

**CITY OF LORAIN  
BOARD OF CONTROL  
AGENDA  
JANUARY 14, 2026 at 11:15 a.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

- a. The Building, Housing and Planning Department requests to enter into an agreement for an amount not to exceed \$14,280 with Rowser and Son's Lawn Maintenance LLC for the cutting of tall grass and debris removal from properties as a part of the Mow Down Program. The total is tentative, based on the need for contracted cuts in addition to the Mow Down cuts. The City of Lorain accepted quotes from December 22, 2025, to January 2, 2026, and received six (6) quotes. All quotes were scored to determine the lowest and best. Funds will be paid from NSP account number 2350.R235.6300.1520 and Contractual Service account number 1010.S900.6300.1500.
- b. A request from the Safety/Service Department to approve a Real Estate Purchase Agreement with Lakeisha L. Miles aka Lakeisha L. Tate & Allen L. Tate for the purchase of residential property located at 1069 West 45th Place for an amount not to exceed \$300,000.00 for use in the "Officer Next Door Program."
- c. A request from the Department of Public Property for lawn maintenance services for various City properties from Dyna-Green for an amount not to exceed \$19,700.00. Funding will be through various .6300.1500 accounts.
- d. A request from the Department of Public Property, Traffic & Electrical Division, for complete repair of traffic signal components at Oberlin Ave at N. Ridge/Cooper Foster Park Rd. by Signal Service Company for an amount not to exceed \$8,330.00. Funding will be through account 2010.R201.3140.6400.3300 Traffic light Maintenance.
- e. A request from the Department of Public Property, Garage Division, to open a super blanket purchase order for necessary vehicle collision damage repairs performed by Liberty Ford for an amount not to exceed \$75,000.00. Funding will be through account 7010.I701.6400.3500.
- f. A request from the Department of Public Property, Building Maintenance Division, to purchase copier paper for various City departments from W.B. Mason for an amount not to exceed \$29,500.00. Funding will be through account 1010.V100.3130.6400.2400.
- g. A request from the Department of Public Property, Building Maintenance Division, for floor upgrades at Lorain City Hall entrance/exit from Wise Coatings of Cleveland for an amount not to exceed \$6,580.00. Wise Coatings is a sole source vendor. Funding will be through account 1010.V100.3130.6400.2201.

- h. A request from the Department of Public Property, Streets Division, to purchase RS2 emulsion from Northcoast Products for an amount not to exceed \$30,000.00. Quantity is based on 2025 usage. Northcoast is the only local vendor producing this type of emulsion year round. City of Lorain requires RS2 emulsion for daily operation of the Durapatch machine, therefore Northcoast Products is the only vendor to meet our needs. Funding will be through BitMat account 2030.R203.3140.6400.2900.
- i. The Lorain Police Department request approval to renew phone/forensic software with Cellebrite USA, amount not to exceed \$9,400.00. To be paid out of Levy Contractual Services.
- j. The Lorain Police Department request approval to continue Leadsonline total Track Investigation System Service package with Leadsonline in the amount of \$8,532.00. To be paid out of Levy Contractual Services.
- k. The Lorain Police Department request approval to continue the agreement for the police and procedure system through Lexipol, amount not to exceed \$25,000.00. To be paid out of Levy Contractual Services.
- l. The Lorain Police Department request approval to continue the desk reporting system with LexisNexis Coplogic, not to exceed \$17,000.00. To be paid out of Levy Contractual Services.
- m. The Lorain Police Department request approval for the yearly fee for New World Countywide CAD Records Management System with the Lorain County Treasure in the amount of \$60,000.00. To be paid out of Levy Contractual Services.
- n. The Lorain Police Department request approval to continue services for the Police App with OCV LLC in the amount of \$6,995.00. To be paid out of Levy Contractual Services.
- o. The Lorain Police Department request approval to continue quarterly access to Leads on line, with Ohio State Patrol, in the amount of \$7,200.00. To be paid out of General Fund Ohio Leads.
- p. The Lorain Police Department request approval to renew annual subscription fees for Power DMS Inc, not to exceed \$8,000.00. To be paid out of General Fund Contractual Services.
- q. The Lorain Police Department request approval to continue a maintenance agreement with Southeast Security, amount not to exceed \$18,000.00 To be paid out of Levy Contractual Services.

- r. The Lorain Police Department request approval to continue annual maintenance agreement for camera system with Southeast Security, amount not to exceed \$18,500.00. to be paid out of Levy Contractual Services.
- s. The Lorain Police Department request approval to rent range for firearms training, from NOTTC, in the amount of \$6,000.00. To be paid out of Levy Contractual Services.
- t. The Lorain Police Department request approval for additional \$9,187.20 to cover testing and repairs to AEDs through Biomedical Instrumentation Services. To be paid out of Levy Contractual Services. Original PO#2025-310.
- u. **A request from the City of Lorain Sewer Dept. for a Purchase Order with A & H Equipment in the amount of \$10,000. For the purchase of Repairs, services, parts, for vactor trucks etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies**
- v. A request from the City of Lorain Water Dist. Dept. for a Purchase Order with Amrize in the amount of \$75,000. This is for the purchase of a variety of fill stone used in water repairs & excavations. Funds to come from G/L 6020.P602.6190.6400.2400 Regular Supplies
- w. A request from the City of Lorain Sewer Dept. for a Purchase Order with Amrize in the amount of \$30,000. This is for the purchase of a variety of fill stone used in sewer excavations. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.
- x. A request from the City of Lorain Utilities Dept. for a Purchase Order in the amount of \$7,500. With Sysco for the purchase of Utilities Dept. cleaning supplies. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies.
- y. **A request from the City of Lorain Utilities Dept. for a Purchase Order with Novex Products, Inc. in the amount of \$10,000. For the purchase of Utility dept. paper products. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies**
- z. **: A request from the City of Lorain Sewer Dept. for a Purchase Order with Brown Equipment Co. in the amount of \$50,000. For the purchase of Repairs, services, parts, for camera vans, jet trucks & equipment etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.**
- aa. **A request from the City of Lorain Utilities Dept. for a Purchase Order with W.B. Mason in the amount of \$20,000. For the purchase of Utility dept. Office supplies. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies**

- bb. **A request from the City of Lorain Sewer Dept. for a Purchase Order with The Consumer's Builders Supply Co. in the amount of \$20,000. For the purchase of Masonry supplies, tools, etc. Funds to come from G/L 4030.C403.6700.1000 Capital Outlay**
- cc. **A request from the City of Lorain Water Dist. for a Purchase Order with Core & Main for a PO in the amount of \$350,000. For the purchase of Contract Materials. Funds to come from G/L 6020.P602.6190.6700.1304 Mains, Valves, Etc. Year 2 (Ord. 133-24) Agreement 24-071**
- dd. **A request from the City of Lorain Sewer Dept. for a Purchase Order with Winwater in the amount of \$25,000. For the purchase of Sewer materials, pipes, fittings etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.**
- ee. A request from the City of Lorain Water Dist. Dept. for a blanket Purchase Order with Lakeshore Tool in the amount of \$10,000. This is for the purchase of tools, rags, PPE, etc. This is annually the average amount we spend at Lakeshore and are just consolidating Purchase Orders as we did last year. Funds to come from G/L 6020.P602.6190.6400.2400 Regular Supplies.
- ff. The IT Department requests a purchase Order for Adobe pro not to exceed \$17,000 and paid from 1010.E350.6300.1200
- gg. IT Department request a PO with Civic plus for annual maintenance on the City's mobile web page  
.  
Price not to exceed \$12,000 and paid from 1010.E350.6300.1200 (Maintenance Agreements)
- hh. The IT Department requests a purchase order with Xerox Business Solutions not to exceed \$47,000 for 2026 Imprint Charges  
  
To be paid from 1010.E350.6300.1200 (maintenance agreements)
- ii. The IT Department requests a PO with Xerox Business Solutions for annual maintenance on DOCUSHARE.  
  
Cost not to exceed \$12,000 and paid from 1010.E350.6300.1200 (maintenance agreements)

- jj. The IT Department requests a PO with Xerox Business Solutions for annual fax server maintenance.  
Price not to exceed \$5,500 and paid from 1010.E350.6300.1200 (maintenance agreements)n
- kk. The IT Department requests a Purchase order with GHA Technologies for CISCO Smartnet. CISCO Smartnet is an annual maintenance on our Cisco equipment.  
Price not to exceed \$45,000 and paid from 1010.E350.6300.1200 (maintenance agreements)
- ll. The IT Department requests a purchase Order with GHA Technologies for annual licenses for CISCO DUO.  
Cisco Duo is our Multi-Function Authentication (MFA) Software and is a part of our Cyber Security plan.  
Cost not to exceed \$12,500 and paid from 1010.E350.6300.1200 (maintenance agreements)
- mm. The IT Department requests a PO with Intradyne for annual licenses for Text Message Archiving  
Cost not to exceed \$17,000 and paid from 1010.E350.6300.1200 (maintenance agreements)
- nn. The IT Department requests a PO with Innovative Software Solutions Inc for annual maintenance on income Tax software.  
Price not to exceed \$12,000 and paid from 1010.E350.6300.1200 (maintenance agreements)
- oo. The IT Department requests a PO with LTI Power Systems for annual maintenance on the City's uninterruptible power source(UPS)  
Cost not to exceed \$12,000 and paid from 1010.E350.6300.1200(maintenance agreements)
- pp. The IT Department requests a PO with Malwarebytes for annual licenses for Threat Down. Threat Down is part of our Cyber Security platform.  
Cost not to exceed \$20,000 and paid from 1010.E350.6300.1200(maintenance agreements)
- qq. The IT Department requests a PO with ESO Solutions for annual maintenance on Mobile Eyes Software for Lorian Fire department.  
Cost is not to exceed \$7,500 and paid form 1010.E350.6300.1200(maintenance agreements)

- rr. The IT Department requests a PO with OAR.NET for the annual licensing for VMWare. VMWare is the operating system for our Virtual Environment.  
Cost not to exceed \$35,000 and paid from 1010.E350.6300.1200(maintenance agreements)
  
- ss. The IT Department requests a PO with Service Express for annual maintenance on the City's Data Center Hardware.  
Cost not to exceed \$15,000 and paid from 1010.E350.6300.1200(maintenance agreements)
  
- tt. The IT Department requests a PO with SuiteOne Media Inc for annual costs for Live Streaming and archiving of City Council meetings.  
Cost not to exceed \$6,500.00 and paid from 1010.E350.6300.1200(maintenance agreements)
  
- uu. The IT Department request a PO with Tyler Technology for the annual maintenance agreement for LOGOS. LOGOS is our software platform for Hunman Resources, Financial Management, Community Development and Utility Billing.  
City of Lorain [Agreement 23-041](#)  
[Cost not to exceed \\$275,000 and paid from 1010.E350.6300.1200\(maintenance agreements\)](#)
  
- vv. The IT Department requests a PO with Xerox Financial Services for lease payments per the contract.  
PO will be for \$41,000 and will be paid from 1010.E350.7100.1000 (Leases)
  
- ww. The I.T. Department requests a PO with Dell Computer for annual licensing of Microsoft 365.  
Cost not to exceed \$70,000 and paid from 1010.E350.6300.1500 (contractual services)

3. **ADJOURNMENT**



## CITY OF LORAIN

---

### Board of Control

2. a.

Meeting Date: 01/14/2026

---

#### Subject:

The Building, Housing and Planning Department requests to enter into an agreement for an amount not to exceed \$14,280 with Rowser and Son's Lawn Maintenance LLC for the cutting of tall grass and debris removal from properties as a part of the Mow Down Program. The total is tentative, based on the need for contracted cuts in addition to the Mow Down cuts. The City of Lorain accepted quotes from December 22, 2025, to January 2, 2026, and received six (6) quotes. All quotes were scored to determine the lowest and best. Funds will be paid from NSP account number 2350.R235.6300.1520 and Contractual Service account number 1010.S900.6300.1500.

---

#### Attachments

BOC Submission

---



# 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 MOW DOWN PROGRAM

### SCORING TABULATION

Contractor to be Awarded: Rowser and Son's Lawn Maintenance LLC

Program Year: 2024 Contract Amount: \$14,280

The City of Lorain accepted quotes for the Mow Down 2026 Seasonal Contract from May 4, 2026, to October 30, 2026. The City of Lorain received six (6) quotes. The City of Lorain's Department of Building, Housing, and Planning is recommending Hen and Sons Lawncare to be awarded the Mow Down 2026 Seasonal Contract based on the evaluated scores of all quotes/bids received.

The City of Lorain's Department of Building, Housing, and Planning scored each quote received. The scoring process prioritizes the lowest and best quote based on past performance, administration, and management. The table below details the scores of each quote received.

Contractor	Total Seasonal Cost	Scorer 1 Total	Scorer 2 Total	Scorer 3 Total	Overall Average Score
ESK Landscaping	\$28,588	30	30	30	30
Frankowski Excavation	\$25,200	15	25	20	20
Hen and Son's Lawncare and Snowplowing	\$31,425	25	25	25	25
Irvin's Inc.	\$18,788	30	30	30	30
<b>Rowser and Son's</b>	<b>\$14,280</b>	<b>20</b>	<b>30</b>	<b>40</b>	<b>30</b>
Spiegelberg Lawn and Maintenance LTD	\$43,358	15	20	25	20



**CITY OF LORAIN**

---

**Board of Control**

**2. b.**

Meeting Date: 01/14/2026

---

Subject:

A request from the Safety/Service Department to approve a Real Estate Purchase Agreement with Lakeisha L. Miles aka Lakeisha L. Tate & Allen L. Tate for the purchase of residential property located at 1069 West 45th Place for an amount not to exceed \$300,000.00 for use in the "Officer Next Door Program."

---

**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. c.

Meeting Date: 01/14/2026

---

#### Subject:

A request from the Department of Public Property for lawn maintenance services for various City properties from Dyna-Green for an amount not to exceed \$19,700.00. Funding will be through various .6300.1500 accounts.

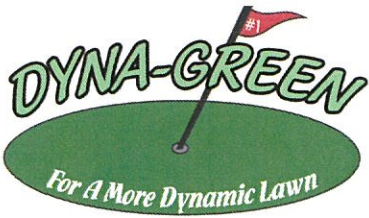
---

#### Attachments

quote

BOC form

---



1331 Lloyd Rd  
Wickliffe, Ohio 44092  
(440) 942-1550

Thank you for giving **DYNA-GREEN** the opportunity to offer you our lawn care program for the 2026 season. Below is a breakdown of the applications we offer. Beside each application description is the cost of the treatment.

**Round 1 Application – Early Spring**

\* Custom blended organic fertilizers to stimulate a thick green turf and pre-emergent crabgrass control \* Broadleaf weed control as needed **\$1800.00**

**Round 2 Application – Late Spring**

\* Balanced organic fertilizers to maintain color and density and promote new development  
\* Control for crabgrass, weeds, and damaging surface insects as needed **\$1800.00**

**Round 3 Application – Summer**

\* Slow release organic fertilizers with iron & micronutrients to aid in heat and drought tolerance \* Weed and insect control as needed **\$1800.00**

**Round 4 Application – Late Summer**

\* Slow release organic fertilizers with iron & micronutrients to aid in heat & drought tolerance \* Weed and insect control as needed \*Complete lawn evaluation **Upon Request**

**Round 5 Application – Early Fall**

\* Balanced organic fertilizers to promote stress recovery, color, and plant development  
\* Broadleaf weed control **\$1800.00**

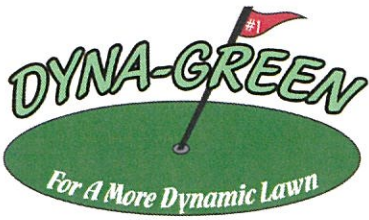
**Round 6 Application - Late Fall**

\* Custom blended organic fertilizer designed to aid in recovery of stress damage, stimulate root development, and build up plant food reserves to provide an early spring green up. **Upon Request**

**Grub Proofing .....\$1800.00**

**Bid Prepared For: Campana Park/Pipe Yard  
2840 Meister Road  
Lorain, OH 44053**

**Submitted By: Shayna Soltesz Accepted By: \_\_\_\_\_**



1331 Lloyd Rd  
Wickliffe, Ohio 44092  
(440) 942-1550

Thank you for giving **DYNA-GREEN** the opportunity to offer you our lawn care program for the 2026 season. Below is a breakdown of the applications we offer. Beside each application description is the cost of the treatment.

**Round 1 Application – Early Spring**

\* Custom blended organic fertilizers to stimulate a thick green turf and pre-emergent crabgrass control \* Broadleaf weed control as needed **\$1800.00**

**Round 2 Application – Late Spring**

\* Balanced organic fertilizers to maintain color and density and promote new development  
\* Control for crabgrass, weeds, and damaging surface insects as needed **\$1800.00**

**Round 3 Application – Summer**

\* Slow release organic fertilizers with iron & micronutrients to aid in heat and drought tolerance \* Weed and insect control as needed **\$1800.00**

**Round 4 Application – Late Summer**

\* Slow release organic fertilizers with iron & micronutrients to aid in heat & drought tolerance \* Weed and insect control as needed \*Complete lawn evaluation **Upon Request**

**Round 5 Application – Early Fall**

\* Balanced organic fertilizers to promote stress recovery, color, and plant development  
\* Broadleaf weed control **\$1800.00**

**Round 6 Application - Late Fall**

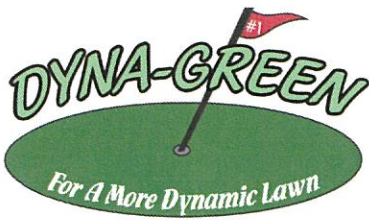
\* Custom blended organic fertilizer designed to aid in recovery of stress damage, stimulate root development, and build up plant food reserves to provide an early spring green up. **Upon Request**

**Grub Proofing** ..... **\$1800.00**

**Vegetation Control** ..... **\$3000.00**

*Bid Prepared For:* **Elmwood Cemetery  
640 North Ridge Road  
Lorain, OH 44053**

**Submitted By:** Shayna Soltesz **Accepted By:** \_\_\_\_\_



1331 Lloyd Rd  
Wickliffe, Ohio 44092  
(440) 942-1550

Thank you for giving **DYNA-GREEN** the opportunity to offer you our lawn care program for the 2026 season. Below is a breakdown of the applications we offer. Beside each application description is the cost of the treatment.

**Round 1 Application – Early Spring**

\* Custom blended organic fertilizers to stimulate a thick green turf and pre-emergent crabgrass control \* Broadleaf weed control as needed **\$125.00**

**Round 2 Application – Late Spring**

\* Balanced organic fertilizers to maintain color and density and promote new development  
\* Control for crabgrass, weeds, and damaging surface insects as needed **\$125.00**

**Round 3 Application – Summer**

\* Slow release organic fertilizers with iron & micronutrients to aid in heat and drought tolerance \* Weed and insect control as needed **Upon Request**

**Round 4 Application – Late Summer**

\* Slow release organic fertilizers with iron & micronutrients to aid in heat & drought tolerance \* Weed and insect control as needed \*Complete lawn evaluation **Upon Request**

**Round 5 Application – Early Fall**

\* Balanced organic fertilizers to promote stress recovery, color, and plant development  
\* Broadleaf weed control **\$125.00**

**Round 6 Application - Late Fall**

\* Custom blended organic fertilizer designed to aid in recovery of stress damage, stimulate root development, and build up plant food reserves to provide an early spring green up. **Upon Request**

**Grub Proofing .....\$125.00**

**Bid Prepared For: Lorain City Hall  
200 West Erie Ave  
Lorain, OH 44052**

**Submitted By: Shayna Soltesz Accepted By: \_\_\_\_\_**



# LAWNSQUAD™

## Scope of Work

Location	Treatment Description	Size/Count	Number of Treatments	Treatment Price	Total
Elmwood Cemetery 640 N Ridge Rd W Lorain 44053	Standard Weed and Feed Program	700	4	\$1,817.00	\$7,268.00
	Preventative Grub Control	700	1	\$1,817.00	\$1,817.00
Acct #22722	Vegetation Control (Headstones)	700	1	\$2,802.00	\$2,802.00
	Spot Spray Follow-up	700	1	\$236.00	\$236.00
Campana Park (Pipe Yard)	Standard Weed and Feed Program	600	4	\$1,832.00	\$7,328.00
Acct #481537	*Common Areas plus main entrance way plus walkway to park and all fields				
Lorain City Hall	Standard Weed and Feed Program	39	4	\$135.00	\$540.00
Acct #1216117					
<b>Total</b>					<b>\$19,991.00</b>

\*Pricing does not include applicable tax

### Notes:

All Lawn applications include Fertilizer Plus Weed Control, Pre-Emergent will be used with all the spring applications

\*Grub Control For Campana Park and City Hall not included but optional. (Same as the lawn app price.)



### Program Details

Program Type	Round Description	Tax Exempt Status	Property Type	Mow Day	Call Ahead Days Required
Commercial Lawn	CL1, CL2, CL3, CL5	yes	Cemetery	NA	email
	CL1, CL2, CL3, CL5	yes	sports	NA	email
	CL1, CL2, CL3, CL5	yes	Govt	NA	email
Vegetation Control	VC	yes	Cemetery	NA	email

---

#### Total

*\*Pricing does not include applicable tax*

#### Notes:

Elmwood Vegetation Control must be done Before April 21st, With a spot spray follow up by may 15th (prior to Memorial Day).

#### Map:



**7974 Murray Ridge Rd • Elyria, Ohio 44035 • (440) 949-9333**  
**Fertilization & Weed Control • Insect Control • Aeration & Seeding • Horticultural Services**

**Date:** 1/5/2026

**Prepared for:** City of Lorain  
2131 West Park Drive  
Lorain, Ohio  
440-204-2550  
[tim\\_shinsky@cityoflorain.org](mailto:tim_shinsky@cityoflorain.org)

**Prepared by:** Phil Kuchta  
Director of Commercial Business  
  
C: 440.315.4870  
[pkuchta@lawnsquad.com](mailto:pkuchta@lawnsquad.com)

**Pages:** 2

**Re:** 2026 Lawn Care Proposal

**Comments:**



# 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: 1/7/26
2. Name of Department Submitting Request: Public Property
3. Summary of Report: Lawn care program from Dyna-Green for Campana Park, City Hall, and Elmwood Cemetery. Info detailed in quotes. Dyna-Green will service all required areas, including Elmwood Cemetery.
4. Amount: \$19,700.00
5. Number of account to be used for funding: various 6300.1500 Contractual Services accounts
6. 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 Dyna-Green \$19,700.00

Vendor #2 Elite Property Services: cannot do Elmwood (due to headstones)

Vendor #3 Lawn Squad: \$19,991.00

Vendor #4 \_\_\_\_\_

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



**CITY OF LORAIN**

---

**Board of Control**

2. d.

Meeting Date: 01/14/2026

---

Subject:

A request from the Department of Public Property, Traffic & Electrical Division, for complete repair of traffic signal components at Oberlin Ave at N. Ridge/Cooper Foster Park Rd. by Signal Service Company for an amount not to exceed \$8,330.00. Funding will be through account 2010.R201.3140.6400.3300 Traffic light Maintenance.

---

**Attachments**

quote  
BOC form

---

# Signal Service Company

Phone: (216) 662-4820/21

Fax: (216) 662-4823

Email: signal@signalservicecompany.net

4341 Cranwood Parkway • Warrensville Heights, Ohio 44128

CONTROLS  
TRAFFIC SIGNALS  
INSTALLATION AND  
MAINTENANCE

CITY OF LORAIN  
200 W. ERIE AVENUE  
LORAIN, OHIO 44052

JANUARY 8, 2026

QUOTE: LOR3 -007--S

ATTN: VERONICA NEWSOME/LESTER WICKER

APPROVED \_\_\_\_\_ DECLINED \_\_\_\_\_

## QUOTATION

We are pleased to quote on the installation and/or purchase of Traffic Signal Equipment at the intersection of:

**OBERLIN & N. RIDGE/COOPER FOSTER**

12/1/2025 DT# 197495  
MADE TEMPORARY REPAIRS TO THE TRAFFIC SIGNAL CONTROLLER.  
REMOVED CITY'S CONTROLLER AND INSTALLED A SPARE.

TO COMPLETE REPAIRS:  
REPLACE THE TRAFFIC SIGNAL CONTROLLER.  
REPLACE THE TRAFFIC SIGNAL CONTROLLER'S SURGE PROTECTION PACKAGE  
TO INCLUDE:  
SURGE ARRESTOR, ACT LINE FILTER, AND MERCURY RELAY.

NOTE: CITY'S CONTROLLER WAS DEEMED OBSOLETE BY THE MANUFACTURER.

Date \_\_\_\_\_ PO# \_\_\_\_\_

Authorized Acceptance Signature \_\_\_\_\_

*Above signed agrees to pay in full 30 days upon completion of work.*

*NOTE: Prices subject to change after 30 days.*

*"An Equal Opportunity Employer"*

Complete Price Materials and Installation \$8,330.00

Complete Price Materials Only \_\_\_\_\_

Approximate Price \_\_\_\_\_

Sales Tax \_\_\_\_\_

Total \$8,330.00

Quoted By

*David Boulton*



# 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: 1/9/26

2. Name of Department Submitting Request: Public Property

3 Summary of Report: The traffic signal at Oberlin Avenue & North Ridge Rd/Cooper Foster is in need of complete and permanent repair. Signal Service Co. made temporary repairs to the signal on 12/1/25 and will complete those repairs with necessary components to make the repairs permanent. Signal Service Company is the local company that manages all of City of Lorain's traffic signal maintenance and repairs.

4 Amount: \$8,330.00

5 Number of account to be used for funding: 2010.R201.3140.6400.3300

6. VENDOR DETAIL SIGNAL SERVICE COMPANY

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 Signal Service Company \$8,330.00

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

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

8. Is the amount requested due to a change order? No

9. If necessary, has City Council approved and when? \_\_\_\_\_



**CITY OF LORAIN**

---

**Board of Control**

**2. e.**

Meeting Date: 01/14/2026

---

Subject:

A request from the Department of Public Property, Garage Division, to open a super blanket purchase order for necessary vehicle collision damage repairs performed by Liberty Ford for an amount not to exceed \$75,000.00. Funding will be through account 7010.1701.6400.3500.

---

**Attachments**

BOC 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: 1/13/26

2. Name of Department Submitting Request: Public Property

3. Summary of Report: The Department of Public Property, Garage Division, requests a purchase order to cover vehicle collision damage repairs. Liberty Ford is the local vendor providing collision damage repairs to city vehicles following vehicle accidents. Gallagher Bassett insurance works with Liberty Ford for all damage claims/repairs.

4. Amount: \$75,000.00

5. Number of account to be used for funding: 7010.1701.6400.3500

6. VENDOR DETAIL Liberty Ford

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 Liberty Ford \$75,000.00

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

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

8. Is the amount requested due to a change order? No

9. If necessary, has City Council approved and when? \_\_\_\_\_



**CITY OF LORAIN**

---

**Board of Control**

**2. f.**

Meeting Date: 01/14/2026

---

**Subject:**

A request from the Department of Public Property, Building Maintenance Division, to purchase copier paper for various City departments from W.B. Mason for an amount not to exceed \$29,500.00. Funding will be through account 1010.V100.3130.6400.2400.

---

**Attachments**

BOC 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: 1/13/26

2. Name of Department Submitting Request: Public Property

3. Summary of Report: The Department of Public Property, Building Maintenance Division, to purchase copier paper for various City departments from W.B. Mason for an amount not to exceed \$29,500.00.

4. Amount: \$29,500.00

5. Number of account to be used for funding: 1010.V100.3130.6400.2400

6. VENDOR DETAIL W.B. Mason

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 WB Mason \$28.31 each

Vendor #2 Sterling Distribution \$41.50 each

Vendor #3 Amazon \$47.00 each

Vendor #4 \_\_\_\_\_

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

8. Is the amount requested due to a change order? No

9. If necessary, has City Council approved and when? \_\_\_\_\_



**CITY OF LORAIN**

---

**Board of Control**

**2. g.**

Meeting Date: 01/14/2026

---

**Subject:**

A request from the Department of Public Property, Building Maintenance Division, for floor upgrades at Lorain City Hall entrance/exit from Wise Coatings of Cleveland for an amount not to exceed \$6,580.00. Wise Coatings is a sole source vendor. Funding will be through account 1010.V100.3130.6400.2201.

---

**Attachments**

BOC 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: 1/13/26
- 2. Name of Department Submitting Request: Public Property
- 3. Summary of Report: The Department of Public Property, Building Maintenance Division, for floor upgrades to City Hall entrance/exit by Wise Coatings of Cleveland for an amount not to exceed \$6,580.00.
- 4. Amount: \$6,580.00
- 5. Number of account to be used for funding: 1010.V100.3130.6400.2201
- 6. VENDOR DETAIL Wise Coatings of Cleveland

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 Wise Coatings of Cleveland \$6,580.00

Vendor #2 \_\_\_\_\_

Vendor #3 \_\_\_\_\_

Vendor #4 \_\_\_\_\_

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



## CITY OF LORAIN

---

### Board of Control

2. h.

Meeting Date: 01/14/2026

---

#### Subject:

A request from the Department of Public Property, Streets Division, to purchase RS2 emulsion from Northcoast Products for an amount not to exceed \$30,000.00. Quantity is based on 2025 usage.

Northcoast is the only local vendor producing this type of emulsion year round. City of Lorain requires RS2 emulsion for daily operation of the Durapatch machine, therefore Northcoast Products is the only vendor to meet our needs. Funding will be through BitMat account 2030.R203.3140.6400.2900.

---

#### Attachments

quote

BOC form

---

## O'Connor, Linda

---

**From:** Shinsky, Tim  
**Sent:** Friday, January 9, 2026 1:51 PM  
**To:** O'Connor, Linda  
**Subject:** FW: quote



**Timothy Shinsky**  
City of Lorain  
Division of Public Property  
2132 West Park Dr  
Lorain, OH 44053  
440-204-2550

**From:** barbiep@cinci.rr.com <barbiep@cinci.rr.com>  
**Sent:** Friday, January 9, 2026 1:50 PM  
**To:** Shinsky, Tim <tim\_shinsky@cityoflorain.org>  
**Subject:** RE: quote

**Warning: Unusual sender** <[barbiep@cinci.rr.com](mailto:barbiep@cinci.rr.com)>

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

Hi Tim,

It looks like the prices should remain the same at this time. ( Unless the world goes crazy. )

If there is any change I will let you know.

Thanks  
Barbie

**From:** Shinsky, Tim <[tim\\_shinsky@cityoflorain.org](mailto:tim_shinsky@cityoflorain.org)>  
**Sent:** Friday, January 9, 2026 1:46 PM  
**To:** Barbie <[barbiep@cinci.rr.com](mailto:barbiep@cinci.rr.com)>  
**Subject:** quote

Hi Barbie,

Would you have an estimated time when we might have a 2026 price for emulsion?

Let me know.

Thank you,



Northcoast Products

P O BOX 1187

Lebanon OH 45036

513-217-5000

# Estimate

Date	Estimate No.
1/28/2025	1181

<b>Name/Address</b>
City of Lorain 2132 West Park Dr Lorain, Ohio 44053 EMAIL

Terms	Rep	FOB
Net 30	Mike	Middletown OH

Qty	Item	Description	Rate	Total
1,000	RS-2	Rapid Set Emulsion Non Regulated 2025 Price Delivered	3.25	3,250.00
Thank you for your business.			<b>Total</b>	\$3,250.00

Signature \_\_\_\_\_



# 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: 1/9/26
- 2. Name of Department Submitting Request: Public Property
- 3 Summary of Report: We wish to purchase emulsion for use in the durapatch machine for the 2026 calendar year.
- 4. Amount: \$30,000.00
- 5 Number of account to be used for funding: 2030.R203.3140.6400.2900 BitMat
- 6. 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 Northcoast Products \$30,000.00
- Vendor #2 \_\_\_\_\_
- Vendor #3 \_\_\_\_\_
- Vendor #4 \_\_\_\_\_

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



**CITY OF LORAIN**

---

**Board of Control**

2. i.

Meeting Date: 01/14/2026

---

Subject:

The Lorain Police Department request approval to renew phone/forensic software with Cellebrite USA, amount not to exceed \$9,400.00. To be paid out of Levy Contractual Services.

---

Attachments

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: 1/14/26
2. Name of Department Submitting Request: Lorain Police Department
3. Summary of Report: The Lorain Police Department request approval to renew phone/forensic software with Celebrite USA, amount not to exceed \$9,400.00. To be paid out of Levy Contractual Services.
4. Name of Vendor: **Cellebrite USA Inc.**
5. Amount: \$9,400.00
6. Number of account to be used for funding: 2590.S400.6300.1500

**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.
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: 01/14/2026

---

Subject:

The Lorain Police Department request approval to continue Leadsonline total Track Investigation System Service package with Leadsonline in the amount of \$8,532.00. To be paid out of Levy Contractual Services.

---

Attachments

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: 1/14/25
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: The Lorain Police Department request approval to continue Leadsonline Total Track Investigation System Service package with Leadsonline, in the amount of \$8,532.00. To be paid out of Levy Contractual Services.
- 4. Name of Vendor: Leadsonline
- 5. Amount: \$8,532.00
- 6. Number of account to be used for funding: 2590.S400.6300.1500

**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.
- 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. k.**

Meeting Date: 01/14/2026

---

**Subject:**

The Lorain Police Department request approval to continue the agreement for the police and procedure system through Lexipol, amount not to exceed \$25,000.00. To be paid out of Levy Contractual Services.

---

**Attachments**

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: 1/14/25
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: The Lorain Police Department request approval to continue the agreement for the police and procedure system through Lexipol, amount not to exceed \$25,000.00. To be paid out of Levy Contractual Services.
- 4. Name of Vendor: Lexipol
- 5. Amount: \$25,000.00
- 6. Number of account to be used for funding: 2590.S400.6300.1500

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.
- 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. I.**

Meeting Date: 01/14/2026

---

**Subject:**

The Lorain Police Department request approval to continue the desk reporting system with LexisNexis Coplogic, not to exceed \$17,000.00. To be paid out of Levy Contractual Services.

---

**Attachments**

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: 1/14/2026
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: The Lorain Police Department request approval to continue the desk reporting system, with LexisNexis Coplogic, not to exceed \$17,000.00. To be paid out of Levy Contractual Services
- 4. Name of Vendor: LexisNexis Coplogic
- 5. Amount: \$17,000.00
- 6. Number of account to be used for funding: 2590.S400.6300.1500

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.
- 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. m.**

Meeting Date: 01/14/2026

---

**Subject:**

The Lorain Police Department request approval for the yearly fee for New World Countywide CAD Records Management System with the Lorain County Treasure in the amount of \$60,000.00. To be paid out of Levy Contractual Services.

---

**Attachments**

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: **1/14/2026**
2. Name of Department Submitting Request: Lorain Police Department
3. Summary of Report: **The Lorain Police Department request approval for the yearly fee for New World Countywide CAD Records management System with the Lorain County Treasurer in the amount of \$60,000.00. To be paid out of Levy Contractual Services.**
4. Name of Vendor: **Lorain County Treasurer c/o Lorain County 911**
5. Amount: **\$60,000.00**
6. Number of account to be used for funding: **2590.S400.6300.1500**

### 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.
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. n.**

Meeting Date: 01/14/2026

---

**Subject:**

The Lorain Police Department request approval to continue services for the Police App with OCV LLC in the amount of \$6,995.00. To be paid out of Levy Contractual Services.

---

**Attachments**

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: **1/14/2026**
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: **The Lorain Police Department request approval to continue services for Police App with OCV LLC in the amount of \$6,995.00. To be paid out of Levy Contractual Services.**
- 4. Name of Vendor: **OCV LLC**
- 5. Amount: **\$6,995.00**
- 6. Number of account to be used for funding: **2590.S400.6300.1500**

**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.
- 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. o.**

Meeting Date: 01/14/2026

---

**Subject:**

The Lorain Police Department request approval to continue quarterly access to Leads on line, with Ohio State Patrol, in the amount of \$7,200.00. To be paid out of General Fund Ohio Leads.

---

**Attachments**

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: 1/14/2026
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: The Lorain Police Department request approval to continue quarterly access to Leads on line, with Ohio State Patrol, in the amount of \$7,200.00. To be paid out of General fund Ohio Leads.
- 4. Name of Vendor: Ohio State Highway Patrol
- 5. Amount: \$7,200.00
- 6. Number of account to be used for funding: 1010.S400.6300.1607

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.
- 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. p.

Meeting Date: 01/14/2026

---

Subject:

The Lorain Police Department request approval to renew annual subscription fees for Power DMS Inc, not to exceed \$8,000.00. To be paid out of General Fund Contractual Services.

---

Attachments

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: 1/14/2026
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: The Lorain Police Department request approval to renew annual subscription fees for Power DMS Inc. not to exceed \$8,000.00. To be paid out of General Fund Contractual Services.
- 4. Name of Vendor: PowerDMS Inc.
- 5. Amount: \$8,000.00
- 6. Number of account to be used for funding: 1010.6400.6300.1500

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.
- 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. q.

Meeting Date: 01/14/2026

---

Subject:

The Lorain Police Department request approval to continue a maintenance agreement with Southeast Security, amount not to exceed \$18,000.00 To be paid out of Levy Contractual Services.

---

Attachments

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: **1/14/2026**
2. Name of Department Submitting Request: Lorain Police Department
3. Summary of Report: **The Lorain Police Department request approval to continue maintenance agreement with Southeast Security, amount not to exceed \$18,000.00. To be paid out of Levy Contractual Services.**
4. Name of Vendor: **Southeast Security**
5. Amount: **\$18,000.00**
6. Number of account to be used for funding: **2590.S400.6300.1500**

### 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.
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. r.**

Meeting Date: 01/14/2026

---

**Subject:**

The Lorain Police Department request approval to continue annual maintenance agreement for camera system with Southeast Security, amount not to exceed \$18,500.00. to be paid out of Levy Contractual Services.

---

**Attachments**

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: **1/14/2026**
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: **The Lorain Police Department request approval to continue annual maintenance agreement for camera system with Southeast Security, amount not t exceed \$18,500.00. To be paid out of Levy Contractual Services.**
- 4. Name of Vendor: **Southeast Security**
- 5. Amount: **\$18,500.00**
- 6. Number of account to be used for funding: **2590.S400.6300.1500**

**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.
- 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. s.**

Meeting Date: 01/14/2026

---

Subject:

The Lorain Police Department request approval to rent range for firearms training, from NOTTC, in the amount of \$6,000.00. To be paid out of Levy Contractual Services.

---

**Attachments**

BOC request form

---



# BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7<sup>th</sup> 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: **1/14/2026**
2. Name of Department Submitting Request: Lorain Police Department
3. Summary of Report: **The Lorain Police Department request approval to rent range for firerarms training, from NOTTC, for the amount of \$6,000.00 to be paid out of Levy Contractual Services.**
4. Name of Vendor: **Norther Ohio Tactcial Training Center**
5. Amount: **\$6,000.00**
6. Number of account to be used for funding: **2590.S400.6300.1500**
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.
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. t.**

Meeting Date: 01/14/2026

---

**Subject:**

The Lorain Police Department request approval for additional \$9,187.20 to cover testing and repairs to AEDs through Biomedical Instrumentation Services. To be paid out of Levy Contractual Services. Original PO#2025-310.

---

**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 the 7<sup>th</sup> 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: 1/14/26
2. Name of Department Submitting Request: Lorain Police Department
3. Summary of Report: The Lorain Police Department request approval for additional \$9,187.20 to cover testing and repairs to AED, through Biomedical Instrumentation Services. To be paid out of Levy Contractual Services. Original PO# 2025-310.
4. Name of Vendor: Biomedical Instrumentation
5. Amount: \$9,187.20
6. Number of account to be used for funding: 2590.S400.6300.1500

### 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.
9. Is the amount requested due to a change order?  Yes /  No
10. If necessary, has City Council approved and when? \_\_\_\_\_

Biomedical Instrumentation Services

# Estimate

PO Box 308  
Ontario, OH 44862

Date	Estimate #
12/19/2025	2025309

Name / Address
City Of Lorain 200 W. Erie Ave Lorain Ohio 44052

Project

Description	Qty	Rate	Total
Performance Verification on AED units. (See PM Report)	63	100.00	6,300.00
Cardiac Science G5 Adult Pad w/CPRD Feedback (SEE PM REPORT)	21	274.00	5,754.00
AED PLUS CPRD Adult Pad 5 year pad. (Rodrigues-N/C #26019))	3	220.00	660.00
Cardiac Science G5 Battery #26044 Missing battery upon inspection	1	448.00	448.00
Zoll AEDPlus batteries- 10 pack Duracell #26009/2626010/26019/26020/26031	5	50.00	250.00
PADS ON ORDER			
Cardiac Science Adult Pad (2yr pad) #26045/26056/26062/26065/26066/26078	6	85.00	510.00
#26007 Physical Complex	1	65.00	65.00
Mileage X2 12/3/25 & 12/10/25	280	0.59	165.20
All pads & Batteries	1	35.00	35.00
		<b>Total</b>	\$14,187.20



**CITY OF LORAIN**

---

**Board of Control**

2. u.

Meeting Date: 01/14/2026

---

Subject:

**A request from the City of Lorain Sewer Dept. for a Purchase Order with A & H Equipment in the amount of \$10,000. For the purchase of Repairs, services, parts, for vactor trucks etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies**

---

Attachments

A&H Equip

---



# 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: 01/14/26
- 2. Name of Department Submitting Request: City Of Lorain Sewer Dept.
- 3. Summary of Report: A request from the City of Lorain Sewer Dept. for a Purchase Order with A & H Equipment in the amount of \$10,000. For the purchase of Repairs, services, parts, for vactor trucks etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.
- 4. Name of Vendor: A & H Equipment
- 5. Amount: \$10,000
- 6. Number of account to be used for funding: G/L 6130.P613.6460.6400.2400 Regular Supplies
- 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. v.**

Meeting Date: 01/14/2026

---

Subject:

A request from the City of Lorain Water Dist. Dept. for a Purchase Order with Amrize in the amount of \$75,000. This is for the purchase of a variety of fill stone used in water repairs & excavations. Funds to come from G/L 6020.P602.6190.6400.2400 Regular Supplies

---

Attachments

Amrize 26 BOC  
Amrize quote  
Carmeuse quote

---



# 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: 01/14/2026
2. Name of Department Submitting Request: City Of Lorain Water Distribution Dept.
3. Summary of Report: A request from the City of Lorain Water Dist. Dept. for a Purchase Order with Amrize in the amount of \$75,000. This is for the purchase of a variety of fill stone used in water repairs & excavations. Funds to come from G/L 6020.P602.6190.6400.2400 Regular Supplies.
4. Name of Vendor: Amrize Great Lakes Inc.
5. Amount: \$75,000
6. Number of account to be used for funding: G/L 6130.P602.6190.6400.2400 Regular Supplies
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 Amrize (information provided for 200 tons of each stone)

Vendor #2 Carmeuse (Information provided for 200 tons of each stone)

Vendor #3 No other local suppliers

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) \_\_\_\_\_



**Quotation For:**

Brian Dull  
 CITY OF LORAIN - WATER DEPT  
 1106 WEST 1ST STREET  
 LORAIN, OH-Ohio 44052  
 440.204.2500  
 brian\_dull@cityoflorain.org

**Quotation From:**

Austin Wenn  
 6211 N Ann Arbor Rd.  
 Dundee, Michigan 48131  
 (734) 639-7007  
 austin.wenn@amrize.com

<b>Project Name</b>	2026 City Of Lorain - Water Dept
<b>Project Address</b>	1106 W 1st St Lorain, OH 44052
<b>Quote Date</b>	12/4/2025
<b>Quote Number</b>	Q-807042
<b>Customer Number</b>	62564
<b>PO#</b>	
<b>Open for Acceptance Until</b>	1/3/2026
<b>Pricing Valid Until</b>	12/31/2026

Product Lines									
Product	Product Description	Line Description	Plant	Quantity	UOM	Material Price	Truck Type	Freight	Landed Price
7034	CS, #8, 3/8"-#8, W		LORAIN #2 YARD	1,079	TON	\$22.35	Tandem	\$3.05	\$25.40
601511	CS, #57, 1"- #4, W (3304)		LORAIN #2 YARD	204	TON	\$24.45	Tandem	\$3.05	\$27.50
8389	CS, ODOT 304		LORAIN #2 YARD	1,557	TON	\$18.25	Tandem	\$3.05	\$21.30

**Additional Notes for Q-807042**

The following inclusions apply to quote:

- Company policy requires a Notice of Commencement prior to the start of projects.
- Unless otherwise specified, all projects quoted in 2025 that extend into 2026 will incur a price increase effective January 1, 2026.
- \*\*Delivery Rates based upon the monthly average diesel fuel pricing from AAA State Average of \$4.00/gal. For every \$0.10 that fuel exceeds the \$4.00/gal base price, there would be a 1% surcharge.
- ALL PRODUCTS SUBJECT TO AVAILABILITY.
- The prices quoted are valid from 2025-12-04 until further notice and subject to escalation as provided for in our Terms and Conditions of Sales.
- This quotation is open for acceptance until 2026-01-03.
- This quotation supersedes all previous quotations for the products, delivery points and project detailed above.
- All sales contingent upon acceptance of Amrize terms and conditions. Any balance outstanding over 30 days will be assessed a finance charge of 1½ % per month.
- Unless stated otherwise, the above prices are quoted on a per net ton (2,000 pounds) basis F.O.B.
- Prices are subject to change, without notice, for any increase in the Seller's costs or other market conditions beyond the Seller's reasonable control.
- All deliveries are quoted as dump and run at the jobsite.
- Waiting time will be billed in 15 minute intervals for all loads waiting in excess of 10 minutes.
- The prices listed above do not include any applicable fuel surcharges. Additional charges may apply. Delivered prices set forth above include a freight rate, which is subject to change, and any increases in freight rates will be passed on to the Buyer. Delivery of material for the project is contingent on availability of hauling units at the time the order is placed. Quoted delivery rates are based upon prompt unloading at the delivery address. If such unloading is delayed, an additional charge may be levied. Such additional charges shall be itemized as such on the purchaser's invoice.
- Material may be inspected by Buyer prior to purchase. Seller accepts no responsibility for rejection or failure of material after it has been shipped from Seller's operations.
- Sales tax is not included in the above pricing and is applicable unless exempt by State Law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commencement of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at the point of sale. Notification of tax-exempt status after shipments initiated will require customer to file for tax refund/credit from taxing authority for taxes charge up to the notification date. Credits will not be issued by Amrize for the taxes billed on the prior invoices.
- If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commence of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at seller's plant site or the site we have delivered the material to.
- THE CONTACT PERSON IS Austin Wenn AND ANY QUERIES REGARDING THE ABOVE SHOULD BE ADDRESSED TO HIM/HER AT (734) 639-7007 OR austin.wenn@amrize.com.

ACCEPTANCE OF THIS QUOTATION: I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the same company, including the prices, terms, and conditions contained herein.

Please return a signed copy of this quotation by mail to the address below or by facsimile before commencement of delivery.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

200 tons of #8 stone \$22.35/ton or \$25.40/ton delivered \$4,470/\$5,080  
200 tons of #57 stone \$24.45/ton or \$27.50/ton delivered \$4,890/\$5,500  
200 tons of #304 stone \$18.25/ton or \$21.30/ton delivered \$3,650/\$4,260

UNITED STATES  
TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE.** These Terms and Conditions of Sale ("Terms") and the written quotation issued by Seller to Buyer ("Written Quotation") (the Terms and the Written Quotation are collectively the "Sales Agreement") govern all sales of products, materials, and services (collectively the "Products") between the legal entity set out in the Written Quotation as the seller ("Seller") and the buyer set out in the Written Quotation ("Buyer") with respect to the sale and supply of the Product set out in the Sales Agreement, regardless of whether Buyer purchases the Products through the medium of verbal orders, written purchase orders or electronic orders (collectively, "Purchase Orders"). Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or Buyer's acceptance of all or any part of the Products, or, in addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. Buyer acknowledges and agrees that, by signing this Sales Agreement or by ordering and/or receiving any Product from Seller, this Sales Agreement shall become a binding contract between Buyer and Seller on the terms and conditions set out in this Sales Agreement. All other terms, conditions, representations, warranties and/or any other terms contained in the documents of Buyer, including but not limited to, terms and conditions, forms and/or Purchase Orders of Buyer are excluded in their entirety and expressly rejected by Seller unless, prior to the earlier of: (i) Buyer first ordering any Product pursuant to the Written Quotation; or (ii) Buyer receiving or taking possession of any Product pursuant to the Written Quotation, Seller has both received in writing and expressly accepted in writing the terms of Buyer's Purchase Order. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not: (i) be construed as assent to such contrary or additional terms and conditions; or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Seller reserves the right to reject any Purchase Order submitted by Buyer.
- 2. PRICE.** The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority now in force or expected in the future, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this Sales Agreement, the price of materials or costs of labor increase, the price of Products under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts. Prices shown on any published price list, or prior to Seller's acceptance of Purchase Orders, are subject to change without notice.
- 3. PAYMENT.** Payments must be made to Seller in U.S. dollars within thirty (30) days of Buyer's receipt of the Products or invoice, whichever is sooner. Payments not received when due will bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Agreement or beginning the manufacture of the Products. If Buyer is delinquent in any payment to Seller, then until all delinquent amounts and late interest, if any, are paid Seller may, at its discretion: (i) be relieved of its obligations with respect to guarantees, including, without limitation, delivery lead times; (ii) refuse to process any credit to which Buyer may otherwise have been entitled; (iii) set off any credit or sum owed by Seller to Buyer against any undisputed amount owed by Buyer to Seller; (iv) withhold future shipments to Buyer; (v) declare Buyer's performance in breach and/or terminate any Purchase Order; (vi) repossess Products for which payment has not been made; (vii) deliver future shipments on a cash-with-Purchase Order or cash-in-advance basis; (viii) charge storage or inventory carrying fees on Products; (ix) recover all costs of collection including, without limitation, reasonable attorneys' fees; or (x) exercise any of the above rights and remedies as may be permitted by applicable law. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on the face of a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.
- 4. SPECIFICATIONS.** Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to applicable freight classification, Seller's customary manufacturing processes and industry courses of dealing and usages of trade.
- 5. SHIPMENT.** Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. In no event will Seller be liable for any loss or damage (including any loss of use or loss of profits) incurred by the Buyer if Seller is unable to deliver on a particular date, and Buyer shall have no claim for damages resulting therefrom. Seller reserves the right to impose additional charges for any special routing, packing, labeling, handling or insurance requested by Buyer.
- 6. TITLE AND RISK OF LOSS.** Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.
- 7. LIMITED WARRANTY.** Seller warrants that the Products will meet the specifications. **THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER MATTER. THE WARRANTY PROVIDED HEREIN IS THE EXCLUSIVE WARRANTY PROVIDED BY SELLER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.**
- 8. CONDITIONS OF APPLICABILITY OR WARRANTY.** Seller's warranty of any Product is of no effect if: (i) the Product is not stored or handled appropriately; (ii) the defect of the Product resulted from damages occurring after delivery of the Product; (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery; (iv) the defect should have been discovered by Buyer in Buyer's inspection and it is not reported to Seller within ten (10) days after the Product's arrival at the destination; (v) the Product is subjected to abuse, misuse or neglect; (vi) the Product has been damaged by or subjected to environmental conditions, overload conditions or any other condition for which the Product was not designed; (vii) the Product has been repaired or altered by a third party other than Seller or Seller's authorized representative; or (viii) the defect is caused in whole or in part by the application of corrosive or other materials that may impact the integrity of the Product. No agreement extending, expanding or supplementing this warranty will be binding on Seller unless in writing and signed by an authorized representative of Seller.
- 9. DEFECTIVE PRODUCTS. 9. DEFECTIVE PRODUCTS.** If a Product does not conform to the limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claims report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.
- 10. RETURNS.** No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of returning the Products without being damaged.
- 11. LIMITATION OF LIABILITY AND REMEDIES.** IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF USE, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE AND EVEN IF SELLER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS SALES AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS SOLD UNDER THIS SALES AGREEMENT OR CORRESPONDING PURCHASE ORDER GIVING RISE TO THE CLAIM. THE SOLE AND EXCLUSIVE REMEDY OF BUYER OR ANY OTHER PARTY AGAINST SELLER FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM, THE SALE OR FAILURE TO SELL, SHALL BE REPLACEMENT OF SUCH PRODUCT SOLD HEREUNDER, OR, AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. BUYER AND SELLER AGREE THAT THE EXCLUSIVE REMEDY SET FORTH HEREIN DOES NOT CAUSE THE SALES AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. Except as expressly set forth herein, nothing herein or in any quotation shall: (i) create any right, cause of action or claim of, for, or on behalf of the Buyer, its heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein; (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; (iii) give the Buyer any rights to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of the use of any of the Product described herein or in such quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Product, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein (unless Seller has breached one of the duties expressly created hereunder), and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).
- 12. ENVIRONMENTAL FEE & FUEL SURCHARGE.** Seller is committed to help ensure a clean and safe environment for our employees, our customers, and our communities. Seller also is committed to controlling and covering its costs so we can continue to provide the best overall value across all product lines. Environmentally-related costs and fuel-related costs are something Seller cannot fully control. Seller's environmental fee and fuel surcharge are meant to help us cover these costs and to help us achieve an acceptable operating margin. The environmental fee and fuel surcharge are separate line items on customer invoices. Seller's environmental fee helps to cover our costs and expenses to operate, on a company-wide basis, in a safe and environmentally responsible manner. The amount or percentage of the environmental component is not specifically tied to the direct or indirect costs to service Buyer's account, but instead to the Seller's overall costs and operating margin goals. Similarly, Seller's fuel surcharge is a charge to cover the Seller's overall costs associated with the delivery of products, including but not limited to the cost of fuel, and the incremental costs for unexpected mileage, wait times, and traffic patterns, and to help meet margin goals.
- NOTE A GOVERNMENTAL TAX; FUTURE CHANGES.** Seller's environmental fee and fuel surcharge are not taxes, surcharges, or fees imposed by or remitted to any governmental or regulatory agency; they are Seller's charges. The environmental fee and fuel surcharge may be changed at the discretion of Seller. To the extent required by Buyer's applicable customer service terms, the assessment of the environmental fee and fuel surcharge or any change to such charge is effective upon Buyer's acceptance of rebate payments from Seller or Buyer's payment of any such charges to Seller.
- 13. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.** Any claims, disputes and controversies related in any way to the Sales Agreement including but not limited to Claims related to the purchase of Product, ("Claims") shall be resolved by arbitration in the Governing State (as defined below). "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims against any of Seller's owners, shareholders, affiliates, subsidiaries, parents, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include Seller's bond and/or lien claims, nor claims for non-payment, all of which may be enforced and/or resolved in a court of law, at Seller's discretion. **BUYER AND SELLER WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** Except as expressly stated in the Class Action Waiver, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this agreement to arbitrate, including but not limited to any unconscionability challenge. Notwithstanding this agreement to arbitrate, the Buyer and Seller may (in each party's sole discretion) elect to pursue Claims in small claims court on an individual basis only, rather than arbitrate, if the Claims fall within the jurisdiction of the applicable small claims court. This Sales Agreement evidences a transaction in interstate commerce. All issues relating to this agreement to arbitrate and Class Action Waiver will be determined pursuant to Federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. § 1-16, or to the extent held applicable under federal substantive law, the law of the Governing State, without regard to conflicts of law. Buyer and Seller further agree that: (1) any dispute or claim arising out of or relating to this Sales Agreement will proceed solely on an individual, non-class, non-representative basis; and (2) the parties expressly waive any right or ability to bring, assert, maintain, or participate as a class member in, a class action, representative action, or private attorney general action (collectively, "Class Action") in court, arbitration, or any other forum regarding any Claim, and expressly waive the right for anyone to do so on our behalf. **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action as to any particular Claim, then the agreement to arbitrate shall be null and void as to that Claim, which shall be resolved in a court of law (and not in arbitration) after the arbitration on the other claims has ended. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to § 10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Commercial Arbitration Rules if the Buyer is a company or other commercial entity. The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules if the Buyer is an individual whose purchase is intended for personal, family or household use. Information on AAA and a copy of the applicable Rules may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the applicable Rules gives a party the right to recover any of those fees from the other party. The arbitrator(s) is not empowered to award consequential, incidental, treble, exemplary or punitive damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved in arbitration. If a court determines that a party is making a statutory claim where such damages are provided for by the statute and cannot be waived, then that claim for statutory damages shall be resolved in court, rather than arbitration, and after the arbitration has ended, but only if the Arbitrator(s) has ruled in favor of that party on the liability of that statutory claim. If any portion of this agreement to arbitrate and Class Action Waiver is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement and Class Action Waiver shall nevertheless remain valid and enforceable, except as provided in the Class Action Waiver.
- CONSUMER OPT-OUT PROVISION.** An individual Buyer whose purchase is intended for personal, family, or household use ("Consumer Buyer") shall have the right to opt out of this agreement to arbitrate and Class Action Waiver by providing written notice of intention to do so within thirty (30) days of the date of this Sales Agreement to: Amrize Legal Department, 6211 Ann Arbor Road, Dundee, Michigan 48131, ATTN: "Arbitration/Class Action Waiver Opt Out." Consumer Buyer must include in the opt out notice: (a) Consumer Buyer's name and address; (b) the date of this Sales Agreement. The parties disclaim any applicability of the U.N. Convention on the International Sale of Goods, 1980, and any successor treaty.
- 14. TERMINATION.** Seller may terminate the Sales Agreement under the following conditions, and in the manner specified: (i) immediately upon written notice of termination to Buyer if Buyer breaches or is in default of any obligation hereunder, and the breach or default is incapable of cure, or if it is capable of cure, has not been cured within ten (10) days after receipt of written notice from the injured party; (ii) immediately upon written notice to Buyer if Buyer has filed for dissolution, bankruptcy, insolvency, receivership or for some similar method of protection against creditors; or (iii) immediately upon Buyer's failure to pay Seller's invoices in accordance with the payment terms stated above or as otherwise agreed in writing by authorized representatives of both parties. If the Sales Agreement is terminated by Seller because of Buyer's default or breach, Seller may (in addition to any other rights or remedies provided herein or at law or in equity) by written notice to Buyer, terminate its obligations, or any part thereof, without any liability to Seller. Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.
- 15. FORCE MAJEURE AND ALLOCATION.** Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, labor disputes, shortages, disputes, strikes or lockouts; breakdowns or accidents; industry disturbance; fires, declared or undeclared war, epidemics, pandemics, computer malfunctions, data breaches, civil unrest, riots, shortage or inability to obtain materials or supplies, delay in transportation; governmental, regulatory or legal action; unusually severe weather conditions, earthquakes, floods, or other acts of God, or delays of a subcontractor of Seller if such delay arises out of causes beyond the reasonable control of both Seller and the subcontractor; or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Force Majeure"). The date of delivery shall be extended for a period equal to the time lost by reason of any Force Majeure. During times of shortage, Seller shall have the right to allocate among its customers in accordance with Section 2-615 of the UCC.
- 16. INDEMNIFICATION.** To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees, officers, directors, and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of: (i) Buyer's negligence or Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) an infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production or use of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Buyer's breach of the Sales Agreement.
- 17. CONFIDENTIALITY.** To the extent Buyer receives or is exposed to Seller's confidential or proprietary information, including but not limited to designs, specifications, design mixes, instructions, trade secrets, data or know-how pertaining to the Products covered under the Purchase Order (collectively "Confidential Information"), Buyer shall maintain the Confidential Information of Seller and will use such information only for the purposes of the Purchase Order. Buyer shall not divulge, disclose or in any way distribute or make use of Confidential Information, and shall not manufacture, repair (or enable a third party to manufacture or repair), alter, modify, decompile, disassemble, reverse engineer, translate or create derivative works of Seller's Products.
- 18. ENTIRE AGREEMENT.** The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supersedes all prior negotiations, proposals, correspondence, communications, discussions, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.
- 19. SUCCESSORS AND ASSIGNS.** These Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent. Any assignment in violation of this clause shall be null and void.
- 20. GOVERNING LAW.** The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state where work is performed or Product is shipped (the "Governing State"), without regard to such state's conflicts of law provisions. **NOTE:** For work performed in or Product shipped to New York, any disputes relating to payments and/or debts will be governed by the laws of the state of Illinois, without regard to its conflicts of law provisions.
- 21. JURISDICTION AND VENUE.** Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim: (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts

of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer at the address set forth in Section 24.

**22. WAIVER.** The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement. The failure of a party to enforce any of the provisions of the Sales Agreement or any Purchase Order will not waive such provisions, nor will any such failure prejudice or affect the other party's right to enforce that provision in the future.

**23. SEVERABILITY.** If any provision of the Sales Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or contrary to law or public policy, the remaining provisions of the Sales Agreement will not be affected, and shall remain in full force and effect.

**24. NOTICES.** No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is: (i) personally delivered; (ii) transmitted by facsimile (with a receipt acknowledgment); (iii) transmitted by electronic computer mail; (iv) transmitted by a recognized courier service; or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to Seller, at its address designated on the face of the Written Quotation - ATTN: SALES DEPARTMENT; and (b) if to Buyer, at its address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given: (i) on the date of receipt if delivered personally; (ii) on the date of transmission if delivered by facsimile; (iii) on the date of transmission if transmitted by electronic computer mail; (iv) one day after pickup by courier if delivered by courier; or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

**NOTICES RELATED TO DEBT DISPUTE:** Notwithstanding the foregoing, Buyer shall submit notices regarding a dispute involving payment and/or debt, to the following address: Amrize Treasury Department - DISPUTES, 6211 Ann Arbor Road, Dundee, MI 48131 ATTN: Gina Santacroce. **DEBT AND/OR PAYMENT NOTICES SENT TO AN ADDRESS AND RECIPIENT OTHER THAN THE DESIGNATED DEBT DISPUTE OFFICE ARE NULL AND VOID.**

**25. CONSTRUCTION.** The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Sales Agreement.

**26. SURVIVAL.** The terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 12, 13, 16, 20, 21 and this Section 26 shall survive the expiration or termination of the Sales Agreement.



# QUOTE

DATE: January 7, 2026

CUSTOMER INFORMATION	
Quote Number	SF-007469
Price Effective Date:	01-07-2026
Price Expiration Date:	12-31-2026
Company:	LORAIN UTILITIES DEPT.
Contact:	BRIAN M DULL
Primary Phone:	440-204-2578
Job Name:	W 1ST YARD 2026
Bill to Address:	1106 West 1st Street, Lorain, Ohio, 44052
Ship to Address:	1106 West 1st Street, Lorain, OH, 44052

CARMEUSE CONTACT INFORMATION	
Sales Rep:	Paul Paquette
Email:	paul.paquette@carmeuse.com
Mobile Phone:	(440) 840-6324
Pricing Type:	FOB W/ Freight
To Place an Order: OH Dispatch	1-440-639-9046
To Place an Order: PA Dispatch	1-814-480-8556
Email all PO's and tax exempt certificates to: paul.paquette@carmeuse.com	
Truck Fuel Surcharge:	Variable

SITE	MATERIAL DESCRIPTION	PRODUCT CODE	ESTIMATED TONS	PICKUP PRICE PER TON	FREIGHT PRICE PER TON	TOTAL PRICE
Lorain	#304 CAL	11668	200	\$18.25	\$3.25	\$21.50
Lorain	#57 CAL	11617	200	\$24.00	\$3.25	\$27.25
Lorain	#8 CAL	11620	200	\$24.00	\$3.25	\$27.25

These rates are based on 200 tons of each variety of stone (stone price)  
And total price with delivery.

## QUOTATION TERMS

All quotes are subject to credit review and approval, payment terms are Net 30 days.  
Quotes are good for 30 days from the issue date (unless agreed to otherwise in bid) and require a signature.  
Quoted pricing is based on availability of material at the time the order is received.  
All truck rates are quoted as a 20-ton truckload. Less than 20 tons will be billed at a minimum.  
All prices are subject to change with 30 days' written notice.  
All quantities are in net tons (2,000 lbs) and currency in USD.  
All taxes are extra and will be collected until an exemption certificate is received.  
All purchase orders and tax-exempt forms must be emailed to [aggregate@carmeuse.com](mailto:aggregate@carmeuse.com).

The prices listed above do not include any applicable fuel surcharge. This is an additional charge figured at:

<p>* EFFECTIVE 6/13/22: A MONTHLY FUEL SURCHARGE MAY APPLY FOR THE TRUCK DELIVERY RATE ON +\$4.50 PER GALLON DIESEL PRICE OBTAINED FROM EIA, MIDWEST: <a href="https://www.eia.gov/petroleum/gasdiesel/">https://www.eia.gov/petroleum/gasdiesel/</a> FSC will be set monthly and based on the prior month's average. &gt; \$4.50 / GALLON ADD 5% FSC TO TRUCK RATE &gt; \$5.00 / GALLON ADD 10% FSC TO TRUCK RATE &gt; \$5.50 / GALLON ADD 15% FSC TO TRUCK RATE ADDITIONAL 5% INCREASE PER \$0.50 GALLON INCREASE ON DIESEL</p>
---

Enclosed are the Terms and Conditions of Sale.

**\*IN NO EVENT SHALL CARMEUSE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT OR CARMEUSE'S OBLIGATIONS HEREUNDER. All sales are expressly contingent upon this limitation of liability. To the extent any purchase order contains terms or conditions in addition to or contrary to such limitation, then such terms or conditions are objected to, null and void, and will not form a part of the parties' contract.**

In order to proceed please sign below and return to Sales Admin.

\_\_\_\_\_  
Print Name:

*Thank you For Your Business!*

## **CARMEUSE TERMS & CONDITIONS OF SALE**

**Orders and Acceptance.** All Purchase Orders ("Orders") and quotations are subject to acceptance by Carmeuse Industrial Sales ("Carmeuse"). Unless otherwise stated, all sales transactions are expressly limited to the terms and conditions set forth and below. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Buyer's purchase orders or other documents submitted by Buyer are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Carmeuse's failure to object to the same. All sales are final. Goods cannot be returned without Carmeuse's prior written consent.

**Quotations and Published Prices.** All written quotations shall automatically expire on the expiration date listed on the quotation, but in no event later than thirty (30) days after issuance, and are subject to withdrawal by notice within that period. Carmeuse, at its sole option, may extend the effective date of written quotations up to six month. Oral quotations shall expire in thirty (30) days. All quote prices for material sole by Carmeuse pursuant to any Purchase Order ("Material") are F.O.B. stated shipping point, unless otherwise specified. Transportation shall be by means that are commercially reasonable and customary and at the Buyer's expense. Delivered prices are based on transportation prices available to Carmeuse at time of quotation and assume that trucks are able to discharge their loads at the delivery site in a reasonable time. If unloading delays occur, additional charges may apply. Any charges at destination or spotting, switching, handling, storage and other services and demurrage, shall be for Buyer's account. Pricing of aggregate assumes normal residual moisture content, including free moisture in the case of washed Materials. Prices shown on published price lists and other literature issued by Carmeuse do not represent unconditional offers to sell, and are subject to change without notice.

**Payment.** Buyer shall make payment in advance of shipping unless Carmeuse's credit department, in its sole discretion, approves Buyer's credit. Payment pursuant to approved credit terms shall be made thirty (30) days from the date of Carmeuse's invoice. No discounts are allowed for early payment, unless otherwise specified on the face of any Order. Invoices for shipments to approved credit customers shall be issued upon shipment. Past due invoices are subject to a monthly service charge at a rate equal to or lesser of 1 ½ % per month or the maximum rate from time to time permitted by applicable law. Carmeuse's Credit Department may revoke credit approval or alter payment terms at any time. Upon placing this instrument with an attorney for collection of past due payments or repossession of Material, Buyer shall reimburse Carmeuse for attorney's fees, court costs, and other expenses incurred by Carmeuse to enforce the terms and conditions stated herein.

**Taxes.** Carmeuse's prices do not include federal, state, or local taxes, including sales, use, property, import/export, value added, excise or similar tax payments. Carmeuse shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Carmeuse for any such applicable taxes.

**Order Changes /Cancellation.** Requested changes to Orders are subject to Carmeuse's approval and acceptance. Buyer shall reimburse Carmeuse for all additional costs and expenses related to any such change. Buyer's cancellation of any standard Material Order is subject to Carmeuse's receipt of Buyer's prior written

notice less than thirty (30) days before any material is shipped. In the event of any whole or partial cancellation of any order by Buyer, Buyers shall pay to Carmeuse the reasonable costs and expenses incurred by Carmeuse prior to Carmeuse's receipt of the cancellation notice plus Carmeuse's usual rate of profit for similar Material on the portion of the order canceled.

**Shipping.** Unless otherwise specified, title to and risk of loss of, the Materials shall pass to Buyer upon Carmeuse's delivery of the Materials to a carrier or directly to Buyer at the F.O.B. point, or upon removal from Carmeuse's plant or terminal if the F.O.B. point is a location other than Carmeuse's plant. Unless otherwise stated, Carmeuse's prices do not include shipping charges, including fuel surcharges and administrative fees. Carmeuse will use its best efforts to load Buyer's trucks, rail cars or barges, provided that, Carmeuse will not overload any such vessels and shall not be liable for overweight charges or fines, minimum charges for light loaded cars or trucks or for demurrage or other charges associated with shipping the Materials to Buyer.

**Delivery/Access.** All delivery/performance dates indicated on Carmeuse's documents are approximate and are based upon the prompt receipt of all necessary information from Buyer regarding Materials ordered. Buyer agrees to provide seller with reasonable advance notice of Material requirements, time and rate of delivery. Carmeuse will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for delays caused by carriers. In the event of any delivery delay caused by Buyer, Carmeuse will store and handle all Material ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance and handling charges on or after the date on which the materials are ready for delivery. Buyer shall provide suitable roadways or approaches to points of delivery. If delivery is requested beyond the curb line, Buyer assumes all liability for damage to sidewalks, driveways or other property. Buyer must arrange in advance with Seller's dispatcher for deliveries of Materials at times other than normal working hours which may result in extra charges.

**Inspection & Acceptance.** In the case of deliveries made in large individuals loads, such as by rail or barge, any inspection by Buyer must be made at the point of loading. Buyer may, at its' expense, have a representative at Carmeuse's facility for the purpose of such inspection.

**Security Interest.** Until such time as Carmeuse is fully paid for Material shipped, Buyer shall grant to Carmeuse a purchase money security interest in the Materials. Buyer will assist Carmeuse in taking necessary action to protect Carmeuse's security interest. All checks or other commercial paper shall be accepted subject to collection, and the foregoing security interest shall remain until such time as funds are actually collected.

**Warranty.** Carmeuse warrants to Buyer that all Material supplied by Carmeuse is in compliance with Carmeuse's published specifications at the point of shipment from Carmeuse's facility. If Material sold by Carmeuse fails to meet the foregoing warranty, Carmeuse will at its sole option either: (1) refund the amount received by Carmeuse for defective Material, or (2) replace any defective Material free of charge. The foregoing is contingent upon Carmeuse receiving Buyer's prompt written notice of any defect. In no event shall Buyer make any claim or initiate any proceeding based upon alleged breach of warranty more than six (6) months from the date of shipment of the relevant Material. Buyer acknowledges that Material may degrade by improper handling after leaving Carmeuse's facility or terminal,

or from time may contain impurities that render the materials unacceptable for certain applications and that all such Material is excluded from the warranties stated herein. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARMEUSE'S WARRANTY DOES NOT APPLY IF MATERIALS HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, NEGLIGENCE (INCLUDING WITHOUT LIMITATION IMPROPER STORAGE), ACCIDENT OR MODIFICATION NOT EXPRESSLY AUTHORIZED BY CARMEUSE. THIS WARRANTY CONTAINS CARMEUSE'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.**

**Limitation of Liability.** CARMEUSE SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL CARMEUSE'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE COST OF THE MATERIAL GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**Carmeuse's Premises.** While on Carmeuse's premises Buyer's employees, invitees, and subcontractors (including subcontractors or carriers used for the purpose of transporting Material) shall be subject to and shall observe such safety and other rules and regulations as Carmeuse may then have in force at such premises. Buyer shall confine its employees, invitees, and subcontractors to that portion of Carmeuse's premises where work is to be performed and to such in-plant roads leading to and from such site as Carmeuse authorizes Buyer to use. Buyer shall assume sole responsibility for the safety of, and shall take all necessary measures and precautions at all times to prevent injury to its employees, subcontractors' employees and others who enter upon Carmeuse's premises. Compliance with MSHA, OSHA, and any other regulatory agency rules are a condition of entry to Carmeuse property. Buyer shall save Carmeuse harmless from any and all claims, damages, liabilities and loss, arising from injury to, or the death of, any person, or damage to the loss of any property, caused or occasioned by the acts or omissions of Buyer, his employees, invitees, and subcontractors while on or about Carmeuse's premises in connection with any matter relating to the performance of an Order.

**Excuse of Performance.** Neither party shall be liable for any delay or failure to perform to the extent caused by fire, flood, explosion, war, riot, embargo, labor disputes, shortage of utilities, material or labor, delay in transportation, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of any nature reasonably beyond such party's control. In such circumstances, Buyer or Carmeuse may cancel the portion of this Order subject to such delay by giving prompt written notice, provided that, such cancellation shall apply only to that portion of the Order affected by the foregoing circumstances and the balance of the Order shall continue in full force and effect. If Carmeuse's

Material production capacity is impaired as a result of one of the foregoing events of force majeure, then Carmeuse may allocate to Buyer a pro rata portion of Carmeuse's total remaining capacity taking into account Carmeuse's impaired Material production capacity, Buyer's requirements pursuant to his Order and Carmeuse's aggregate customer requirements for Materials.

**Waiver.** No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any right by the party having those rights.

**Severability.** Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed in remaining portion without including any such part or portion by which may for any reason be declared invalid.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding its conflict of laws provisions), including the provisions of the UCC in Pennsylvania. Any proceeding pertaining to any such claim shall be venued in Pittsburgh, PA.

**Entire Agreement/Amendment.** Carmeuse and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of this Order and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.

**Assignability.** Neither party may sell, assign, or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other; provided, however, that Carmeuse reserves the right to assign its rights, duties and obligations to any party purchasing substantially all of Carmeuse's assets. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.



**CITY OF LORAIN**

---

**Board of Control**

**2. w.**

Meeting Date: 01/14/2026

---

Subject:

A request from the City of Lorain Sewer Dept. for a Purchase Order with Amrize in the amount of \$30,000. This is for the purchase of a variety of fill stone used in sewer excavations. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.

---

**Attachments**

Carmeuse quote (sewer)

Amrize quote (sewer)

BOC request form

---



# QUOTE

DATE: January 7, 2026

CUSTOMER INFORMATION	
Quote Number	SF-007468
Price Effective Date:	01-07-2026
Price Expiration Date:	12-31-2026
Company:	LORAIN UTILITIES DEPT.
Contact:	BRIAN M DULL
Primary Phone:	440-204-2578
Job Name:	OLD LAKE RD YARD 2026
Bill to Address:	1106 West 1st Street, Lorain, Ohio, 44052
Ship to Address:	306 Old Lake Road, Lorain, OH, 44053

CARMEUSE CONTACT INFORMATION	
Sales Rep:	Paul Paquette
Email:	paul.paquette@carmeuse.com
Mobile Phone:	(440) 840-6324
Pricing Type:	FOB W/ Freight
To Place an Order: OH Dispatch	1-440-639-9046
To Place an Order: PA Dispatch	1-814-480-8556
Email all PO's and tax exempt certificates to: paul.paquette@carmeuse.com	
Truck Fuel Surcharge:	Variable

SITE	MATERIAL DESCRIPTION	PRODUCT CODE	ESTIMATED TONS	PICKUP PRICE PER TON	FREIGHT PRICE PER TON	TOTAL PRICE
Lorain	#304 CAL	11668	200	\$18.25	\$4.50	\$22.75
Lorain	#57 CAL	11617	200	\$24.00	\$4.50	\$28.50
Lorain	#8 CAL	11620	200	\$24.00	\$4.50	\$28.50

## QUOTATION TERMS

All quotes are subject to credit review and approval, payment terms are Net 30 days.  
Quotes are good for 30 days from the issue date (unless agreed to otherwise in bid) and require a signature.  
Quoted pricing is based on availability of material at the time the order is received.  
All truck rates are quoted as a 20-ton truckload. Less than 20 tons will be billed at a minimum.  
All prices are subject to change with 30 days' written notice.  
All quantities are in net tons (2,000 lbs) and currency in USD.  
All taxes are extra and will be collected until an exemption certificate is received.  
All purchase orders and tax-exempt forms must be emailed to [aggregate@carmeuse.com](mailto:aggregate@carmeuse.com).

The prices listed above do not include any applicable fuel surcharge. This is an additional charge figured at:

<p>* EFFECTIVE 6/13/22: A MONTHLY FUEL SURCHARGE MAY APPLY FOR THE TRUCK DELIVERY RATE ON +\$4.50 PER GALLON DIESEL PRICE OBTAINED FROM EIA, MIDWEST: <a href="https://www.eia.gov/petroleum/gasdiesel/">https://www.eia.gov/petroleum/gasdiesel/</a> FSC will be set monthly and based on the prior month's average. &gt; \$4.50 / GALLON ADD 5% FSC TO TRUCK RATE &gt; \$5.00 / GALLON ADD 10% FSC TO TRUCK RATE &gt; \$5.50 / GALLON ADD 15% FSC TO TRUCK RATE ADDITIONAL 5% INCREASE PER \$0.50 GALLON INCREASE ON DIESEL</p>
---

Enclosed are the Terms and Conditions of Sale.

**\*IN NO EVENT SHALL CARMEUSE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT OR CARMEUSE'S OBLIGATIONS HEREUNDER. All sales are expressly contingent upon this limitation of liability. To the extent any purchase order contains terms or conditions in addition to or contrary to such limitation, then such terms or conditions are objected to, null and void, and will not form a part of the parties' contract.**

In order to proceed please sign below and return to Sales Admin.

\_\_\_\_\_  
Print Name:

*Thank you For Your Business!*

## **CARMEUSE TERMS & CONDITIONS OF SALE**

**Orders and Acceptance.** All Purchase Orders ("Orders") and quotations are subject to acceptance by Carmeuse Industrial Sales ("Carmeuse"). Unless otherwise stated, all sales transactions are expressly limited to the terms and conditions set forth and below. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Buyer's purchase orders or other documents submitted by Buyer are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Carmeuse's failure to object to the same. All sales are final. Goods cannot be returned without Carmeuse's prior written consent.

**Quotations and Published Prices.** All written quotations shall automatically expire on the expiration date listed on the quotation, but in no event later than thirty (30) days after issuance, and are subject to withdrawal by notice within that period. Carmeuse, at its sole option, may extend the effective date of written quotations up to six month. Oral quotations shall expire in thirty (30) days. All quote prices for material sole by Carmeuse pursuant to any Purchase Order ("Material") are F.O.B. stated shipping point, unless otherwise specified. Transportation shall be by means that are commercially reasonable and customary and at the Buyer's expense. Delivered prices are based on transportation prices available to Carmeuse at time of quotation and assume that trucks are able to discharge their loads at the delivery site in a reasonable time. If unloading delays occur, additional charges may apply. Any charges at destination or spotting, switching, handling, storage and other services and demurrage, shall be for Buyer's account. Pricing of aggregate assumes normal residual moisture content, including free moisture in the case of washed Materials. Prices shown on published price lists and other literature issued by Carmeuse do not represent unconditional offers to sell, and are subject to change without notice.

**Payment.** Buyer shall make payment in advance of shipping unless Carmeuse's credit department, in its sole discretion, approves Buyer's credit. Payment pursuant to approved credit terms shall be made thirty (30) days from the date of Carmeuse's invoice. No discounts are allowed for early payment, unless otherwise specified on the face of any Order. Invoices for shipments to approved credit customers shall be issued upon shipment. Past due invoices are subject to a monthly service charge at a rate equal to or lesser of 1 ½ % per month or the maximum rate from time to time permitted by applicable law. Carmeuse's Credit Department may revoke credit approval or alter payment terms at any time. Upon placing this instrument with an attorney for collection of past due payments or repossession of Material, Buyer shall reimburse Carmeuse for attorney's fees, court costs, and other expenses incurred by Carmeuse to enforce the terms and conditions stated herein.

**Taxes.** Carmeuse's prices do not include federal, state, or local taxes, including sales, use, property, import/export, value added, excise or similar tax payments. Carmeuse shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Carmeuse for any such applicable taxes.

**Order Changes /Cancellation.** Requested changes to Orders are subject to Carmeuse's approval and acceptance. Buyer shall reimburse Carmeuse for all additional costs and expenses related to any such change. Buyer's cancellation of any standard Material Order is subject to Carmeuse's receipt of Buyer's prior written

notice less than thirty (30) days before any material is shipped. In the event of any whole or partial cancellation of any order by Buyer, Buyers shall pay to Carmeuse the reasonable costs and expenses incurred by Carmeuse prior to Carmeuse's receipt of the cancellation notice plus Carmeuse's usual rate of profit for similar Material on the portion of the order canceled.

**Shipping.** Unless otherwise specified, title to and risk of loss of, the Materials shall pass to Buyer upon Carmeuse's delivery of the Materials to a carrier or directly to Buyer at the F.O.B. point, or upon removal from Carmeuse's plant or terminal if the F.O.B. point is a location other than Carmeuse's plant. Unless otherwise stated, Carmeuse's prices do not include shipping charges, including fuel surcharges and administrative fees. Carmeuse will use its best efforts to load Buyer's trucks, rail cars or barges, provided that, Carmeuse will not overload any such vessels and shall not be liable for overweight charges or fines, minimum charges for light loaded cars or trucks or for demurrage or other charges associated with shipping the Materials to Buyer.

**Delivery/Access.** All delivery/performance dates indicated on Carmeuse's documents are approximate and are based upon the prompt receipt of all necessary information from Buyer regarding Materials ordered. Buyer agrees to provide seller with reasonable advance notice of Material requirements, time and rate of delivery. Carmeuse will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for delays caused by carriers. In the event of any delivery delay caused by Buyer, Carmeuse will store and handle all Material ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance and handling charges on or after the date on which the materials are ready for delivery. Buyer shall provide suitable roadways or approaches to points of delivery. If delivery is requested beyond the curb line, Buyer assumes all liability for damage to sidewalks, driveways or other property. Buyer must arrange in advance with Seller's dispatcher for deliveries of Materials at times other than normal working hours which may result in extra charges.

**Inspection & Acceptance.** In the case of deliveries made in large individuals loads, such as by rail or barge, any inspection by Buyer must be made at the point of loading. Buyer may, at its' expense, have a representative at Carmeuse's facility for the purpose of such inspection.

**Security Interest.** Until such time as Carmeuse is fully paid for Material shipped, Buyer shall grant to Carmeuse a purchase money security interest in the Materials. Buyer will assist Carmeuse in taking necessary action to protect Carmeuse's security interest. All checks or other commercial paper shall be accepted subject to collection, and the foregoing security interest shall remain until such time as funds are actually collected.

**Warranty.** Carmeuse warrants to Buyer that all Material supplied by Carmeuse is in compliance with Carmeuse's published specifications at the point of shipment from Carmeuse's facility. If Material sold by Carmeuse fails to meet the foregoing warranty, Carmeuse will at its sole option either: (1) refund the amount received by Carmeuse for defective Material, or (2) replace any defective Material free of charge. The foregoing is contingent upon Carmeuse receiving Buyer's prompt written notice of any defect. In no event shall Buyer make any claim or initiate any proceeding based upon alleged breach of warranty more than six (6) months from the date of shipment of the relevant Material. Buyer acknowledges that Material may degrade by improper handling after leaving Carmeuse's facility or terminal,

or from time may contain impurities that render the materials unacceptable for certain applications and that all such Material is excluded from the warranties stated herein. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARMEUSE'S WARRANTY DOES NOT APPLY IF MATERIALS HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, NEGLIGENCE (INCLUDING WITHOUT LIMITATION IMPROPER STORAGE), ACCIDENT OR MODIFICATION NOT EXPRESSLY AUTHORIZED BY CARMEUSE. THIS WARRANTY CONTAINS CARMEUSE'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.**

**Limitation of Liability.** CARMEUSE SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL CARMEUSE'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE COST OF THE MATERIAL GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**Carmeuse's Premises.** While on Carmeuse's premises Buyer's employees, invitees, and subcontractors (including subcontractors or carriers used for the purpose of transporting Material) shall be subject to and shall observe such safety and other rules and regulations as Carmeuse may then have in force at such premises. Buyer shall confine its employees, invitees, and subcontractors to that portion of Carmeuse's premises where work is to be performed and to such in-plant roads leading to and from such site as Carmeuse authorizes Buyer to use. Buyer shall assume sole responsibility for the safety of, and shall take all necessary measures and precautions at all times to prevent injury to its employees, subcontractors' employees and others who enter upon Carmeuse's premises. Compliance with MSHA, OSHA, and any other regulatory agency rules are a condition of entry to Carmeuse property. Buyer shall save Carmeuse harmless from any and all claims, damages, liabilities and loss, arising from injury to, or the death of, any person, or damage to the loss of any property, caused or occasioned by the acts or omissions of Buyer, his employees, invitees, and subcontractors while on or about Carmeuse's premises in connection with any matter relating to the performance of an Order.

**Excuse of Performance.** Neither party shall be liable for any delay or failure to perform to the extent caused by fire, flood, explosion, war, riot, embargo, labor disputes, shortage of utilities, material or labor, delay in transportation, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of any nature reasonably beyond such party's control. In such circumstances, Buyer or Carmeuse may cancel the portion of this Order subject to such delay by giving prompt written notice, provided that, such cancellation shall apply only to that portion of the Order affected by the foregoing circumstances and the balance of the Order shall continue in full force and effect. If Carmeuse's

Material production capacity is impaired as a result of one of the foregoing events of force majeure, then Carmeuse may allocate to Buyer a pro rata portion of Carmeuse's total remaining capacity taking into account Carmeuse's impaired Material production capacity, Buyer's requirements pursuant to his Order and Carmeuse's aggregate customer requirements for Materials.

**Waiver.** No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any right by the party having those rights.

**Severability.** Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed in remaining portion without including any such part or portion by which may for any reason be declared invalid.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding its conflict of laws provisions), including the provisions of the UCC in Pennsylvania. Any proceeding pertaining to any such claim shall be venued in Pittsburgh, PA.

**Entire Agreement/Amendment.** Carmeuse and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of this Order and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.

**Assignability.** Neither party may sell, assign, or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other; provided, however, that Carmeuse reserves the right to assign its rights, duties and obligations to any party purchasing substantially all of Carmeuse's assets. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.



**Quotation For:**

Brian Dull  
 CITY OF LORAIN - SEWER DEPT  
 1106 WEST 1ST STREET  
 LORAIN, OH-Ohio 44052  
 440.204.2500  
 brian\_dull@cityoflorain.org

**Quotation From:**

Austin Wenn  
 6211 N Ann Arbor Rd.  
 Dundee, Michigan 48131  
 (734) 639-7007  
 austin.wenn@amrize.com

<b>Project Name</b>	2026 City Of Lorain - Sewer
<b>Project Address</b>	Lorain Utilities' department lorain, OH 44052
<b>Quote Date</b>	12/4/2025
<b>Quote Number</b>	Q-807041
<b>Customer Number</b>	62563
<b>PO#</b>	
<b>Open for Acceptance Until</b>	1/3/2026
<b>Pricing Valid Until</b>	12/31/2026

Product Lines									
Product	Product Description	Line Description	Plant	Quantity	UOM	Material Price	Truck Type	Freight	Landed Price
7034	CS, #8, 3/8"-#8, W		LORAIN #2 YARD	363	TON	\$22.35	Tandem	\$4.55	\$26.90
601511	CS, #57, 1"- #4, W (3304)		LORAIN #2 YARD	1	TON	\$24.45	Tandem	\$4.55	\$29.00
8389	CS, ODOT 304		LORAIN #2 YARD	850	TON	\$18.25	Tandem	\$4.55	\$22.80

**Additional Notes for Q-807041**

The following inclusions apply to quote:

- Company policy requires a Notice of Commencement prior to the start of projects.
- Unless otherwise specified, all projects quoted in 2025 that extend into 2026 will incur a price increase effective January 1, 2026.
- \*\*Delivery Rates based upon the monthly average diesel fuel pricing from AAA State Average of \$4.00/gal. For every \$0.10 that fuel exceeds the \$4.00/gal base price, there would be a 1% surcharge.
- ALL PRODUCTS SUBJECT TO AVAILABILITY.
- The prices quoted are valid from 2025-12-04 until further notice and subject to escalation as provided for in our Terms and Conditions of Sales.
- This quotation is open for acceptance until 2026-01-03.
- This quotation supersedes all previous quotations for the products, delivery points and project detailed above.
- All sales contingent upon acceptance of Amrize terms and conditions. Any balance outstanding over 30 days will be assessed a finance charge of 1½ % per month.
- Unless stated otherwise, the above prices are quoted on a per net ton (2,000 pounds) basis F.O.B.
- Prices are subject to change, without notice, for any increase in the Seller's costs or other market conditions beyond the Seller's reasonable control.
- All deliveries are quoted as dump and run at the jobsite.
- Waiting time will be billed in 15 minute intervals for all loads waiting in excess of 10 minutes.
- The prices listed above do not include any applicable fuel surcharges. Additional charges may apply. Delivered prices set forth above include a freight rate, which is subject to change, and any increases in freight rates will be passed on to the Buyer. Delivery of material for the project is contingent on availability of hauling units at the time the order is placed. Quoted delivery rates are based upon prompt unloading at the delivery address. If such unloading is delayed, an additional charge may be levied. Such additional charges shall be itemized as such on the purchaser's invoice.
- Material may be inspected by Buyer prior to purchase. Seller accepts no responsibility for rejection or failure of material after it has been shipped from Seller's operations.
- Sales tax is not included in the above pricing and is applicable unless exempt by State Law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commencement of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at the point of sale. Notification of tax-exempt status after shipments initiated will require customer to file for tax refund/credit from taxing authority for taxes charge up to the notification date. Credits will not be issued by Amrize for the taxes billed on the prior invoices.
- If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commence of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at seller's plant site or the site we have delivered the material to.
- THE CONTACT PERSON IS Austin Wenn AND ANY QUERIES REGARDING THE ABOVE SHOULD BE ADDRESSED TO HIM/HER AT (734) 639-7007 OR austin.wenn@amrize.com.

ACCEPTANCE OF THIS QUOTATION: I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the same company, including the prices, terms, and conditions contained herein.

Please return a signed copy of this quotation by mail to the address below or by facsimile before commencement of delivery.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

200 tons of #8 stone \$22.35/ton or \$26.90/ ton delivered = \$4,470/\$5,380  
200 tons of #57 stone \$24.45/ton or \$29.00/ton delivered = \$4,890/\$5,800  
200 tons of #304 stone \$18.25/ton or \$22.80/ton delivered = \$3,650/\$4,560

UNITED STATES  
TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE.** These Terms and Conditions of Sale ("Terms") and the written quotation issued by Seller to Buyer ("Written Quotation") (the Terms and the Written Quotation are collectively the "Sales Agreement") govern all sales of products, materials, and services (collectively the "Products") between the legal entity set out in the Written Quotation as the seller ("Seller") and the buyer set out in the Written Quotation ("Buyer") with respect to the sale and supply of the Product set out in the Sales Agreement, regardless of whether Buyer purchases the Products through the medium of verbal orders, written purchase orders or electronic orders (collectively, "Purchase Orders"). Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or Buyer's acceptance of all or any part of the Products, or any addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. Buyer acknowledges and agrees that, by signing this Sales Agreement or by ordering and/or receiving any Product from Seller, this Sales Agreement shall become a binding contract between Buyer and Seller on the terms and conditions set out in this Sales Agreement. All other terms, conditions, representations, warranties and/or any other terms contained in the documents of Buyer, including but not limited to, terms and conditions, forms and/or Purchase Orders of Buyer are excluded in their entirety and expressly rejected by Seller unless, prior to the earlier of: (i) Buyer first ordering any Product pursuant to the Written Quotation; or (ii) Buyer receiving or taking possession of any Product pursuant to the Written Quotation, Seller has both received in writing and expressly accepted in writing the terms of Buyer's Purchase Order. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not: (i) be construed as assent to such contrary or additional terms and conditions; or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Seller reserves the right to reject any Purchase Order submitted by Buyer.
- 2. PRICE.** The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority now in force or expected in the future, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this Sales Agreement, the price of materials or costs of labor increase, the price of Products under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts. Prices shown on any published price list, or prior to Seller's acceptance of Purchase Orders, are subject to change without notice.
- 3. PAYMENT.** Payments must be made to Seller in U.S. dollars within thirty (30) days of Buyer's receipt of the Products or invoice, whichever is sooner. Payments not received when due will bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Agreement or beginning the manufacture of the Products. If Buyer is delinquent in any payment to Seller, then until all delinquent amounts and late interest, if any, are paid Seller may, at its discretion: (i) be relieved of its obligations with respect to guarantees, including, without limitation, delivery lead times; (ii) refuse to process any credit to which Buyer may otherwise have been entitled; (iii) set off any credit or sum owed by Seller to Buyer against any undisputed amount owed by Buyer to Seller; (iv) withhold future shipments to Buyer; (v) declare Buyer's performance in breach and/or terminate any Purchase Order; (vi) repossess Products for which payment has not been made; (vii) deliver future shipments on a cash-with-Purchase Order or cash-in-advance basis; (viii) charge storage or inventory carrying fees on Products; (ix) recover all costs of collection including, without limitation, reasonable attorneys' fees; or (x) exercise any of the above rights and remedies as may be permitted by applicable law. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on the face of a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.
- 4. SPECIFICATIONS.** Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to applicable freight classification, Seller's customary manufacturing processes and industry courses of dealing and usages of trade.
- 5. SHIPMENT.** Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. In no event will Seller be liable for any loss or damage (including any loss of use or loss of profits) incurred by the Buyer if Seller is unable to deliver on a particular date, and Buyer shall have no claim for damages resulting therefrom. Seller reserves the right to impose additional charges for any special routing, packing, labeling, handling or insurance requested by Buyer.
- 6. TITLE AND RISK OF LOSS.** Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.
- 7. LIMITED WARRANTY.** Seller warrants that the Products will meet the specifications. **THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER MATTER. THE WARRANTY PROVIDED HEREIN IS THE EXCLUSIVE WARRANTY PROVIDED BY SELLER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.**
- 8. CONDITIONS OF APPLICABILITY OR WARRANTY.** Seller's warranty of any Product is of no effect if: (i) the Product is not stored or handled appropriately; (ii) the defect of the Product resulted from damages occurring after delivery of the Product; (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery; (iv) the defect should have been discovered by Buyer in Buyer's inspection and it is not reported to Seller within ten (10) days after the Product's arrival at the destination; (v) the Product is subjected to abuse, misuse or neglect; (vi) the Product has been damaged by or subjected to environmental conditions, overload conditions or any other condition for which the Product was not designed; (vii) the Product has been repaired or altered by a third party other than Seller or Seller's authorized representative; or (viii) the defect is caused in whole or in part by the application of corrosive or other materials that may impact the integrity of the Product. No agreement extending, expanding or supplementing this warranty will be binding on Seller unless in writing and signed by an authorized representative of Seller.
- 9. DEFECTIVE PRODUCTS. 9. DEFECTIVE PRODUCTS.** If a Product does not conform to the limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claims report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.
- 10. RETURNS.** No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of returning the Products without being damaged.
- 11. LIMITATION OF LIABILITY AND REMEDIES.** IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF USE, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE AND EVEN IF SELLER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS SALES AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS SOLD UNDER THIS SALES AGREEMENT OR CORRESPONDING PURCHASE ORDER GIVING RISE TO THE CLAIM. THE SOLE AND EXCLUSIVE REMEDY OF BUYER OR ANY OTHER PARTY AGAINST SELLER FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM, THE SALE OR FAILURE TO SELL, SHALL BE REPLACEMENT OF SUCH PRODUCT SOLD HEREUNDER, OR, AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. BUYER AND SELLER AGREE THAT THE EXCLUSIVE REMEDY SET FORTH HEREIN DOES NOT CAUSE THE SALES AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. Except as expressly set forth herein, nothing herein or in any quotation shall: (i) create any right, cause of action or claim of, for, or on behalf of the Buyer, its heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein; (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; (iii) give the Buyer any rights to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of the use of any of the Product described herein or in such quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Product, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein (unless Seller has breached one of the duties expressly created hereunder), and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).
- 12. ENVIRONMENTAL FEE & FUEL SURCHARGE.** Seller is committed to help ensure a clean and safe environment for our employees, our customers, and our communities. Seller also is committed to controlling and covering its costs so we can continue to provide the best overall value across all product lines. Environmentally-related costs and fuel-related costs are something Seller cannot fully control. Seller's environmental fee and fuel surcharge are meant to help us cover these costs and to help us achieve an acceptable operating margin. The environmental fee and fuel surcharge are separate line items on customer invoices. Seller's environmental fee helps to cover our costs and expenses to operate, on a company-wide basis, in a safe and environmentally responsible manner. The amount or percentage of the environmental component is not specifically tied to the direct or indirect costs to service Buyer's account, but instead to the Seller's overall costs and operating margin goals. Similarly, Seller's fuel surcharge is a charge to cover the Seller's overall costs associated with the delivery of products, including but not limited to the cost of fuel, and the incremental costs for unexpected mileage, wait times, and traffic patterns, and to help meet margin goals.
- NOT A GOVERNMENTAL TAX; FUTURE CHANGES.** Seller's environmental fee and fuel surcharge are not taxes, surcharges, or fees imposed by or remitted to any governmental or regulatory agency; they are Seller's charges. The environmental fee and fuel surcharge may be changed at the discretion of Seller. To the extent required by Buyer's applicable customer service terms, the assessment of the environmental fee and fuel surcharge or any change to such charge is effective upon Buyer's acceptance of rebate payments from Seller or Buyer's payment of any such charges to Seller.
- 13. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.** Any claims, disputes and controversies related in any way to the Sales Agreement including but not limited to Claims related to the purchase of Product, ("Claims") shall be resolved by arbitration in the Governing State (as defined below). "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims against any of Seller's owners, shareholders, affiliates, subsidiaries, parents, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include Seller's bond and/or lien claims, nor claims for non-payment, all of which may be enforced and/or resolved in a court of law, at Seller's discretion. **BUYER AND SELLER WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** Except as expressly stated in the Class Action Waiver, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this agreement to arbitrate, including but not limited to any unconscionability challenge. Notwithstanding this agreement to arbitrate, the Buyer and Seller may (in each party's sole discretion) elect to pursue Claims in small claims court on an individual basis only, rather than arbitrate, if the Claims fall within the jurisdiction of the applicable small claims court. This Sales Agreement evidences a transaction in interstate commerce. All issues relating to this agreement to arbitrate and Class Action Waiver will be determined pursuant to Federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. § 1-16, or to the extent held applicable under federal substantive law, the law of the Governing State, without regard to conflicts of law. Buyer and Seller further agree that: (1) any dispute or claim arising out of or relating to this Sales Agreement will proceed solely on an individual, non-class, non-representative basis; and (2) the parties expressly waive any right or ability to bring, assert, maintain, or participate as a class member in, a class action, representative action, or private attorney general action (collectively, "Class Action") in court, arbitration, or any other forum regarding any Claim, and expressly waive the right for anyone to do so on our behalf. **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action as to any particular Claim, then the agreement to arbitrate shall be null and void as to that Claim, which shall be resolved in a court of law (and not in arbitration) after the arbitration on the other claims has ended. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to § 10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Commercial Arbitration Rules if the Buyer is a company or other commercial entity. The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules if the Buyer is an individual whose purchase is intended for personal, family or household use. Information on AAA and a copy of the applicable Rules may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the applicable Rules gives a party the right to recover any of those fees from the other party. The arbitrator(s) is not empowered to award consequential, incidental, treble, exemplary or punitive damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved in arbitration. If a court determines that a party is making a statutory claim where such damages are provided for by the statute and cannot be waived, then that claim for statutory damages shall be resolved in court, rather than arbitration, and after the arbitration has ended, but only if the Arbitrator(s) has ruled in favor of that party on the liability of that statutory claim. If any portion of this agreement to arbitrate and Class Action Waiver is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement and Class Action Waiver shall nevertheless remain valid and enforceable, except as provided in the Class Action Waiver.
- CONSUMER OPT-OUT PROVISION.** An individual Buyer whose purchase is intended for personal, family, or household use ("Consumer Buyer") shall have the right to opt out of this agreement to arbitrate and Class Action Waiver by providing written notice of intention to do so within thirty (30) days of the date of this Sales Agreement to: Amrize Legal Department, 6211 Ann Arbor Road, Dundee, Michigan 48131, ATTN: "Arbitration/Class Action Waiver Opt Out." Consumer Buyer must include in the opt out notice: (a) Consumer Buyer's name and address; (b) the date of this Sales Agreement. The parties disclaim any applicability of the U.N. Convention on the International Sale of Goods, 1980, and any successor treaty.
- 14. TERMINATION.** Seller may terminate the Sales Agreement under the following conditions, and in the manner specified: (i) immediately upon written notice of termination to Buyer if Buyer breaches or is in default of any obligation hereunder, and the breach or default is incapable of cure, or if it is capable of cure, has not been cured within ten (10) days after receipt of written notice from the injured party; (ii) immediately upon written notice to Buyer if Buyer has filed for dissolution, bankruptcy, insolvency, receivership or for some similar method of protection against creditors; or (iii) immediately upon Buyer's failure to pay Seller's invoices in accordance with the payment terms stated above or as otherwise agreed in writing by authorized representatives of both parties. If the Sales Agreement is terminated by Seller because of Buyer's default or breach, Seller may (in addition to any other rights or remedies provided herein or at law or in equity) by written notice to Buyer, terminate its obligations, or any part thereof, without any liability to Seller. Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.
- 15. FORCE MAJEURE AND ALLOCATION.** Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, labor disputes shortages, disputes, strikes or lockouts; breakdowns or accidents; industry disturbance; fires, declared or undeclared war, epidemics, pandemics, computer malfunctions, data breaches, civil unrest, riots, shortage or inability to obtain materials or supplies, delay in transportation; governmental, regulatory or legal action; unusually severe weather conditions, earthquakes, floods, or other acts of God, or delays of a subcontractor of Seller if such delay arises out of causes beyond the reasonable control of both Seller and the subcontractor; or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Force Majeure"). The date of delivery shall be extended for a period equal to the time lost by reason of any Force Majeure. During times of shortage, Seller shall have the right to allocate among its customers in accordance with Section 2-615 of the UCC.
- 16. INDEMNIFICATION.** To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees, officers, directors, and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of: (i) Buyer's negligence or Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) an infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production or use of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Buyer's breach of the Sales Agreement.
- 17. CONFIDENTIALITY.** To the extent Buyer receives or is exposed to Seller's confidential or proprietary information, including but not limited to designs, specifications, design mixes, instructions, trade secrets, data or know-how pertaining to the Products covered under the Purchase Order (collectively "Confidential Information"), Buyer shall maintain the Confidential Information of Seller and will use such information only for the purposes of the Purchase Order. Buyer shall not divulge, disclose or in any way distribute or make use of Confidential Information, and shall not manufacture, repair (or enable a third party to manufacture or repair), alter, modify, decompile, disassemble, reverse engineer, translate or create derivative works of Seller's Products.
- 18. ENTIRE AGREEMENT.** The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supersedes all prior negotiations, proposals, correspondence, communications, discussions, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.
- 19. SUCCESSORS AND ASSIGNS.** These Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent. Any assignment in violation of this clause shall be null and void.
- 20. GOVERNING LAW.** The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state where work is performed or Product is shipped (the "Governing State"), without regard to such state's conflicts of law provisions. **NOTE:** For work performed in or Product shipped to New York, any disputes relating to payments and/or debts will be governed by the laws of the state of Illinois, without regard to its conflicts of law provisions.
- 21. JURISDICTION AND VENUE.** Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim: (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts

of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer at the address set forth in Section 24.

**22. WAIVER.** The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement. The failure of a party to enforce any of the provisions of the Sales Agreement or any Purchase Order will not waive such provisions, nor will any such failure prejudice or affect the other party's right to enforce that provision in the future.

**23. SEVERABILITY.** If any provision of the Sales Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or contrary to law or public policy, the remaining provisions of the Sales Agreement will not be affected, and shall remain in full force and effect.

**24. NOTICES.** No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is: (i) personally delivered; (ii) transmitted by facsimile (with a receipt acknowledgment); (iii) transmitted by electronic computer mail; (iv) transmitted by a recognized courier service; or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to Seller, at its address designated on the face of the Written Quotation - ATTN: SALES DEPARTMENT; and (b) if to Buyer, at its address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given: (i) on the date of receipt if delivered personally; (ii) on the date of transmission if delivered by facsimile; (iii) on the date of transmission if transmitted by electronic computer mail; (iv) one day after pickup by courier if delivered by courier; or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

**NOTICES RELATED TO DEBT DISPUTE:** Notwithstanding the foregoing, Buyer shall submit notices regarding a dispute involving payment and/or debt, to the following address: Amrize Treasury Department - DISPUTES, 6211 Ann Arbor Road, Dundee, MI 48131 ATTN: Gina Santacroce. **DEBT AND/OR PAYMENT NOTICES SENT TO AN ADDRESS AND RECIPIENT OTHER THAN THE DESIGNATED DEBT DISPUTE OFFICE ARE NULL AND VOID.**

**25. CONSTRUCTION.** The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Sales Agreement.

**26. SURVIVAL.** The terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 12, 13, 16, 20, 21 and this Section 26 shall survive the expiration or termination of the Sales Agreement.



# 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: 01/14/2026
2. Name of Department Submitting Request: City Of Lorain Sewer Dept.
3. Summary of Report: A request from the City of Lorain Sewer Dept. for a Purchase Order with Amrize in the amount of \$30,000. This is for the purchase of a variety of fill stone used in sewer excavations. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.
4. Name of Vendor: Amrize Great Lakes Inc.
5. Amount: \$30,000
6. Number of account to be used for funding: G/L 6130.P613.6460.6400.2400 Regular Supplies
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 Amrize (information provided for 200 tons of each stone)

Vendor #2 Carmeuse (Information provided for 200 tons of each stone)

Vendor #3 No other local suppliers

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. x.**

Meeting Date: 01/14/2026

---

Subject:

A request from the City of Lorain Utilities Dept. for a Purchase Order in the amount of \$7,500. With Sysco for the purchase of Utilities Dept. cleaning supplies. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies.

---

**Attachments**

BOC 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: 01/14/26
- 2. Name of Department Submitting Request: City of Lorain Utilities Admin.
- 3. Summary of Report: A request from the City of Lorain Utilities Dept. for a Purchase Order in the amount of \$7,500. With Sysco for the purchase of Utilities Dept. cleaning supplies. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies.
- 4. Name of Vendor: Sysco
- 5. Amount: \$7500
- 6. Number of account to be used for funding: G/L 6130.P613.4000.6400.3700 & G/L 6020.P602.4000.6400.3700

**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. y.

Meeting Date: 01/14/2026

---

Subject:

**A request from the City of Lorain Utilities Dept. for a Purchase Order with Novex Products, Inc. in the amount of \$10,000. For the purchase of Utility dept. paper products. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies**

---

**Attachments**

Novex 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: 01/14/26
2. Name of Department Submitting Request: City Of Lorain Utilities Admin.
3. Summary of Report: A request from the City of Lorain Utilities Dept. for a Purchase Order with Novex Products, Inc. in the amount of \$10,000. For the purchase of Utility dept. paper products. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies
4. Name of Vendor: Novex Products, Inc.
5. Amount: \$10,000
6. Number of account to be used for funding: G/L 6020.P602.4000.6400.3700 General Utility Supplies & 6130.P613.4000.6400.3700 General Utility Supplies.

## 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. z.**

Meeting Date: 01/14/2026

---

Subject:

**: A request from the City of Lorain Sewer Dept. for a Purchase Order with Brown Equipment Co. in the amount of \$50,000. For the purchase of Repairs, services, parts, for camera vans, jet trucks & equipment etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.**

---

**Attachments**

BOC request form Brown Equip.

---



# 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: 01/14/26
2. Name of Department Submitting Request: City Of Lorain Sewer Dept.
3. Summary of Report: A request from the City of Lorain Sewer Dept. for a Purchase Order with Brown Equipment Co. in the amount of \$50,000. For the purchase of Repairs, services, parts, for camera vans, jet trucks & equipment etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.
4. Name of Vendor: Brown Equipment Company
5. Amount: \$50,000
6. Number of account to be used for funding: G/L 6130.P613.6460.6400.2400 Regular Supplies
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. aa.

Meeting Date: 01/14/2026

---

Subject:

**A request from the City of Lorain Utilities Dept. for a Purchase Order with W.B. Mason in the amount of \$20,000. For the purchase of Utility dept. Office supplies. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies**

---

**Attachments**

BOC request form W.B. Mason

---



# 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: 01/14/26
2. Name of Department Submitting Request: City Of Lorain Utilities Admin.
3. Summary of Report: A request from the City of Lorain Utilities Dept. for a Purchase Order with W.B. Mason in the amount of \$20,000. For the purchase of Utility dept. Office supplies. Funds to be a 50/50 split from G/L 6020.P602.4000.6400.3700 & G/L 6130.P613.4000.6400.3700 General Utility Supplies
4. Name of Vendor: W.B. Mason
5. Amount: \$20,000
6. Number of account to be used for funding: G/L 6020.P602.4000.6400.3700 General Utility Supplies & 6130.P613.4000.6400.3700 General Utility Supplies.

## 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. bb.

Meeting Date: 01/14/2026

---

Subject:

**A request from the City of Lorain Sewer Dept. for a Purchase Order with The Consumer's Builders Supply Co. in the amount of \$20,000. For the purchase of Masonry supplies, tools, etc. Funds to come from G/L 4030.C403.6700.1000 Capital Outlay**

---

**Attachments**

BOC request form Consumers

---



# 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: 01/14/26
2. Name of Department Submitting Request: City Of Lorain Sewer Dept.
3. Summary of Report: A request from the City of Lorain Sewer Dept. for a Purchase Order with The Consumer's Builders Supply Co. in the amount of \$20,000. For the purchase of Masonry supplies, tools, etc. Funds to come from G/L 4030.C403.6700.1000 Capital Outlay
4. Name of Vendor: The Consumer's Builders Supply Co.
5. Amount: \$20,000
6. Number of account to be used for funding: G/L 4030.C403.6700.1000 Capital Outlay
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. cc.

Meeting Date: 01/14/2026

---

Subject:

**A request from the City of Lorain Water Dist. for a Purchase Order with Core & Main for a PO in the amount of \$350,000. For the purchase of Contract Materials. Funds to come from G/L 6020.P602.6190.6700.1304 Mains, Valves, Etc. Year 2 (Ord. 133-24) Agreement 24-071**

---

**Attachments**

BOC request form Core & Main

---



# 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: 01/14/26
2. Name of Department Submitting Request: City Of Lorain Water Distribution.
3. Summary of Report: A request from the City of Lorain Water Dist. for a Purchase Order with Core & Main for a PO in the amount of \$350,000. For the purchase of Contract Materials. Funds to come from G/L 6020.P602.6190.6700.1304 Mains, Valves, Etc. Year 2 (Ord. 133-24) Agreement 24-071
4. Name of Vendor: Core & Main
5. Amount: \$350,000
6. Number of account to be used for funding: G/L 6020.P602.6190.6700.1304 Mains, Valves, Etc.
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. dd.

Meeting Date: 01/14/2026

---

Subject:

**A request from the City of Lorain Sewer Dept. for a Purchase Order with Winwater in the amount of \$25,000. For the purchase of Sewer materials, pipes, fittings etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.**

---

Attachments

BOC request form Winwater  
Quote Core & Main  
Quote WinWater

---



# 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: 01/14/26
- 2. Name of Department Submitting Request: City Of Lorain Sewer Dept.
- 3. Summary of Report: A request from the City of Lorain Sewer Dept. for a Purchase Order with Winwater in the amount of \$25,000. For the purchase of Sewer materials, pipes, fittings etc. Funds to come from G/L 6130.P613.6460.6400.2400 Regular Supplies.
- 4. Name of Vendor: Winwater
- 5. Amount: \$25,000
- 6. Number of account to be used for funding: G/L 6130.P613.6460.6400.2400 Regular Supplies
- 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 WinWater

Vendor #2 Core & Main

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) \_\_\_\_\_



Bid Proposal for City of Lorain Sewer Department 1/7/26

CITY OF LORAIN SEWER

Job Location: Lorain, OH

Bid Date: 01/26/2026

Core & Main Bid #: 4654152

Core & Main

355 Rice Industrial Pkwy

Amherst, OH 44001

Phone: 4409857070

Fax: 4409857071

Seq#	Qty	Description	Units	Price	Ext Price
10	70	6 PVC SDR35 SWR PIPE (G) 14'	FT	5.09	356.30
20	70	8 PVC SDR35 SWR PIPE (G) 14'	FT	9.23	646.10
30	20	1002-66 6 CLAYXCI/PVC CPLG	EA	21.35	427.00
40	20	1056-66 6 CI/PVCXCI/PVC CPLG	EA	21.07	421.40
50	20	1002-88 8 CLAYXCI/PVC CPLG	EA	32.86	657.20
60	20	1056-88 8 CI/PVCXCI/PVC CPLG	EA	33.56	671.20
				<b>Sub Total</b>	<b>3,179.20</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>3,179.20</b>

Branch Terms:

10% Restocking Fee applied for clean, undamaged, whole stocking materials returned to the branch by the customer or 15% returned via Core & Main truck/s.

Material returned in weathered, dirty, damaged, or otherwise unsalable condition will not be credited. Customer will receive notification and have 30 days to retrieve the materials before they are discarded.

Special order material or other non-stock items are non-returnable without prior written approval from the manufacturer & subject to manufacturer restock/freight fees.

All special fabricated items are not returnable.

\*\*Some restock scenarios may be eligible for further review. Please contact your Core & Main salesperson with any questions regarding our new restock policy.

Fusible HDPE pipe prices are good for 10 days from quote date. Prices beyond these terms may be subject to change and priced at time of shipment.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



WATERWORKS & DRAINAGE

2600 S ARLINGTON RD  
AKRON, OH 44319-2010

PHONE (330) 644-0114  
FAX (330) 644-7429

Job Name
RFQ- 1-7

Quote No.	Date	Page
0006653	1/08/26	1
Expiration Date		2/06/26
Revised Date		1/08/26
Bid Due Date		1/07/26

Quoted To Customer
CITY OF LORAIN 1106 W 1ST ST UTILITIES DEPT LORAIN, OH 44052-1434
Phone (440) 204-2285 Fax (440) 204-2538

Quoted By
Michael LaFollette mjlafollette@winsupply.com (216) 299-8005

Customer	Payment Terms	Quoted To	Salesperson	FOB
001420	NET 30	Michael LaFollette	MICHAEL LAFOLLETTE	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	5	6X14' PVC SDR35 GRN GSKT PIPE 41406 1385DR35060014	72.160000	EA	360.80
2.0	5	8X14' PVC SDR35 GRN GSKT PIPE 41408 1385DR35080014	130.850000	EA	654.25
3.0	20	1002-66 6"CLAY X 6"CI-PL CPLG 24266 0171100266	13.480000	EA	269.60
4.0	20	1056-66 6" CI/PL-CI/PL 24666 0171105666	13.480000	EA	269.60
5.0	20	1002-88 8"CLAY X 8"CI-PL CPLG 24288 0171100288	20.730000	EA	414.60
6.0	20	1056-88 8" CI/PL-CI/PL 24687 0171105688	20.730000	EA	414.60

Tax Area Id	Net Sales	2,383.45
361530000	Freight	.00
	Tax	.00
	Quotation Total	2,383.45



**CITY OF LORAIN**

---

**Board of Control**

2. ee.

Meeting Date: 01/14/2026

---

Subject:

A request from the City of Lorain Water Dist. Dept. for a blanket Purchase Order with Lakeshore Tool in the amount of \$10,000. This is for the purchase of tools, rags, PPE, etc. This is annually the average amount we spend at Lakeshore and are just consolidating Purchase Orders as we did last year. Funds to come from G/L 6020.P602.6190.6400.2400 Regular Supplies.

---

Attachments

BOC 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: 01/14/2026
2. Name of Department Submitting Request: City of Lorain Water Dist. Dept.
3. Summary of Report: A request from the City of Lorain Water Dist. Dept. for a blanket Purchase Order with Lakeshore Tool in the amount of \$10,000. This is for the purchase of tools, rags, PPE, etc. This is annually the average amount we spend at Lakeshore and are just consolidating Purchase Orders as we did last year. Funds to come from G/L 6020.P602.6190.6400.2400 Regular Supplies.
4. Name of Vendor: Lakeshore Tool.
5. Amount: \$10,000
6. Number of account to be used for funding: G/L 6130.P602.6190.6400.2400 Regular Supplies

**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. ff.**

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a purchase Order for Adobe pro not to exceed \$17,000 and paid from 1010.E350.6300.1200

---

Attachments

---



# 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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 3. Summary of Report: Licenses for Adobe Pro
- 4. Name of Vendor: Adobe
- 5. Amount: \$ 17,000
- 6. Number of account to be used for funding: 1010.E350.6300.1200

**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. gg.**

Meeting Date: 01/14/2026

---

Subject:

IT Department request a PO with Civic plus for annual maintenance on the City's mobile web page

Price not to exceed \$12,000 and paid from 1010.E350.6300.1200 (Maintenance Agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
2. Name of Department Submitting Request: IT Department
3. Summary of Report: Mobil web page annual Maintenance
4. Name of Vendor: Civic plus
5. Amount: \$ 12,000
6. Number of account to be used for funding: 1010.E350.6300.1200

**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. hh.

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a purchase order with Xerox Business Solutions not to exceed \$47,000 for 2026 Imprint Charges

To be paid from 1010.E350.6300.1200 (maintenance agreements)

---

Attachments

BOC Request

---



# 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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 3. Summary of Report: Imprint Charges
- 4. Name of Vendor: Xerox Business Solutions
- 5. Amount: \$ 47,000
- 6. Number of account to be used for funding: 1010.E350.6300.1200

**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. ii.**

Meeting Date: 01/14/2026

---

**Subject:**

The IT Department requests a PO with Xerox Business Solutions for annual maintenance on DOCUSHARE.

Cost not to exceed \$12,000 and paid from 1010.E350.6300.1200 (maintenance agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 3. Summary of Report: DOCUSHARE Annual Maintenance
- 4. Name of Vendor: Xerox Business Solutions
- 5. Amount: \$ 12,000
- 6. Number of account to be used for funding: 1010.E350.6300.1200

**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. jj.

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a PO with Xerox Business Solutions for annual fax server maintenance.

Prince not to exceed \$5,500 amd paid from 1010.E350.6300.1200 (maintenance agreements)n

---

**Attachments**

BOC Request

---



**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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 3. Summary of Report: Fax Server Annual Maintenance
- 4. Name of Vendor: Xerox Business Solutions
- 5. Amount: \$ 5,500
- 6. Number of account to be used for funding: 1010.E350.6300.1200

**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. kk.

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a Purchase order with GHA Technologies for CISCO Smartnet. CISCO Smartnet is an annual maintenance on our Cisco equipment.

Price not to exceed \$45,000 and paid from 1010.E350.6300.1200 (maintenance agreements)

---

Attachments

BOC Request

---



# 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: 1/9/2026
2. Name of Department Submitting Request: IT Department
3. Summary of Report: Cisco Smartnet
4. Name of Vendor: GHA Technologies
5. Amount: \$ 45,000
6. Number of account to be used for funding: 1010.E350.6300.1200

**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. II.**

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a purchase Order with GHA Technologies for annual licenses for CISCO DUO.

Cisco Duo is our Multi-Function Authentication (MFA) Software and is a part of our Cyber Security plan.

Cost not to exceed \$12,500 and paid from 1010.E350.6300.1200 (maintenance agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 3. Summary of Report: Cisco DUO
- 4. Name of Vendor: GHA Technologies
- 5. Amount: \$ 12,500
- 6. Number of account to be used for funding: 1010.E350.6300.1200

**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. mm.**

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a PO with Intradyne for annual licenses for Text Message Archiving

Cost not to exceed \$17,000 and paid from 1010.E350.6300.1200 (maintenance agreements)

---

**Attachments**

BOC Request

---



**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: 1/9/2026
2. Name of Department Submitting Request: IT Department
3. Summary of Report: Text message Archiving
4. Name of Vendor: Intradyme
5. Amount: \$ 17,000
6. Number of account to be used for funding: 1010.E350.6300.1200

**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. nn.

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a PO with Innovative Software Solutions Inc for annual maintenance on income Tax software.

Price not to exceed \$12,000 and paid from 1010.E350.6300.1200 (maintenance agreements)

---

Attachments

BOC Request

---



**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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 3. Summary of Report: Annual Maintenance for income Tax Software
- 4. Name of Vendor: Innovative Software Services Inc
- 5. Amount: \$ 12,000
- 6. Number of account to be used for funding: 1010.E350.6300.1200

**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. 00.**

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a PO with LTI Power Systems for annual maintenance on the City's uninterruptible power source(UPS)

Cost not to exceed \$12,000 and paid from 1010.E350.6300.1200(maintenance agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
2. Name of Department Submitting Request: IT Department
3. Summary of Report: Annual Maintenance on City's uninterruptable power source(UPS)
4. Name of Vendor: LTI Power Systems
5. Amount: \$ 12,000
6. Number of account to be used for funding: 1010.E350.6300.1200

**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. pp.**

Meeting Date: 01/14/2026

---

**Subject:**

The IT Department requests a PO with Malwarebytes for annual licenses for Threat Down. Threat Down is part of our Cyber Security platform.

Cost not to exceed \$20,000 and paid from 1010.E350.6300.1200(maintenance agreements)

---

**Attachments**

BOC Request

---



**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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 3. Summary of Report: Annual licenses for Threat Down
- 4. Name of Vendor: Malwarebytes
- 5. Amount: \$ 20,000
- 6. Number of account to be used for funding: 1010.E350.6300.1200

**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. qq.

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a PO with ESO Solutions for annual maintenance on Mobile Eyes Software for Lorain Fire department.

Cost is not to exceed \$7,500 and paid form 1010.E350.6300.1200(maintenance agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
2. Name of Department Submitting Request: IT Department
3. Summary of Report: Fire Department Mobile Software
4. Name of Vendor: ESO Solutions
5. Amount: \$ 20,0007,500
6. Number of account to be used for funding: 1010.E350.6300.1200

**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. rr.

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a PO with OAR.NET for the annual licensing for VMWare. VMWare is the operating system for our Virtual Environment.

Cost not to exceed \$35,000 and paid from 1010.E350.6300.1200(maintenance agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
2. Name of Department Submitting Request: IT Department
3. Summary of Report: Annual maintenance for VMWare
4. Name of Vendor: OAR.NET
5. Amount: \$ 35,000
6. Number of account to be used for funding: 1010.E350.6300.1200

**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. ss.**

Meeting Date: 01/14/2026

---

**Subject:**

The IT Department requests a PO with Service Express for annual maintenance on the City's Data Center Hardware.

Cost not to exceed \$15,000 and paid from 1010.E350.6300.1200(maintenance agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 2. Summary of Maintenance on Data Center hardware
- 3.
- 4. Name of Vendor: Service Express
- 5. Amount: \$ 15,000
- 6. Number of account to be used for funding: 1010.E350.6300.1200

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. tt.

Meeting Date: 01/14/2026

---

Subject:

The IT Department requests a PO with SuiteOne Media Inc for annual costs for Live Streaming and archiving of City Council meetings.

Cost not to exceed \$6,500.00 and paid from 1010.E350.6300.1200(maintenance agreements)

---

Attachments

BOC Request

---



# 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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 2. Summary of City council Video live stream and recording
- 3.
- 4. Name of Vendor: SuiteOne Media Inc
- 5. Amount: \$ 6,500
- 6. Number of account to be used for funding: 1010.E350.6300.1200

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. uu.**

Meeting Date: 01/14/2026

---

**Subject:**

The IT Department request a PO with Tyler Technology for the annual maintenance agreement for LOGOS. LOGOS is our software platform for Hunman Resources, Financial Management, Community Development and Utility Billing.

City of Lorain [Agreement 23-041](#)

Cost not to exceed \$275,000 and paid from 1010.E350.6300.1200(maintenance agreements)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
2. Name of Department Submitting Request: IT Department
2. Summary Annual Maintenance for LOGOS
- 3.
4. Name of Vendor: Tyler Technologies
5. Amount: \$ 275,000
6. Number of account to be used for funding: 1010.E350.6300.1200

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. vv.**

Meeting Date: 01/14/2026

---

**Subject:**

The IT Department requests a PO with Xerox Financial Services for lease payments per the contract.

PO will be for \$41,000 and will be paid from 1010.E350.7100.1000 (Leases)

---

**Attachments**

BOC Request

---



# 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: 1/9/2026
- 2. Name of Department Submitting Request: IT Department
- 2. Summary Annual Maintenance for LEASE Payments for Copier Contract
- 3.
- 4. Name of Vendor: Xerox Financial Services
- 5. Amount: \$ 41,000
- 6. Number of account to be used for funding: 1010.E350.7100.1000 Leases
- 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. ww.**

Meeting Date: 01/14/2026

---

Subject:

The I.T. Department requests a PO with Dell Computer for annual licensing of Microsoft 365.

Cost not to exceed \$70,000 and paid from 1010.E350.6300.1500 (contractual services)

---

Attachments

BOC Request

---



**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: 1/9/2026
2. Name of Department Submitting Request: IT Department
2. Summary Annual Licensing for Microsoft 365
- 3.
4. Name of Vendor: Dell
5. Amount: \$70,000
6. Number of account to be used for funding: 1010.E350.6300.1500 Contractual Services
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? \_\_\_\_\_