



THE CITY OF PAINESVILLE, OHIO

DEPARTMENT OF FINANCE

DIVISION OF ACCOUNTING AND FINANCE

PURCHASING SECTION

NOTICE TO BIDDERS

SPECIFICATIONS, INSTRUCTIONS AND BID FORMS

FOR

COAL

TYPE B STOKER Coal

TRUCK DELIVERY

FOR

DIVISION OF ELECTRIC

DEPARTMENT OF UTILITIES

BID OPENING DATE: May 19, 2026

TIME: 12:00 NOON

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

THE CITY OF PAINESVILLE, OHIO

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THE CITY OF PAINESVILLE. OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

NOTICE TO BIDDERS

This document ("Bid Document") constitutes the general instructions for coal bids to the City of Painesville ("City"). Signed, sealed bids will be received by the City of Painesville, Lake County, Ohio at the office of the City Manager in City Hall, 7 Richmond Street, Painesville, Ohio 44077, until 12:00 Noon, Local time, on:

May 19, 2026

and at that time shall be opened and publicly read for furnishing the following item in quantities, more or less, as specified, to the City of Painesville, for a one (1) year period. At the option of the City, the contract period may be extended for a two (2) or three (3) year period, based on lowest and best bids received, as may be in the best interest of the City.

COAL — Type B - TRUCK DELIVERY - MUNICIPAL ELECTRIC PLANT

This item shall conform to specifications on file in the office of the City Manager and as set forth within the Bid Document and other accompanying documents as incorporated herein.

Each bid must contain the full name of each and every person, company or corporation interested in the same; shall state whether individual, partnership or corporation; shall name the insurer of the individual, partnership or corporation and provide the policy number(s) meeting the insurance requirements herein; and each bid shall be accompanied by a bid bond, bank cashier's or official's check, or certified check, payable to the City of Painesville, Ohio, drawn on a solvent bank, in the amount of \$1,000.00 as a guarantee that if the bid is accepted, a contract will be entered into and performed promptly or as specified by the City of Painesville. Bid bonds and checks accompanying rejected bids will be returned upon award of contract. Each bid shall be enclosed in a sealed envelope, marked on the outside "Bid Proposal for Coal — TYPE B."

No bidder may withdraw his bid for a period of sixty (60) days from the date of the opening of the sealed proposals. The right is reserved to accept any bid, to reject any or all bids and to waive any defects or irregularities in the bidding.

AUTHORIZED BY RESOLUTION NUMBER 70-25 PASSED December 15, 2025.

Douglas L. Lewis.
City Manager

PUBLISH: May 5, 2026
May 12, 2026

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

I. CONTRACT PERIOD:

THE CONTRACT PERIOD SHALL BE FOR A ONE (1) YEAR PERIOD. AT THE OPTION OF THE CITY, THE CONTRACT PERIOD MAY BE EXTENDED FOR A TWO (2) OR THREE (3) YEAR PERIOD, BASED ON LOWEST AND BEST BIDS RECEIVED, AS MAY BE IN THE BEST INTEREST OF THE CITY.

II. ESTIMATED REQUIREMENTS:

THE ESTIMATED ANNUAL REQUIREMENTS ARE:
CRUSHED, WASHED AND DRIED COAL - TYPE B. AVERAGE USE OVER THE LAST THREE YEARS WAS APPROXIMATELY 600 TONS PER YEAR.

THE CITY DOES NOT OBLIGATE ITSELF TO PURCHASE THE FULL QUANTITY INDICATED; HOWEVER, THE CITY'S REQUIREMENTS MAY EXCEED THE QUANTITY SHOWN AND THE SUCCESSFUL BIDDER SHALL BE OBLIGATED TO FULFILL ALL REQUIREMENTS AS SHOWN ON PURCHASE ORDERS WITH MAILING DATES THAT FALL WITHIN THE TERM OF CONTRACT. THE COAL SHALL CONFORM WITH THE SPECIFICATIONS AS SET FORTH WITHIN THE BID DOCUMENT AND OTHER ACCOMPANYING DOCUMENTS AS INCORPORATED HEREIN.

III. BID PRICES:

THE BID PRICES OF COAL SHALL INCLUDE ALL PROCESSING, FREIGHT AND DELIVERY CHARGES, F.O.B. PAINESVILLE MUNICIPAL ELECTRIC PLANT, 325 RICHMOND STREET, PAINESVILLE, OHIO.

IV. PRICE ADJUSTMENT:

ALL PRICES QUOTED ARE EXPECTED TO REMAIN FIRM DURING THE TERM OF THE CONTRACT. IN THE EVENT THAT THE BIDDER CAN MAKE A PROPOSAL SUBJECT TO PRICE ADJUSTMENT PROVISION, WHICH, IN THE OPINION OF THE BIDDER, WILL RESULT IN A LOWER COST TO THE CITY THAN THE COST UNDER A FIRM BID HE WOULD MAKE, AS PROVIDED IN THE BID FORMS, HE MAY MAKE SUCH A PROPOSAL, OR PROPOSALS, AND SUCH PROPOSAL, OR PROPOSALS, WILL RECEIVE CONSIDERATION UNDER THE FOLLOWING CONDITIONS.

1. THAT SUCH PROPOSAL, OR PROPOSALS SHALL BE SO NOTED ON THE BID FORMS BY THE BIDDER AT THE TIME OF THE BID OPENING.

2. THAT A STATEMENT OF SUCH "PRICE ADJUST PROVISIONS" SHALL ACCOMPANY THE BID OR BIDS, AND SHALL BE PROPERLY MARKED TO IDENTIFY THEM AS PART OF THE PARTICULAR BID TO WHICH THEY APPLY.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

3. THAT THE PRICES BID SHALL BE BASED UPON CURRENT COSTS OF LABOR, MATERIALS AND OTHER SERVICES ENTERING INTO THE FURNISHING AND DELIVERY OF THE COAL QUOTED.

4. THAT ANY PRICE ADJUSTMENT PROVISIONS SUBMITTED BY THE BIDDER SHALL BE BASED UPON THE OCCURRENCE OF CONTINGENCIES SUBSEQUENT TO THE DATE OF THE BID, OR BIDS, AND OUTSIDE OF THE DIRECT CONTROL OF EITHER OF THE CONTRACTING PARTIES.

5. THAT SUCH PRICE ADJUSTMENT PROVISIONS SUBMITTED BY THE BIDDER PROVIDE A READY MEANS OF DEFINITE AND CERTAIN DETERMINATION OF ANY INCREASE OR DECREASE IN THE CONTRACT PRICE DUE TO CONTINGENCIES OCCURRING SUBSEQUENT TO THE DATE OF THE BID OR BIDS.

6. THAT THE PROPORTION OR AMOUNT OF THE BID PRICES THAT ARE TO BE AFFECTED BY THE APPLICATION OF THE PRICE ADJUSTMENT PROVISIONS BE CLEARLY STATED.

7. THAT THE METHOD OF APPLICATION OF THE PRICE ADJUSTMENT PROVISIONS BE CLEARLY STATED.

8. THAT SUCH PRICE ADJUSTMENT PROVISIONS PROVIDE FOR A DOWNWARD ADJUSTMENT OF THE CONTRACT PRICES, IN ORDER THAT MUTUALITY OF BENEFIT MAY BE HAD BY BOTH CONTRACTING PARTIES.

9. THAT THE PRICE ADJUSTMENT PROVISIONS SHALL, PREFERABLY PROVIDE FOR MAXIMUM PRICES, AND IF SO, THEN ALSO MINIMUM PRICES BEYOND WHICH THE PRICE ADJUSTMENT PROVISIONS SHALL BE OF NO FURTHER EFFECT IN CAUSING PRICE INCREASE OR DECREASE.

10. THAT SUCH PRICE ADJUSTMENTS SHALL BE CONSIDERED ONLY UPON WRITTEN REQUEST, PROPERLY DOCUMENTED WITH COST DATA, IN ACCORDANCE WITH THE PRICE ADJUSTMENT PROVISIONS OUTLINED ABOVE.

11. THAT SUCH PRICE ADJUSTMENT SHALL NOT BE CONSIDERED DURING THE FIRST THREE (3) MONTHS OF A CONTRACT PERIOD, OR THE LAST THREE (3) MONTHS THEREOF.

12. THAT, NOTWITHSTANDING ANY OR ALL OF THE ABOVE PROVISIONS, THE CITY RESERVES THE RIGHT TO PROVIDE, IN ANY CONTRACT ENTERED INTO AS A RESULT OF BID OR BIDS SUBMITTED HEREUNDER, THAT THE CONTRACT SHALL BE SUBJECT TO TERMINATION BY THE CITY, UPON WRITTEN NOTICE, IN THE EVENT

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

ANY PRICE ADJUSTMENT, MADE IN ACCORDANCE WITH THE CONDITIONS OF THE BID PROPOSAL, SHALL RESULT IN A PRICE HIGHER THAN THAT BID.

V. **DELIVERY:**

DELIVERY OF COAL WILL BE REQUIRED AT THE RATE OF APPROXIMATELY 150 TONS PER DAY OF STOKER COAL MONDAY THROUGH SUNDAY OF EACH WEEK. THE COAL SHALL BE DELIVERED TO THE PAINESVILLE MUNICIPAL ELECTRIC PLANT, TO THE DESIGNATED UNLOADING POINT BETWEEN THE HOURS OF 7:00 A.M. AND 3:00 P.M.

VI. **COAL ANALYSIS:**

THE BID MUST BE ACCOMPANIED BY A FULL, TOTAL ANALYSIS OF THE COAL BEING BID, MADE BY A QUALIFIED, INDEPENDENT COMMERCIAL TESTING LABORATORY. DATE OF THE ANALYSIS MUST BE WITHIN SIX (6) MONTHS PRIOR TO BID OPENING DATE. ANALYSIS SHALL BE ON BOTH AN "AS RECEIVED" AND "DRY BASIS". THIS BID DOCUMENT SHALL SERVE AS NOTICE THAT THE CITY HAS REASON TO RELY UPON THE SUPPLIER'S TEST DATA AND OTHER REPRESENTATIONS THAT THE COAL DELIVERED MEETS THE CITY'S COAL SPECIFICATIONS AND IS SUITABLE FOR USE FOR ALL FORESEEABLE USES BY THE CITY WITHOUT FURTHER INSPECTION OR TESTING.

VII. **PEAK SHAVING AS A FORESEEABLE USE OF COAL:**

UNLESS OTHERWISE AGREED TO, THE COAL SHALL BE IN ADEQUATE CONDITION TO BE USED AS SOON AS DELIVERED FOR THE CITY'S PEAK SHAVING OPERATIONS AS SPECIFIED HEREIN. ANY LOSSES THE CITY INCURS RESULTING FROM COAL BEING INADEQUATE FOR SAID USE SHALL BE A FORESEEABLE LOSS AND RECOVERABLE AS DAMAGES INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO THE DIFFERENTIAL COST FOR TRANSMISSION IF THE POOR QUALITY COAL CAUSES PEAKS TO BE MISSED.

VIII. **COAL SAMPLING, TESTING, REJECTIONS:**

THE CITY RESERVES THE RIGHT TO SAMPLE AND TEST COAL BEFORE AWARDING CONTRACT, AND TO TAKE THE DETAILED SPECIFICATIONS AND CONDITIONS OF EACH BID INTO CONSIDERATION IN THE AWARD OF THE CONTRACT. THE CITY FURTHER RESERVES THE RIGHT TO SAMPLE, TEST AND REJECT ANY AND ALL COAL THAT DOES NOT MEET THE CONTRACT SPECIFICATIONS AND THE SUPPLIERS GUARANTEE, AND TO ORDER ITS REMOVAL FROM THE PLANT WITHOUT DELAY, AT THE SUPPLIER'S EXPENSE. TESTING BY THE CITY SHALL NOT CONSTITUTE RELIEF OF THE SELLER'S OBLIGATION TO SUPPLY ITS OWN TESTING REPRESENTATIVE OF THE COAL DELIVERED AS SPECIFIED HEREIN.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

IX. INITIAL TESTING PERIOD:

BECAUSE CHEMICAL SPECIFICATIONS MAY BE INSUFFICIENT FOR ENSURING PROPER COMBUSTION CHARACTERISTICS IN ACTUAL USE, THE CITY WILL PURCHASE TEST COAL FROM THE LOWEST AND BEST BIDDER MEETING CHEMICAL SPECIFICATIONS, FOR A PERIOD NOT TO EXCEED TWO (2) WEEKS, FOR THE PURPOSE OF DETERMINING WHETHER OR NOT CHEMICAL AND COMBUSTION CHARACTERISTICS MEET BOILER OPERATING REQUIREMENTS.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO WHICH THE COAL SUPPLIES, ALTHOUGH MEETING CHEMICAL SPECIFICATIONS, FAILS TO PERFORM PROPERLY IN ACTUAL USE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, ITS FAILURE TO COMPLETE COMBUSTION DURING NORMAL OPERATIONS. THE CITY SHALL TAKE SAMPLES OF THE TEST COAL BEING SUPPLIED AT LEAST DAILY, AND THE TEST RESULTS MUST MEET EPA LIMITS; NO MORE THAT 4.0 LBS. SULFUR DIOXIDE PER MM BTU.

X. VISUAL INSPECTION:

THE PREPARATION OF THE COAL SHALL BE IN ACCORDANCE WITH THE CITY'S SPECIFICATIONS. ALL COAL WILL, INsofar AS PRACTICABLE, BE INSPECTED AT THE POINT OF DELIVERY.

1. ANY COAL DELIVERED HEREUNDER SHALL BE INSPECTED VISUALLY AT DESTINATION TO DETERMINE THAT IT IS OF THE KIND AND SIZE SPECIFIED, AND REASONABLY FREE FROM SLATE, BONE, STONE, SULPHUR, DIRT AND FOREIGN MATTER. ACCEPTANCE OR REJECTION OF COAL SHALL BE THE RESPONSIBILITY OF THE CITY'S ELECTRIC POWER SUPERINTENDENT OR HIS DESIGNATE. ACCEPTANCE OF THE COAL BY THE CITY DOES NOT RELIEVE SUPPLIER OF ITS OBLIGATIONS HEREIN TO DELIVER COAL MEETING ALL SPECIFICATIONS HEREIN INCLUDING THOSE THAT MAY NOT BE ASCERTAINED BY VISUAL INSPECTION.

2. IF, UPON VISUAL INSPECTION, THE CITY DETERMINES THAT ANY COAL DELIVERED HEREUNDER IS NOT OF THE KIND AND SIZE SPECIFIED, OR IS NOT REASONABLY FREE FROM THE IMPURITIES LISTED ABOVE, IT MAY AT ITS OPTION, REJECT THE COAL AND UPON NOTICE OF SUCH REJECTION, THE CONTRACTOR, AT HIS EXPENSE, SHALL PROMPTLY REMOVE THE REJECTED COAL AND ISSUE FULL CREDIT FOR ITS VALUE, INCLUDING TRANSPORTATION COST. THE CITY IS NOT LIMITED TO VISUAL INSPECTION AS A REASON FOR REJECTION OF THE COAL.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

3. COAL IS TO BE DELIVERED DRY. DURING INCLEMENT WEATHER AND RAIN, ALL DELIVERIES SHALL BE COVERED.

XI. **COAL PROVING UNSATISFACTORY IN USE:**

IF COAL, AT ANY TIME DURING CONTRACT PERIOD, IS FOUND BY THE CITY TO BE UNSATISFACTORY DURING OPERATING CONDITIONS, OR OTHERWISE IS UNSATISFACTORY, ALTHOUGH OTHER CONDITIONS OF THE CONTRACT HAVE BEEN MET BY THE CONTRACTOR, THE CITY MAY, AT ITS OPTION: (1) DECLINE TO ACCEPT ADDITIONAL COAL FROM THE MINE FROM WHICH THE UNSATISFACTORY COAL WAS SHIPPED AND AUTHORIZE THE CONTRACTOR, IN WRITING, TO SUPPLY COAL AT THE SAME PRICE FROM ANOTHER MINE PRODUCING COAL OF A GRADE OR QUALITY CONTEMPLATED TO MEET THE REQUIREMENTS OF THE CONTRACT, OR (2) TERMINATE THE CONTRACT WITHOUT LIABILITY OF EITHER PARTY TO THE OTHER. THE CITY RESERVES THE RIGHT TO SEEK DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, FOR ANY AND ALL COAL THAT DOES NOT CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN.

XII. **UNIT OF PURCHASE/WEIGHT:**

THE UNIT OF PURCHASE SHALL BE THE NEW TON OF 2,000 POUNDS. PAYMENT HEREUNDER SHALL BE ON THE BASIS OF WEIGHTS DETERMINED AS FOLLOWS:

1. COAL IS PURCHASED BY THE CITY OF PAINESVILLE F.O.B. POINT OF DELIVERY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT THE COAL IS DELIVERED TO THE DESIGNATED DELIVERY POINT, AND THE CONTRACTOR SHALL BEAR ALL EXPENSES AND RISKS AS TO REJECTED COAL AFTER NOTICE OF REJECTION. ALL TRANSPORTATION OF COAL MUST COMPLY WITH THE P.U.C.O REGULATIONS OF THE STATE OF OHIO.

2. THE CONTRACTOR SHALL FURNISH THE CITY WITH TWO MINE DELIVERY TICKETS FOR EACH LOAD, SHOWING THE NAME OF THE MINE FROM WHICH THE COAL CAME, WITH A LEGIBLE WEIGHMASTER'S SEAL IMPRESSION ON EACH TICKET. EACH TICKET SHALL SHOW GROSS, TARE AND NET WEIGHT.

3. THE CITY RESERVES THE RIGHT TO VERIFY THE WEIGHT OF AT LEAST ONE TRUCKLOAD PER WEEK AT THE SUPPLIER'S EXPENSE, AND AT A SITE CHOSEN BY THE CITY.

XIII. **INABILITY TO SHIP TIMELY:**

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

IN THE EVENT THE CONTRACTOR IS UNABLE TO SHIP, ON A TIMELY BASIS, THE QUANTITY OR QUANTITIES OF COAL ORDERED UNDER THE CONTRACT, THE CITY MAY OBTAIN COAL FROM OTHER SUPPLIERS WITHOUT VIOLATING ANY TERMS AND/OR CONDITIONS OF THE CONTRACT.

XIV. **METHOD OF PAYMENT:**

THE CONTRACTOR MAY INVOICE THE CITY OF A SEMI-MONTHLY BASIS. COPIES OF ALL DELIVERY TICKETS BEING BILLED SHALL BE SUBMITTED WITH EACH INVOICE. THE CITY AGREES TO PAY THE CONTRACTOR ALL AMOUNTS DUE AND APPROVED FOR PAYMENT WITHIN THIRTY (30) DAYS AFTER RECEIPT OF INVOICE.

XV. **SALES TAX:**

THE CITY OF PAINESVILLE IS EXEMPT FROM OHIO SALES TAX AND FEDERAL TAX AND WILL FURNISH AN EXEMPTION CERTIFICATE UPON REQUEST.

XVI. **CAPACITY OF BIDDER/RIGHTS TO SELL COAL:**

THE BIDDER IS REQUIRED TO DESIGNATE, AS PART OF THE QUOTATION, THE CAPACITY IN WHICH HE/SHE IS BIDDING, i.e. MINE OPERATOR, PROCESSING COMPANY, EXCLUSIVE SALES AGENT, AUTHORIZED SALES AGENT, OTHER BROKER, OR OTHER CAPACITY. A BIDDER WHO IS NOT A MINE OPERATOR AND PROCESSOR MUST FURNISH A LETTER OF AUTHORIZATION, IN THE FORMAT ENCLOSED, WITH THE BID DOCUMENTS, SIGNED BY AN OFFICER OF THE MINE OF PROCESSING COMPANY, STATING THAT THE MINE OPERATOR OR PROCESSING COMPANY WILL FURNISH SUFFICIENT COAL TO THE BIDDER, TO MEET THE ESTIMATED REQUIREMENTS AND SPECIFICATIONS OF THE BID DOCUMENTS, FOR RESALE, TO THE CITY OF PAINESVILLE, OHIO.

XVII. **SUBMITTING BIDS:**

SEALED BIDS SHALL BE SUBMITTED IN ACCORDANCE WITH THE NOTICE TO BIDDERS, ENCLOSED WITH THESE SPECIFICATIONS, AND SHALL BE ON THE BID FORMS ALSO HEREIN ENCLOSED. BIDS MUST BE DATED AND SIGNED BY A RESPONSIBLE COMPANY OFFICIAL. EVERY PROPOSAL MUST CONTAIN THE FULL NAME AND ADDRESS OF EVERY PERSON, FIRM OR CORPORATION INTERESTED IN THE PROPOSAL. IF A CORPORATION, THE PROPOSAL MUST DISCLOSE THE NAME OF THE STATE IN WHICH IT IS INCORPORATED, AND THE FULL NAME AND ADDRESS OF THE PRESIDENT AND SECRETARY. IF A PARTNERSHIP, THE PROPOSAL MUST DISCLOSE THE FIRM NAME AND ADDRESS AND THE FULL NAME AND ADDRESS OF EACH AND EVERY PARTNER. A NON-COLLUSION AFFIDAVIT MUST ACCOMPANY EACH BID SUBMITTED.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

XVIII. VALID BIDS:

BIDS WILL BE CONSIDERED VALID FOR A PERIOD OF SIXTY (60) DAYS AFTER SCHEDULED BID OPENING, UNLESS OTHERWISE NOTED.

XIX. PERMITS, CERTIFICATES, ETC.:

CONTRACTOR SHALL OBTAIN ALL PERMITS, CERTIFICATES OF INSPECTION, ETC., RELATING TO THIS WORK AND SHALL PAY ALL CHARGES CONNECTED WITH THEM.

XX. LIABILITY INSURANCE:

SINCE THIS TRANSACTION WILL INVOLVE LABOR, THE CONTRACTOR ASSURES THE CITY THAT WORKERS' COMPENSATION AND THE FOLLOWING MINIMUM LIABILITY INSURANCE, BODILY INJURY \$100,000/\$300,000, GENERAL LIABILITY AND PROPERTY DAMAGE \$1,000,000, WILL BE IN EFFECT DURING THE PERIOD OF THIS CONTRACT. BEFORE STARTING WORK ON THIS CONTRACT, THE SUCCESSFUL BIDDER MUST SEND TO THE CITY OF PAINESVILLE EVIDENCE THAT WORKERS' COMPENSATION AND LIABILITY INSURANCE ARE IN EFFECT.

XXI. INDEMNIFICATION: HOLD HARMLESS:

CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY OF PAINESVILLE HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTIONS AND LIABILITIES OF EVERY KIND AND NATURE INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES WITHOUT WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY BUYER HEREUNDER, ARISING FROM OR OUT OF ANY ALLEGED BREACH OF ANY OF CONTRACTOR'S OBLIGATIONS OR WARRANTIES HEREUNDER OR FROM OTHER ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES AND SUBCONTRACTORS. THIS INCLUDES INDEMNIFICATION FOR ANY AND ALL DAMAGES THAT ARE FORESEEABLE UNDER THE TERMS OF THIS BID DOCUMENT AND ANY OTHER DOCUMENTS INCORPORATED HEREIN. BEFORE STARTING WORK ON THIS CONTRACT, THE SUCCESSFUL BIDDER MUST SEND TO THE CITY OF PAINESVILLE EVIDENCE OF FINANCIAL RESPONSIBILITY SUFFICIENT TO MEET ITS INDEMNIFICATION OBLIGATIONS UNDER THE CONTRACT THE SUFFICIENCY OF WHICH WILL BE DETERMINED BY THE CITY OF PAINESVILLE IN ITS SOLE DISCRETION.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

XXII. FEDERAL, STATE AND LOCAL LAWS:

CONTRACTOR SHALL, IN THE PERFORMANCE OF WORK OR SERVICES ON THIS CONTRACT, FULLY COMPLY WITH ALL APPLICABLE FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR ORDINANCES AND SHALL HOLD THE CITY OF PAINESVILLE HARMLESS FROM ANY LIABILITY FROM FAILURE OF SUCH COMPLIANCE. THIS SHALL INCLUDE FULL COMPLIANCE WITH THE PAINESVILLE, OHIO CITY INCOME TAX ORDINANCE, RULES AND REGULATIONS, AS APPLICABLE.

XXIII. CONTRACT AWARD:

IT IS THE INTENTION OF THE CITY OF PAINESVILLE TO AWARD THE CONTRACT TO THE FIRM SUBMITTING THE LOWEST AND BEST BID.

XXIV. CONTRACT EXTENSION:

IT IS UNDERSTOOD AND AGREED THAT THE CITY OF PAINESVILLE RESERVES THE RIGHT TO EXTEND THE AGREEMENT PERIOD A MAXIMUM OF THIRTY (30) DAYS BEYOND THE NORMAL EXPIRATION DATE OF THE CONTRACT.

XXV. TERMINATION:

THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY AFTER THE EXPIRATION OF SIXTY (60) DAYS FROM THE EFFECTIVE DATE OF AGREEMENT BY GIVING THE OTHER PARTY THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF INTENT TO TERMINATE, EXCEPT THAT ANY BREACH OF THIS CONTRACT SHALL BE JUST CAUSE TO IMMEDIATELY TERMINATE THE CONTRACT AND ANY OBLIGATIONS EXISTING THEREUNDER WITHOUT ANY PRIOR NOTICE.

XXVI. PRICE ADJUSTMENT/BTU:

1. ADJUSTMENTS SHALL BE DOWNWARD FOR ANY MONTH WHEN THE AVERAGE OF THE COAL TESTS SHOWS A VALUE BELOW 12,500 BTU/LB.

2. ADJUSTMENTS WILL BE BASED ON A PENALTY FACTOR OF 30 CENTS PER 100 BTU PER TON AND CALCULATED ON A CONTINUOUS SCALE.

3. FOR ANY TEST RESULTS DURING THE MONTH, SUPPLIER MAY REQUEST A RETEST WITHIN THREE WEEKS OF RECEIVING TEST REPORT, AND A DUPLICATE SAMPLE WILL BE SENT TO THEM FOR RETESTING. THE BTU VALUE FOR THAT SAMPLE TO BE USED WILL BE THE AVERAGE OF THE TWO TESTS.

4. ONCE A FINAL MONTHLY BTU LEVEL HAS BEEN DETERMINED, THE SUPPLIER WILL MAKE THE ADJUSTMENT CALCULATION AND SUBMIT IT TO THE CITY FOR VERIFICATION.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

5. ADJUSTMENTS TO THE INVOICE WILL BE DONE ON A MONTHLY BASIS.

XXVII. ASH ADJUSTMENT:

WHEN THE ANALYSIS AVERAGED OVER ANY SAMPLE PERIOD, INDICATES THAT THE ASH CONTENT IS 1.0 PERCENTAGE POINT OR MORE ABOVE THE GUARANTEE AS RECEIVED, THE DELIVERED PRICE PAID FOR SUCH COAL SHALL BE ADJUSTED TO COMPENSATE FOR THE INCREASE ABOVE GUARANTEED ASH CONTENT AS FOLLOWS:

\$0.25 PER TON PENALTY FOR EVERY 1.0 PERCENTAGE POINT OVER 10.0%.

1. SULPHUR CONTENT MUST NOT EXCEED A MAXIMUM OF 4.0 LBS/MMBTU, AS RECEIVED.

2. ASH MUST BE BETWEEN 6% AND 10% BY WEIGHT: THE COST OF ASH HANDLING WILL BE CONSIDERED IN EVALUATION OF THE BIDS.

3. ASH SOFTENING TEMPERATURE FOR CRUSHED, WASHED AND DRIED COAL, TYPE B, MUST NOT BE LOWER THAN 2200 DEGREES F.

4. FIXED CARBONS SHALL BE APPROXIMATELY 45% BY WEIGHT. VOLATILE MATTER SHALL BE APPROXIMATELY 40% BY WEIGHT.

5. COAL MUST HAVE THE FOLLOWING SIZING:
CRUSHED, WASHED AND DRIED - TYPE B
NOT LESS THAN 70% - 1-1/4" X 3/8" ROUND HOLE SCREEN
NOT MORE THAN 30% - 3/8" X 0" ROUND HOLE SCREEN

6. BTU PER POUND MUST NOT BE LOWER THAN 12,500. PROPOSALS BASED ON PRICE PER MBTU WITH ADJUSTMENTS FOR VARIATION BELOW 12,500 GUARANTEED BTU PER POUND WILL BE CONSIDERED IN EVALUATING THE BIDS.

7. MAXIMUM MOISTURE TO BE 8%; COST OF EVAPORATION OF MOISTURE WILL BE CONSIDERED IN EVALUATION OF THE BIDS.

8. COAL SHALL BE FREEZE-PROOFED WHEN REQUIRED BY THE CITY OF PAINESVILLE

9. IN EVALUATION OF THE BIDS, POTENTIAL ENVIRONMENTAL IMPACT BASED ON EXPECTED EMISSION LEVELS FOR COAL WILL BE CONSIDERED. THE SULPHUR CONTENT, ASH CONTENT, DEBRIS CONTENT, AND HEAT VALUE OF THE COAL BID RELATE TO EMISSION LIMITS, AND ANY VARIATIONS FROM THE CITY OF PAINESVILLE REQUIREMENTS, AS INDICATED ABOVE, MAY RESULT IN TERMINATION OF THE CONTRACT ENTERED INTO HEREUNDER.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

INFORMATION SHEET

(THIS FORM MUST BE FILLED IN COMPLETELY FOR EACH BID SUBMITTED)

COAL - TYPE B - TRUCK DELIVERY - MUNICIPAL ELECTRIC PLANT

1. **BIDDER'S NAME:**

2. **ADDRESS, CITY, STATE, ZIP CODE:**

3. **CAPACITY OF BIDDER:** _____ **MINE OWNER/OPERATOR**
_____ **PROCESSING PLANT OPERATOR**
_____ **MINE OWNER/OPERATOR AND**
_____ **PROCESSING PLANT OPERATOR**
_____ **EXCLUSIVE SALES AGENT**
_____ **OTHER BROKER**
_____ **OTHER CAPACITY (DESCRIBE)**

PRIMARY SOURCE OF SUPPLY _____

4. **TRADE NAME OF COAL BID:**

5. **SEAM OF COAL BID:**

6. **NAME OF MINE OWNER/OPERATOR:**

7. **MAILING ADDRESS (CITY, STATE, ZIP CODE):**

8. **STATE MINE NUMBER:**

9. **MINE LOCATION (STREET/ROAD ADDRESS):**

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

INFORMATION SHEET (CONTINUED)

10. MINE LOCATION (CITY, COUNTY, STATE):

11. TRADE NAME OF COAL BID:

12. SEAM OF COAL BID:

13. NAME OF MINE OWNER/OPERATOR:

14. MAILING ADDRESS (CITY, STATE, ZIP CODE):

15. STATE MINE NUMBER:

16. MINE LOCATION (STREET/ROAD ADDRESS):

17. MINE LOCATION (CITY, COUNTY, STATE):

PROCESSING/PREPARATION PLANT _____
(FOR SIZING, BLENDING, WASHING AND DRYING OPERATIONS)

18. NAME OF PROCESSING PLANT:

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

INFORMATION SHEET (CONTINUED)

19. OWNER OF PROCESSING PLANT:

20. MAILING ADDRESS (CITY, STATE, ZIP CODE):

21. PROCESSING PLANT LOCATION (STREET/ROAD ADDRESS):

22. PROCESSING PLANT LOCATION (CITY, COUNTY, STATE):

23. PRESENT DAILY CAPACITY-ALL FACILITIES-MINE(S) & PLANT:

24. 2024 PRODUCTION _____

2025 PRODUCTION _____

25. AMOUNT OF THIS TYPE AND SIZE COAL TO BE STOCKED AT
MINE(S) AND PROCESSING PLANT _____ TONS.

26. FURNISH EVIDENCE OF SUFFICIENT RESERVES, DRAG LINE AND
TRIPPLE CAPACITY, AND PROCESSING PLANT CAPACITY TO SUPPLY
THE REQUIREMENTS OF THE CITY OF PAINESVILLE FOR UP TO A
MAXIMUM OF 150 TONS PER DAY, FOR THE CONTRACT PERIOD.
ATTACHED STATEMENT IF DESIRED:

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

INFORMATION SHEET (CONTINUED)

27. DESCRIBE SIZING, BLENDING, WASHING AND DRYING FACILITIES AND METHODS:

TYPE OF SCREEN:

28. THE AVERAGE SIZE CONSIST TO BE DELIVERED UNDER THIS BID SHALL BE:

SIZE _____ ROUND HOLE SCREEN
SIZE _____ ROUND HOLE SCREEN
SIZE _____ ROUND HOLE SCREEN

29. COAL BID CAN BE DELIVERED DAILY, MONDAY THROUGH SUNDAY OF EACH DURING THE CONTRACT PERIOD, IN THE QUANTITIES DESIGNATED. _____ YES _____ NO

30. DELIVERY TIME FROM MINE/PROCESSING PLANT TO PAINESVILLE MUNICIPAL ELECTRIC PLANT:

_____ HOUR
S (MAXIMUM OF 8 HOURS)

31. NAME OF TRUCK LINE/COMPANY: _____

32. OWNER OF TRUCK LINE/COMPANY: _____

33. MAILING ADDRESS (CITY, STATE, ZIP CODE):

34. SHIPPING POINT: _____

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

INFORMATION SHEET (CONTINUED)

35. IS THE DESIGNATED TRUCK LINE/COMPANY IN FULL COMPLIANCE WITH THE P.U.C.O. AND OTHER APPLICABLE TRUCK REGULATIONS OF THE STATE OF OHIO, AND L.C.C. REGULATIONS, IF APPLICABLE: _____ YES _____ NO

36. DOES THE BID CONFORM TO ALL BID SPECIFICATIONS, TERMS AND CONDITIONS OF BID FORM AND BID DOCUMENTS?
_____ YES _____ NO

IF NO, ATTACH STATEMENT EXPLAINING IN COMPLETE DETAIL.

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

THE CITY OF PAINESVILLE, OHIO

LETTER OF AUTHORIZATION

(A BIDDER WHO IS NOT A MINE OPERATOR AND PROCESSOR MUST FURNISH A LETTER OF AUTHORIZATION, IN THE FOLLOWING FORMAT, WRITTEN ON THE LETTERHEAD OF THE MINE OR PROCESSING COMPANY, SIGNED BY AN OFFICER OF SAID MINE OR PROCESSING COMPANY, ADDRESSED TO THE BIDDER, IN ACCORDANCE WITH THE PROVISIONS OF GENERAL INSTRUCTION NO. XVI. A SEPARATE LETTER MUST BE SUBMITTED FOR EACH SEPARATELY OWNED MINE AND PROCESSING COMPANY DESIGNATED ON THE BID FORMS.)

(BIDDER'S NAME)

(DATE)

(BIDDER'S ADDRESS - STREET/P.O. BOX)

(BIDDER'S ADDRESS - CITY, STATE, ZIP CODE)

**RE: LETTER OF AUTHORIZATION
CITY OF PAINESVILLE, OHIO BIDS FOR COAL
BID OPENING DATE: May 19, 2026**

THE UNDERSIGNED (MINE OWNER/OPERATOR) (PROCESSING PLANT OPERATOR) WILL FURNISH SUFFICIENT COAL TO YOU TO MEET THE ESTIMATED REQUIREMENTS AND SPECIFICATIONS OF THE BID DOCUMENTS FOR THE ABOVE REFERENCED COAL BID, FOR RESALE BY YOU TO THE CITY OF PAINESVILLE, OHIO, DURING THE TERM OF THE PROPOSED CONTRACT PERIOD.

YOU ARE FURTHER AUTHORIZED TO INDICATE ON THE BID FORMS THAT SUCH COAL IS FROM OUR (MINE)(S) (PROCESSING PLANT), AND TO PROVIDE ANY OTHER SPECIFIC INFORMATION RELATING TO SAID COAL, TO OUR (MINE)(S) (PROCESSING FACILITIES), AND/OR TO THIS AUTHORIZATION.

SINCERELY,

(SIGNATURE) _____

(TYPED NAME OF OFFICER/TITLE) _____

(FIRM NAME) _____

(STREET ADDRESS) _____

(CITY, STATE, ZIP CODE) _____

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

THE CITY OF PAINESVILLE, OHIO

NON-COLLUSION AFFIDAVIT

THIS AFFIDAVIT IS TO BE FILLED IN AND EXECUTED BY THE BIDDER. IF THE BID IS MADE BY A CORPORATION, THEN BY ITS CHIEF OFFICER.

STATE OF _____)
COUNTY OF _____)

BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT _____
RESIDING AT _____ AND
_____ RESIDING AT _____
_____ RESIDING AT _____

(IS)(ARE) THE ONLY PERSON(S) INTERESTED WITH (HIM)(THEM) IN THE DELIVERY OF THE COAL QUOTED UPON UNDER THESE BID DOCUMENTS; THAT THE SAID QUOTATION IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS WITH ANY OTHER PERSONS MAKING ANY QUOTATION OR PROPOSAL FOR THE SAID WORK; THAT THE SAID CONTRACT IS ON (HIS)(THEIR) PART IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD; AND ALSO THAT NO HEAD OF ANY DEPARTMENT OR ANY EMPLOYEE THEREIN, OR ANY OFFICER OF THE CITY OF PAINESVILLE, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 202__

(NOTARIAL SEAL) _____

THIS AFFIDAVIT MUST BE FILED WITH THE BID FORM

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

CITY OF PAINESVILLE

BID FORM

COAL - TYPE B - TRUCK DELIVERY - MUNICIPAL ELECTRIC PLANT

BID OPENING DATE: May 19, 2026

A COPY OF DETAILED INFORMATION SHEET MUST ACCOMPANY EACH BID.

THE UNDERSIGNED BIDDER, HAVING CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS OF THE BID DOCUMENTS, INCLUDING ANY ADDENDA THERETO, (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED), HEREBY PROPOSES TO SUPPLY COAL TO THE CITY OF PAINESVILLE, OHIO FOR THE PRICE HEREIN NAMED, IN ACCORDANCE WITH THE BID DOCUMENTS, OF WHICH THIS BID FORM IS A PART.

BID PRICE - FIRST YEAR - TYPE B CRUSHED, WASHED & DRIED COAL

PRICE PER TON AT MINE: \$ _____

FREIGHT PER TON (TRUCK DELIVERY): \$ _____

TOTAL COST PER TON: \$ _____

PRICE PER TON FOR FREEZE-PROOFING:
(IF NEEDED) \$ _____

UNIT PRICE EQUIVALENT PRICE PER MBTU AT
MUNICIPAL ELECTRIC PLANT BASED ON
12,500 BTU PER POUND: \$ _____

MONTHLY COAL PRICES WILL BE ADJUSTED FOR BTU VARIATION
BELOW 12,500 BTU PER POUND.

CASH DISCOUNT TERMS: \$ _____

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

CITY OF PAINESVILLE

BID FORM

COAL - TYPE B - TRUCK DELIVERY - MUNICIPAL ELECTRIC PLANT

BID OPENING DATE: May 19, 2026

A COPY OF DETAILED INFORMATION SHEET MUST ACCOMPANY EACH BID.

THE UNDERSIGNED BIDDER, HAVING CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS OF THE BID DOCUMENTS, INCLUDING ANY ADDENDA THERETO, (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED), HEREBY PROPOSES TO SUPPLY COAL TO THE CITY OF PAINESVILLE, OHIO FOR THE PRICE HEREIN NAMED, IN ACCORDANCE WITH THE BID DOCUMENTS, OF WHICH THIS BID FORM IS A PART.

BID PRICE - SECOND YEAR - TYPE B CRUSHED, WASHED & DRIED COAL

PRICE PER TON AT MINE: \$ _____

FREIGHT PER TON (TRUCK DELIVERY): \$ _____

TOTAL COST PER TON: \$ _____

PRICE PER TON FOR FREEZE-PROOFING:
(IF NEEDED) \$ _____

UNIT PRICE EQUIVALENT PRICE PER MBTU AT
MUNICIPAL ELECTRIC PLANT BASED ON
12,500 BTU PER POUND: \$ _____

MONTHLY COAL PRICES WILL BE ADJUSTED FOR BTU VARIATION
BELOW 12,500 BTU PER POUND.

CASH DISCOUNT TERMS: \$ _____

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

CITY OF PAINESVILLE, OHIO

BID FORM

COAL - TYPE B - TRUCK DELIVERY - MUNICIPAL ELECTRIC PLANT

BID OPENING DATE: May 19, 2026

A COPY OF DETAILED INFORMATION SHEET MUST ACCOMPANY EACH BID.

THE UNDERSIGNED BIDDER, HAVING CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS OF THE BID DOCUMENTS, INCLUDING ANY ADDENDA THERETO, (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED), HEREBY PROPOSES TO SUPPLY COAL TO THE CITY OF PAINESVILLE, OHIO FOR THE PRICE HEREIN NAMED, IN ACCORDANCE WITH THE BID DOCUMENTS, OF WHICH THIS BID FORM IS A PART.

BID PRICE - THIRD YEAR - TYPE B CRUSHED, WASHED & DRIED COAL

PRICE PER TON AT MINE: \$ _____

FREIGHT PER TON (TRUCK DELIVERY): \$ _____

TOTAL COST PER TON: \$ _____

PRICE PER TON FOR FREEZE-PROOFING:
(IF NEEDED) \$ _____

UNIT PRICE EQUIVALENT PRICE PER MBTU AT
MUNICIPAL ELECTRIC PLANT BASED ON
12,500 BTU PER POUND: \$ _____

MONTHLY COAL PRICES WILL BE ADJUSTED FOR BTU VARIATION
BELOW 12,500 BTU PER POUND.

CASH DISCOUNT TERMS: \$ _____

THE CITY OF PAINESVILLE, OHIO
GENERAL INSTRUCTIONS FOR COAL BIDS (CONTINUED)

CITY OF PAINESVILLE, OHIO
BID FORM (CONTINUED)
COAL - TYPE B - TRUCK DELIVERY - MUNICIPAL ELECTRIC PLANT
BID OPENING DATE: May 19, 2026

CHECK FOLLOWING AS APPROPRIATE:

<input type="checkbox"/> BID BOND ENCLOSED	<input type="checkbox"/> AUTHORIZATION LETTER
<input type="checkbox"/> BID CHECK ENCLOSED	<input type="checkbox"/> NON-COLLUSION AFFIDAVIT
<input type="checkbox"/> LAB ANALYSIS ATTACHED	<input type="checkbox"/> INFORMATION SHEET

BID PRICES ABOVE ARE:

FIRM FOR 1 YEAR CONTRACT
 SUBJECT TO ESCALATION PER ATTACHED STATEMENT

BID SUBMITTED BY:

FIRM NAME

STREET ADDRESS

CITY, STATE AND ZIP CODE

SIGNATURE

PRINTED/TYPED NAME AND TITLE

CORPORATE TAX I.D. NUMBER

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

DATE