

**CITY OF LORAIN
BOARD OF CONTROL
AGENDA
DECEMBER 10, 2025 at 11:15 a.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

- a. The Fire Department requests approval to purchase services from ESO Solutions to maintain extensive electronic records, including Scheduling, NFIRS data, Inspection, Properties, Permits, Hydrants, and Fire Data, Personnel, and Asset Management. This should lead to an interface with Tyler Technologies for payroll. Contractual Services Account 1010.S500.6300.1500 will be used for funding.
- b. A request to continue a professional services agreement with Jonathan J. Downes, Zashin & Rich Co.LPA for legal representation in the matter of an arbitration case involving the Lorain Police Department (Middlebrook Arbitration) in an amount not to exceed \$26,000. Funds to be paid from various accounts as designated by Safety/Service Director.
- c. A request from the Department of Public Property, Streets Division, for 55 gallon drums for durapatch waste removal from Ross Environmental for an amount not to exceed \$7,500.00. This is for removal of the waste created from use of the durapatch machine. A quote requested from Chemtron went unanswered. Chemtron is the only local vendor who responded to our quote request. Funding will be through account 2010.R201.3140.8100.4311.
- d. A request from the Building, Housing, & Planning Department to open a purchase order with Republic Waste Services for an amount not to exceed \$15,000.00 for dumpsters to be used at emergency demolitions completed by the Public Property Department. Funds will be appropriated from G/L account 1010.S900.6300.1503.
- e. The Black River WWTP requests approval to purchase 1 (one) polymer mixing/venturi injector from Andritz Separation Inc. The price for the mixer is \$12,816.88 which includes \$200 for shipping. Andritz Separation Inc. is a sole source vendor for this purchase. Funding for this purchase will be drawn from the Facility Improvement portion of the budget 6130.P613.6310.6700.1500.
- f. The Black River WWTP is seeking approval to purchase a Vaughn S3P-085 Chopper Pump from MS Process. This pump is needed to replace the failed pump at the Beaver Park lift Station. The total cost for the purchase is \$31,789.00. MS Process is the sole source for this purchase. This purchase will be funded from the Facility Improvement portion of the budget #6130.P613.6310.6700.1500.

- g. The Black River WWTP requests approval for the purchase of a Vaughn PE4S6CS Vertical Pedestal Chopper Pump from MS Process. The replacement is vital to the plant Operations and is replacing a pump that is over 50 years old. Total price including freight is \$29,889.00. The removal and installation will be performed by the maintenance staff of the Black River WWTP. MS Process is the sole source vendor for this purchase. The Funds for this purchase will come from the facility improvement portion of the budget # 6130. P613 6310. 6700. 1500.
- h. A request from the Lorain Utilities Department to enter into a contract with the lowest and best bidder for all services and actions associated with the installation of a new fence at the Fulton Water Tower. Cuyahoga Fence LLC bid an amount not to exceed \$145,000.00. Funding GL Accounts 6020.P602.6440.6300.1500 Purification Operations – Contractual Service and 6020.P602.6440.6700.1500 Purification Operations – Facility Improvement.
- i. A request from the Lorain Utilities Department for a purchase order in the amount of \$38,736.00 with the city of Lorain’s Building Housing and Planning Department for the Jaeger Road Pump Station plan review fee for building permits. Funding GL Accounts 6130.P613.6310.6700.1500 Plant Operations – Facility Improvement and 6130.P613.6420.6300.1500 PQM – Contractual Services
- j. A request from the Lorain Utilities Water Purification Department for a purchase order in the amount of \$8,030.00 with Buckeye Electrical Solutions for the installation of a chlorine alarm system upgrade. This upgrade will provide audio and visual alarms throughout the entire Water Purification Plant inside and out, in the event of a chlorine gas leak. Funding GL account 6020.P602.6440.6700.1500 Purification Operations - Facility Improvement.
- k. A request from the Lorain Sewer Department for an emergency purchase order in the amount of \$53,000.00 with Terminal Ready-Mix, Inc for the emergency sanitary sewer main repair, and removing and replacing the existing concrete driveway and apron done at 527 Root Road, Lorain, Ohio. Funding GL Account 6130.P613.6460.6700.1500 Facility Improvement.
- l. The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$5,720.00 to complete electrical repairs at 2936 Caroline Ave Lorain 44055 for Carmen Caribe.
Buckeye Electrical Solutions submitted the most complete and cost-effective estimate for the scope of work to be completed for \$5,200.00. The total funds requested, including a 10% contingency of \$520.00, is \$5,720.00.
Additional Estimates were received from GID construction for \$6,455.28 & Total Restore Design Build for \$7,975.00. Neither of those dollar amounts include a contingency.
The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.

- m. The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$6,513.00 for replacement of an air conditioning unit as an accommodation under the program guidelines. This will occur at 3224 Camden Ave. Lorain 44055, for William Duncan Jr. Raymond Plumbing and Heating submitted the most complete and cost-effective estimate for the scope of work to be completed for \$5,921.00. The total funds requested, including a 10% contingency of \$592.00, is \$6,513.00. Additional estimates were received from Ray Gidich Heating & Air for \$8,142.00 and EH Roberts for \$5,644.00. The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.
- n. The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$13,860.00 for a roof replacement at 3909 Woodward Ave Lorain 44055 for Melinda Gray. R. Hammond Construction submitted the most complete and cost-effective estimate for the scope of work to be completed for \$12,600.00. The total funds requested, including a 10% contingency of \$1,260.00, is \$13,860.00. Additional estimates were received from JenMet Construction for \$15,270.00 and Green Home Solution for \$19,250.00. Neither amount include a contingency. The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.
- o. The Building, Housing and Planning Department (BHP) requests approval for a Home Repair loan in the amount of \$6,512.00 to replace the porch at 3040 Chris Ave., for Alido Marrero. Eiffel Builders submitted the most complete and cost-effective estimate for the scope of work to be completed for \$5,920.00. The total funds requested, including a 10% contingency of \$592.00, is \$6,512.00. Additional estimates received were from GID Construction \$9,447.19, CJS Exterior Maintenance Inc. \$13,800.00, and Green Home Solutions \$19,500.00. The additional estimate amounts do not include the 10% contingency. The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.
- p. *****A REQUEST TO WAIVE THE 24-HOUR RULE AND ADD AN ITEM FOR CONSIDERATION**
A request from the Lorain Police Department to enter into an agreement with Flock Group, Inc. for the purchase of unmanned drones for an amount not to exceed \$500,000.00. Funding will come from Account number 2359.R235.6300.3307 or the Police Levy Funds Account as determined by the Lorain City Auditor. This was approved by Lorain City Council at the December 1, 2025, meeting via ordinance #186-25.

3. **ADJOURNMENT**



CITY OF LORAIN

Board of Control

2. a.

Meeting Date: 12/10/2025

Subject:

The Fire Department requests approval to purchase services from ESO Solutions to maintain extensive electronic records, including Scheduling, NFIRS data, Inspection, Properties, Permits, Hydrants, and Fire Data, Personnel, and Asset Management. This should lead to an interface with Tyler Technologies for payroll. Contractual Services Account 1010.S500.6300.1500 will be used for funding.

Attachments

BOC request form/Qte



**BOARD OF CONTROL
REQUEST FORM**

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: October 31, 2025
- 2. Name of Department Submitting Request: Fire Department
- 3. Summary of Report: The Fire Department requests approval to purchase services from ESO Solutions, to maintain extensive electronic records, including Scheduling, NFIRS Data, Inspection, Properties, Permits, Hydrants, and Fire Data, Personnel, and Asset Management. This should lead to an interface with Tyler Technologies for payroll.
- 4. Name of Vendor: ESO Solutions
- 5. Amount: \$ \$13,169.65
- 6. Number of account to be used for funding: Contractual Services 1010.S500.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / No

State Purchasing Vendor - Yes / No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes / No

9. Is the amount requested due to a change order? Yes / No

10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____ n/a _____



Quote Date: 09/22/2025
Customer Name: Lorain Fire Department (OH)
Quote #: Q-218535
Quote Expiration date: 12/31/2025
ESO Account Manager: Dylan Marsh

CUSTOMER CONTACT

Customer Lorain Fire Department (OH)
Name Mark Stack
Email mark_stack@cityoflorain.org
Phone (440) 204-2220

BILLING CONTACT

Payor Lorain Fire Department (OH)
Name Chris Radman
Address 1350 Broadway Ave
Lorain OH, 44052-3412
Email chris_radman@cityoflorain.org
Billing Frequency Annual
Phone 440-204-2221
Initial Term 12 months

Fire

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Fire Incidents CAD Integration	2600 Fire Incidents	\$754.00	(\$754.00)	\$0.00	Recurring
ESO Inspections	2600 Fire Incidents	\$1,048.00	(\$262.00)	\$786.00	Recurring
ESO Properties	2600 Fire Incidents	\$1,257.00	(\$314.25)	\$942.75	Recurring
ESO Hydrants	2600 Fire Incidents	\$629.00	(\$157.25)	\$471.75	Recurring
ESO Permits	2600 Fire Incidents	\$419.00	(\$419.00)	\$0.00	Recurring
Fire Data API	2600 Fire Incidents	\$848.00	(\$212.00)	\$636.00	Recurring
ESO Activities	2600 Fire Incidents	\$838.00	(\$209.50)	\$628.50	Recurring
IFC - 2015 - Ohio (2017) State Amendments Code Set	2600 Fire Incidents	\$365.00	(\$0.00)	\$365.00	Recurring
Fire Setup & Online Training	2 Sessions	\$1,250.00	(\$937.50)	\$312.50	One-time
Fire Incidents NFIRS Data Import	2600 Fire Incidents	\$3,145.00	(\$3,145.00)	\$0.00	One-time
Properties & Inspections Data Import	2600 Fire Incidents	\$3,145.00	(\$3,145.00)	\$0.00	One-time

Personnel Management

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
Personnel Management	72 Employees	\$2,462.00	(\$615.50)	\$1,846.50	Recurring
Personnel Management Data Migration	72 Employees	\$294.00	(\$294.00)	\$0.00	One-time

Scheduling

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO Scheduling Plus	72 Employees	\$4,615.00	(\$1,338.35)	\$3,276.65	Recurring
ESO Loop Closure	72 Employees	\$1,675.00	(\$502.50)	\$1,172.50	Recurring
ESO Scheduling - Setup & Online Training	2 Sessions	\$1,250.00	(\$937.50)	\$312.50	One-time

Asset Management/Checklist

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 09/22/2025
Customer Name: Lorain Fire Department (OH)
Quote #: Q-218535
Quote Expiration date: 12/31/2025
ESO Account Manager: Dylan Marsh

Product	Volume	Price (USD)	Discount (USD)	Total (USD)	Fee Type
ESO Checklists	2600 Fire Incidents	\$1,341.00	(\$335.25)	\$1,005.75	Recurring
ESO Asset Management	2600 Fire Incidents	\$1,676.00	(\$419.00)	\$1,257.00	Recurring
Asset Management Online Training	1 Sessions	\$625.00	(\$468.75)	\$156.25	One-time

Total Recurring Fees USD \$12,388.40
Total One-Time Fees USD \$781.25

TOTAL FEES USD \$13,169.65

All Fees herein are in USD

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Quote Date: 09/22/2025
Customer Name: Lorain Fire Department (OH)
Quote #: Q-218535
Quote Expiration date: 12/31/2025
ESO Account Manager: Dylan Marsh

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
Properties & Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
ESO Hydrants	Inventory and document testing and status of hydrants.
ESO Permits	Issue and track permits issued within a jurisdiction.
Fire Data API	Data API to access account data in the ESO Fire RMS suite.
ESO Activities	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
IFC - 2015 - Ohio (2017) State Amendments Code Set	Complete set of IFC 2015 Codes - with 2017 Ohio Amendments to be used within the Inspections application.

Personnel Management

Product	Description
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.

Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.
ESO Loop Closure	Online incident (event, complement, complaint, etc) investigation and resolution tracking system for EMS and Fire.

Asset Management/Checklist

Product	Description
Asset Management Online Training	Setup and Webinar Training Session for ESO Asset Management.
ESO Checklists	Web-based apparatus checklist for Fire and EMS.
ESO Asset Management	Web-based asset management for Fire and EMS.



Quote Date: 09/22/2025
Customer Name: Lorain Fire Department (OH)
Quote #: Q-218535
Quote Expiration date: 12/31/2025
ESO Account Manager: Dylan Marsh

The subscription term shall begin **15 calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

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CITY OF LORAIN

Board of Control

2. b.

Meeting Date: 12/10/2025

Subject:

A request to continue a professional services agreement with Jonathan J. Downes, Zashin & Rich Co.LPA for legal representation in the matter of an arbitration case involving the Lorain Police Department (Middlebrook Arbitration) in an amount not to exceed \$26,000. Funds to be paid from various accounts as designated by Safety/Service Director.

Attachments

BOC Request Form
Agreement



BOARD OF CONTROL REQUEST FORM

**Board of Control meetings are held on Tuesday afternoons at 2:00 p.m. on the 7th floor of City Hall.
All requests must be received by no later than 4:00 p.m. on the Friday prior to the meeting.
<<< Answer the following questions for each request submitted >>>**

- 1. Request Date December 1, 2025
- 2. Name of Department Submitting Request Law Director
- 3. Summary of Report A request to continue professional services agreement with Jonathan J. Downes, Zashin & Rich Co, LPA for legal representation in the matter of an Arbitration Case involving the Lorain Police Department (Middlebrook Arbitration) in an amount not to exceed \$26,000.
Funds to be paid from various accounts as designated by Safety/Service Director
- 4. Name of Vendor Selected Jonathan J. Downes, Zashin & Rich Co.,LPA
- 5. Purchase Amount \$26,000.00

6. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 7. The Treasurer's Office has verified that the vendor selected is registered with the City. **Yes** / No
- 8. Is the amount requested due to a change order? Yes / **No**
- 9. If necessary, has City Council approved and when? _____



JONATHAN J. DOWNES
OSBA Certified Specialist in
Labor and Employment Law
jjd@zrlaw.com

September 9, 2024

City of Lorain
Attn: Pat Riley / Michele Beko
Email: Patrick_Riley@cityoflorain.org / Michele_Beko@cityoflorain.org
100 W. Erie Avenue
Lorain, Ohio 44052

Re: Middlebrook Arbitration
Matter Number: 1794-24-01

Dear Pat:

We are pleased to have the opportunity to advise and represent the City of Lorain in connection with the above-referenced matter. Thank you for allowing us to serve your interests.

The terms of this engagement letter and the attached Standard Terms of Engagement will govern our representation. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Standard Terms of Engagement will apply to matters directed and to which we agree to undertake on your behalf.

Our fees will be based on the time devoted by each attorney, law clerk, paralegal, and other legal assistants at their respective hourly rates in effect at the time the services are performed. The hourly rates, which are subject to periodic review and adjustment, are based on such considerations as the skill required to perform the services, the likelihood that the acceptance of the engagements will preclude other engagements by the firm or the lawyers in question, the experience, and the reputation and ability of the lawyers performing the services. Our attorney current hourly rate is \$225 per hour and \$125 for paralegals, clerks, and other legal assistants. *Initial contract amount not to exceed \$10,000.*

In addition to our fees, we charge for disbursements and other charges incurred in performing services as more particularly described in the Standard Terms of Engagement. Fees, disbursements, and other charges will be billed monthly. Please review the terms of this engagement letter carefully, as well as the terms set forth in the Standard Terms of Engagement.

If you have any questions, please give us a prompt call. Unless we hear from you in writing to the contrary, we will assume you have agreed to the terms of this engagement letter.

On behalf of Zashin & Rich Co., L.P.A., I thank you for the privilege of representing you and look forward to serving your interests.

Very truly yours,

ZASHIN & RICH CO., L.P.A.

s/ Jonathan J. Downes

Jonathan J. Downes

Accepted for _____

Signature

Print Name: _____

Date: _____

JJD/rcr
Enclosure(s)

Approved As To Form:

PD Riley (9/9/2024)
Patrick D. Riley
LORAIN HALL DIRECTOR



STANDARD TERMS OF ENGAGEMENT

This is a supplement to our engagement letter dated September 9, 2024. The purpose of this document is to set out additional terms of our agreement to provide legal services. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter for your records.

Scope of Representation

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. In retaining us, you recognize that all legal matters involve risks. We cannot and have not made any promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Upon accepting this engagement on your behalf, we agree to do the following: 1) provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and 2) keep you reasonably informed about the status and progress of the matters we are handling for you.

To enable us to provide effective representation, you agree to do the following: 1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; 2) keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material; 3) attend meetings, conferences, and other proceedings when it is reasonable for you to do so, and where it may be required by a court or other tribunal; and 4) otherwise cooperate fully with us.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

It is our further policy that our representation is limited to performance of the services described in the engagement letter and does not include representation of you or your interests in any other matter.

After the completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

If, during the course of our engagement, we send you a letter or other written communication advising you about a Federal tax issue, you may notice a statement toward the end saying that our advice may not be

relied upon for the purpose of avoiding penalties that may be imposed. (That legend will appear on every e-mail or fax that we send even if there is no tax issue involved.) This does not mean that we have not carefully considered the advice we sent to you. Rather, is intended to enable us to render that advice in a cost efficient manner. Rules recently adopted by the Treasury Department require that in the absence of such a legend, any tax advice must be given only in a full-blown, formal legal opinion. Like all law firms, if we were to issue a formal opinion, we would need to follow certain prescribed procedures. In most cases, the cost to our clients would exceed the value received if we were to follow those procedures. In any case where we think that a formal opinion may be appropriate, we will discuss the matter with you.

When We Bill

We will send you a bill each month for the services performed during the previous month. This bill will also include out-of-pocket expenses. These are described below.

We want our clients to be satisfied with both the quality and cost of our services. We encourage our clients to discuss with us any questions relating to fees for our services. We will make every effort to provide you with bills in a format that meets your needs.

How Fees Will Be Set

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one tenth of any hour.

The hourly rates of our lawyers are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation.

Retainers

If we have agreed to a retainer, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed into trust accounts, usually placed in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the jurisdictions in which we practice. All accruing interest is paid to a charitable fund established by those bar associations. The need to replenish the retainer is a condition of our continued work and is set forth in the Engagement Letter itself.

Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, courts costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to

adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

Payment of Invoices

Our invoices are payable within 30 days of receipt. If a bill remains unpaid past the due date, the firm may discontinue services. If we represent you in a pending litigation, we may seek to withdraw as your counsel.

Conflicts of Interest

It is unavoidable that from time-to-time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients, and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for consent.

Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted or required by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents. We then send the balance of the file on that matter to an off-site facility for storage at our expense, unless a client requests us to deliver the file to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only ten years and to destroy all older files to the extent practicable; provided that we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution

agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

Communications and Confidentiality

During our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

Marketing Matters

Our firm has a public web site that may identify some of our clients and publicly disclosed transactions and other legal matters we have handled. In addition, we develop various marketing, advertising, and informational materials from time to time that contain similar information. You agree that we may publicly identify you as a client of Zashin & Rich Co., L.P.A.

Insurance

You agree to immediately determine whether insurance coverage is or may be available with respect to the subject matter of the engagement and to promptly provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.



CITY OF LORAIN

Board of Control

2. c.

Meeting Date: 12/10/2025

Subject:

A request from the Department of Public Property, Streets Division, for 55 gallon drums for durapatch waste removal from Ross Environmental for an amount not to exceed \$7,500.00. This is for removal of the waste created from use of the durapatch machine. A quote requested from Chemtron went unanswered. Chemtron is the only local vendor who responded to our quote request. Funding will be through account 2010.R201.3140.8100.4311.

Attachments

quote
BOC form

O'Connor, Linda

From: Evans, Robert
Sent: Tuesday, December 2, 2025 7:20 AM
To: O'Connor, Linda
Subject: FW: Emulsion Drums

From: Jeffrey Wykle <jwykle@rossenvironmental.com>
Sent: Monday, December 1, 2025 4:31 PM
To: Evans, Robert <Robert_Evans@cityoflorain.org>
Subject: Emulsion Drums

Warning: Unusual sender <jwykle@rossenvironmental.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Bob,

Thank you for the opportunity to assist you with your waste disposal needs. We appreciate your trust in Ross Environmental Services, Inc. and look forward to working with you.

- Disposal price: 183.00 per drum
- Transportation 635.00
- Additional Fees:
 - 16.5% ESI
 - \$2.00/Ton OHWT
 - \$20.00 Manifest doc fee

*An approved profile is required to finalized pricing,

*Any caveats

If you would like to proceed, please let me know, and we will begin the approval process promptly. Feel free to reach out with any questions or if you require further clarification.

We look forward to collaborating with you..

Have a great day,

Jeff Wykle
Territory Manager, Field Services
Ross Environmental Services, Inc.
150 Innovation Dr. | Elyria OH 44035
D: (440) 458-2088 | F: (440) 366-2350
www.rossenvironmental.com
www.TheRossWayGroup.com





BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 12/2/25
- 2. Name of Department Submitting Request: Public Property
- 3. Summary of Report: A request from the Department of Public Property, Streets Division, for removal of durapatch waste by Ross Environmental.
- 5. Amount: not to exceed \$7,5000.00
- 6. Number of account to be used for funding: 2010.R201.3140.8100.4311
- 7. VENDOR DETAIL

Sole Source Vendor - no State Purchasing Vendor - No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

- Vendor #1 Ross Environmental: \$\$183.00 per drum plus transportation and fees (as attached)
- Vendor #2 Chemtron: requested, not received
- Vendor #3 _____
- Vendor #4 _____

- 8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? No
- 10. If necessary, has City Council approved and when? n/a



CITY OF LORAIN

Board of Control

2. d.

Meeting Date: 12/10/2025

Subject:

A request from the Building, Housing, & Planning Department to open a purchase order with Republic Waste Services for an amount not to exceed \$15,000.00 for dumpsters to be used at emergency demolitions completed by the Public Property Department. Funds will be appropriated from G/L account 1010.S900.6300.1503.

Attachments

Request Form



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date:
2. Name of Department Submitting Request:
3. Summary of Report:
4. Name of Vendor:
5. Amount: \$
6. Number of account to be used for funding:
7. VENDOR DETAIL
Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No
9. Is the amount requested due to a change order? Yes No
10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____



CITY OF LORAIN

Board of Control

2. e.

Meeting Date: 12/10/2025

Subject:

The Black River WWTP requests approval to purchase 1 (one) polymer mixing/venturi injector from Andritz Separation Inc. The price for the mixer is \$12,816.88 which includes \$200 for shipping. Andritz Separation Inc. is a sole source vendor for this purchase. Funding for this purchase will be drawn from the Facility Improvement portion of the budget 6130.P613.6310.6700.1500.

Attachments

BOC - BRWWTP - Venturi Mixer - Andritz

Quote - BRWWTP - Venturi Mixer - Andritz



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting, or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date:** December 1, 2025
- 2. Name of Department Submitting Request:** Utilities Black River WWTP
- 3. Summary of Report:** The Black River WWTP requests approval to purchase 1 (one) polymer mixing/venturi injector from Andritz Separation Inc. The price for the mixer is \$12,816.88 which includes \$200 for shipping. Andritz Separation Inc. is a sole source vender for this purchase. Funding for this purchase will be drawn from the Facility Improvement portion of the budget 6130.P613.6310.6700.1500.
- 4. Name of Vendor:** Andritz Separation Inc.
- 5. Amount:** Twelve Thousand, Eight Hundred Sixteen dollars and ⁸⁸/₁₀₀ \$13,816.88
- 6. Number of account to be used for funding:** 6130.P613.6310.6700.1500
- 7. VENDOR DETAIL Sole Source Vendor – Yes State Purchasing Vendor – No**
List the names and the quote received from *at least three vendors* for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____
Vendor #2 _____
Vendor #3 _____
Vendor #4 _____
- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes**
- 9. Is the amount requested due to a change order? No**
- 10. If necessary, has City Council approved and when? _____**



QUOTATION

Customer: 187737
City of Lorain
Black River Plant
100 Alabama Avenue
Lorain OH 44052-2042

Contact: **Mr. James Sutter**
Fax:
Copy to:
Your inquiry: **SPC request**

Our quote no: **21218459**

Supplier: **Andritz Separation Inc.**
Contact: **Victoria Torres**
Phone: **+1 817 375 4439**
Fax:
E-mail: **victoria.torres@andritz.com**
Date: **07/16/2025**

Sales **MR. JASON HILL**
Responsible:

Dear Mr. James Sutter,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

For 400376478 Heavy Duty Belt Press
Model: Heavy Duty Belt Press SMX 2,0
Serial number: 0325

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this quote number.

Freight for material is not included in pricing.

Products will be ready to ship in 9-11 weeks from receipt of approved purchase order.

****ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT****

Please note currency is in US Dollars
Andritz Inc Standard Terms & Conditions apply
Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
------	---------	--------	------	----------	------	------------	--------

Page 1 of 9

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA
Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21218459

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	MIXER ASSEMBLY, POLYMER INJECTION 6IN. VENTURI	131405480		1	PC	12,616.88	12,616.88
Total Amount						USD	12,616.88

* S = Spare Parts, W = Wear Parts

Technical contact: Armando Alvarado /**Phone:** +1 817 419 1728 / armondo.alvarado@andritz.com

Terms and Conditions

- 2. **Delivery Time:**
after receipt of order and any clarifications.
- 3. **Terms of delivery:**
Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.
- 4. **Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
- 5. **Validity of quotation:**
This quotation is valid to 07/30/2025.

Other Terms:

- 6. *********
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

Our quote no: 21218459

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.

TERMS APPLICABLE

(a) These Terms and Conditions of Sale and/or Service are the only terms which govern the sale of the products, equipment, or parts and/or the provision of services ("Products" and "Services") and/or the license of certain Software (as defined herein) pursuant to the quotation or acknowledgement of the Andritz entity supplying the same ("Seller") or Buyer's purchase order or other written document issued by Buyer. These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Buyer's authorization for Seller to commence work under the Agreement or Buyer's acceptance of delivery of or payment for any Products, Services or Software covered by this Agreement, in whole or in part, shall be deemed Buyer's acceptance of these Terms and Conditions of Sale and/or Service. The term "Agreement" as used herein means (1) these Terms and Conditions of Sale and/or Service, (2) Seller's quotation or acknowledgment together with any attachment thereto and any documents expressly incorporated by reference, and (3) Buyer's purchase order or other written document issued by Buyer, together with any attachment thereto and any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference). In the event of a conflict between any documents forming the Agreement, such documents shall be construed in the above-listed order of precedence.

(b) Prior to Buyer's acceptance of any Seller quotation in which these Terms and Conditions of Sale and/or Service are incorporated, in the event that the introduction of new tariffs, levies, duties, taxes, regulation, or any type of legislation by a domestic or foreign government has the effect of increasing the price of the quoted Products, Services, and/or Software, Seller reserves its right to adjust its quoted price in order to reflect these increases in cost. Nothing in this document, or any of the applicable contractual documentation shall be construed as a waiver of this right.

7. DELIVERY OR PERFORMANCE; RISK OF LOSS AND TITLE

(a) Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. If the parties have agreed to liquidated damages in this Agreement for Seller's delay in achieving certain milestones, (i) the parties acknowledge and agree that Buyer's damages for Seller's delay are difficult to predict with any certainty, and such liquidated damages are not a penalty but a reasonable estimate of Buyer's delay damages; (ii) such liquidated damages shall not exceed an aggregate value of five percent (5%) of the Agreement price and shall be Buyer's exclusive remedy for any delay by Seller in performing any of its obligations under this Agreement; and (iii) Buyer agrees Seller shall not be liable for liquidated damages if Seller's delay in achieving a milestone subject to liquidated damages has not delayed Buyer's ability to use the applicable Products, Software and/or Services.

(b) Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2020. If no delivery term is agreed elsewhere in the Agreement, delivery of the Products will be made FCA shipping point (INCOTERMS 2020). Title to the Products shall transfer to Buyer upon final payment therefor.

8. WARRANTY

(a) Product Warranty. Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2020, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty is warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance, operating condition or operating environment other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired or modified by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement. With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

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(b) **Services Warranty.** Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Services provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The remedies provided in Paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

9 . LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply to the maximum extent permitted by applicable law:

(a) In no event shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products or Software, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services, Software or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the Agreement price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10 . CHANGES, DELETIONS AND EXTRA WORK.

Seller will not be required to make changes in the Products, Services or Software unless Buyer and Seller have executed a written change order for such change. Any such change order will include an appropriate adjustment to the Agreement price and/or schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the change order will include appropriate modifications to this Agreement. Seller shall be entitled to a change order adjusting the Agreement price, schedule and/or any affected obligations of Seller if after the effective date of this Agreement (a) a change in applicable law, tariffs, levies, duties, taxes, regulations or ordinances; (b) any act or omission of Buyer, any other party for whom Buyer is responsible, or any third party or any error or change in Buyer-provided information should require a change in the Products, Services or Software or (c) a transport disruption involving the intercontinental shipment of goods or sea freight causes an increase in the cost (including, in the case of a transportation disruption, costs incurred to avoid or mitigate such disruption) or change in the schedule to supply the Products, Services or Software.

11 . PAYMENT AND TAXES

Unless otherwise agreed by Seller in writing, payment terms are net 30 days from the date of Seller's invoice. All invoices are payable without deductions. Any payments which are overdue will accrue interest at the rate of 1% for each month or any portion thereafter the balance remains due. Seller's prices do not include any sales, use, excise or other taxes or customs duties, tariffs, levies, or fees unless expressly agreed in writing by Seller. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products, Software or Services and customs duties, tariffs, levies, or fees shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12 . SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13 . SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14 . INFRINGEMENT

Unless the Products or any part thereof are designed to Buyer's specifications or instructions and provided the Products or any part thereof is not used in any manner other than as specified or approved by Seller in writing or modified by Buyer without the written consent of Seller, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a registered copyright or device claim of a patent



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issued as of the effective date of this Agreement in the country in which the Product will be operated, provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the Agreement price that Seller has received for such Product or part. **THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS BY THE PRODUCTS.**

15 . SOFTWARE LICENSE AND WARRANTY

If Buyer and Seller have not entered into a separate license agreement, the following Software Terms and Conditions apply to any embedded software produced by Seller and furnished by Seller hereunder:

The Software, as described in the Agreement ("Software"), and all written materials or graphic files that are fixed in any tangible medium and that relate to and support the Software ("Documentation"), and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and other proprietary rights recognized by the laws of any country inherent therein, including all changes and improvements requested or suggested by Buyer in the support and maintenance of the Software are the exclusive property of Seller ("Seller's Intellectual Property Rights"). All rights in and to the Software not expressly granted to Buyer in the Agreement are reserved by Seller. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Seller's existing or future patents. Software will not include any upgrades, new versions, releases, enhancements, or updates to the Software, unless agreed to by Seller in writing and at its sole discretion. To the extent any upgrades, new versions, releases, enhancements, or updates to the Software are provided by Seller, the term "Software" shall be deemed to include such upgrades, new versions or releases, enhancements, or updates. To the extent any ownership right arises in Buyer with respect to the above, Buyer hereby assigns all of its right, title, and interest in and to any intellectual property embodied in the Seller's Intellectual Property Rights, including enforcement rights, to Seller without the payment of any additional consideration thereof either to Buyer, or its employees, agents, or customers and agrees to execute any documents Seller deems necessary to effect such assignment.

Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable, revocable license to install, run, and use the Software only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in this Agreement. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the Documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller, or deleted from Buyer's computer systems, with written confirmation after termination.

Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation. In no event does Seller warrant that the Software is error free or that Buyer will be able to operate the Software without impairments or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Seller does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the Agreement price or license fee paid.

If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by modifying the Software or replacing it with a functional equivalent (in which case, Buyer shall immediately stop use of the allegedly infringing Software); or (c) take back such Software and refund to Buyer all payments on the Agreement price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party not approved in writing by Seller; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. **THE FOREGOING PROVISIONS OF THIS SECTION 10(e) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SELLER AND THE EXCLUSIVE REMEDY OF BUYER, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY PROPRIETARY RIGHTS UNDER SECTION 10, INCLUDING BUT NOT LIMITED TO PATENTS AND COPYRIGHTS, BY THE SOFTWARE OR ANY PART THEREOF.**

This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the

Our quote no: 21218459

Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE. Buyer and its successors are limited to the remedies specified in this Paragraph 10.

Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16 . SITE RISKS

(a) **Site Conditions.** The parties acknowledge and agree that as to conditions at the project site, Seller is relying upon information provided by Buyer. If Seller becomes aware of any subsurface, concealed, or differing condition, environmental hazard or violation of any environmental law or regulation, Seller will immediately suspend performance of the work in the affected area and notify Buyer. Buyer acknowledges that it will assume the risk of any increased costs and changes to the schedule that may result from such conditions. If Buyer does not immediately remediate such conditions, Seller may either suspend performance of all work or terminate this Agreement.

(b) **Environmental Remediation.** Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17 . TERMINATION

(a) Either party may terminate this Agreement upon breach by the other party of a material obligation hereunder and such party's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same.

(b) Buyer may only terminate this Agreement for Buyer's convenience only if Buyer elects not to proceed with the project for which the Products and /or Services are purchased and upon written notice to Seller and payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller, overhead, and an appropriate profit. In case of such termination, the licenses granted in Paragraphs 10 and 13 hereof shall terminate.

(c) Seller shall have the right to suspend its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18 . INTELLECTUAL PROPERTY; CONFIDENTIALITY

(a) All intellectual property embodied in the Products, Services and Software provided to Buyer is the property of Seller, and any intellectual property developed, at least in part, by Seller under this Agreement is and remains the sole and exclusive property of Seller. Further, Seller shall have the right to collect and use data generated by the Products, Software or Services supplied hereunder.

(b) Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof is Seller's confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, non-transferrable license to use Seller's confidential and proprietary information disclosed hereunder for the purpose of the installation, operation, maintenance and repair of the Products that are the subject of this Agreement only; provided, however, that Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products or any parts thereof, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph 13, or in case of Buyer's termination pursuant to Paragraph 12(b).

19 . END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20 . FORCE MAJEURE

(a) **Force Majeure Defined.** For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) **Suspension of Obligations.** If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

Our quote no: 21218459

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement, and Buyer shall pay to Seller all costs, including overhead and profit thereon, incurred to the date of termination and costs incurred arising out of the termination.

(c) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, blockage, slowdown, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a change order containing an appropriate adjustment in the Agreement price and delivery schedule.

21 . INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22 . EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE

(a) Buyer recognizes that any Products and Software that are the subject of this Agreement and originate in the U.S. remain subject to U.S. export control and economic sanctions laws and regulations even after such Products are exported from the U.S. (if applicable), and even though such Products and Software have been purchased in and, if applicable, exported from Canada. Buyer certifies that such Products and Software will not be diverted, transshipped, re-exported, or otherwise transferred in contravention of any applicable export control and economic sanctions laws and regulations, nor will it allow the Products or Software to be incorporated into other products or used to make direct products thereof that are exported, re-exported, used, or transferred in violation of U.S. export control and economic sanctions laws and regulations. Buyer further affirms that such Products and Software will not be used, directly or indirectly, in any application involving missile technology, nuclear proliferation, or chemical and biological weapons proliferation. Without limiting the foregoing, Buyer will not, nor will it allow third parties to, export, re-export, or transfer any Products or Software to any person or entity that is the target of U.S. sanctions or is in Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, the prohibited areas in Ukraine including Donetsk, Kherson, Luhansk, and Zaporizhzhia, or any other country or territory in violation of U.S. sanctions.

(b) Buyer shall be responsible for any breach of this provision by it, and its successors and permitted assigns, as well as its parents, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors ("Buyer Parties") and shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost, expense (including attorneys' fees), damages, and penalties arising out of or relating to any non-compliance with U.S. export control and economic sanctions laws and regulations by any Buyer Party.

(c) Buyer shall, upon request of Seller, promptly provide all information necessary for Seller to ensure compliance with U.S. export control and economic sanctions laws and regulations, including but not limited to information related to end-users, end-uses, and destination countries.

23 . SPECIAL CONDITIONS FOR PRESSURE VESSELS

For installation, repair, or maintenance Services on existing pressure vessels, piping and equipment, the following shall apply:

(a) Unless otherwise agreed and stated in the Agreement, Buyer shall be responsible for: (i) physically disconnecting and isolating vessels and equipment being repaired from existing piping and electrical power before Seller or any of its subcontractors start the Services, and take adequate precautions that re-connection and resumption of use does not take place until the Services are completed, and (ii) emptying the vessels and piping and freeing them from any toxic or harmful substances before the Services begin so that the vessels and piping are safe for Services to begin. Buyer shall maintain the area entirely free of combustible, toxic and asphyxiant substances and provide fire protection service until the Services are completed;

(b) If the Services are on an existing vessel or existing piping, the Buyer is responsible for determining the prior condition of the portion of the vessel or piping not involved in the Services, and its ability to withstand the Services and any tests that may be necessary;

(c) Buyer shall also be responsible for evaluating the effects of prior use of the vessel or piping upon structural adequacy, and the suitability of the vessel or piping for the service intended when the Services are completed;

(d) Seller has no obligation to provide any inspections or tests, and Buyer takes full responsibility for all necessary inspections and tests, including but not limited to, selection of testing personnel, type, location, frequency, and severity of any inspections and tests and all test results at any stage of the Services;

(e) Upon request of Seller, Buyer shall provide Seller with the history of the vessel, a statement of the tests to be performed and a statement of the proposed use of the vessel after completion of the Services, and

(f) If repairs are required: (i) Buyer will provide an Authorized Inspector ("AI") who will determine the scope of the Services to be done; (ii) Seller will provide Buyer with a proposed Quality Control ("QC") package specifying the methods and procedures that Seller will follow in performing the Services specified by the Buyer; (iii) the proposed QC package is subject to approval by the Buyer, and such approval must be provided before Services commence; (iv) after approval of the QC package, the Services shall be done in accordance with the QC package. At the option of the AI, hold points may be established for inspection during the course of the Services; and (v) upon completion of the Services, the AI shall inspect the Services and provide a signed acceptance that they have been completed in accordance with the QC package. Such acceptance by the AI shall establish completion of the Services.



Our quote no: 21218459

24 . TECHNICAL ASSISTANCE

Technical Assistance means that Seller's technician(s) and or engineer(s) will assist Buyer during the performance of Buyer's site work in the interpretation of the related procedures provided by Seller. When providing Technical Assistance, Seller will not be required to supervise or coordinate Buyer's labor force, perform measurements, complete or ensure the accuracy of quality control documents, or ensure the orderly sequencing of the site work, but Seller will advise Buyer of any non-conformances as recorded on the quality control documentation completed by Buyer, and counter sign such quality control documentation to confirm correction of such non-conformances. Notwithstanding the above or any other provision of the applicable Purchase Order, Seller shall have no authority, responsibility, liability or control over Buyer's or its suppliers' activities (and performance thereof), schedule and labor force, including for the execution, quality and/or workmanship of any installation services or site work. Therefore, Seller will not be responsible for the installation labor and Seller will not be liable for the quality and/or workmanship of the site work.

25 . GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and/or Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) The invalidity or unenforceability of any provision of this Agreement pursuant to applicable law shall not affect the validity or enforceability of the remaining provisions and this Agreement shall be construed as if it did not contain the provision held invalid or unenforceable.
- (f) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement, including, but not limited to, Paragraphs 4, 13, 17 and 20, shall survive and remain fully enforceable after any cancellation, completion or termination hereof.
- (g) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia.
(ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (h) (i) In the circumstances of g(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.
(ii) In the circumstances of g(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two partyappointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two partyappointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (i) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.



Our quote no: 21218459

(j) The parties hereto acknowledge that a French copy of this Agreement was available and have expressly required that this Agreement be drawn up in English. Les parties aux présentes reconnaissent qu'une copie en français de la présente convention était disponible et ont expressément exigé que la présente convention soit rédigée en anglais.(k) If Seller's office is located in Canada, the following shall apply: Personal information means information that can directly or indirectly identify a natural person ("Personal Information"). With respect to any Personal Information disclosed by the Seller to the Buyer, the Buyer shall exercise diligence, shall use the Personal Information exclusively for the purpose disclosed, and shall at all times be in compliance with all applicable laws and regulations related to privacy, data security and/or otherwise related to the processing, storage, protection, transmission, use, destruction, and/or disclosure of data. If the Buyer identifies or is made aware of a cybersecurity or data privacy breach (each a 'Privacy Incident') involving Personal Information disclosed by the Seller under this Agreement, the Buyer shall notify the Seller by emailing LegalServices_Canada@andritz.com no later than ten (10) business days after learning of the Privacy Incident. The Buyer shall, within reason, provide a clear and concise description of the incident to the Seller and take the appropriate precautions consistent with applicable law and industry practice available to minimize any potential impacts to the Seller. The Buyer also agrees that it will cooperate with the Seller's investigation or questioning of the breach or incident. Upon the earlier of the Seller's written request or upon termination or expiration of the Agreement, the Buyer shall either return to the Seller or irretrievably delete (if possible) the Personal Information provided by the Seller.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.

This document is issued electronically and valid without signature.

Acknowledgement of order

Date/ Signature

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA
Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



CITY OF LORAIN

Board of Control

2. f.

Meeting Date: 12/10/2025

Subject:

The Black River WWTP is seeking approval to purchase a Vaughn S3P-085 Chopper Pump from MS Process. This pump is needed to replace the failed pump at the Beaver Park lift Station. The total cost for the purchase is \$31,789.00. MS Process is the sole source for this purchase. This purchase will be funded from the Facility Improvement portion of the budget #6130.P613.6310.6700.1500.

Attachments

BOC - BRWWTP - Vaughn S3P-085 Chopper Pump - MS Process

Quote - BRWWTP - Vaughn S3P-085 Chopper Pump - MS Process

Vaughn Sole Source



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting, or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. **Request Date:** December 1, 2025
2. **Name of Department Submitting Request:** Utilities Black River WWTP
3. **Summary of Report:** The Black River WWTP is seeking approval to purchase a Vaughn S3P-085 Chopper Pump from MS Process. This pump is needed to replace the failed pump at the Beaver Park lift Station. The total cost for the purchase is \$31,789.00. MS Process is the sole source for this purchase. This purchase will be funded from the Facility Improvement portion of the budget #6130.P613.6310.6700.1500.
4. **Name of Vendor:** MS Process.
5. **Amount:** Thirty One Thousand Seven Hundred Eighty Nine and ⁰⁰/₀₀ \$31,789.00,
6. **Number of account to be used for funding:** # 6130.P613.6310.6700.1500.
7. **VENDOR DETAIL** Sole Source Vendor – Yes State Purchasing Vendor – No

List the names and the quote received from *at least three vendors* for the requested item
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. **YES**
9. Is the amount requested due to a change order? **No**
10. If necessary, has City Council approved and when? _____



Pump & Equipment Sales

216 952 1529

Mark@msprocess.us

960 Sunnyside Rd. Vermilion Ohio, 44089

quotation

10-15-25

Attn: Mr. Jim Sutter - Lorain wwtp

Jim,

Enclosed is the quotation for a replacement Vaughn pump for Beaver Creek LS.

- 1 EA **Vaughan Model S3P-085 Submersible Chopper Pump consisting of:**
Casing, cast ductile iron with 3" ANSI CL 125 discharge flange.
Impeller, Cutter Bar, Cutter Nut Upper Cutter, cast steel, heat treated to minimum Rockwell C60.
Mechanical Seal, cartridge type with ductile iron gland, Viton O-rings, silicon carbide faces, and integral stainless steel sleeve as manufactured by Vaughan.
Elastomers, Buna N
Bearings, oil bath lubricated with minimum 100,000-hour L-10 bearing life.
Bearing Housing, cast ductile iron with piloted motor mount.
Automatic Oil Level Monitor, PVC plastic reservoir with 120V switch and intrinsically safe relay and 25 ft. of hose.
Shaft, heat treated steel
Drive, 10 HP, 1750 RPM, 460V, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group C & D) 15 minute in air continuous duty submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 25 feet of power and control cable.
Premium Pump Finish: Solvent wash, sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor)\$24,778.00

- 1 EA **Spark Proof Guide Rail System consisting of:**
3" Base Elbow, cast ductile iron.
3" Guide Bracket, cast non-sparking aluminum bronze.
(1) Intermediate Stiffener Brackets, 316 stainless steel located every 10 feet.
Top Mounting Bracket and Chain Holder Bracket, 316 stainless steel.
NOTE: Customer to provide 2" Sch. 40 pipe rails.\$5811.00

- 1 freight estimate.....\$1200.00

Delivery is 10 weeks. Freight and tax are not included, po to MSProcess Corp. Terms are net 30 days. Please contact me with any questions.

\$31,789

Thank you,

Mark Schultz

msp



960 Sunnyside Road
Vermilion Ohio, 44089

Phone: 216 952 1529
Fax: 440 226 8716
mark@msprocess.us

11-19-24

To: Jim Sutter Lorain wwtp

Subject: Sole source for Vaughn pumps

Jim,

For your wastewater pumping projects in Lorain Ohio, MSProcess is working directly with Vaughn Pump Corp.. and is the sole source supplier for this project.

Please contact me with any questions or if additional information is required.

Thank you,

Mark Schultz
MSProcess
216 952 1529
Mark@msprocess.us



CITY OF LORAIN

Board of Control

2. g.

Meeting Date: 12/10/2025

Subject:

The Black River WWTP requests approval for the purchase of a Vaughn PE4S6CS Vertical Pedestal Chopper Pump from MS Process. The replacement is vital to the plant Operations and is replacing a pump that is over 50 years old. Total price including freight is \$29,889.00. The removal and installation will be performed by the maintenance staff of the Black River WWTP. MS Process is the sole source vendor for this purchase. The Funds for this purchase will come from the facility improvement portion of the budget # 6130. P613 6310. 6700. 1500.

Attachments

BOC - BRWWTP - Vaughn PE4S6CS Vertical Pedestal Chopper Pump - MS Process

Quote - BRWWTP - Vaughn Waste Pump - MS Process

Vaughn Sole Source



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting, or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. **Request Date:** December 1, 2025
2. **Name of Department Submitting Request:** Utilities Black River WWTP
3. **Summary of Report:** The Black River WWTP requests approval for the purchase of a Vaughn PE4S6CS Vertical Pedestal Chopper Pump from MS Process. The replacement is vital to the plant Operations and is replacing a pump that is over 50 years old. Total price including freight is \$29,889.00. The removal and installation will be performed by the maintenance staff of the Black River WWTP. MS Process is the sole source vendor for this purchase. The Funds for this purchase will come from the facility improvement portion of the budget # 6130. P613 6310. 6700. 1500.
4. **Name of Vendor:** MS Process.
5. **Amount:** Twenty-Nine Thousand Eight Hundred, Eighty-Nine ^{no}/₁₀₀ \$29,889.00
6. **Number of account to be used for funding:** 6130. P613 6310. 6700. 1500₂
7. **VENDOR DETAIL** Sole Source Vendor – Yes State Purchasing Vendor – No

List the names and the quote received from *at least three vendors* for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? No
10. If necessary, has City Council approved and when? _____



11-3-25

Attn: Jim Sutter - Lorain wwtp

Jim,

Enclosed is the quote for a replacement sludge pump sized for 800 gpm at 60 ft.

1 EA Vaughan Model PE4S6CS-118

Vertical Pedestal Chopper Pump consisting of:

Casing and Backplate, cast ductile iron, with 4" ANSI CL 125 discharge flange.

Impeller, Cutter Bar Cutter Nut and Upper Cutter, cast steel, heat treated to minimum Rockwell C60.

Shaft, heat treated steel.

Bearings, oil bath lubricated with minimum 100,000 hour L-10 bearing life.

Bearing Housing, cast ductile iron.

Flushless Mechanical Seal, cartridge type with stainless steel housing, integral stainless steel shaft sleeve, and silicon carbide faces.

Elastomers, Buna N

Pedestal Base with Inlet Flange, 8" 90° steel elbow with cleanout, drain and ANSI CL 150 inlet flange pedestal mounted on a fabricated steel base plate. (If sizing a custom base use form V451 and submit to engineering for review [S:\Sales\Forms].)

Coupling, elastomeric type by TB Woods.

Motor Mount, fabricated steel, piloted for self-aligning mounting of a C-face flange mounted motor.

DRIVE, 25 HP, 1170 RPM, 230/460/3/60, 1.15 SF, premium efficient "C" flanged, TEFC electric motor.

Premium Pump Finish: Solvent wash, sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor)

Total price.....\$28,889.00

Delivery is 10 weeks, freight estimate is 1000.00, po to MSProcess Corp. Terms are net 30 days. Please contact me with any questions.

Sincerely,

Mark Schultz

msh



960 Sunnyside Road
Vermilion Ohio, 44089

Phone: 216 952 1529
Fax: 440 226 8716
mark@msprocess.us

11-19-24

To: Jim Sutter Lorain wwtp

Subject: Sole source for Vaughn pumps

Jim,

For your wastewater pumping projects in Lorain Ohio, MSProcess is working directly with Vaughn Pump Corp.. and is the sole source supplier for this project.

Please contact me with any questions or if additional information is required.

Thank you,

Mark Schultz
MSProcess
216 952 1529
Mark@msprocess.us



CITY OF LORAIN

Board of Control

2. h.

Meeting Date: 12/10/2025

Subject:

A request from the Lorain Utilities Department to enter into a contract with the lowest and best bidder for all services and actions associated with the installation of a new fence at the Fulton Water Tower. Cuyahoga Fence LLC bid an amount not to exceed \$145,000.00. Funding GL Accounts 6020.P602.6440.6300.1500 Purification Operations – Contractual Service and 6020.P602.6440.6700.1500 Purification Operations – Facility Improvement.

Attachments

BOC - Utilities - Fulton Tower Fence - Cuyahoga Fence
Ordinance 181-25



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 12/3/25

2. Name of Department Submitting Request: Lorain Utilities Department

3. Summary of Report: A request from the Lorain Utilities Department to enter into a contract with the lowest and best bidder for all services and actions associated with the installation of a new fence at the Fulton Water Tower. Cuyahoga Fence LLC bid an amount not to exceed \$145,000.00. Funding GL Accounts 6020.P602.6440.6300.1500 Purification Operations – Contractual Service and 6020.P602.6440.6700.1500 Purification Operations – Facility Improvement.

4. Name of Vendor: Cuyahoga Fence LLC

5. Amount: Not to exceed \$145,000.00

6. Number of account to be used for funding: 6020.P602.6440.6300.1500 and 6020.P602.6440.6700.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Cuyahoga Fence - \$140,197.00

Vendor #2 Meyers Fence Co - \$139,000.00

Vendor #3 Avery Enterprise - \$143,167.00

Vendor #4 Adkins Fence - \$174,796.99

8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes

9. Is the amount requested due to a change order? Yes / **No**

10. If necessary, has City Council approved and when? _____

ORDINANCE NO. 181-25

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF LORAIN, OHIO, TO ENTER INTO CONTRACT WITH THE LOWEST & BEST BIDDER FOR ALL SERVICES & ACTIONS ASSOCIATED WITH THE INSTALLATION OF A NEW FENCE AT THE FULTON WATER TOWER, AND DECLARING AN EMERGENCY.

WHEREAS, the Utilities Department would like to replace the existing chain link fence with a more aesthetically pleasing fence style while also decreasing square footage enclosed; and

WHEREAS, the Utilities Department has determined that these improvements are necessary to maintain security around the Fulton Water Tower.

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

SECTION I That the Director of Public Service of the City of Lorain, State of Ohio, is hereby authorized in the name of the City of Lorain to enter into contract with the lowest and best bidder for the work associated with the installation of a new fence at the Fulton Water Tower, 1555 E 36th St, subject to the Board of Control as required by law. All work on the project shall be coordinated by the City of Lorain Utilities Department in accordance with the plans and specifications on file in the Engineering Office and subject to the approval of the Board of Control of said City as required by law, said plans and specifications being incorporated herein.

SECTION II That the cost of said work shall not exceed \$145,000 and be paid for by funds from the following Water Works Fund GL Account:

6020.P602.6440.6300.1500 – Purification Operations – Contractual Service
6020.P602.6440.6700.1500 – Purification Operations – Facility Improvement

SECTION III 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.

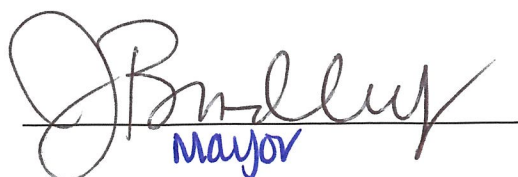
SECTION IV That this ordinance is hereby declared to be an emergency, the nature of which is the immediate need to protect the utility along with the safety of the citizens of Lorain. Therefore, this Ordinance shall take immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 1, 2025

ATTEST: Breanna Dell CLERK


PRESIDENT OF COUNCIL

APPROVED: December 5, 2025


Mayor



CITY OF LORAIN

City Council Regular Meeting

10. a.

Meeting Date: 12/01/2025

Submitted by: Breanna Dull, Clerk of Council

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF LORAIN, OHIO, TO ENTER INTO CONTRACT WITH THE LOWEST & BEST BIDDER FOR ALL SERVICES & ACTIONS ASSOCIATED WITH THE INSTALLATION OF A NEW FENCE AT THE FULTON WATER TOWER, AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

The Utilities Department would like to replace the existing chain link fence with a more aesthetically pleasing fence style while also decreasing square footage enclosed. The Utilities Department has determined that these improvements are necessary to maintain security around the Fulton Water Tower.

RECOMMENDATION TO COUNCIL:

Consider for passage.

Admin Only

___ Ord. auth the S/S Director to enter into contract w/ the lowest & best bidder for all services & actions associated w/ the installation of a new fence at the Fulton Water Tower.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: Not to Exceed \$145,000
List of Funding Source and/or Account Number: See Below.
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):
6020.P602.6440.6300.1500 – Purification Operations – Contractual Service
6020.P602.6440.6700.1500 – Purification Operations – Facility Improvement

Attachments

Ordinance.

Form Review

Inbox
Carrion

Reviewed By
Rey Carrion

Date
11/25/2025 01:18 PM

Mayor Bradley

Jack Bradley

11/25/2025 01:23 PM

JKoziura

Joseph Koziura

11/25/2025 01:58 PM

P. Riley

Michele Beko

11/25/2025 02:08 PM

Form Started By: Breanna Dull

Started On: 11/24/2025 11:12 AM

Final Approval Date: 11/25/2025

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



CITY OF LORAIN

Board of Control

2. i.

Meeting Date: 12/10/2025

Subject:

A request from the Lorain Utilities Department for a purchase order in the amount of \$38,736.00 with the city of Lorain's Building Housing and Planning Department for the Jaeger Road Pump Station plan review fee for building permits. Funding GL Accounts 6130.P613.6310.6700.1500 Plant Operations – Facility Improvement and 6130.P613.6420.6300.1500 PQM – Contractual Services

Attachments

BOC - Utilities - Jaeger Road PS Plan Review Fee - BHP



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 12/8/25
- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Department for a purchase order in the amount of \$38,736.00 with the city of Lorain’s Building Housing and Planning Department for the Jaeger Road Pump Station plan review fee for building permits. Funding GL Accounts 6130.P613.6310.6700.1500 Plant Operations – Facility Improvement and 6130.P613.6420.6300.1500 PQM – Contractual Services
- 4. Name of Vendor: City of Lorain Building, Housing & Planning
- 5. Amount: \$38,736.00
- 6. Number of account to be used for funding: 6130.P613.6310.6700.1500 and 6130.P613.6420.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? Yes / **No**
- 10. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. j.

Meeting Date: 12/10/2025

Subject:

A request from the Lorain Utilities Water Purification Department for a purchase order in the amount of \$8,030.00 with Buckeye Electrical Solutions for the installation of a chlorine alarm system upgrade. This upgrade will provide audio and visual alarms throughout the entire Water Purification Plant inside and out, in the event of a chlorine gas leak. Funding GL account 6020.P602.6440.6700.1500 Purification Operations - Facility Improvement.

Attachments

BOC - Purification - Chlorine Alarm System Upgrade - Buckeye Electrical Solutions
Quote - Purification - Chlorine Alarm System Upgrade - Buckeye Electrical Solutions



BOARD OF CONTROL REQUEST FORM

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(Meeting day and time is subject to change with advanced notice)

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<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 12/8/25
2. Name of Department Submitting Request: Utilities Water Purification Department
3. Summary of Report: A request from the Lorain Utilities Water Purification Department for a purchase order in the amount of \$8,030.00 with Buckeye Electrical Solutions for the installation of a chlorine alarm system upgrade. This upgrade will provide audio and visual alarms throughout the entire Water Purification Plant inside and out, in the event of a chlorine gas leak. Funding GL account 6020.P602.6440.6700.1500 Purification Operations - Facility Improvement.
4. Name of Vendor: Buckeye Electrical Solutions
5. Amount: \$8,030.00 (\$7,300.00 + 10% contingency)
6. Number of account to be used for funding: 6020.P602.6440.6700.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Buckeye Electrical Solutions - \$8,030.00

Vendor #2 Firelands Electric – No Response – Contacted on 11/10/25

Vendor #3 Bay Electrical – No Response – Contacted on 11/10/25

Vendor #4 North Bay – No Response – Contacted 11/10/25

8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? Yes / **No**
10. If necessary, has City Council approved and when? _____

ESTIMATE

Buckeye Electrical Solutions LLC
3145 Broadway
Lorain, OH 44055

Accounting@buckeyeelectricalsolutions.com
+1 (440) 212-7660
buckeyeelectricalsolutions.com



Bill to
Avery Brown
Lorain Water Treatment Plant
1106 W 1st Street
Lorain, Oh 44052

Ship to
Avery Brown
Lorain Water Treatment Plant
1106 W 1st Street
Lorain, Oh 44052

Estimate details

Estimate no.: 3955
Estimate date: 12/08/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Electrical Services	For installing 6 new chlorine gas alarms Devices will be connected to 3 local plcs All pipe will be pvc or 1/2 steel rigid Connections will be done by others All device locations will be per Avery for the final installation 1 120v circuit will be run to each device Holes will be core drilled as needed	1	\$7,300.00	\$7,300.00
				Total	\$7,300.00

Accepted date

Accepted by



CITY OF LORAIN

Board of Control

2. k.

Meeting Date: 12/10/2025

Subject:

A request from the Lorain Sewer Department for an emergency purchase order in the amount of \$53,000.00 with Terminal Ready-Mix, Inc for the emergency sanitary sewer main repair, and removing and replacing the existing concrete driveway and apron done at 527 Root Road, Lorain, Ohio. Funding GL Account 6130.P613.6460.6700.1500 Facility Improvement.

Attachments

BOC - Sewer - Emerg Sanitary Repair 527 Root Rd - Terminal Ready-Mix
Lorain Sewer Dept - 527 Root Road - sanitary main repair



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 12/9/25
- 2. Name of Department Submitting Request: Lorain Sewer Department
- 3. Summary of Report: A request from the Lorain Sewer Department for an emergency purchase order in the amount of \$53,000.00 with Terminal Ready-Mix, Inc for the emergency sanitary sewer main repair, and removing and replacing the existing concrete driveway and apron done at 527 Root Road, Lorain, Ohio. Funding GL Account 6130.P613.6460.6700.1500 Facility Improvement.
- 4. Name of Vendor: Terminal Ready-Mix, Inc.
- 5. Amount: \$53,000.00
- 6. Number of account to be used for funding: 6130.P613.6460.6700.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No** State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer’s Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? Yes / **No**
- 10. If necessary, has City Council approved and when? _____



To: City of Lorain	Contact: Bob Culp
Address: 200 West Erie Avenue Lorain, OH 44052	Phone: (440) 204-2003 Fax: (440) 204-2522
Project Name: Lorain Sewer Dept - 527 Root Road - sanitary main repair	Bid Number:
Project Location: 527 Root Road, Lorain, OH	Bid Date: 11/20/2025

We are pleased to provide this proposal for the work itemized below.

Item Description

- Sanitary sewer main repair
- Mobilize
 - Finish excavation, expose ends of existing sanitary main, approx 16' deep
 - Install approx. 30' of new 12"/24" SDR35 sanitary sewer pipe (diameter of existing TBD).
 - If possible, shove new pipe inside existing RFP (reinforced fiberglass pipe), then pour concrete collar.
 - All pipe shall be installed per City of Lorain Standards, including 6" bedding, 12" cover using #8 limestone, and premium backfill using #304 limestone.
 - Remove and replace existing concrete driveway and apron, per dimensions attached.


Total Bid Price: \$53,000.00

Notes:

- City to continue to bypass sanitary flow and dewater excavation.
- City to continue to detour traffic.
- City to assist with vac truck, if necessary.
- Schedule:
Friday, November 21, 2025 - Mobilize equipment
Tuesday, November 25, 2025 - DAY 1 sanitary main repair
Wednesday, November 26, 2025 - DAY 2 sanitary main repair

Payment Terms:

Payment terms: NET 30

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Terminal Ready-Mix, Inc.</p>  <p>Authorized Signature:</p> <p>Estimator: John Falbo, Jr. (440) 288-1717 john@terminalreadymix.com</p>
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CITY OF LORAIN

Board of Control

2. I.

Meeting Date: 12/10/2025

Subject:

The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$5,720.00 to complete electrical repairs at 2936 Caroline Ave Lorain 44055 for Carmen Caribe.

Buckeye Electrical Solutions submitted the most complete and cost-effective estimate for the scope of work to be completed for \$5,200.00. The total funds requested, including a 10% contingency of \$520.00, is \$5,720.00.

Additional Estimates were received from GID construction for \$6,455.28 & Total Restore Design Build for \$7,975.00. Neither of those dollar amounts include a contingency.

The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Caribe BOC Packet



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date:
2. Name of Department Submitting Request:
3. Summary of Report:
4. Name of Vendor:
5. Amount: \$
6. Number of account to be used for funding:
7. VENDOR DETAIL
Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No
9. Is the amount requested due to a change order? Yes No
10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

Date: 12-2-2025

Home Repair Program Recommendation

The City of Lorain’s Building, Housing and Planning Department’s Housing Rehab Administrator conducted a site visit on **8-28-2025**, at the home of **CARMEN CARIBE**. This house displayed some electrical issues that needed addressed. The home qualifies for repairs under the Essential Home Repair Program.

A Lead assessment: Lead **was not** located in the work area or outside perimeter.

Based on the submitted estimates, the Housing Rehab Administrator recommends **Buckeye Electrical Solutions** as the company that submitted the most complete and responsive bid based on the scope released by the Building, Housing and Planning.

Quote Submissions:

Contractor	Labor Warranty	Estimate	Extended Labor Warranty Option <small>*at homeowner’s expense*</small>
GID Construction	1 Year parts and labor	\$ 6455.28	Not Applicable
Total Restore Design Build	1 Year parts and labor	\$ 7,975.00	Not Applicable
Buckeye Electrical Solutions	1 Year parts and labor	\$ 5,200.00	Not Applicable

City of Lorain Estimate ----- **\$ 5,700.00**

Note: The electric panels have their own manufacturers warranties which is 10 years.

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



LORAIN *Ohio*

Work Write-Up

Case#: **EHR664**

Job Total: \$ 5200 -

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

CARMEN CARIBE
2936 CAROLINE

Lorain
Ohio 44052

Contractor Information

Name: BUCKEYE ELECTRICAL SOLUTIONS

Address: 3145 BROADWAY AVE, LORAIN

Voice: _____

Fax: _____

Email: _____

☎ (216)205-0910



Main Structure - Electrical Issues | Single Family - Electrical Issues | Basement - Electrical Issues | General - Electrical Issues

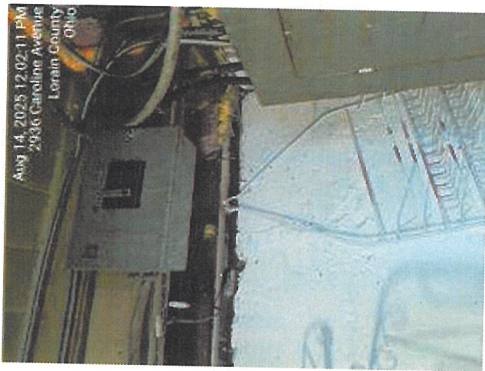
S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0110030102	1.00	EA	1.00	-	\$ <u>3800</u>

Task: Minor Electrical Repairs

ELECTRICAL ISSUES :

There are a couple of items in need of attention for safety issues:

- **Replace the GFCI** in the kitchen that is not working. Verify that there is power there. Tester was showing no power.
- **Install a New GFCI Weather Box and Outlet** outside by the Fence under the Meter Base where the Wheel Chair Lift is plugged in to. Came loose from house and fell apart. No longer plugging Lift into.
- **Install a new light fixture** above side door. Typical porcelain Lamp Holder. This is on a light switch. Install a new bulb as well. Owner has claimed to have issues with this fixture a few times.
- **The dryer outlet** is being doubled up which is against code. Separate and install a work box for the wire that is running to a different location and run a new line from the work box to the panel on its own breaker. Determine what it is feeding and label that in the panel. For the Dryer electrical supply, run a new line back to the panel on its own breaker. this will bring this portion to code, eliminating the out of panel breaker supplying that dryer outlet.
- **Install a New GFCI and Weather Box** at the front corner of house for the Wheel Chair Lift. Currently it is plugged into the Outside outlet that is being replaced under the electric meter base and pulled from the house. Cord from lift is buried into the ground which is not rated for and the outlet has to be in sight of the appliance being plugged in. Currently it is on the other side of the fence from the wheel chair lift. Should have its own breaker as well.



Check all devices and replace any defective. Check all wiring and replace defective. Install dedicated circuits for furnace, water heater, range, kitchen counter, bathroom and laundry room, as required.

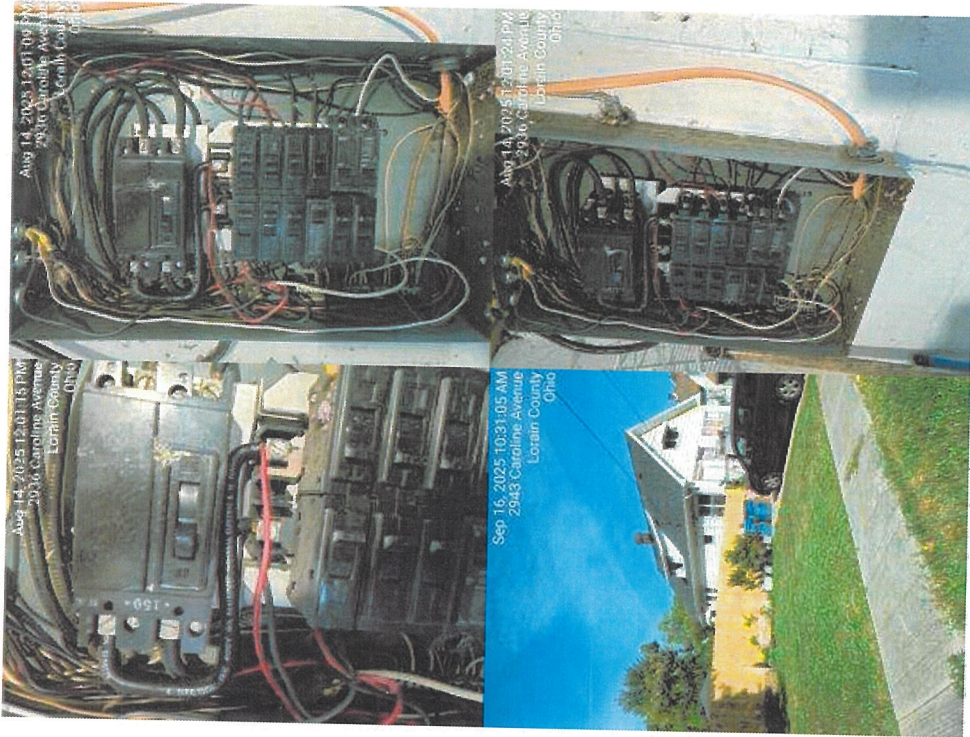
2	0110010010	1.00	Ea	1.00	1 HealthSafety - HealthSafety	\$ 1400
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Task: Install 100 amp Service

**REPLACE 150 AMP ELECTRIC PANEL : ELECTRICAL SERVICE PORTION OF WORK
INSPECTION IS REQUIRED**

POWER GOES OUT ON ITS OWN HAVING TO RESET THE MAIN BREAKER PERIODICALLY. ISSUES FOUND IN PANEL AS WELL AS OTHER LOCATIONS NOTED IN SCOPE.

Replace existing 150 Amp General electric with a 100 Amp 24 Space General Electric, Square "D" Homeline, or Cuttler Hammer Electric Breaker panel. One of 3 brands listed. Currently there are breakers that are doubled up which is not code along with wrong wire sizing. Because of the lack of spaces provided in the current Panel and wire sizing, is why we are going with a 24 space. On our Pre - Inspection Re-attach the water piping ground properly. It is loose and on painted pipe. Replace Meter base with New with a Emergency Disconnect, Mast w/ Weather Head, and new wire from the Weather Head to the Panel. Make sure panel is properly Grounded.



To include all breakers including mains. All circuits to be labeled and balanced. All work to NEC and City of Lorain Code.

Note:

Homeowners' responsible for Power Company disconnects and reconnect.

Job Total Cost: \$ 5200 —

ESTIMATE

Buckeye Electrical Solutions LLC
3145 Broadway
Lorain, OH 44055

Accounting@buckeyeelectricalsolutions.com
+1 (440) 212-7660
buckeyeelectricalsolutions.com



Bill to
Tracy Ellan
City of Lorain, Dept of Building and
Housing

Ship to
Tracy Ellan
City of Lorain, Dept of Building and
Housing

Estimate details

Estimate no.: 3939
Estimate date: 11/20/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Electrical Services	<p>Scope of Work: Electrical Service Upgrade and Circuit Additions Service and Metering For Carmen Caribe at 2936 Caroline Ave</p> <ul style="list-style-type: none">• Demolition and Replacement of Existing Service Remove existing 150-amp electrical service and install a new 100-amp, 24-space load center. All work to comply with NEC and local code requirements.• Metering Equipment Upgrade Remove existing exterior meter and replace with a combination meter-main unit rated for 100 amps. Includes installation of new disconnect if required by local utility.• Mast and Service Entrance Replacement Remove and replace existing mast assembly with new components, including weather head, conduit, and service entrance conductors. Coordinate with utility for proper reconnection and inspection.	1	\$5,200.00	\$5,200.00
2.	Electrical Services	<ul style="list-style-type: none">• Grounding and Bonding Install code-compliant grounding system including ground rods, bonding jumpers, and water pipe bonding as required. Verify continuity and resistance to ensure proper fault path. Interior Electrical Work• GFCI Troubleshooting and Repair	1	\$0.00	\$0.00

Diagnose non-functioning GFCI outlet above kitchen sink.

If no power is present at the outlet, install a dedicated circuit from panel to ensure reliable power delivery.

- Dryer Circuit Installation

Install a new dedicated 240V circuit for dryer.

Existing shared circuit will be isolated to meet code and manufacturer requirements.

3. **Electrical Services**

- Lift Circuit Installation

1

\$0.00

\$0.00

Install a new dedicated circuit for residential lift at front of house.

Circuit will be routed externally in weatherproof conduit with proper support and termination.

Exterior Electrical Enhancements

- Outdoor GFCI Installation

Install bell box GFCI receptacle with in-use bubble cover near meter base.

All components to be rated for outdoor use and tamper/weather resistance.

- Lighting Fixture Installation

Install new exterior light fixture above side door entrance.

Fixture to be securely mounted and tied into existing or new switch leg as needed.

Permits and Compliance

- City Fees and Permits

All required permits, inspections, and utility coordination are included.

Work will be scheduled and performed in compliance with municipal requirements.

Total

\$5,200.00

Accepted date

Accepted by

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: **EHR664**

Job Total: \$ 6,455.28

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

CARMEN CARIBE
2936 CAROLINE

Lorain
Ohio 44052

Contractor Information

Name: G.I.D CONSTRUCTION LLC

Address: ~~1073~~ 1088 ALMIRA Ln

Voice: 440-907-0255

Fax: _____

Email: betitdonelle2018@gmail.com

☎ (216)205-0910



Interior | Main Structure - Electrical Issues | Single Family - Electrical Issues | Basement - Electrical Issues | General - Electrical Issues

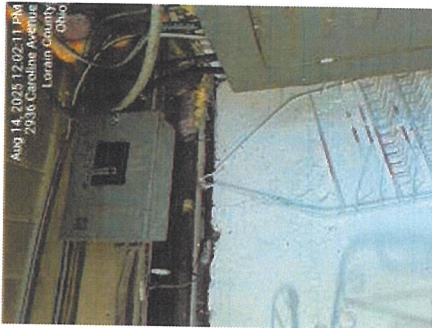
S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0110030102	1.00	EA	1.00	-	\$ _____

Task: Minor Electrical Repairs

ELECTRICAL ISSUES :

There are a couple of items in need of attention for safety issues:

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Check all devices and replace any defective. Check all wiring and replace defective. Install dedicated circuits for furnace, water heater, range, kitchen counter, bathroom and laundry room, as required.

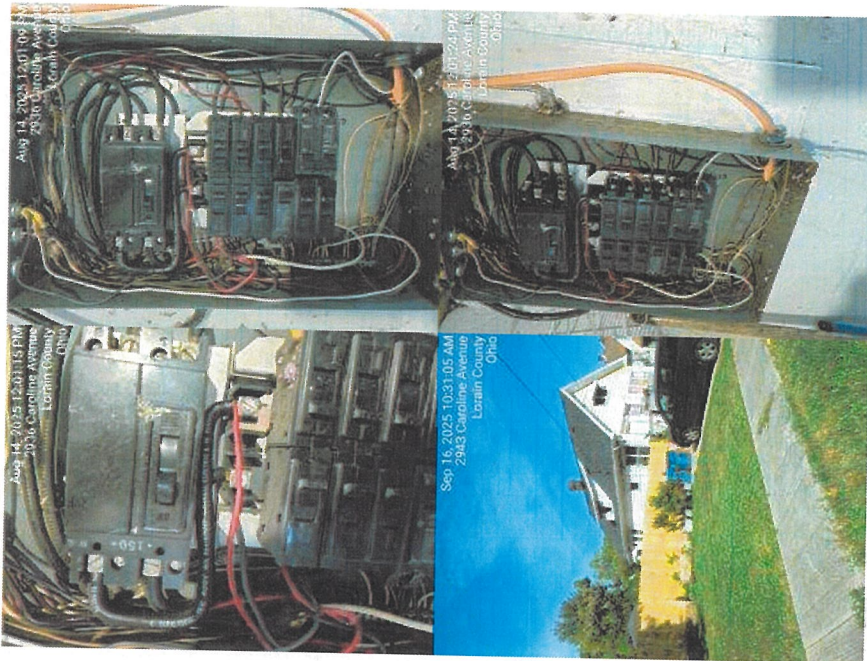
2	0110010010	1.00	Ea	1.00	1 HealthSafety - HealthSafety	\$ _____
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Task: Install 100 amp Service

**REPLACE 150 AMP ELECTRIC PANEL : ELECTRICAL SERVICE PORTION OF WORK
INSPECTION IS REQUIRED**

POWER GOES OUT ON ITS OWN HAVING TO RESET THE MAIN BREAKER PERIODICALLY. ISSUES FOUND IN PANEL AS WELL AS OTHER LOCATIONS NOTED IN SCOPE.

Replace existing 150 Amp General electric with a 100 Amp 24 Space General Electric, Square "D" Homeline, or Cuttler Hammer Electric Breaker panel. One of 3 brands listed. Currently there are breakers that are doubled up which is not code along with wrong wire sizing. Because of the lack of spaces provided in the current Panel and wire sizing, is why we are going with a 24 space. On our Pre - Inspection Re-attach the water piping ground properly. It is loose and on painted pipe. Replace Meter base with New with a Emergency Disconnect, Mast w/ Weather Head, and new wire from the Weather Head to the Panel. Make sure panel is properly Grounded.



To include all breakers including mains. All circuits to be labeled and balanced. All work to NEC and City of Lorain Code.

Note:

Homeowners' responsible for Power Company disconnects and reconnect.

Total for Basement - Electrical Issues: \$ _____

Total Interior Expenditure: \$ _____

Job Total Cost: \$ 6,155.28

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: EHR664

Job Total: \$ 7,975.⁰⁰

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

CARMEN CARIBE
2936 CAROLINE

Lorain
Ohio 44052

Contractor Information

Name: TR Design Build

Address: 33485 Lake Rd. Ste 13 Avon Lake OH 44012

Voice: 440-397-4820

Fax: N/A

Email: info@totalrestorepro.com

☎ (216)205-0910



Interior | Main Structure - Electrical Issues | Single Family - Electrical Issues | Basement -
Electrical Issues | General - Electrical Issues

S.No	Workitem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0110030102	1.00	EA	1.00	-	\$ 2,390. ⁰⁰

Task: Minor Electrical Repairs

ELECTRICAL ISSUES :

There are a couple of items in need of attention for safety issues:

- **Replace the GFCI** in the kitchen that is not working. Verify that there is power there. Tester was showing no power.
- **Install a New GFCI Weather Box and Outlet** outside by the Fence under the Meter Base where the Wheel Chair Lift is plugged in to. Came loose from house and fell apart. No longer plugging Lift into.
- **Install a new light fixture** above side door. Typical porcelain Lamp Holder. This is on a light switch. Install a new bulb as well. Owner has claimed to have issues with this fixture a few times.
- **The dryer outlet** is being doubled up which is against code. Separate and install a work box for the wire that is running to a different location and run a new line from the work box to the panel on its own breaker. Determine what it is feeding and label that in the panel. For the Dryer electrical supply, run a new line back to the panel on its own breaker, this will bring this portion to code, eliminating the out of panel breaker supplying that dryer outlet.
- **Install a New GFCI and Weather Box** at the front corner of house for the Wheel Chair Lift. Currently it is plugged into the Outside outlet that is being replaced under the electric meter base and pulled from the house. Cord from lift is buried into the ground which is not rated for and the outlet has to be in sight of the appliance being plugged in. Currently it is on the other side of the fence from the wheel chair lift. Should have its own breaker as well.



Check all devices and replace any defective. Check all wiring and replace defective. Install dedicated circuits for furnace, water heater, range, kitchen counter, bathroom and laundry room, as required.

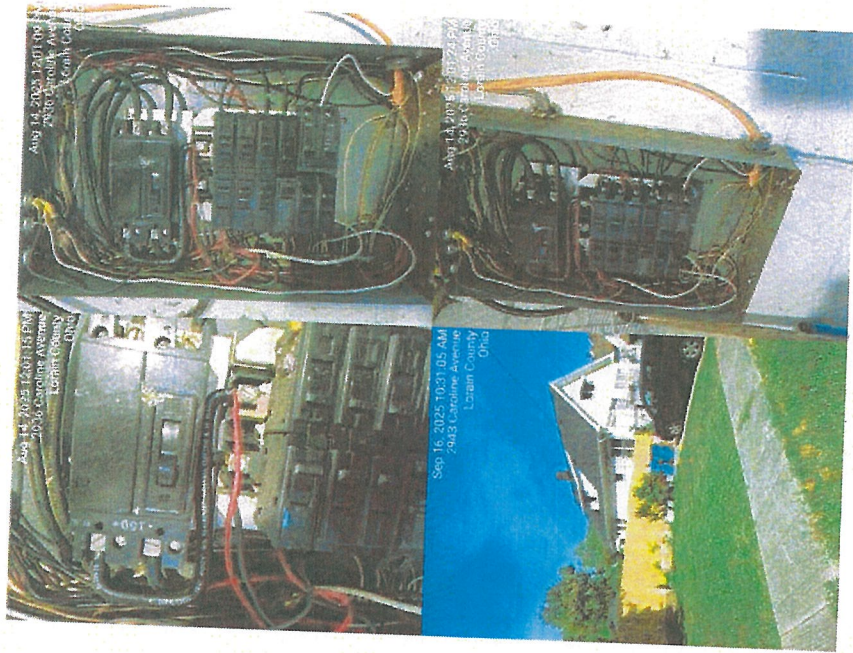
2	0110010010	1.00	Ea	1.00	1 HealthSafety - HealthSafety	\$ <u>5,585</u>
---	------------	------	----	------	-------------------------------	-----------------

Task: Install 100 amp Service

**REPLACE 150 AMP ELECTRIC PANEL : ELECTRICAL SERVICE PORTION OF WORK
INSPECTION IS REQUIRED**

POWER GOES OUT ON ITS OWN HAVING TO RESET THE MAIN BREAKER PERIODICALLY. ISSUES FOUND IN PANEL AS WELL AS OTHER LOCATIONS NOTED IN SCOPE.

Replace existing 150 Amp General electric with a 100 Amp 24 Space General Electric, Square "D" Homeline, or Cuttler Hammer Electric Breaker panel. One of 3 brands listed. Currently there are breakers that are doubled up which is not code along with wrong wire sizing. Because of the lack of spaces provided in the current Panel and wire sizing, is why we are going with a 24 space. On our Pre - Inspection Re-attach the water piping ground properly. It is loose and on painted pipe. Replace Meter base with New with a Emergency Disconnect, Mast w/ Weather Head, and new wire from the Weather Head to the Panel. Make sure panel is properly Grounded.



To include all breakers including mains. All circuits to be labeled and balanced. All work to NEC and City of Lorain Code.

Note:

Homeowners' responsible for Power Company disconnects and reconnect.

Total for Basement - Electrical Issues: \$ 2,390

Total Interior Expenditure: \$ 5,585

Job Total Cost: \$ 7,975.⁰⁰



CITY OF LORAIN

Board of Control

2. m.

Meeting Date: 12/10/2025

Subject:

The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$6,513.00 for replacement of an air conditioning unit as an accommodation under the program guidelines. This will occur at 3224 Camden Ave. Lorain 44055, for William Duncan Jr. Raymond Plumbing and Heating submitted the most complete and cost-effective estimate for the scope of work to be completed for \$5,921.00. The total funds requested, including a 10% contingency of \$592.00, is \$6,513.00. Additional estimates were received from Ray Gidich Heating & Air for \$8,142.00 and EH Roberts for \$5,644.00. The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Duncan BOC Packet



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date:
2. Name of Department Submitting Request:
3. Summary of Report:

4. Name of Vendor:
5. Amount: \$
6. Number of account to be used for funding:
7. VENDOR DETAIL
Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No
9. Is the amount requested due to a change order? Yes No
10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszmir
Director

David Faciana
Chief Building Official

Date: 12-2-2025

Home Repair Program Recommendation

The City of Lorain’s Building, Housing and Planning Department’s Housing Rehab Administrator conducted a site visit on **8-28-2025**, at the home of **WILLIAM DUNCAN**. The current Air Conditioning Unit is not working and because of the age of it, it is not worth Repairing and some of the parts are probably obsolete. The home qualifies for repairs under the Essential Home Repair Program.

A Lead assessment: Lead **was not** located in the work area or outside perimeter.

Based on the submitted estimates, the Housing Rehab Administrator recommends **Raymond Plumbing Heating and Air Conditioning** as the company that submitted the most complete and responsive bid based on the scope released by the Building, Housing and Planning. E H Roberts was the lowest bid and to be awarded. When called about some final documentation needed before entering it into BOC, they decided to remove their quote from the project which prompted The Housing Department to proceed with Raymond’s.

Quote Submissions:

Contractor	Labor Warranty	Estimate	Extended Labor Warranty Option <small>*at homeowner’s expense*</small>
Raymonds Plmg & Htg	3 YRS Labor / 10 Yr parts	\$ 5,921.00	5 Yr - \$163 10 Yr \$ 304.00
Ray Gidich Htg & Air Cond.	2 YRS Labor / 10 Yr Parts	\$ 8,142.00	3 Yr -\$268 5 Yr \$540.00
E H Roberts	1 Year Labor / 10 Yr Parts	\$ 5,644.00	

City of Lorain Estimated..... \$ 5,700.00

Note

- Building, Housing and Planning will keep the homeowner’s acceptance or denial of the extended warrantee on file.

200 West Erie Avenue, 5th Floor, Lorain, Ohio 44052

Building Division: (440) 204-2045 Fax: (440) 204-2540 | Housing & Planning Division: (440) 204-2020 Fax: (440) 204-2080
Cityoflorain.org

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



LORAIN Ohio

Work Write-Up

Case#: **EHR658**

Job Total: \$ 5921-

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

WILLIAM DUNCAN JR
3224 CAMDEN AVE

Lorain
Ohio 44055

Contractor Information

Name: Raymond Plbg + Htg

Address: 1357 Broadway

Voice: _____

Fax: _____

Email: _____

☎ (440)308-9989

Exterior | Main Structure - Air Condition Condenser Replacement | Single Family - Air Condition Condenser Replacement | Exterior Property - A C Condenser Replacement | General - Condenser Replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	012012 001	1.00	EA	1.00	-	\$5921-

Task: Replacement of Central Air Conditioning

INSTALLATION OF AIR CONDITIONING:

This is the replacement of the Central Air Conditioning system that currently exist in this home . This would consist of supplying and installing a New Condenser with a new pad sized to fit, Line sets, filter dryer, a Coil, Disconnect, and modifying the plenum for the existing furnace which is going to remain. For the Disconnect, locate in a better position than it is now. The current installation is poorly installed and the way the electrical whips are positioned. Check the thermostat and thermostat wire to make sure the thermostat and wire are still good. For the Thermostat, if old, Figure on installing a new one that is compatible for the homeowner. **This is based on the existing 2.5 Tons of cooling** that it was originally sized for. **The Rating on the Condenser shall not be less than 16 Seer.**





Total for Exterior Property - A C Condenser Replacement: \$ _____

Total Exterior Expenditure: \$ _____

Job Total Cost: \$ 5921 -



Proposed by: Michael Sherrill
 1351 Broadway Avenue
 Lorain, OH 44052
 Tel : 440-244-5584
 msherrill@simplifiedfacilities.com
 http://
 www.raymondplumbing.com/
 License: #14559

William Duncan
 3224 Camden Ave
 Lorain, OH 44055
 Tel : 440-308-9989
 nicara_garcia@cityoflorain.org



MODELS

Carrier

26SPA624W003

- Performance Series
- Single-Stage
- Air Conditioner
- 10 year parts limited warranty (including compressor and coil) with timely registration
- Equipment must be registered within 90 days of original installation

Carrier

CVAVA2414XMA

- Evaporator Coil
- 10 year parts warranty with timely registration

Carrier

Honeywell T-4

5 YEAR PART

BETTER
 Your Investment
\$7,059

Your Investment if Paid in Cash
 in Full
\$7,059



GOOD
 Your Investment
\$6,006



BUDGET
 Your Investment
\$5,921

MODELS

Carrier 26SCA424N003

- Comfort Series
- Single-Stage
- Air Conditioner
- 10 year parts limited warranty (including compressor and coil) with timely registration

Carrier CVAVA2414XMA

- Evaporator Coil
- 10 year parts warranty with timely registration

Carrier Honeywell T-4

5 YEAR PART

Your Investment if Paid in Cash
 in Full
\$6,006

MODELS

Payne PA4SAN52400N

- PA4SAN5
- Single Stage
- Air Conditioner

Carrier CVAVA2414XMA

- Evaporator Coil
- 10 year parts warranty with timely registration

Carrier Honeywell T-4

5 YEAR PART

Your Investment if Paid in Cash
 in Full
\$5,921



INCLUDED SERVICES:

- SATISFACTION GUARANTEED
 - EXPLAIN SYSTEM OPERATION.
 - 3 YEAR LABOR WARRANTY ON MANUFACTURER PARTS REPLACEMENT ON CARRIER EQUIPMENT TO ORIGINAL PURCHASER. NOTE: REGULAR SCHEDULED MAINTENANCE REQUIRED OR WARRANTY IS VOID (FOR A/C OR HEAT PUMP)
 - REMOVE AND DISPOSE OF OLD EQUIPMENT.
 - DUCT WORK MODIFICATIONS
 - REGISTER EQUIPMENT WARRANTY WITH MFG.
 - PERMIT FEES (as required).
 - RAYMOND PLUMBING AND HEATING LLC TO REGISTER ALL INSTALLED EQUIPMENT WITH MANUFACTURER TO RECEIVE THE 10 YEAR PARTS WARRANTY (TO THE ORIGINAL PURCHASER)
 - A/C REPLACEMENT WITH NEW ELECTRICAL WHIP, DISCONNECT, GRAVEL, PAD AND FLUSH EXISTING LINE SET. LOCKING SERVICE PORT CAPS.
-

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: EHR658

Job Total: \$ 8,142⁰⁰

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

WILLIAM DUNCAN JR
3224 CAMDEN AVE

Lorain
Ohio 44055

Contractor Information

Name: RAY G. DICK INC & AC

Address: 206 W 11TH ST

Voice: 440 245 1772

Fax: 440 245 9669

Email: Tony @ RAYG.DICK.COM

☎ (440)308-9989



Exterior | Main Structure - Air Condition Condenser Replacement | Single Family - Air Condition Condenser Replacement | Exterior Property - A C Condenser Replacement | General - Condenser Replacement

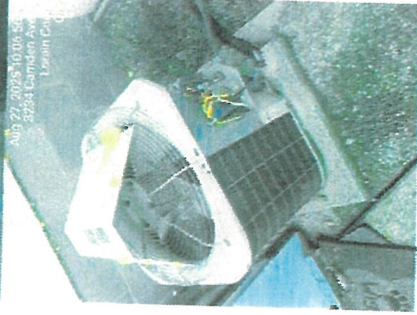
S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	012012 001	1.00	EA	1.00	-	\$ _____

Task: Replacement of Central Air Conditioning

INSTALLATION OF AIR CONDITIONING:

This is the replacement of the Central Air Conditioning system that currently exist in this home . This would consist of supplying and installing a New Condenser with a new pad sized to fit, Line sets, filter dryer, a Coil, Disconnect, and modifying the plenum for the existing furnace which is going to remain. For the Disconnect, locate in a better position than it is now. The current installation is poorly installed and the way the electrical whips are positioned. Check the thermostat and thermostat wire to make sure the thermostat and wire are still good. For the Thermostat, if old, Figure on installing a new one that is compatible for the homeowner. **This is based on the existing 2.5 Tons of cooling that it was originally sized for. The Rating on the Condenser shall not be less than 16 Seer.**





Total for Exterior Property - A C Condenser Replacement: \$ 8,142⁰⁰

Total Exterior Expenditure: \$ 0

Job Total Cost: \$ 8,142⁰⁰

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: **EHR658** (2 options)
Job Total: \$ 6010 and \$ 5644

Property Information

Bid Closing Date: 10-29-2025
Bid Opening Date: _____

Owner Information

WILLIAM DUNCAN JR
3224 CAMDEN AVE

Lorain
Ohio 44055

Contractor Information

Name: E. H Roberts
Address: 2312 North Ridge Rd.
Voice: 440-342-0903
Fax: _____
Email: Eric@ehberts.com

☎ (440)308-9989

Exterior | Main Structure - Air Condition Condenser Replacement | Single Family - Air Condition Condenser Replacement | Exterior Property - A C Condenser Replacement | General - Condenser Replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	012012 001	1.00	EA	1.00	-	\$ _____

Task: Replacement of Central Air Conditioning

INSTALLATION OF AIR CONDITIONING:

This is the replacement of the Central Air Conditioning system that currently exist in this home . This would consist of supplying and installing a New Condenser with a new pad sized to fit, Line sets, filter dryer, a Coil, Disconnect, and modifying the plenum for the existing furnace which is going to remain. For the Disconnect, locate in a better position than it is now. The current installation is poorly installed and the way the electrical whips are positioned. Check the thermostat and thermostat wire to make sure the thermostat and wire are still good. For the Thermostat, if old, Figure on installing a new one that is compatible for the homeowner. **This is based on the existing 2.5 Tons of cooling** that it was originally sized for. **The Rating on the Condenser shall not be less than 16 Seer.**





Aug 27, 2025 10:01:55 AM
3224 Camden Avenue
Lorain County
Ohio

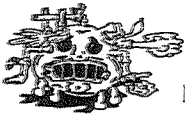


Aug 27, 2025 10:06:56 AM
3224 Camden Avenue
Lorain County
Ohio

Total for Exterior Property - A C Condenser Replacement: \$ _____

Total Exterior Expenditure: \$ _____

Job Total Cost: \$ _____



RAYGIDICH
HEATING & AIR CONDITIONING, INC.
206 West 11Th Street • Lorain, Ohio 44052

(440) 245-1772 1-800-589-7771

PROPOSAL

Page No. _____ of _____ pages

JOB NAME/NO	
LOCATION BASEMENT FURNACE - AC BEHIND	
PHONE 440-308-9989	DATE 11/6/2025

TO: WILLIAM DUNCAN
3224 CAMDEN AVE
LORAIN, OH 44055

We hereby submit specifications and estimates for:

REMOVE EXISTING AC. ALL EQUIPMENT AND ENVIRONMENTAL DISPOSALS.
 INSTALL WITH EXISTING FURNACE, NEW TWO AND A HALF TON SPLIT SYSTEM AIR CONDITIONING.
 NEW AC INDOOR EVAPORATOR COIL. SHEET METAL TRANSITIONS TO EXISTING AIR DUCT.
 NEW OUTDOOR AC CONDENSER. NEW LEVELED PRE POUR CONCRETE AC PAD IN OWNERS LOCATION.
 NEW REFRIGERATION LINES AND FILTER DRYER FROM INDOOR COIL TO OUTDOOR UNIT.
 AC DRAIN LINE PIPING WITH CONDENSATION PUMP TO EXISTING FLOOR DRAIN.
 AC ELECTRICAL CIRCUIT WIRING, WITH NEW FUSED DISCONNECT RELOCATED AT OUTDOOR UNIT.
 EXISTING DIGITAL THERMOSTAT AND WIRING.
 ALL MANUFACTURERS TEN YEAR PART WARRANTY. ALL RAY GIDICH TWO YEAR LABOR WARRANTY.
 ALL MATERIALS NECESSARY, TAX, PERMITS, AND LABOR.

USE: HEIL N5A8T36AKAWA 16 SEER 2 AC UNIT

@ \$ 8,142.00

***RAY GIDICH GIVES NO WARRANTY ON EXISTING FURNACE OR ITS PERFORMANCE!**

****AC EQUIPMENT CANNOT ACHIEVE SEER RATINGS DUE TO EXISTING FURNACE AND DUCTING!**

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:

CREDIT CARD PAYMENTS ARE SUBJECT TO 3% PROCESSING FEES! dollars \$

Payable as follows:

NO MONEY DOWN! DUE IN FULL UPON COMPLETION.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------



CITY OF LORAIN

Board of Control

2. n.

Meeting Date: 12/10/2025

Subject:

The Building, Housing and Planning Department (BHP) requests approval for an Essential Home Repair loan in the amount of \$13,860.00 for a roof replacement at 3909 Woodward Ave Lorain 44055 for Melinda Gray.

R. Hammond Construction submitted the most complete and cost-effective estimate for the scope of work to be completed for \$12,600.00. The total funds requested, including a 10% contingency of \$1,260.00, is \$13,860.00.

Additional estimates were received from JenMet Construction for \$15,270.00 and Green Home Solution for \$19,250.00. Neither amount include a contingency.

The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Gray BOC Packet



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date:
2. Name of Department Submitting Request:
3. Summary of Report:
4. Name of Vendor:
5. Amount: \$
6. Number of account to be used for funding:
7. VENDOR DETAIL
Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No
9. Is the amount requested due to a change order? Yes No
10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

Date: 11-14-2025

Home Repair Program Recommendation

The City of Lorain’s Building, Housing and Planning Department’s Housing Rehab Administrator conducted a site visit on **8-27-2025**, at the home of **Melinda Gray 3909 Woodward Ave.** to look at her Roof. The current roof apparently has a leak in one area, some bad shingles, misc. areas of possible issues and missing gutters. The home qualifies for repairs under the Essential Home Repair Program.

A Lead assessment: Lead **was not** located in the work area or outside perimeter.

Based on the submitted estimates, the Housing Rehab Administrator recommends **R.HAMMOND CONSTRUCTION** as the company that submitted the most complete and responsive bid based on the scope released by the Building, Housing and Planning.

Quote Submissions:

Contractor	Labor Warranty	Estimate	Extended Labor Warranty Option *at homeowner’s expense*
JENMET CONSTRUCTION	5 YEARS / 30 YR MATERIAL	\$ 15,270.00	5 YEARS - \$0.00
R. HAMMOND CONST.	5 YEARS / 30 YR MATERIAL	\$ 12,600.00	3 YEARS - \$ 200.00
GREEN HOME SOLUTION	1 YEAR / 30 YR MATERIAL	\$ 19,250.00	Did Not Offer Any

CITY OF LORAIN ESTIMATED COST FOR JOB \$ 14,955.00

Note

- This includes Gutters and Downspouts to be replaced.
- Building, Housing and Planning will keep the homeowner’s acceptance or denial of the extended warrantee on file.

City of Lorain
200 W Erie Avenue
Lorain, Ohio 44052
Phone: 440-204-2020



Work Write-Up

Case# EHR663
Job Total \$ 12,600⁰⁰

Property Information

Bid Closing Date: _____
Bid Opening Date: _____

Owner Information

MELINDA GRAY
3305 WOODWARD AVE

Lorain
Ohio 44055

Contractor Information

Name: R. HAMMOND CONSTRUCTION
Address: 26097 CAPEL RD GRAFTON OH 44044
Voice: 440-822-9386
Fax: _____
Email: LUKE@RHAMMONDCONSTRUCTION.COM

J (440) 654-8147

City of Lorain
200 W Erie Avenue
Lorain, Ohio 44052
Phone: 440-204-2020



Work Write-Up

Case#: EHR563
Job Total \$ 12,600⁰⁰

Property Information

Bid Closing Date: _____
Bid Opening Date: _____

Owner Information

MELINDA GRAY
3305 WOODWARD AVE

Lorain
Ohio 44055

Contractor Information

Name: R. HAMMOND CONSTRUCTION
Address: 36097 CAPEL RD GRAFTON OH 44044
Voice: 440-822-9386
Fax: _____
Email: LUKE@RHAMMONDCONSTRUCTION.COM

(440)654-8147
■

Exterior | Main Structure - Roof Replacement | Single Family - Roof Replacement | Roof - Roof Replacement | Roof - Roof Replacement

SLNo	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0070010010	18.00	SQU	1.00		\$ 10,950 ⁰⁰

Task: Tear Off Roof and Install New

WARRANTY ON LABOR TO BE QUOTED AS FOLLOWS FOR THIS SCOPE: LABOR TO BE QUOTED AT 5 YEARS AND MATERIAL TO BE QUOTED AT MINIMAL 30 YEARS

Effective April 22, 2010, if you are working on homes built pre-1978, you must be minimum EPA RRP Lead Certified.

Remove existing roofing, haul, and dispose of old roofing materials. Use a magnet to do a sweep for nails on the ground during clean up. Contractor responsible for any house, yard, driveway, or sidewalk damage to property caused by them while work is to be done.

Check sheathing and report damage. Submit a price per Linear Foot for replacement of decking if it is determined that bad sections of wood is found during tear off. **Note: If there is damaged wood or issues, the Housing Rehab Administrator needs to be notified at the time of findings. Pictures will need to be taken and an estimate on the repair will need to be submitted on a Change order and signed by the Homeowner once approved by the Administrator.**

NOTE: Allow for (4) Sheets of 7/16" sheets of OSB in this quote. If any repairs exceed the 4 sheets allowed in the quote, then your cost per foot will be in place. The price per foot for any repairs if needed shall be listed on this quote or in you estimate.

Price per linear foot \$ 96.00 PER SHEET, \$ 4.50 LF FOR 1x MATERIAL

Install drip edge on all edges.

Use Ice Barrier, self-adhering polymer modified bitumen sheet (ICE GUARD) shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24" the exterior of the building. Per HUD specifications, minimal #15 lb. felt paper underlayment shall be used. # 30 lb. felt or Synthetic can be used at the contractors discretion but not required in the quote.

Use Limited Lifetime Warranty Class A Dimensional Shingle, minimum 110MPH wind resistance, AR laminate shingle or equal. **3 Tab Shingles are not Permitted.** To be nailed with at least four (4) nails per shingle, no staples. Install 5/8" exposure to the weather, and in compliance with the manufacturers written instructions.

Install 3 new Roof Louver Box Vents for proper ventilation of attic if venting. There are already 3 Box Vents currently in place, so we will use the same method of venting for this quote. Caps will be turned away from weather. There is Gable Vents in the attic currently.

Install drip edge on all edges.

Use Ice Barrier, self-adhering polymer modified bitumen sheet (ICE GUARD) shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24" the exterior of the building. Per HUD specifications, minimal #15 lb. felt paper underlayment shall be used. # 30 lb. felt or Synthetic can be used at the contractors discretion but not required in the quote.

Use Limited Lifetime Warranty Class A Dimensional Shingle, minimum 110MPH wind resistance, AR laminate shingle or equal. **3 Tab Shingles are not Permitted.** To be nailed with at least four (4) nails per shingle, no staples. Install 5-7/8" exposure to the weather, and in compliance with the manufacturers written instructions.

Remove all debris from gutter.

Replace all flashing and valleys if the existing roof currently has them installed and (use "W" or "V" formed Galvanized Metal and/or Laced Valleys).

Warranty certificates are to be given to homeowner (copy to inspector). Care to be taken to protect neighboring, surrounding and homeowner's property.

Note:

Low Slope (2" in 12" to less than 4" in 12"). Apply Ice Barrier starter strip at underlayment over drip edge at eaves. Use only enough fasteners to hold in place.

The material specified will be the **SBS - Self Adhering Cap Sheet Roll**. This is the Roofing Material of choice for quoting purposes.

FLAT ROOFS: EPDM RUBBER MEMBRANE ROOFS WILL BE THE MATERIAL OF CHOICE

Note: Permits and inspections Required (Ice Guard, Drip Edge, Flashings etc. Before Shingles) Then after Completion

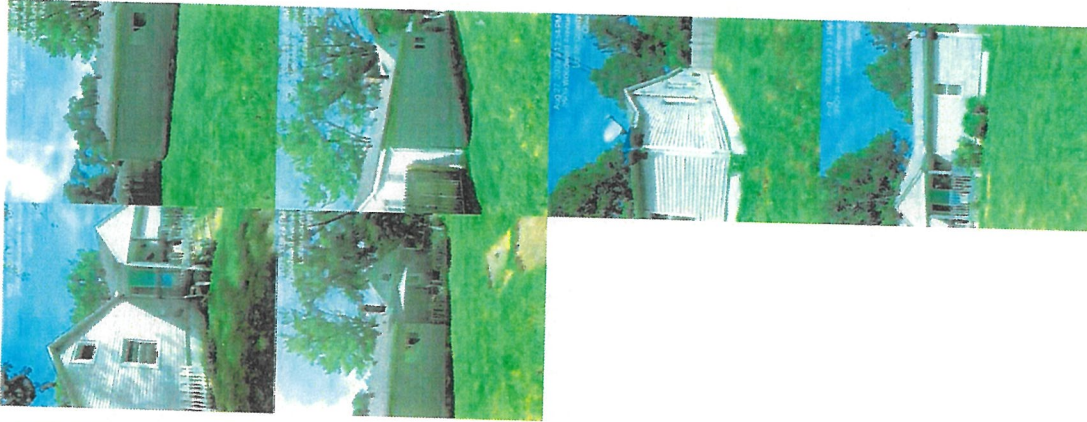
Include additional documents for cost of 3 year extended labor warranty (if offered). Submit cost separate from the quote as it will be at homeowner's expense should they chose to purchase the warranty. List the cost of the warranty on this quote and circle Accept or Decline on the response from the customer

Cost : \$ Decline or Accept

BRAND OF SHINGLES TO BE USED: CERTAINTEED OWENS CORNING GAF ATLAS (CIRCLE ONE) LIST IF DIFFERENT CHOICE

WARRANTY ON SHINGLES (Years): 30

LABOR ON WARRANTY (Years): 5



Review Specs and Job Requirements Below:

JOB DESCRIPTION & STANDARDS

- Garage roofs and gutter systems are permitted to be replaced under this program ONLY if they are ATTACHED to the house
- All materials installed shall be compliant with manufacturer recommendations
- Permits shall be pulled with the Lorain Building Dept. prior to starting the job (include permit fee in submitted bid)
- Jobsite is to be kept clean and neat. Landscaping should be covered with tarp and properly swept magnetically
- Contractor responsible for hauling away all material and dumpster placement must comply with City Ordinance
- Gutters are to be installed using hidden hangers or gutter screws. Gutter spikes CANNOT be used.
- Any damages that occur during the work of the project will be the responsibility of the contractor to fix or pay for.
- Contractor is responsible for communicating with the homeowner the start day within 1 week of receiving the P.O.
- Change orders shall be filed with BHP Staff before the contractor will be compensated for any "unforeseen" work
- All shall work be compliant with all applicable building codes and City of Lorain Ordinances
- Work shall be inspected and passed by BHP Staff prior to release of payment for the job

ATTENTION BHP is not responsible for any errors in the data above. Contractor must perform their own inspection to determine material quantities and scope of work.

Exterior | Main Structure - Roof Replacement | Single Family - Roof Replacement | Roof - Roof Replacement | Roof - Gutters and Downspouts

Site	Work Item Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	007000000	1125.000	SF	1.00		\$ 4,650.00

Task: Install New Gutters

GUTTERS AND DOWNSPOUTS:

Replace existing Gutters and Downspouts with new and add the one missing on the front porch.

Install 5" K type, seamless, .027 aluminum gutter, downspout, concrete splash blocks and accessories to service entire dwelling. Ensure gutters have proper fall to prevent standing water. Install downspouts at each corner and major offset with straps 3' on center. Splash blocks to be installed so as to direct water away from house. Install per manufacturer's instructions. Color choice by owner.

Total for Roof - Roof Replacement \$ 10,950⁰⁰

Total Exterior Expenditure: \$ 12,600⁰⁰

Job Total Cost: \$ 12,600⁰⁰

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: **EHR663**

Job Total: \$ 15,270

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

MELINDA GRAY
3909 WOODWARD AVE

Lorain
Ohio 44055

Contractor Information

Name: Jenmet Construction, LLC
Address: 5000 Pearl Ave, Lorain OH 44055
Voice: 440-476-7550
Fax: 440-508-5474
Email: jennifer@jenmet.com

Cell-

☎ (440)654-8147



Shawn Gray
440-654-8416

Exterior | Main Structure - Roof Replacement | Single Family - Roof Replacement | Roof - Roof Replacement | Roof - Roof Replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0070010010	18.00	SQU	1.00		\$ 13,125

Task: Tear Off Roof and Install New

*** WARRANTY ON LABOR TO BE QUOTED AS FOLLOWS FOR THIS SCOPE : LABOR TO BE QUOTED AT 5 YEARS AND MATERIAL TO BE QUOTED AT MINIMAL 30 YEARS ***

Effective April 22, 2010, if you are working on homes built pre-1978, you must be minimum EPA RRP Lead Certified.

- Remove existing roofing, haul, and dispose of old roofing materials. Use a magnet to do a sweep for nails on the ground during clean up. Contractor responsible for any house, yard, driveway, or sidewalk damage to property caused by them while work is to be done.
- ■ Check sheathing and report damage. Submit a price per Linear Foot for replacement of decking if it is determined that bad sections of wood is found during tear off. **Note:** If there is damaged wood or issues, the **Housing Rehab Administrator needs to be notified** at the time of findings. Pictures will need to be taken and an estimate on the repair will need to be submitted on a Change order and signed by the Homeowner once approved by the Administrator.

NOTE: Allow for (4) Sheets of 7/16" sheets of OSB in this quote. If any repairs exceed the 4 sheets allowed in the quote, then your cost per foot will be in place. The price per foot for any repairs if needed shall be listed on this quote or in you estimate.

7/16 OSB \$85/sheet
 1 x material = \$13/lf 2 x material = \$14/lf

Price per linear foot \$

- Install drip edge on all edges.
- Use Ice Barrier, self-adhering polymer modified bitumen sheet (ICE GUARD) shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24" the exterior of the building. Per HUD specifications, minimal #15 Lb. felt paper underlayment shall be used. # 30 Lb. felt or Synthetic can be used at the contractors discretion but not required in the quote.
- **Use Limited Lifetime Warranty Class A Dimensional Shingle, minimum 110MPH wind resistance, AR laminate shingle or equal. 3 Tab Shingles are not Permitted.** To be nailed with at least four (4) nails per shingle, no staples. Install 5-7/8" exposure to the weather, and in compliance with the manufacturers written instructions.
- **Install 3 new Roof Louver Box Vents** for proper ventilation of attic if venting. There are already 3 Box Vents currently in place, so we will use the same method of venting for this quote. Caps will be turned away from weather. There is Gable Vents in the attic currently.
- Install drip edge on all edges.
- Use Ice Barrier, self-adhering polymer modified bitumen sheet (ICE GUARD) shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24" the exterior of the building. Per HUD specifications, minimal #15 Lb. felt paper underlayment shall be used. # 30 Lb. felt or Synthetic can be used at the contractors discretion but not required in the quote.
- **Use Limited Lifetime Warranty Class A Dimensional Shingle, minimum 110MPH wind resistance, AR laminate shingle or equal. 3 Tab Shingles are not Permitted.** To be nailed with at least four (4) nails per shingle, no staples. Install 5-7/8" exposure to the weather, and in compliance with the manufacturers written instructions.
- Remove all debris from gutter.
- Replace all flashing and valleys if the existing roof currently has them installed and (use "W" or "V" formed Galvanized Metal and/or Laced Valleys).
- Warranty certificates are to be given to homeowner (copy to inspector). Care to be taken to protect neighboring, surrounding and homeowner's property.

Note:
 Low Slope (2" in 12" to less than 4" in 12"). Apply Ice Barrier starter strip at underlayment over drip edge at eaves. Use only enough fasteners to hold in place.
 The material specified will be the **SBS - Self Adhering Cap Sheet Roll**. This is the Roofing Material of choice for quoting purposes.

FLAT ROOFS : EPDM RUBBER MEMBRANE ROOFS WILL BE THE MATERIAL OF CHOICE.

Note: Permits and inspections Required (Ice Guard, Drip Edge, Flashings etc. Before Shingles) Then after Completion

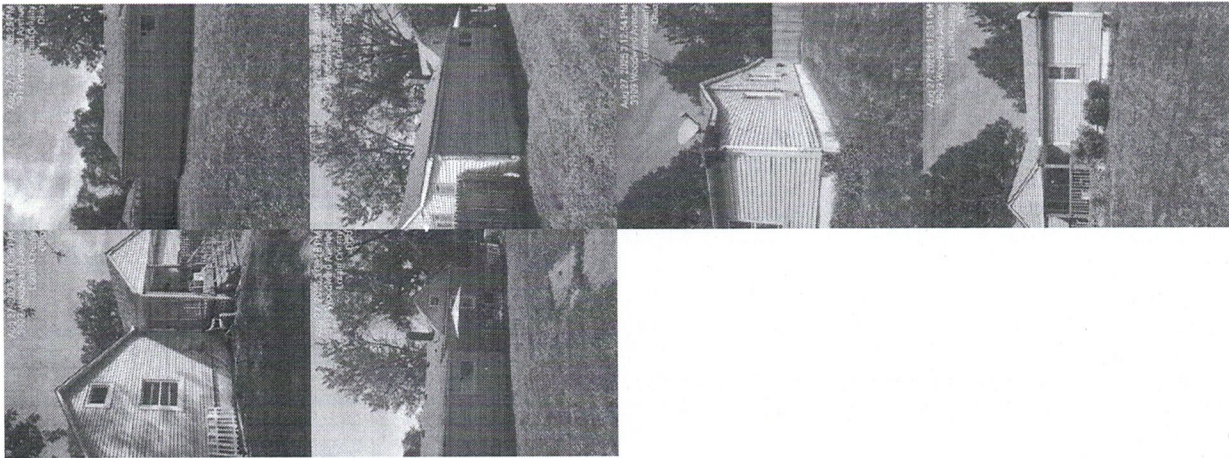
Include additional documents for cost of 3 year extended labor warranty (if offered). Submit cost separate from the quote as it will be at homeowner's expense should they chose to purchase the warranty. List the cost of the warranty on this quote and circle Accept or Decline on the response from the customer

Cost : \$ 0 Decline or Accept

BRAND OF SHINGLES TO BE USED : CERTAIN TEED OWENS CORNING GAF ATLAS (CIRCLE ONE) LIST IF DIFFERENT CHOICE:

WARRANTY ON SHINGLES (Years) : Limited Lifetime

LABOR ON WARRANTY (Years) : 10



Review Specs and Job Requirements Below:

JOB DESCRIPTION & STANDARDS

- Garage roofs and gutter systems are permitted to be replaced under this program ONLY if they are ATTACHED to the house
- All materials installed shall be compliant with manufacturer recommendations
- Permits shall be pulled with the Lorain Buidng Dept. prior to starting the job (include permit fee in submitted bid)
- Jobsite is to be kept clean and neat. Landscaping should be covered with a tarp and property swept magnetically
- Contractor responsible for hauling away all material and dumpster placement must comply with City Ordinance
- Gutters are to be installed using hidden fasteners or gutter screws. Gutter spikes CANNOT be used.
- Any damages that occur during the work of the project will be the responsibility of the contractor to fix or pay for
- Contractor is responsible for communicating wth the homeowner the start day within 1 week of receiving the P.O.
- Change order shall be filed with BHP Staff before the contractor will be compensated for any "unforeseen" work
- All shall work be compliant will all applicable building codes and City of Lorain Ordinances
- Work shall be inspected and passed by BHP Staff prior to release of payment for the job
- ♦ **ATTENTION ♦** BHP is not responsible for any errors in the data above. Contractor must perform their own inspection to determine material quantities and scope of work.

Exterior | Main Structure - Roof Replacement | Single Family - Roof Replacement | Roof - Roof Replacement | Roof - Gutters and Downspouts

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0070030020	165.00	LF	1.00	-	\$ <u>2,145</u>

Task: Install New Gutters

GUTTERS AND DOWNSPOUTS :

Replace existing Gutters and Downspouts with new and add the one missing on the front porch.

Install 5", K type, seamless, .027 aluminum gutter, downspout, concrete splash blocks and accessories to service entire dwelling. Ensure gutters have proper fall to prevent standing water. Install downspouts at each corner and major offset with straps 3' on center. Splash blocks to be installed so as to divert water away from house. Install per manufacturers instructions. Color choice by owner.

Total for Roof - Roof Replacement: \$ 13,125

Total Exterior Expenditure: \$ 15,270

Job Total Cost: \$ 15,270

City of Lorain
200 W Erie Avenue
Lorain, Ohio 44052
Phone: 440-204-2020



Work Write-Up

Case#: EHR663
Job Total: \$ 19250

Property Information

Bid Closing Date: _____
Bid Opening Date: _____

Owner Information
MELINDA GRAY
3909 WOODWARD AVE

Lorain
Ohio 44055

Contractor Information
Name: Green Home Solution
Address: 4900 Broadpark rd.
Voice: Cleveland Ohio
Fac: 216-459-8800
Email: _____

(440)654-8147

Exterior | Main Structure - Roof Replacement | Single Family - Roof Replacement | Roof - Roof Replacement | Roof - Roof Replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0070010000	18.00	SQU	1.00	-	\$ 76,500

Task: Tear Off Roof and Install New

*** WARRANTY ON LABOR TO BE QUOTED AS FOLLOWS FOR THIS SCOPE : LABOR TO BE QUOTED AT 5 YEARS AND MATERIAL TO BE QUOTED AT MINIMAL 30 YEARS ***

Effective April 22, 2010, if you are working on homes built pre-1978, you must be minimum EPA RRP Lead Certified.

Remove existing roofing, haul, and dispose of old roofing materials. Use a magnet to do a sweep for nails on the ground during clean up. Contractor responsible for any house, yard, driveway, or sidewalk damage to property caused by them while work is to be done.

- Check sheathing and report damage. Submit a price per Linear Foot for replacement of decking if it is determined that bad sections of wood is found during tear off. **Note: If there is damaged wood or issues, the Housing Rehab Administrator needs to be notified at the time of findings. Pictures will need to be taken and an estimate on the repair will need to be submitted on a Change order and signed by the Homeowner once approved by the Administrator.**

NOTE: Allow for (4) Sheets of 7/16" sheets of OSB in this quote. If any repairs exceed the 4 sheets allowed in the quote, then your cost per foot will be in place. The price per foot for any repairs if needed shall be listed on this quote or in you estimate.

Price per linear foot \$ 8

Install drip edge on all edges.

Use Ice Barrier, self-adhering polymer modified bitumen sheet (ICE GUARD) shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24" the exterior of the building. Per HUD specifications, minimal #15 Lb. felt paper underlayment shall be used. # 30 Lb. felt or Synthetic can be used at the contractors discretion but not required in the quote.

Use Limited Lifetime Warranty Class A Dimensional Shingle, minimum 110MPH wind resistance, AR laminate shingle or equal. **3 Tab Shingles are not Permitted.** To be nailed with at least four (4) nails per shingle, no staples. Install 5-7/8" exposure to the weather, and in compliance with the manufacturers written instructions.

Install 3 new Roof Lower Box Vents for proper ventilation of attic if venting. There are already 3 Box Vents currently in place, so we will use the same method of venting for this quote. Caps will be turned away from weather. There is Gable Vents in the attic currently.

Install drip edge on all edges.

Use Ice Barrier, self-adhering polymer modified bitumen sheet (ICE GUARD) shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point at least 24" the exterior of the building. Per HUD specifications, minimal #15 Lb. felt paper underlayment shall be used. # 30 Lb. felt or Synthetic can be used at the contractors discretion but not required in the quote.

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Remove all debris from gutter.

Replace all flashing and valleys if the existing roof currently has them installed and (use "W" or "V" formed Galvanized Metal and/or Laced Valleys).

Warranty certificates are to be given to homeowner (copy to inspector). Care to be taken to protect neighboring, surrounding and homeowner's property.

Note:

Low Slope (2" in 12" to less than 4" in 12"). Apply Ice Barrier starter strip at underlayment over drip edge at eaves. Use only enough fasteners to hold in place.

The material specified will be the **SBS - Self Adhering Cap Sheet Roll**. This is the Roofing Material of choice for quoting purposes.

FLAT ROOFS: EPDM RUBBER MEMBRANE ROOFS WILL BE THE MATERIAL OF CHOICE.

Note: Permits and inspections Required (Ice Guard, Drip Edge, Flashings etc. Before Shingles) Then after Completion

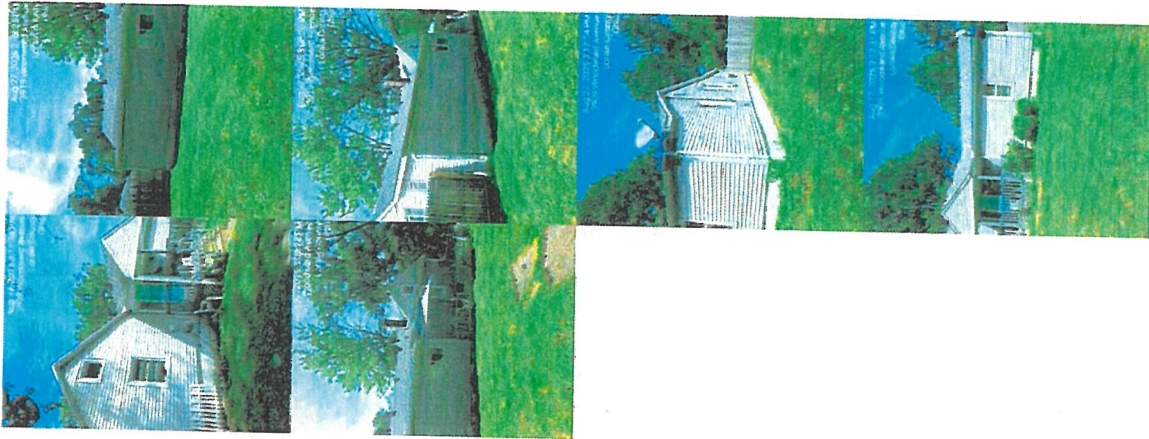
Include additional documents for cost of 3 year extended labor warranty (if offered). Submit cost separate from the quote as it will be at homeowner's expense should they chose to purchase the warranty. List the cost of the warranty on this quote and circle Accept or Decline on the response from the customer

Cost : \$ Decline or Accept

BRAND OF SHINGLES TO BE USED: CERTAIN TEED OWENS CORNING GAF ATLAS (CIRCLE ONE) LIST IF DIFFERENT CHOICE.

WARRANTY ON SHINGLES (Years): 30 Year

LABOR ON WARRANTY (Years): 1



Review Specs and Job Requirements Below.

JOB DESCRIPTION & STANDARDS

- Garage roofs and gutter systems are permitted to be replaced under this program ONLY if they are ATTACHED to the house
 - All materials installed shall be compliant with manufacturer recommendations
 - Permits shall be pulled with the Lorain Building Dept. prior to starting the job (include permit fee in submitted bid)
 - Jobsite is to be kept clean and neat. Landscaping should be covered with a tarp and property swept magnetically
 - Contractor responsible for hauling away all material and dumpster placement must comply with City Ordinance
 - Gutters are to be installed using hidden fasteners or gutter screws. Gutter spikes CANNOT be used.
 - Any damages that occur during the work of the project will be the responsibility of the contractor to fix or pay for
 - Contractor is responsible for communicating with the homeowner the start day within 1 week of receiving the P.O.
 - Change order shall be filed with BHP Staff before the contractor will be compensated for any "unforeseen" work
 - All shall work be compliant with all applicable building codes and City of Lorain Ordinances
 - Work shall be inspected and passed by BHP Staff prior to release of payment for the job
- ATTENTION** BHP is not responsible for any errors in the data above. Contractor must perform their own inspection to determine material quantities and scope of work.

Exterior | Main Structure - Roof Replacement | Single Family - Roof Replacement | Roof - Roof Replacement | Roof - Gutters and Downspouts

S.No	Work Item Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0070030020	16500	LF	1.00		\$ <u>27,500</u>

Task: Install New Gutters

GUTTERS AND DOWNSPOUTS :

Replace existing Gutters and Downspouts with new and add the one missing on the front porch.

Install 5", K type, seamless, .027 aluminum gutter, downspout, concrete splash blocks and accessories to service entire dwelling. Ensure gutters have proper fall to prevent standing water. Install downspouts at each corner and major offset with straps 3' on center. Splash blocks to be installed so as to divert water away from house. Install per manufacturer's instructions. Color choice by owner.

Total for Roof - Roof Replacement: \$ 16,500

Total Exterior Expenditure: \$ 2,750

Job Total Cost: \$ 19,250



CITY OF LORAIN

Board of Control

2. o.

Meeting Date: 12/10/2025

Subject:

The Building, Housing and Planning Department (BHP) requests approval for a Home Repair loan in the amount of \$6,512.00 to replace the porch at 3040 Chris Ave., for Alido Marrero.

Eiffel Builders submitted the most complete and cost-effective estimate for the scope of work to be completed for \$5,920.00. The total funds requested, including a 10% contingency of \$592.00, is \$6,512.00.

Additional estimates received were from GID Construction \$9,447.19, CJS Exterior Maintenance Inc. \$13,800.00, and Green Home Solutions \$19,500.00. The additional estimate amounts do not include the 10% contingency.

The work will be paid out of the Block Grant Home Repair funds, account number 2260.R.226.7130.6400.6100 and is contingent on compliance with other federal requirements, including environmental reviews.

Attachments

Marrero BOC Packet



**BOARD OF CONTROL
REQUEST FORM**

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date:
2. Name of Department Submitting Request:
3. Summary of Report:

4. Name of Vendor:
5. Amount: \$
6. Number of account to be used for funding:
7. VENDOR DETAIL
Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No
9. Is the amount requested due to a change order? Yes No
10. If necessary, has City Council approved and when? (Please provide Ordinance number) _____



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

Date: 11-14-2025

Home Repair Program Recommendation

The City of Lorain’s Building, Housing and Planning Department’s Housing Rehab Administrator conducted a site visit on **8-22-2025**, at the home of **Alido Marrero 3040 Chris Ave.** The existing porch has issues with the decking, support and the railing that is need of attention. The roof portion of the porch to remain. The existing porch to be stripped down to the ground and rebuilt to code and specifications. The home qualifies for repairs under the Essential Home Repair Program.

A Lead assessment: Lead **was not** located in the work area or outside perimeter.

Based on the submitted estimates, the Housing Rehab Administrator recommends **Eiffel BUILDERS** as the company that submitted the most complete and responsive bid based on the scope released by the Building, Housing and Planning.

Quote Submissions:

Contractor	Labor Warranty	Estimate	Extended Labor Warranty Option <small>*at homeowner’s expense*</small>
GREEN HOMES SOLUTIONS	1 YEAR	\$ 19,500.00	Does Not Apply
CJS EXTERIOR MAINTENANCE INC.	1 YEAR	13,800.00	Does Not Apply
GID CONSTRUCTION LLC	1 YEAR	\$ 9,447.19	Does Not Apply
EIFFEL BUILDERS	1 YEAR	\$ 5,920.00	Does Not Apply

Note:

Reference page 6 of 14 in the Essential Home Repair Manual:



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

APPROVAL PROCESS

Applicants approved for assistance will receive a pre-approval letter notifying them to return at least three (3) estimates to BHP within 30 days. Once all bids are collected (no less than 3 bids per approved work item), the Housing Rehab Administrator or assigned personnel will determine which estimate best fits the scope of the project. With the homeowners input, one bid will be selected for approval through Board of Control (BOC) if the amount is equal to or exceeds \$5,000. Approved files must be added to the BOC

200 West Erie Avenue, 5th Floor, Lorain, Ohio 44052

Building Division: (440) 204-2045 Fax: (440) 204-2540 | Housing & Planning Division: (440) 204-2020 Fax: (440) 204-2080
Cityoflorain.org

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: **EHR668**

Job Total: \$ 5920.00

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

ALIDO MARRERO
3040 CHRIS AVE

Lorain
Ohio 44052

(440)506-5716



Contractor Information

Name: Eiffel Builders
Address: 6846 Independence Blvd, N Ridgeville, OH 44039
Voice: 216-808-0086
Fax: _____
Email: eiffelbuilders22@gmail.com

Main Structure - Porch Replacement | Single Family - Porch replacement | Porch - Front Porch Replacement | General - Front Porch replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0010070070	72.00	EA	1.20	-	\$ <u>5920</u>

Task: Replace Front Porch Deck Structure

: NO LEAD DETECTED:

PORCH REPLACEMENT : SKETCH OF NEW PORCH LAYOUT

PERMITS AND INSPECTION REQUIRED

MUST SUBMIT DRAWING OR

TO REMAIN :

Remove and dispose of entire existing porch structure including, steps, and support structure. **The Roof Portion to remain.** Everything from the top of the pillars (Support Posts) down to the ground is to be removed. Temporarily support the upper part (roof section) properly until porch is rebuilt and tied back in. The upper structure appears to be good and we are not looking to remove any portion of the roof structure. The Iron railing support post will be removed and changed to treated support post.

TO REMOVE AND REPLACE:

NOTE :

Replace structure using all new material as specified. Currently the existing deck wood is laying on top of the existing concrete porch the wrong way. The porch is sinking in different areas. This may be because the porch is not on a footer or was properly installed to support the deck. We are going to remove the concrete porch under the deck completely. We are going to have it back to bare ground and start from scratch. Install 3 post holes minimum 36" in depth x 12" minimal diameter for new support post for roof and porch decking support (see note below). Install a new stringer and joists hangers on house for decking support.

NOTE :

If when the porch is completely removed and find the masonry block on the corners to be supported by a footer, then we can support the new posts on that if verified to be solid.

Replace structure using all new material as specified. Install 4" x 4" treated post per code. The rim joists should be doubled up on the house. To be anchored properly. Once dismantled, should get a better idea of anchoring methods. Treated post are to be used and the 4" x 6" post would be turned side ways to rest the **doubled up 2" x 6" Treated rim boards properly.** Install pressure treated 2" x 6" header, rim joists, and floor joists graded to proper drainage fall away from house. Joists/beams to span at 16" on center. Fasteners will be deck screws and screwed minimal flush with top of deck board and all other areas of support. **Do not have any screws protruding outside the face of any material to prevent any bodily injury or snagging any clothing to where damage can be caused.** Include porch rails, steps, and step railing. All wood materials to be pressure treated

exterior grade lumber.

Decking Material:

Material for the decking to be considered is similar to the Fiberon Good Life Weekender Composite Decking boards or of equal. Joints are to be staggered.

STEPS AND RAILINGS:

Replicate the steps and install a better rail with a top rail and a bottom horizontal rail with the pickets in the middle and the rail post at the bottom to be mounted on the last step.

LATTICE:

Replace the Lattice and the framing around the bottom of the porch openings. White Vinyl Lattice is suggested.



Effective April 22, 2010, if you are working on homes built pre-1978, you must be minimum EPA RRP Lead Certified.

Job Total Cost: \$ 5920.00



Bill of Quantity
For
Alido Marrero Porch
At

3040 Chris Ave, Lorain, OH 44052

#	Description	QTY	Unit	U. Price	T. Price
1	Demo and haul away the existing porch and concrete underneath.	1	LS	\$355	\$355.00
2	Construction of new 6ft. x 12ft composite deck with the 4x4 post deep 36" in accordance with the plan attached. The deck boards are Trex.	1	LS	\$1470	\$1,470.00
3	Installation of one 4x4 post for the roof support including vinyl sleeve.	1	LS	\$223	\$223.00
4	Installation of composite steps and whit vinyl railings.	1	LS	\$707	\$707.00
5	Installation of white fascia on the perimeter of the deck and installation of white vinyl lattice underneath the deck.	1	LS	\$205	\$205.00
6	Labor Cost and Profit	1	JB	\$2960	\$2,960.00
	Gross Total				\$5,920.00



Eiffel Builders
Ohio
216-808-0086

No.	Date:	Revisions

Project Name:

Front Porch

Project Address:

3040 Chris Ave,
Lorain,
OH 44052

Drawing Title:

Deck Plan

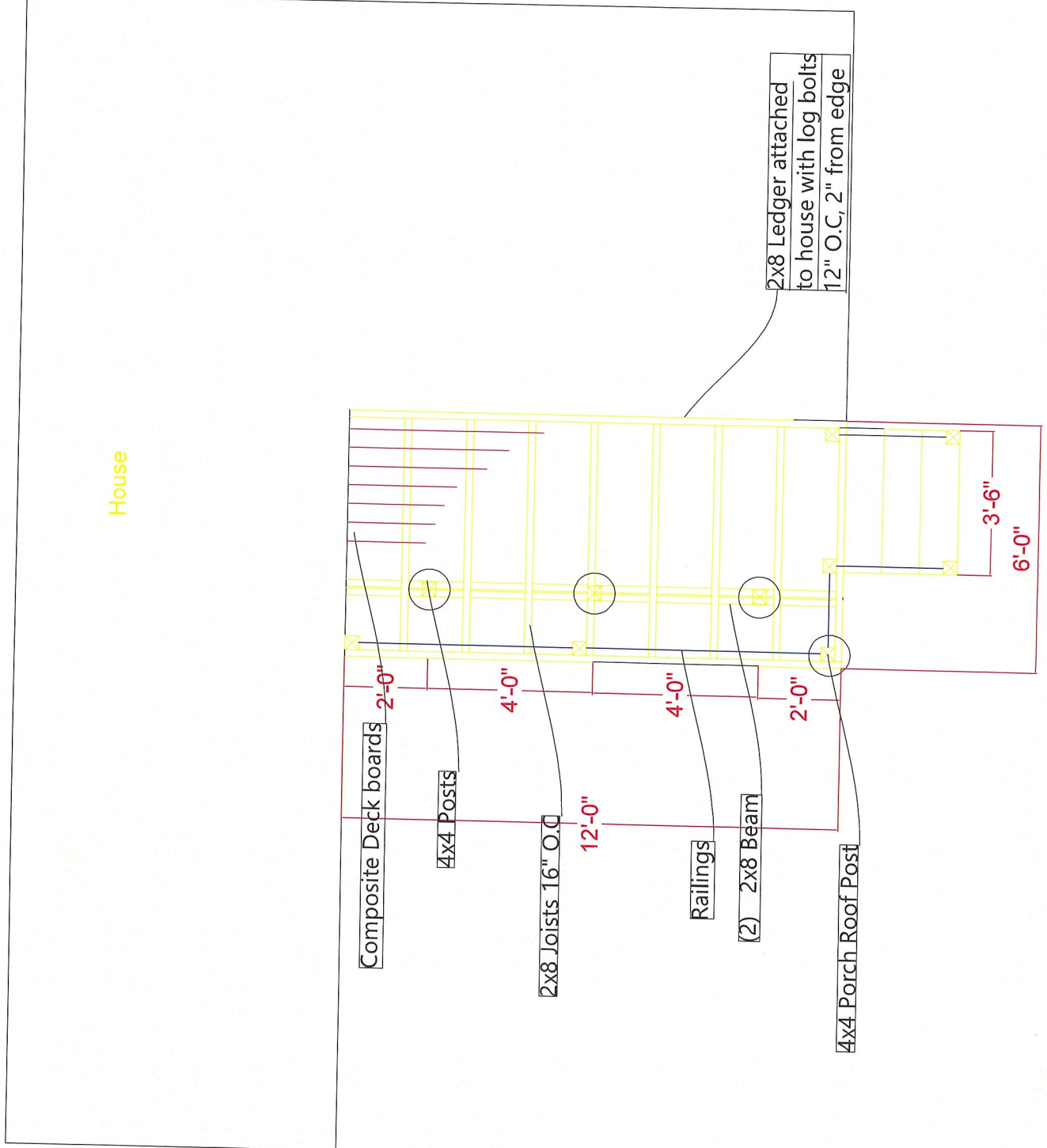
Date: 11/22/2025

Drawn By: Zia Khan

Checked By:

Scale: 1:1

DWG No.: A1



City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: **EHR668**

Job Total: \$ 947.19

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

ALIDO MARRERO
3040 CHRIS AVE

Lorain
Ohio 44052

(440) 506-5716

Contractor Information

Name: G.I.D CONSTRUCTION LLC

Address: 10813 ALMIRA AVE

Voice: 440 902 0255

Fax: _____

Email: GETITdoneLLC2018@gmail.com

Exterior | Main Structure - Porch Replacement | Single Family - Porch replacement | Porch - Front Porch Replacement | General - Front Porch replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0010070070	72.00	EA	1.20	-	\$ _____

Task: Replace Front Porch Deck Structure

: NO LEAD DETECTED:

PORCH REPLACEMENT : PERMITS AND INSPECTION REQUIRED MUST SUBMIT DRAWING OR SKETCH OF NEW PORCH LAYOUT

TO REMAIN :

Remove and dispose of entire existing porch structure including, steps, and support structure. **The Roof Portion to remain.** Everything from the top of the pillars (Support Posts) down to the ground is to be removed. Temporarily support the upper part (roof section) properly until porch is rebuilt and tied back in. The upper structure appears to be good and we are not looking to remove any portion of the roof structure. The Iron railing support post will be removed and changed to treated support post.

TO REMOVE AND REPLACE:

NOTE :

Replace structure using all new material as specified. Currently the existing deck wood is laying on top of the existing concrete porch the wrong way. The porch is sinking in different areas. This may be because the porch is not on a footer or was properly installed to support the deck. We are going to remove the concrete porch under the deck completely. We are going to have it back to bare ground and start from scratch. Install 3 post holes minimum 36" in depth x 12" minimal diameter for new support post for roof and porch decking support (see note below). Install a new stringer and joists hangers on house for decking support.

NOTE :

If when the porch is completely removed and find the masonry block on the corners to be supported by a footer, then we can support the new posts on that if verified to be solid.

Replace structure using all new material as specified. Install 4" x 4" treated post per code. The rim joists should be doubled up on the house. To be anchored properly. Once dismantled, should get a better idea of anchoring methods. Treated post are to be used and the 4" x 6" post would be turned side ways to rest the **doubled up 2" x 6" Treated rim boards properly**. Install pressure treated 2" x 6" header, rim joists, and floor joists graded to proper drainage fall away from house. Joists/beams to span at 16" on center. Fasteners will be deck screws and screwed minimal flush with top of deck board and all other areas of support. **Do not have any screws protruding outside the face of any material to prevent any bodily injury or snagging any clothing to where damage can be caused.** Include porch rails, steps, and step railing. All wood materials to be pressure treated



Effective April 22, 2010, if you are working on homes built pre-1978, you must be minimum EPA RRP Lead Certified.

Total for Porch - Front Porch Replacement: \$ 9,447.19

Total Exterior Expenditure: \$ 9,447.19

Job Total Cost: \$ 9,447.19

exterior grade lumber.

Decking Material:

Material for the decking to be considered is similar to the Fiberon Good Life Weekender Composite Decking boards or of equal. Joints are to be staggered.

STEPS AND RAILINGS:

Replicate the steps and install a better rail with a top rail and a bottom horizontal rail with the pickets in the middle and the rail post at the bottom to be mounted on the last step.

LATTICE:

Replace the Lattice and the framing around the bottom of the porch openings. White Vinyl Lattice is suggested.

Remove and dispose of entire existing porch structure including roof, steps, and support structure. Replace structure using all new material as specified. Form holes and install concrete pads for post supports as per code. Install pressure treated 2" x 6" header, rim joists, and floor joists graded to proper drainage fall away from house. Joists/beams to span at 16" OC supported by 4" x 4" posts set with galvanized post holders on concrete pads. Use galvanized nails, fasteners, and hardware. Install T. & G. treated decking, blind nailed with galvanized flooring nails. Include porch rails, steps, and step railing. All wood materials to be pressure treated exterior grade lumber.



City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: EHR668

Job Total \$ 19,500

Property Information

Bid Closing Date: _____

Bid Opening Date: _____

Owner Information

ALIDO MARRERO
3040 CHRIS AVE

Lorain
Ohio 44052

Contractor Information

Name: Green Home Solutions
Address: 4900 Brook Park Rd.
Voice: Cleveland Ohio 44134
Fax: 216-459-8800 / 216-459-8801
Email: info@GHSohio.com

☞ (440)506-5716



Exterior | Main Structure - Porch Replacement | Single Family - Porch replacement | Porch - Front Porch Replacement | General - Front Porch replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0010070070	72.00	EA	1.20	-	\$ 19,500

Task: Replace Front Porch Deck Structure

: NO LEAD DETECTED:

**PORCH REPLACEMENT :
SKETCH OF NEW PORCH LAYOUT**

PERMITS AND INSPECTION REQUIRED

MUST SUBMIT DRAWING OR

TO REMAIN :

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exterior grade lumber.

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Effective April 22, 2010, if you are working on homes built pre-1978, you must be minimum EPA RRP Lead Certified.

Total for Porch - Front Porch Replacement: \$ 19,500

Total Exterior Expenditure: \$ 19,500

Job Total Cost: \$ 19,500

City of Lorain

200 W Erie Avenue

Lorain, Ohio 44052

Phone: 440-204-2020



Work Write-Up

Case#: EHR668

Job Total \$ 13,800

Property Information

Bid Closing Date: 11/03/25

Bid Opening Date: 11/03/25

Owner Information

ALIDO MARRERO
3040 CHRIS AVE

Lorain
Ohio 44052

Contractor Information

Name: CJS Exterior Maintenance INC
Address: 7147 Lee Drive Parma, OH 44134
Voice: 216-408-0834
Fac: _____
Email: roofinaintez@yahoo.com

☞ (440)506-5716

Funding:

Main Structure - Porch Replacement | Single Family - Porch replacement | Porch - Front Porch Replacement | General - Front Porch replacement

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0010070070	72.00	EA	1.20	-	\$ _____

Task: Replace Front Porch Deck Structure

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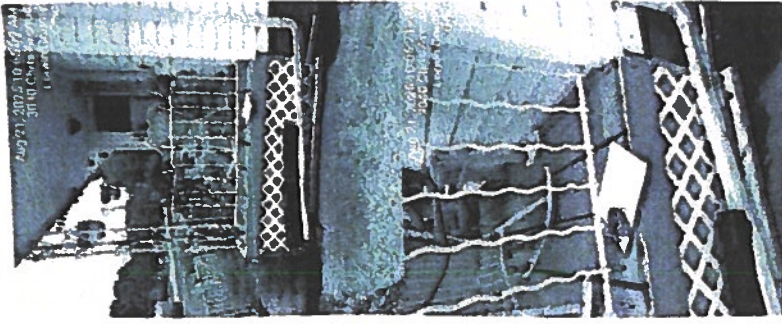
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Effective April 22, 2010, if you are working on homes built pre-1978, you must be minimum EPA RRP Lead Certified.

Total: _____

Job Total Cost: \$ 13,800.⁰⁰



CITY OF LORAIN

Board of Control

2. p.

Meeting Date: 12/10/2025

Subject:

*****A REQUEST TO WAIVE THE 24-HOUR RULE AND ADD AN ITEM FOR CONSIDERATION**

A request from the Lorain Police Department to enter into an agreement with Flock Group, Inc. for the purchase of unmanned drones for an amount not to exceed \$500,000.00. Funding will come from Account number 2359.R235.6300.3307 or the Police Levy Funds Account as determined by the Lorain City Auditor. This was approved by Lorain City Council at the December 1, 2025, meeting via ordinance #186-25.

Attachments

BOC Request Form and Quote
Ordinance



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 12-9-25
2. Name of Department Submitting Request: Police Department
3. Summary of Report: A request from the Lorain Police Department to enter into an agreement with Flock Group, Inc. for the purchase of unmanned drones for the amount not to exceed \$500,000.00.
4. Name of Vendor: Flock
5. Amount: \$ 100,000.00 per year, 5 year contract (\$500,000.00)
6. Number of account to be used for funding: 2359, R235, 6300, 3307 or Police Levy Funds Acct as determined by the Auditor.
7. VENDOR DETAIL
 Sole Source Vendor - Yes No State Purchasing Vendor - Yes No

List the names and the quote received from at least three vendors for the requested item; Or, if bids were submitted, use this area to list vendor names and bid amounts.

- Vendor #1 _____
- Vendor #2 _____
- Vendor #3 _____
- Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes No
9. Is the amount requested due to a change order? Yes No
10. If necessary, has City Council approved and when? (Please provide Ordinance number)

yes
12/1/25
Ord. #186-25

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	OH - City of Lorain PD	Initial Term:	60 Months
Legal Entity Name:	OH - City of Lorain PD	Renewal Term:	0 Months
Accounts Payable Email:	mike_failing@cityoflorain.org	Payment Terms:	Net 30
Address:	100 W Erie Ave Lorain, Ohio 44052	Billing Frequency:	Annual Plan - First Year Invoiced at Signing
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$100,000.00
Flock Safety Drone Hardware and Services			
Flock DFR - M4TD + Dock 3	Included	2	Included
Flock911 for Aerodome	Included	1	Included
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Platform Maintenance			
Relocation Fee, Flock pole and/or AC powered	\$0.00	20	\$0.00
		Subtotal Year 1:	\$100,000.00
		Annual Recurring Subtotal:	\$100,000.00
		Discounts:	\$165,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$500,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term")

Flock Safety + OH - City of Lorain PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Downs
kyle.downs@flocksafety.com
2172464143

flock safety

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$100,000.00
Annual Recurring after Year 1	\$100,000.00
Contract Total	\$500,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$150,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Relocation Fee, Flock pole and/or AC powered	One-time fee for relocation of camera

PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. **LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT.** Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("PIC"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("SOP") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement between the City of Lorain and Flock Group, Inc., identified in the City's records as Agreement No. A23-029. As well as the Prepared911 Terms and Conditions, available at <https://www.prepared911.com/prepared-live-terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - City of Lorain PD

By:  Signed by:
1024FAF1F88A40F

By: _____

Name: Dan Haley

Name: _____

Title: Chief Legal Officer

Title: _____

Date: 12/4/2025

Date: _____

PO Number: _____

ORDINANCE NO. 186-25

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE PROVISION OF EQUIPMENT, HARDWARE, SOFTWARE SERVICES, AND PROFESSIONAL SERVICES FOR THE DEPLOYMENT OF UNMANNED DRONES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain desires to procure the professional services of Flock Group, Inc. for the provision of unmanned drones that will be primarily deployed for law enforcement purposes; and,

WHEREAS, the unmanned drones will increase Lorain Police Department capabilities and efficiencies in its law enforcement, thereby increasing public safety in and around the City of Lorain; and,

WHEREAS, the Lorain Police Department recommends that the City of Lorain enter into a five-year agreement with Flock Group, Inc. for equipment, hardware, software services, and professional services to provide unmanned drones for an amount not to exceed \$500,000.00.

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into an Agreement with Flock Group, Inc., a copy of which is marked "Exhibit A", attached hereto and incorporated herein by reference (the "Agreement"). The Agreement shall be in substantial form and essence subject to the approval by the Law Director.

SECTION II. That the Agreement shall be for a term of five-years and shall not exceed \$500,000.00 and shall be paid from Account Number: 2359.R235.6300.3307 or the Police Levy Funds Account as determined by the Lorain City Auditor.

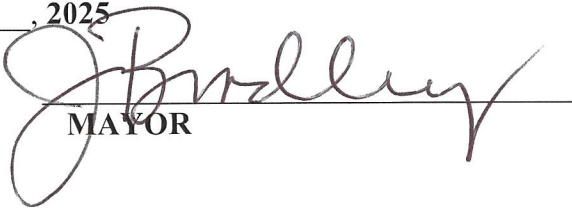
SECTION II.: That it is found and determined that all formal actions of Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code; and

SECTION III: That this ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to enhance the capacity of the Lorain Police Department to conduct law enforcement action against criminal acts and increase public safety in the City of Lorain. Therefore, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 1, 2025


PRESIDENT OF COUNCIL

ATTEST: Breanna Dell CLERK

APPROVED: December 5, 2025

MAYOR

Flock Safety + OH - City of Lorain PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Downs
kyle.downs@flocksafety.com
2172464143

flock safety

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer: OH - City of Lorain PD
 Legal Entity Name: OH - City of Lorain PD
 Accounts Payable Email: mike_failing@cityoflorain.org
 Address: 100 W Erie Ave Lorain, Ohio 44052

Initial Term: 60 Months
 Renewal Term: 0 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$100,000.00
Flock Safety Drone Hardware and Services			
Flock DFR - M4TD + Dock 3	Included	2	Included
Flock911 for Aerodome	Included	1	Included
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Platform Maintenance			
Relocation Fee, Flock pole and/or AC powered	\$0.00	20	\$0.00
Subtotal Year 1:			\$100,000.00
Annual Recurring Subtotal:			\$100,000.00
Discounts:			\$165,000.00
Estimated Tax:			\$0.00
Contract Total:			\$500,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”).*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$100,000.00
Annual Recurring after Year 1	\$100,000.00
Contract Total	\$500,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$150,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Relocation Fee, Flock pole and/or AC powered	One-time fee for relocation of camera

PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement between the City of Lorain and Flock Group, Inc., identified in the City's records as Agreement No. A23-029. As well as the Prepared911 Terms and Conditions, available at <https://www.prepared911.com/prepared-live-terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - City of Lorain PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



CITY OF LORAIN

City Council Regular Meeting

10. f.

Meeting Date: 11/17/2025

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

Ordinance Request Authorizing the Safety/Service Director To Enter Into An Agreement With Flock Group, Inc

PURPOSE AND BACKGROUND:

The City of Lorain desires to procure the professional services of Flock Group, Inc. for the provision of unmanned drones that will be primarily deployed for law enforcement purposes. The unmanned drones will increase Lorain Police Department capabilities and efficiencies in its law enforcement operations.

RECOMMENDATION TO COUNCIL:

Consider for passage.

Admin Only

___ Ord. auth the S/S Director to enter into an agreement w/ Flock Group, Inc.

Fiscal Impact

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

Estimated Total Expenditure: 500,000.00

List of Funding Source and/or Account Number: 2359.R235.6300.3307

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

Financing Requirements (Bonds, Loans, Lease, etc.):
ARPA funding

Attachments

ORDINANCE
Exhibit A - Agreement

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	11/12/2025 04:17 PM
Fleming (Originator)	Jack Fleming	11/13/2025 05:53 AM
Carrion	Breanna Dull	11/13/2025 02:58 PM

P. Riley
 Carrion
 Mayor Bradley
 JKoziura
 P. Riley
 Form Started By: Jack Fleming
 Final Approval Date: 11/13/2025

Michele Beko
 Rey Carrion
 Jack Bradley
 Joseph Koziura
 Michele Beko

11/13/2025 03:28 PM
 11/13/2025 03:32 PM
 11/13/2025 03:33 PM
 11/13/2025 03:43 PM
 11/13/2025 03:48 PM
 Started On: 11/12/2025 11:49 AM

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