

ORDINANCE NO. 193-25

**AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER  
INTO AN AGREEMENT WITH COLDWATER CONSULTING, LLC, FOR  
PROFESSIONAL SERVICES RELATED TO THE BLACK RIVER DREDGE  
MATERIAL REUSE FACILITY – 2026 FACILITY MANAGEMENT.**

**WHEREAS**, the City of Lorain Dredge Material Reuse Facility began accepting navigational dredge material in August 2024; and

**WHEREAS**, the United States Army Corps of Engineer's has notified the City of Lorain of their intent to utilize the facility for the disposal of navigational dredge material for the 2026-2027 dredge cycle; and

**WHEREAS**, the City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering these environmental and ecological program activities; and

**WHEREAS**, the firms were rated and ranked; and

**WHEREAS**, Coldwater Consulting, LLC (Coldwater), was selected as the highest rated firm; and

**WHEREAS**, this project includes professional services in the amount of \$1,046,301.18, to be paid from funds available in the Dredge Fund; and

**WHEREAS**, the Engineering Department seeks to enter into a professional services agreement with Coldwater.

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

**SECTION I:** That the Safety/Service Director is hereby authorized to enter into an agreement for professional services with Coldwater for Black River Dredge Material Reuse Facility – 2026 Facility Management in a form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

**SECTION II:** Professional services for the management of Black River Dredge Material Reuse Facility shall require the City of Lorain to pay Coldwater an amount not to exceed \$1,046,301.18 as compensation for said professional services.

**SECTION III:** That the total cost of professional services shall not exceed \$1,046,301.18 and shall be paid from Dredge Fund 2900 from an account to be determined by the City of Lorain Auditor.

**SECTION IV:** That 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 of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

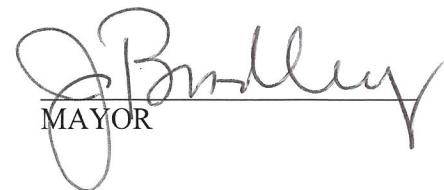
**SECTION V:** That this ordinance shall be in force from and after the earliest period allowed by law.

PASSED: December 15, 2025



Tyler D. Dull  
PRESIDENT OF COUNCIL Pro Tempore

ATTEST: Breanna Dull, CLERK



B. Bradley  
MAYOR

APPROVED: December 16, 2025

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**AGREEMENT**  
**BETWEEN THE CITY OF LORAIN AND**  
**CONSULTANT**

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**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

**The Consultant is:**

**Coldwater Consulting, LLC**  
**46 W. Columbus Street**  
**Galena, Ohio 43021**

**The Project is:**

**BLACK RIVER DREDGE**  
**MATERIAL REUSE FACILITY –**  
**2026 FACILITY MANAGEMENT**

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

THIS AGREEMENT, effective as of the \_\_\_\_\_ day of December, 2025, between the City of Lorain, organized and existing as a political subdivision of the State of Ohio, and Coldwater Consulting, LLC. With a place of business located at 46 W. Columbus Street, Galena, Ohio 43021 (“Consultant”). The City of Lorain and Consultant agree as set forth below:

WHEREAS, it is necessary to perform professional services for the Black River Dredge Material Reuse Facility – 2026 Facility Management (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 Coldwater Consulting, 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, or as specified elsewhere in Exhibit A-Scope of Work.

**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 Black River Dredge Material Reuse Facility – Facility Manager.

## **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 *one million forty six thousand three hundred one dollars and eighteen cents* (\$1,046,301.18). 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 Time and Materials.** 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 Labor Costs. 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 Labor Costs. Subconsultant's labor costs are invoiced by Consultant with a markup of no greater than 5%. Consultant shall include language in any agreement between Consultant and a Subconsultant to comply with Ohio Revised Code Sections 4115.03 to 4115.16, as applicable, regarding the payment to mechanics and laborers working on the Project.

4.1.1.3 Direct Expense Costs of Consultant and Subconsultant. Direct expense costs in support of delivering the Services are included on the Consultant invoice. Consultant shall not contain in its invoice submitted to the City any markup of Consultant's Direct Expenses or any markup on Subconsultant's Direct Expenses, unless provided herein. 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. Consultant shall not markup rental equipment in amount that exceeds fifteen (15) % of the original cost of Consultant renting said equipment, nor markup Consultant's purchases of materials in an amount that exceeds two (2) % of the original cost of Consultant purchasing said materials. Additionally, Consultant shall not permit Subconsultant to markup rental equipment in amount that exceeds fifteen (15) % of the original cost of Subconsultant renting said equipment, nor markup purchases of materials in an amount that exceeds two (2) % of the original cost of Subconsultant purchasing said materials. Consultant shall not contain in its invoice any markup for Subconsultant's equipment rental or purchase of materials.

**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**

**5.1** 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.

**5.2** 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.

**5.4** 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.

**5.6** 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.

**5.7** 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.

**5.8** 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 expire on December 31, 2026, unless extended pursuant to this Agreement. This Agreement consists of four (4) additional one (1) year optional extensions. Prior to the expiration of this Agreement of December 31<sup>st</sup> of each year, City and Consultant may extend this Agreement for one (1) additional year, provided that City and Consultant agree to such one (1) year extension in writing within thirty (30) days of this Agreement's expiration.

**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.

**6.5** 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**

**7.1** 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 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 directly 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 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:

\$5,000,000 Annual Aggregate

\$5,000,000 Per claim

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

\$5,000,000 Annual Aggregate

\$5,000,000 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.

**8.1.1.5 Umbrella Policy.** Consultant, Consultant's subconsultant's(s) and Professionals engaged by the Consultant shall purchase and maintain in force an umbrella insurance policy applicable to the requested insurance coverages in this Agreement in the minimum amount of \$5,000,000.00.

**8.1.1.6 Pollution Liability Coverage – Per Claim Aggregate.** Consultant, Consultant's subconsultant's(s), Contractors, and Professionals engaged by the Consultant shall purchase and maintain in force Pollution Liability insurance policy applicable to the requested insurance coverages in this Agreement in the minimum amount of \$5,000,000.00.

**8.2 Property Insurance.** 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 subconsultant(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**

**9.1** 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.

**9.4** 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.

**9.5** 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.

**11.2** Consultant shall indemnify, save and hold the City and its officers, employees, and 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**

**15.1** Consultant shall be and remain an independent contractor with respect to all 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.

**16.2** All subconsultants for Services covered by this Agreement must conform to the

requirements of this Agreement.

**16.3** **Debarment.** 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.

**20.2 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.

**20.3 Defective Pricing.** 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.

**20.4**     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.

**20.5**     Gratuities. 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.

## **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:**

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**CITY OF LORAIN, OHIO**

BY: \_\_\_\_\_

(Title): \_\_\_\_\_

**WITNESS:**

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**COLDWATER CONSULTING, LLC**

BY: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

**TAXPAYER I.D. NUMBER**

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**Prepared as to form:**

Patrick D. Riley  
Law Director  
City of Lorain, Ohio

**EXHIBIT A/B**

November 24, 2025

Kathryn Golden, Storm Water Manager  
City of Lorain, Engineering Department  
200 W. Erie Avenue  
Lorain, Ohio 44052  
*Transmitted via Email*

RE: Black River Dredged Material Reuse Facility Contract – Calendar Year 2026 Scope of Work

Dear Ms. Golden,

Coldwater Consulting, LLC (Coldwater) is pleased to submit this scope of work for the Black River Dredge Material Reuse Facility (BRDMRF) to the City. This proposal outlines the professional services that Coldwater will provide to assist the City during the upcoming dredging cycle.

**Scope of Work**

This document outlines the engineering, coordination, and operational support services to be provided to the City of Lorain for the 2026–2027 dredging cycle, January - December 2026. Additional services necessary for the dredging cycle, including material harvesting, on-site placement, and continued USACE coordination, will be completed under a future scope of services. Coldwater, in collaboration with its subconsultant, Xtreme Excavating, LLC, will assist with offloading, preparation, and cleanup activities. Additionally, Coldwater will manage site operations, support USACE bidding and operational planning, and coordinate with the USACE on the development of the Dredged Material Management Plan (DMMP) for the Black River.

The following sections outline the specific tasks, responsibilities, and associated budget required to complete this work successfully.

**Task 1 – Grant Closeout and Site Management**

This task includes minor activities relating to existing grant closeout as well as performing routine oversight and verification activities to ensure the BRDMRF remains in a condition suitable for the 2026 dredging season.

*1.1 NPDES Sampling*

Coldwater will perform required NPDES sampling for any effluent discharges and submit required data to Ohio EPA.

*1.2 Grant Closeout*

Coldwater will aid in site activities related to the existing grant closeout, including all required grant reporting, closing of contracts, and approval of final invoices. Coldwater will also oversee, coordinate, and confirm the completion of any remaining grant activities, including the concrete

replacement at the underpass in Spring 2026 as well as any final rock deliveries to expend final grant funds. Any required photos or drone videos will be taken to document grant completion as needed.

### *1.3 Site Visits*

Coldwater will maintain weekly site visits to confirm site conditions and document any required repairs or improvements. Coldwater will check in weekly with the City site coordinator regarding any potential site issues requiring attention. This includes inspection of the site post dredging to confirm facilities are adequately dewatering.

### *1.4 Visitor Access*

Coldwater will support the City with escorts and coordination for any organized site visits, including escort of regulatory personnel, civilians, and/or city staff and personnel.

## **Task 2 – USACE Bidding/OP Plan/Contract Coordination**

This task includes providing technical support and coordination to assist the City and USACE through bidding, contract execution, and pre-dredging preparations.

### *2.1 Bidding Support*

- Coldwater will provide USACE and the City with required documentation for bidding and contract execution, including updated tipping-fee documentation, contracts, and the operation plan.
- Coldwater will answer questions related to the proposed contract and operation plan during the USACE bidding process.
- Coldwater will attend monthly coordination calls and any additional technical calls/meetings required for bidding and dredging contract execution.

### *2.2 Pre-Dredging Coordination*

Coldwater will coordinate with the selected dredger regarding contract execution and attend meetings to discuss site access, setup, and other pre-dredging operational topics as needed.

## **Task 3 – DMMP Coordination**

This task includes supporting USACE in the development and completion of the Dredged Material Management Plan (DMMP) through technical input and cost evaluations.

### *3.1 Meetings*

Coldwater will attend internal meetings and external meetings with USACE to facilitate the completion of the DMMP.

### *3.2 Cost Estimates/Concepts*

Coldwater will develop cost estimates and supporting information as required for DMMP development by USACE. Coldwater will respond to questions and support the development of additional concepts such as the Finger Pier infill option.

**Task 4 – Offloading (Prep and Operations)**

This task includes all preparation, setup, operational coordination, and demobilization activities required to support dredge offloading operations at the BRDMRF.

*4.1 Offloading Preparations*

Coldwater will be on site with their subcontractor prior to the start of offloading operations to perform activities to ensure that the site is ready to receive dredged material at the start of the proposed dredging operations. Activities include but are not limited to the following:

- Coordinate with the Lorain Fire Department (LFD) and Emergency Medical Services (EMS) in advance of site mobilization.
- Conduct a site-specific safety orientation and initiate health and safety planning per the Site-Specific Health and Safety Plan (SS-HASP).
- Mobilize and confirm availability and schedule of all required personnel, heavy equipment, and materials.
- Restack/move bin block baffle walls.
- Receive and store polymer totes inside the Super Hut.
- Rent and place eight temporary light towers
- Stage all three polymer dosing skids. Install per polymer dosing system layout plan:
  - Two electric Pumps
  - Two trash pumps
- All make-up water lay flat hoses
- Polymer injection hoses
- Fill the 10,500-gallon elevated water tank
- Perform pressure and leak testing on all three polymer dosing systems.
- Install all weir logs at the WMA, NSB, and SSB.
- Install welded wire mesh on all four new GeoPools.
- Remove all dump doors on GeoPool 1,2,6, & 8.
- Install geotextile fabric in all GeoPools per manufacturer specifications.
- Reinstall all dump doors on GeoPool 1,2,6, & 8.
- Install dump doors onto Geopools 3,4,5, & 7 and (1) Butterfly valve.
- Install drop gates and verify all cables, turnbuckles, and saddles are installed per the manufacturer's specifications.
- Inspect and confirm all pumps, gate valves, and polymer dosing equipment operational.
- Complete Facility Readiness Checklist.
- Conduct a formal readiness walkthrough with the City.
- Stockpile aggregate material for site usage.

#### *4.2 Offloading Operations*

Coldwater will be on site with their subcontractor during offloading operations to coordinate receipt of dredged material throughout dredging operations. Coldwater will work with the selected dredger to complete dredging activities and cleanup the site to allow for dredged material to settle and dewater. Activities include but are not limited to the following:

- Coordinate with dredger and develop a 24/7 Shift Management and Communication Plan prior to the start of dredging.
- Implement a dedicated shift management plan to ensure:
  - On-call emergency response capability
  - Proper personnel rotation
  - Presence of a designated, competent Shift Supervisor responsible for all operations, communications, and emergency response during their shift.
- Charge daily and verify all two-way radios are in working condition.
- Check and operate light towers as needed.
- Coordinate daily with the U.S. Army Corps of Engineers (USACE) dredge contractor to maintain uninterrupted slurry delivery to the site.
- Connect the 16-inch MDPE discharge pipe from the off loader.
- Operate the manifold system, monitor, and document slurry discharge.
- Operate all electric and gas pumps.
- Maintain sufficient water supply in the elevated water tank.
- Operate all valves, dump gates, and weir logs.
- Conduct and document daily visual inspections of slurry pipes and joints.
- Reposition polymer dosing systems as dredging progresses; perform all routine maintenance and inspections.
- Install and remove hydro gate logs
- Maintain daily polymer usage log (gallons, tote volume, calibration settings)
- Maintain daily Site Discharge GeoPool Monitoring Logs
- Conduct structural inspections of GeoPools post-filling; adjust cables/turnbuckles
- Perform filter fabric maintenance during non-discharge periods.
- Maintain haul routes and access points.
- Implement Emergency Response Procedure: verbal notification within 1 hour, written Incident Report within 24 hours.
- Conduct post-offloading checklist items (e.g., polymer systems, water tank, hoses, pumps, slurry line steel plate).
- Store all remaining polymer totes inside heated storage container (located inside the Super Hut) and secure.
- Coordinate regularly with on-site City staff

### Proposed Budget

The proposed budget per the scope of work described above is presented in the table below. It is assumed the budget can be moved per line item necessary to meet the project goals and objectives as long as the overall amount is not exceeded. The budget assumes work to be completed in calendar year 2026. Additional operations beyond offloading for the completion of the 2026-2027 dredging cycle will be addressed in a future contract modification. Labor and expenses are included in the proposed budget table below.

Task	Description	Estimated Budget (\$)
<b>1.0</b>	<b>Grant Closeout and Site Management</b>	
1.1	NPDES Sampling	\$12,568
1.2	Grant Closeout and Site Management Activities	\$21,512
1.3	Weekly Site Visits & Reporting	\$74,440
1.4	Visitor Access Coordination	\$5,168
	<i>Subtotal</i>	<i>\$113,688</i>
<b>2.0</b>	<b>USACE Bidding/OP Plan/Contract Coordination</b>	
2.1	Bidding Support & Documentation	\$20,008
2.2	Pre-Dredging Coordination	\$17,992
	<i>Subtotal</i>	<i>\$38,000</i>
<b>3.0</b>	<b>DMMP Coordination</b>	
3.1	Internal/External Meetings	\$20,736
3.2	Cost Estimates & Supporting Concepts	\$34,824
	<i>Subtotal</i>	<i>\$55,560</i>
<b>4.0</b>	<b>Offloading (Prep &amp; Cleanup)</b>	
4.1	Offloading Preparations	\$184,482.50
4.2	Offloading Operations	\$654,570.68
	<i>Subtotal</i>	<i>\$839,053.18</i>
	<b>ENGINEERING TOTAL</b>	<b>\$1,046,301.18</b>

Coldwater appreciates working with the city on such an important project for the river and the region. Please contact me at (614) 519-6062 or [kdrisch@coldwaterconsultants.com](mailto:kdrisch@coldwaterconsultants.com) with any questions or comments.

Sincerely,



Kristen Risch  
 Principal/Owner  
 Coldwater Consulting, LLC



## CITY OF LORAIN

### **City Council Regular Meeting**

**10. n.**

**Meeting Date:** 12/15/2025

**Submitted by:** Kathryn Golden

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#### **AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:**

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH COLDWATER CONSULTING, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE BLACK RIVER DREDGE MATERIAL REUSE FACILITY – 2026 FACILITY MANAGEMENT.

#### **PURPOSE AND BACKGROUND:**

the City of Lorain Dredge Material Reuse Facility began accepting navigational dredge material in August 2024. The United States Army Corps of Engineers has notified the City of Lorain of their intent to utilize the facility for the disposal of navigational dredge material for the 2026-2027 dredge cycle. The City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering these environmental and ecological program activities. The firms were rated and ranked. Coldwater Consulting, LLC (Coldwater), was selected as the highest rated firm. This project includes professional services in the amount of \$1,046,301.18, to be paid from funds available in the Dredge Fund. The Engineering Department seeks to enter into a professional services agreement with Coldwater.

#### **RECOMMENDATION TO COUNCIL:**

Consideration and passage

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#### **Fiscal Impact**

**Funds Available in Current Year Budget (Y/N):** Y

**Estimated Total Expenditure:** \$1,046,301.18

**List of Funding Source and/or Account Number:** Dredge Fund 2900

**Estimate of Incoming Revenue (fees, grants, etc.):**

**Financing Requirements (Bonds, Loans, Lease, etc.):**

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#### **Attachments**

Ordinance

Exhibit A - Agreement and SOW

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#### **Form Review**

Inbox	Reviewed By	Date
Harper	Maggie Partin	12/12/2025 09:47 AM
P. Riley	Michele Beko	12/12/2025 09:49 AM
Carrión	Rey Carrion	12/10/2025 04:14 PM

Mayor Bradley

P. Riley

Harper

Form Started By: Kathryn Golden

Jack Bradley

Michele Beko

12/10/2025 08:45 PM

12/12/2025 09:49 AM

Started On: 11/26/2025 11:58 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski	1		Nutt		
Dimacchia	1		Moon		
DuVall			Arroyo	1	
Henley			Spellacy	1	
Kempton			Thornsberry	1	AbSAlt
Carter	1		Arredondo		