Contractor. At the sole discretion of Laketran, any such costs or expenses may be set off against any and all amounts or Fees payable or owing to Contractor by Laketran.

18. **TAXES.** Contractor shall pay all sales, use, employment, and other taxes of every kind applicable to the performance of this Agreement and shall reimburse Laketran for any such taxes paid by Laketran.

19. **RIGHT TO AUDIT.** Laketran and/or its representatives may inspect and audit Contractor's books and records with respect to this Agreement at any time during Term and for four (4) years following termination or expiration of the Term.

20. **NO THIRD-PARTY BENEFICIARIES.** There are no intended third-party beneficiaries of this Agreement

21. **WAIVER.** Laketran's waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur.

22. **NOTICES.** All notices or statements to be given or submitted under the terms of this Agreement shall be addressed to the intended recipient; shall be transmitted personally, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent Agreement delivery service furnishing a written record of attempted or actual delivery; and shall be deemed to be delivered when tendered for delivery to the addressee at the address set forth beneath its signature below or to other such address as may be specified from time to time by written notice given by Laketran or Contractor.

23. **NON-DISCRIMINATION.** Contractor shall not deny this Agreement's benefits to any person, or discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, or any other applicable protected classification. Contractor shall take affirmative action to ensure that the evaluation and treatment of employees are free from such discrimination. Contractor shall, unless exempt, abide by the terms of all applicable federal, state, and local non-discrimination provisions. Contractor shall include this non-discrimination clause in all subcontracts, if permitted, for any portion of the Services and shall notify all labor organizations with which it has a collective bargaining agreement of its obligations under this Section.

24. **OFAC.** Contractor represents and warrants that neither Contractor, nor any persons or entities holding any legal or beneficial interest whatsoever in Contractor, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If any of the foregoing representations are or shall become untrue at any time during the Term, an event of default shall be deemed to have occurred, entitling Laketran to exercise the remedies under this Agreement, and Contractor shall indemnify, defend, and hold the Indemnitees harmless from any and all Claims arising from Contractor's breach of this Section.

25. **CONFLICTS OF INTEREST.** Contractor shall not enter into any contracts that would conflict with its obligations, or render it incapable of satisfactorily performing, hereunder.

26. **CONFIDENTIALITY; RELEASE OF INFORMATION.** Contractor shall hold confidential all information (i) obtained from, or in the possession of, Laketran, or (ii) generated on behalf of Laketran, or (iii) otherwise obtained in connection with the performance of Services. Contractor shall not use, misappropriate, or disclose such information without Laketran's, as applicable, prior written

consent, which may be withheld in such party's sole discretion. Notwithstanding the foregoing, Contractor's obligations shall not apply to information in the public domain or lawfully acquired from a third party so long as such third party is not in breach of any of its confidentiality obligations.

Contractor shall not, without the prior written approval of Laketran, make any news releases, public announcements, denials, or confirmations of any part of the subject matter of this Agreement, or disclose any privileged or confidential information obtained in connection with this Agreement to any third party.

27. **OWNERSHIP OF DOCUMENTS; TITLE.** Laketran shall at all times own and hold all common law, statutory, and other reserved rights, including copyrights, to all reports, specifications, drawings, or other documents, including those in electronic form prepared and/or developed by Contractor or at Contractor's direction (e.g., by its Subcontractors) in connection with the Services, in whatever format (collectively, "Documents"). Contractor shall execute documents evidencing such ownership upon Laketran's request. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold Indemnitees harmless from and against any Claims relating to infringement of any copyright, trademark, patent, or other intellectual property arising out of the preparation or use of any Documents.

Title to all completed or partially completed Services and to all Materials delivered to and stored at the Property which are intended to become part of the completed Services shall pass to Laketran upon the earlier to occur of (i) the installation of the Materials, or (ii) the payment by Laketran for the Materials.

28. **INAPPROPRIATE OFFERINGS.** Contractor represents and warrants to, and for the benefit of, Laketran that Contractor (i) has neither paid nor furnished to, nor sought or received from, any person or entity, in connection with obtaining or entering into this Agreement, any commission, finder's fee, sum, gift, or other item, which, taken together, have a value in excess of ONE HUNDRED DOLLARS (\$100.00) per year, and (ii) shall not make or receive any payments or gifts during, or after the expiration of, the Term in connection with the Services to be performed hereunder which, taken together during any one year period, have a value in excess of ONE HUNDRED DOLLARS (\$100.00) per year.

29. **ASSIGNMENT.** Contractor shall not assign all or any portion of this Agreement or any monies due, or to become due, hereunder without the prior written consent of Laketran. Even if such consent is given, Contractor shall not be relieved from any of its obligations under this Agreement. Any assignee or Subcontractor shall be deemed the agent of Contractor and Contractor shall remain liable to the same extent as if no such assignment was made or Subcontractors were engaged. Laketran may assign this Agreement in its sole discretion. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors-in-interest and assigns.

30. **GOVERNING LAW.** This Agreement shall be governed by, interpreted under, construed, and enforced in accordance with, the laws of the State of Ohio and Lake County.

31. **SEVERABILITY.** If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

32. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. This Agreement may be accepted as an original if received via facsimile or electronic mail, and the parties' signatures may be treated as an original and admissible evidence of this Agreement.

33. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes and cancels all other prior agreements (including, but not limited to, any proposals or oral agreements), representations and understandings of the

EXHIBIT B

Incorporated by Reference:

INVITATION TO BID FOR HEATING, VENTILATION, AIR CONDITIONING
MAINTENANCE AND ON-CALL SERVICES

ADDENDUM #1

ADDENDUM#2

ADDENDUM#3

EXHIBIT C – INSURANCE

Contractor shall obtain and maintain, at Contractor's expense, insurance covering Contractor and anyone directly or indirectly employed by Contractor, issued by an insurance company or companies, which are rated "A-" or better in Best's Key Rating Guide and authorized to transact business in the state of Ohio. Any rating less than "A-" will require written approval by Laketran. All policies are to protect Laketran from and against liabilities arising out of the operations of Contractor and any Subcontractors pursuant to this Agreement, including at least, and in amounts not less than, the coverages listed below and such other types and amounts of insurance as Laketran deems necessary. Contractor shall either (i) ensure that all Subcontractors, and anyone directly or indirectly employed by such Subcontractors, are covered by Contractor's insurance required herein, or (ii) require that any and all Subcontractors obtain and maintain the insurance in the amounts and types required hereunder and ensure that each Subcontractor impose the same requirements on any and all additional contractors engaged by such Subcontractor. If the Contractor is self-insured for any of the policies required hereunder, then Laketran must pre-approve such policies and the Contractor shall waive any right of recovery from Laketran. Any coverage limit required herein shall not be construed as a limitation or satisfaction of any hold harmless or indemnification contained herein.

Commercial General Liability: Insurance to include products and completed operations coverage, premises liability, Subcontractor liability, blanket contractual liability including Contractor's indemnity agreements contained in this Agreement and personal injury in an amount not less than \$1,000,000 per occurrence Bodily Injury, Property Damage and products and completed operations, \$2,000,000 aggregate. Coverage shall be written on an "occurrence" basis.

Comprehensive Auto Liability: If not covered by Contractor's Commercial General Liability insurance policy, Comprehensive Auto Liability to include any vehicles, or owned, non-owned, or hired vehicles coverage in an amount not less than \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).

Umbrella Liability: Providing limits of \$3,000,000 each occurrence, written on an umbrella form basis with Commercial General Liability, Comprehensive Auto Liability and Employer's Liability functioning as underlying policies.

Workers' Compensation & Employer's Liability: Insurance relative to Contractor, all of Contractor's employees and agents engaged in performing Services, with coverage as follows:

(a) Workers' Compensation is mandatory (regardless of state requirement or an option for "opting out"), with limits no less than the statutory limits required by the state of Ohio; and

(b) Employer's Liability with limits for bodily injury each accident, disease each employee, disease per policy limit in an amount not less than \$1,000,000.

Pollution Liability: If Contractor is engaged for environmental abatement or remediation work, or if the Services involve the use, treatment, storage, removal, transport, or otherwise of Hazardous Materials at, to, or from the Property, Contractor must obtain Contractor's Pollution Liability or equivalent coverage in an amount no less than \$5,000,000 each occurrence on terms satisfactory to Laketra. Coverage shall be provided in a "claims made" form and include defense expense within the limit of liability. The Retroactive Date must be a date prior to the Effective Date of this Agreement

Professional Liability ("Errors and Omissions"): If Contractor is engaged for professional services or Contractor's Services include professional design or engineering services, by a professional on staff or under a consulting agreement, Contractor must secure, acquire and maintain, or require its independent consultant or Subcontractor to acquire and maintain, Professional Liability insurance in limits not less than \$3,000,000 covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Services. Coverage shall be provided in a "claims made" form and shall include defense expense.

Comprehensive Dishonesty, Disappearance and Destruction Bond (Employee Dishonesty/Crime/Fidelity Bond): If, in order to perform the Services, or any portion thereof, Contractor's employees or agents are required to have access to the Property, Contractor will obtain commercial crime insurance, including blanket coverage for employee dishonesty, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by any of Contractor's employees, agents or representatives, whether acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control, with a minimum limit per event of \$500,000.

Property: Insurance for tools, equipment and other personal brought on to the Property by the Contractor or its Subcontractor(s) that includes a waiver of subrogation in favor of Laketra.

Waiver of Subrogation: To the fullest extent permitted by law, there shall be a waiver of subrogation in favor of Laketra on the following policies: Commercial General Liability, Comprehensive Auto Liability, Workers' Compensation & Employer's Liability. Contractor shall require similar waivers by Subcontractors.

Additional Insured: Each insurance policy shall be written to cover all claims arising out of occurrences taking place during the Term of this Agreement and the Commercial General Liability, Comprehensive Auto Liability and Umbrella Liability shall name Laketra, and any other entities and/or parties requested by Laketra, as additional insureds by way of endorsement, either individually or blanket, and extend to completed operations. Contractor shall require the same additional insured endorsements from Subcontractors.

Primary and Non-Contributory: Each policy required hereunder shall be primary and non-contributory with any other insurance available to Laketra and shall not be subject to reduction of coverage as to Laketra by reason of any claim asserted against Contractor other than in connection with the rendition of Services hereunder or by reason of any misstatement, act or omission of any party other than Laketra applying for or insured by such insurance.

Cancellation, Reduction or Material Change: Insurers for insurance required under this Exhibit shall endeavor to provide at least thirty (30) days' written notice in the event of cancellation of, or reduction or material change in, the required coverage. Contractor shall provide immediate written notice to Laketra should any of the above described policies be canceled, reduced or materially changed.

Evidence of Insurance and Replacement Coverage: At least (10) days before the commencement of the Term, Contractor shall supply Laketra with either the policies themselves or certificates of insurance along

with additional insured endorsements satisfactory to Laketran, evidencing compliance with all the foregoing requirements. Contractor agrees that Laketran may engage a third-party vendor screening service provider to manage vendor screening and vendor certificates of insurance, and that Contractor shall bear any and all costs associated with same. If evidence of insurance is not received by Laketran, and/or the third party vendor screening service provider or if such evidence of insurance expires at any time during the Term of this Agreement, the Contractor will not be authorized to perform any Services, and Laketran may withhold payment, until Laketran receives a current certificate of insurance evidencing required insurance limits. In the event Contractor fails to provide replacement coverage at least fifteen (15) days' prior to the expiration of any policy of insurance, Laketran may secure such insurance and deduct the cost thereof from any amounts due Contractor, and Contractor shall pay any additional amounts due to Laketran within fifteen (15) days' notice thereof from Laketran. Contractor shall be responsible for obtaining and/or maintaining in force any insurance on equipment, tools, or personal effects (business personal property) owned by, rented to, or in the care, custody, or control of Contractor, its employees or Subcontractors and for any deductible payable under said policy.

parties in connection with such subject matter. In the event of a conflict between the provisions of this Agreement and the provisions of any attached exhibits, schedules, or otherwise, the provisions that afford the Laketran the greatest rights and benefits shall govern and control.

If this Agreement is modified at the request of Laketran or Contractor, such modifications must be confirmed in writing and signed by Laketran and Contractor ("Amendment"). Any Amendment shall be subject to the terms and conditions of this Agreement. No oral amendment or modification shall be binding on either party.

34. **NEGOTIATION OF CONTRACT.** The parties acknowledge that this Contract was the subject of fair negotiation between parties adequately represented by counsel of their choice. Neither party shall be considered the drafter of this Contract for the purpose of construing any of its terms and conditions.

IN WITNESS WHEREOF, each party has executed this Agreement on the date set forth under its signature below, but effective as of the date first set forth above.

CONTRACTOR:

LAKETRAN:

Gardiner

By: 

By: 

Name: Gardiner Service Company, LLC

Name: Ben Capelle

Its: President

Its: Chief Executive Officer

Date: 3/7/22

Date: 03-21-22

Address: 31200 Bainbridge Rd., Solon, OH 44139

email / Phone: / *** / ***

License #: _____

Approved as to form and correctness:

By: 

Brandon D. R. Dynes, Esq. Attorney for Laketran

EXHIBIT A – SERVICES/FEE SCHEDULE

Detailed description of Services and Fees (Fees to include any and all applicable taxes):

Services described in detail in the Invitation to Bid due on February 9, 2022 are incorporated herein.

Preventive Maintenance	Monthly Rate	Monthly Rate	Monthly Rate
	2022-2023	2023-2024	2024-2025
Laketrans HQ Preventive Maintenance 555 Lakeshore Blvd. Painesville Twp., OH 44077	\$2,497.00	\$2,497.00	\$2,497.00
Frank J. Polivka Transit Center PM 7601 Clocktower Dr, Kirtland, OH 44094	\$491.00	\$491.00	\$491.00
Wickliffe Park-n-Ride PM 29551 Lakeland Blvd, Wickliffe, OH 44092	\$242.00	\$242.00	\$242.00
Total Monthly Preventive Maintenance Cost	\$3,230.00	\$3,230.00	\$3,230.00
Labor Rate	2022-2023	2023-2024	2024-2025
Standard Service Rate (\$/hr)	\$100.00	\$100.00	\$100.00
After Hours Rate (\$/hr)	\$150.00	\$150.00	\$150.00
Weekend Rate (\$/hr)	\$150.00	\$150.00	\$150.00
Holiday Rate (\$)	\$200.00	\$200.00	\$200.00

*Bill Separately
Amount
\$ 38,760.*