

**CITY OF LORAIN
BOARD OF CONTROL
AGENDA
FEBRUARY 18, 2026 at 9:30 a.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

- a. The Lorain Police Department request approval to purchase awards from Lucky Stone in the amount of \$7,314.00. To be paid out of Levy Community Service Account.

- b. Request to enter into a professional services agreement with Maskin, Raskin, Ryder and John McLandrich for representation of the City of Lorain in the case of *Garon F. Petty, et al. v. Mary Springowski, et al.*, Lorain County Court of Common Pleas Case No. 26CV000234 in an amount not exceed \$5,000.00. Funds will be paid from the Safety/Service Contractual Services Account Number 1010.V100.3110.6300.1500

- c. The Black River WWTP requests approval for payment of the Ohio EPA Annual Sewage Sludge Fee, pursuant to Ohio Administrative Code 3745-11(Y). Under this rule, each sewage sludge facility is required to pay a nonrefundable annual sludge fee for sewage sludge treated or disposed of within the State of Ohio from January 1 through December 31 of the preceding calendar year. The total amount due for 2025 is \$5,000.00. Payment will be made from the Plant Operation / Permit Fees portion of the budget #6130.P613.6310.8100.1050.

- d. A request from the Engineering Department to enter into an agreement with DLZ Ohio, Inc., for construction administration professional services associated with the removal and replacement of deficient sidewalks around Helen Steiner Rice Elementary and Southview Middle schools in an amount not to exceed \$75,272.00. DLZ Ohio, Inc., was the only firm to provide a Letter of Interest in response to our request for qualifications.

- e. **IT Department request a purchase order with Capchase for annual licensing for Barracuda email security, email archive, backup and offsite replication of backups This is a 3 year agreement and will \$167,193.64 per year. Will be paid from Information Technology Maintenance Agreements 1010.E350.6300.1200**

Passed by City Council on 2/16/2026

3. **ADJOURNMENT**



CITY OF LORAIN

Board of Control

2. a.

Meeting Date: 02/18/2026

Subject:

The Lorain Police Department request approval to purchase awards from Lucky Stone in the amount of \$7,314.00. To be paid out of Levy Community Service Account.

Attachments

BOC request form/Qte



BOARD OF CONTROL REQUEST FORM

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

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

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

- 1. Request Date: 2/11/26
- 2. Name of Department Submitting Request: Lorain Police Department
- 3. Summary of Report: The Lorain Police Department request approval to purchase awards from Lucky Stone in the amount of \$7,314.00. To be paid out of Levy Community Service account.
- 4. Name of Vendor: Lucky Stone
- 5. Amount: \$ 7,314.00
- 6. Number of account to be used for funding: 2595.S400.6400.7400

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) _____



LUCKY STONE
407 Winona Ave
Huron, OH 44839
4196020524
jennyh.luckystone@gmail.com

ADDRESS

City of Lorain Police Department
100 West Erie Ave
Lorain, OH 44052

SHIP TO

City of Lorain Police Department
100 West Erie Ave
Lorain, OH 44052

Estimate LPD-Q020426-A

DATE 02/04/2026

P.O. NUMBER

Quote for Designation Pins

DATE	ACTIVITY	QTY	UNIT PRICE	AMOUNT
02/04/2026	LPD-BLK-A11177 Blackinton Traffic Unit Commendation Bar (Single Slide Bar Holder).... Blue	10	23.00	230.00
02/04/2026	LPD-BLK-A11177-A Blackinton Investigations Unit Commendation Bar (Single Slide Bar Holder)... Green	25	23.00	575.00
02/04/2026	LPD-BLK-A11351 Blackinton K9 Handler Commendation Bar (Single Slide Bar Holder).... Black	15	23.00	345.00
02/04/2026	LPD-BLK-A11177-C Blackinton Field Training Officer Commendation Bar (Single Slide Bar Holder)... Black	40	23.00	920.00
02/04/2026	LPD-BLK-A11073 Blackinton SWAT Certification Bar (Single Slide Bar Holder).... Black	30	23.00	690.00
02/04/2026	LPD-BLK-A11177-E Blackinton Dive Team Commendation Bar (Single Slide Bar Holder)... Blue	15	23.00	345.00
02/04/2026	LPD-BLK-A4560-U Blackinton Boat Operator Marksmanship Bar (Clutch Back)... Black	5	23.00	115.00
02/04/2026	LPD-BLK-A11177-F Blackinton Negotiator Commendation Bar (Single Slide Bar Holder)... Blue	10	23.00	230.00
02/04/2026	LPD-BLK-A11177-G Blackinton Special Operations Commendation Bar (Single Slide Bar Holder)... Green	20	23.00	460.00
02/04/2026	LPD-BLK-A11177-H Blackinton Instructor Commendation Bar (Single Slide Bar Holder)... Red	20	23.00	460.00
02/04/2026	LPD-BLK-A11177-J Blackinton Honor Guard Commendation Bar (Single Slide Bar Holder)... Black	20	23.00	460.00

THANK YOU FOR YOUR BUSINESS!

DATE	ACTIVITY	QTY	UNIT PRICE	AMOUNT
02/04/2026	LPD-BLK-A11353 Blackinton Bomb Squad Commendation Bar (Single Slide Bar Holder).... Black	3	23.00	69.00
02/04/2026	LPD-BLK-A12021 Blackinton School Resource Officer Commendation Bar (Single Slide Bar Holder).... Blue	15	23.00	345.00
02/04/2026	LPD-BLK-A11225 Blackinton Pilot with Wings Commendation Bar (Single Slide Bar Holder).... Black	20	23.00	460.00
02/04/2026	LPD-BLK-J206-AF Blackinton United States Air Force Commendation Bar (Single Slide Bar Holder)	10	23.00	230.00
02/04/2026	LPD-BLK-J206-ARM Blackinton United States Army Veteran Commendation Bar (Single Slide Bar Holder)	20	23.00	460.00
02/04/2026	LPD-BLK-J206-CG Blackinton United States Coast Guard Veteran Commendation Bar (Single Slide Bar Holder)	6	23.00	138.00
02/04/2026	LPD-BLK-J206-MC Blackinton United States Marine Corp Veteran Commendation Bar (Single Slide Bar Holder)	16	23.00	368.00
02/04/2026	LPD-BLK-J206-NAV Blackinton United States Navy Veteran Commendation Bar (Single Slide Bar Holder)	8	23.00	184.00
02/04/2026	LPD-BLK-A12013 Blackinton Officer of the Year Recognition Bar (Single Slide Bar Holder).... DR6-73	5	23.00	115.00
02/04/2026	LPD-BLK-A4616-AB Blackinton Meritorious Service Commendation Bar (Single Slide Bar Holder).... Blue	5	23.00	115.00

SUBTOTAL 7,314.00

TAX 0.00

TOTAL \$7,314.00

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS!



CITY OF LORAIN

Board of Control

2. b.

Meeting Date: 02/18/2026

Subject:

Request to enter into a professional services agreement with Maskin, Raskin, Ryder and John McLandrich for representation of the City of Lorain in the case of *Garon F. Petty, et al. v. Mary Springowski, et al.*, Lorain County Court of Common Pleas Case No. 26CV000234 in an amount not exceed \$5,000.00. Funds will be paid from the Safety/Service Contractual Services Account Number 1010.V100.3110.6300.1500

Attachments

BOC Request Form
Agreement



**BOARD OF CONTROL
REQUEST FORM**

1. Request Date February 16, 2026

2. Name of Department Submitting Request Law Director

3. Summary of Report A request to enter into a professional services agreement with Maskin, Raskin, Ryder and John McLandrich for representation of the City of Lorain in the case of *Garon F. Petty, et al v. Mary Springowski, et al.*, Lorain County Common Pleas Court Case No. 26CV000234 in an amount not to exceed \$5,000.00. Funds will be paid from the Safety/Service Contractual Services Account Number 1010.V100.3110.6300.1500.

4. Name of Vendor Selected

5. Purchase Amount \$5,000.00

6. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

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

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

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

HOURLY FEE AGREEMENT

The undersigned, on behalf of Mary Springowski (by and through the City of Lorain) of the City of Lorain, Ohio, (hereinafter known as “Client”) hereby requests the legal services of and Mazanec, Raskin and Ryder Co., L.P.A. (hereinafter known as “Attorney”) for representation concerning lawsuit entitled *Garon F. Petty, et al. v. Mary Springowski, et al.*, Lorain County Common Pleas Court Case No. 26CV000234. Legal services will be billed on an hourly basis, with time being charged in tenths of an hour, at the following rates:

Attorneys: \$_230.00 per hour;

Associate Attorneys: \$_190.00 per hour;

Paralegals: \$_110.00 per hour.

“Attorney” will use his discretion in staffing, to provide services in the most economical manner possible. Please note that all time spent on your behalf in this matter, including time spent in telephone conversations, will be charged to you. The initials of the person performing the services will be noted on the invoice.

In addition to fees for legal services, “Attorney” will be entitled to payment or reimbursement for costs and expenses incurred for services, including but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs, and filing fees. “Client” agrees that “Client” is responsible for such expenses relating to this case. Depending upon the type of case you have, expenses may also include, but are not limited to: medical treatment, charges for medical examinations and reports, the cost of accident and credit reports, hospital records, and pictures. “Attorney” is hereby authorized to charge such expenses and have such expenses billed to “Client” and “Client” agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by “Attorney” and will be the responsibility of and billed directly to the “Client”.

Invoices for legal services rendered and costs advanced or incurred are issued monthly and are payable upon receipt. Interest at the rate of two (2) percent per month will be added to the balance due on amounts which remain unpaid thirty (30) days or more.

“Attorney” reserves the right to withdraw from representation if, among other things, “Client” fails to honor the terms of this FEE AGREEMENT by failing to pay “Attorney’s” invoices, by failing to cooperate or follow “Attorney’s” advice on a material matter, or if any fact or circumstance arises or is discovered that would, in “Attorney’s” view, render our continuing representation unlawful or unethical.

You should be aware of an ethical requirement imposed on all Ohio attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court. The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that “Attorney” has made no promises or guarantees to “Client” concerning the outcome of this representation and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

This FEE AGREEMENT pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which “Client” seeks representation by “Attorney”. Any other matter will require a separate FEE AGREEMENT.

Date: _____

Date: _____

JOHN T. MCLANDRICH
Mazanec, Raskin & Ryder Co., L.P.A.

CITY OF LORAIN
BY: _____
REY CARRION
SAFETY/SERVICE DIRECTOR

APPROVED AS TO FORM:

PATRICK D. RILEY
LORAIN LAW DIRECTOR
DATED: _____



CITY OF LORAIN

Board of Control

2. c.

Meeting Date: 02/18/2026

Subject:

The Black River WWTP requests approval for payment of the Ohio EPA Annual Sewage Sludge Fee, pursuant to Ohio Administrative Code 3745-11(Y). Under this rule, each sewage sludge facility is required to pay a nonrefundable annual sludge fee for sewage sludge treated or disposed of within the State of Ohio from January 1 through December 31 of the preceding calendar year. The total amount due for 2025 is \$5,000.00. Payment will be made from the Plant Operation / Permit Fees portion of the budget #6130.P613.6310.8100.1050.

Attachments

BOC - BRWWTP - Ohio EPA Annual Sewage Sludge Fee
Ohio EPA Annual Sewage Sludge Fee



BOARD OF CONTROL REQUEST FORM

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

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

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

1. Request Date: February 13, 2026

2. Name of Department Submitting Request: Utilities Black River WWTP

3. Summary of Report: The Black River WWTP requests approval for payment of the Ohio EPA Annual Sewage Sludge Fee, pursuant to Ohio Administrative Code 3745-11(Y). Under this rule, each sewage sludge facility is required to pay a nonrefundable annual sludge fee for sewage sludge treated or disposed of within the State of Ohio from January 1 through December 31 of the preceding calendar year. The total amount due for 2025 is \$5,000.00. Payment will be made from the Plant Operation / Permit Fees portion of the budget #6130.P613.6310.8100.1050.

4. Name of Vendor: Ohio EPA.

5. Amount: \$Five Thousand Dollars and ^{no}/₁₀₀ \$5,000.00

6. Number of account to be used for funding: 6130 P613 6310 8100 1050.

7. VENDOR DETAIL

Sole Source Vendor - **Yes**

State Purchasing Vendor - **Yes**

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

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

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

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

Ohio EPA
Annual Sewage Sludge Fee Invoice
 Division of Surface Water



Billed to:
 Alexander Berki
 100 Alabama Avenue
 Lorain, OH 44052

Transaction ID: 2650970
DATE: 02/13/2026
Payment Due: 07/01/2026
Revenue ID: 1772027

Facility:
 City of Lorain black River WWTP
 100 Alabama Avenue
 Lorain, OH 44052

ANNUAL SEWAGE SLUDGE FEE INVOICE
 [FOR SEWAGE SLUDGE, CALENDAR YEAR 2025; PURSUANT TO ORC 3745-11(Y)]

DESCRIPTION	AMOUNT
Landfill Fee:	\$5,000.00
Balance Due	\$5,000.00

PAYMENT OPTIONS - Payment options for this invoice include the following:

Electronic Payment through Ohio EPA's eBusiness Center: To pay this invoice online, visit <http://ebiz.epa.ohio.gov>

Payment by Check: If paying by check, please send your check with the remittance advice outlined below.

You must write the Revenue ID (if shown below) on your check to ensure proper credit.

CUT OFF THIS STUB AND MAIL IT WITH YOUR CHECK. DO NOT MAIL TOP PORTION.

Pay to: **Treasurer, State of Ohio.** Please write the **Revenue ID** on your check. Please **send this stub** with your check. **DO NOT SEND LETTERS OR OTHER FORMS.**

Ohio EPA
 PO Box 77005
 Cleveland, OH 44194-7005

Due Date:	07/01/2026
Revenue ID:	1772027
Amount Due:	\$5,000.00
Type Code:	ANNSF
Transaction ID:	

1772027 0000500000 ANNSF 000000000 7



CITY OF LORAIN

Board of Control

2. d.

Meeting Date: 02/18/2026

Subject:

A request from the Engineering Department to enter into an agreement with DLZ Ohio, Inc., for construction administration professional services associated with the removal and replacement of deficient sidewalks around Helen Steiner Rice Elementary and Southview Middle schools in an amount not to exceed \$75,272.00. DLZ Ohio, Inc., was the only firm to provide a Letter of Interest in response to our request for qualifications.

Attachments

BOC Request Form - SRTS 2026 Construction Management Agreement
Ordinance - SRTS 2026 Construction Management Agreement
Exhibit A - Professional Services Agreement

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES WITH DLZ OHIO, INC. FOR THE LORAIN SAFE ROUTES TO SCHOOL 2026 PROJECT.

WHEREAS, this Council passed and adopted Resolution No. 026-23 authorizing the Lorain Safety/Service Director to apply for, accept, and enter into an agreement with the Ohio Department of Transportation (ODOT) for grant funding under the Safe Routes to School (SRTS) program; and,

WHEREAS, the City of Lorain was granted SRTS funding for improved pedestrian accommodations around Helen Steiner Rice and Southview schools in South Lorain; and,

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

WHEREAS, the firms were rated and ranked; and

WHEREAS, DLZ Ohio, Inc. was selected as the highest rated firm; and

WHEREAS, the Engineering Department seeks to enter into a professional services agreement with DLZ Ohio, Inc. in the amount of \$75,272.00 to be paid from Fund 4010.

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into an agreement for construction administration and inspections services for the Lorain Safe Routes to School 2026 Project, Project Identification Number (PID) 120211, in form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF LORAIN AND VENDOR

AGREEMENT

Effective as if the _____ day of _____ in the year of 2026

BETWEEN the City:

The City of Lorain
200 West Erie Avenue
Lorain, Ohio 44052

The Vendor is:

DLZ Ohio, Inc.
4208 Prospect Avenue
Cleveland, Ohio 44103

The Project is:

**Lorain Safe Routes To School 2026 (PID
120211)
Construction Administration and
Inspection Services**

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

THIS AGREEMENT, effective as of the _____ day of _____, 2026, between the City of Lorain, organized and existing as a political subdivision of the State of Ohio, and DLZ Ohio, Inc. (“Vendor”). The City of Lorain and Vendor agree as set forth below:

WHEREAS, it is necessary to perform professional services for the Lorain Safe Routes To School 2026 (PID 120211) Construction Administration and Inspection Services (herein after known as PROJECT); and

WHEREAS, in order to perform such services, it is necessary to supplement regularly employed City of Lorain staff with outside professional consulting services; and

WHEREAS, the City of Lorain finds Vendor’s proposal acceptable and desires to hire and engage Vendor to supplement the staff of the City of Lorain and to furnish the services necessary, in accordance with the Vendor’s proposal and the terms, conditions and provisions contained herein. Vendor, pursuant to the information provided in its proposal and evaluated by the City of Lorain, has been determined to be qualified and competent to provide the required professional services;

NOW, THEREFORE, it is agreed that the City of Lorain shall and does hereby employ Vendor to perform the services as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. DEFINITIONS

- 1.1** “City” means the City of Lorain, Ohio.
- 1.2** “Director of Public Safety/Service” means the Director of Public Safety/Service for the City of Lorain, Ohio, his/her successor, or his/her Authorized Designee.
- 1.3** “Vendor” means DLZ Ohio, Inc.
- 1.4** “Services” means those services performed by Vendor as detailed in the Scope of Services, (Exhibit “A”) as per this Agreement.
- 1.5** “Base Agreement Price” means the Vendor’s base agreement price for Services as specified in the Scope of Services, (Exhibit “A”), and Compensation, (Exhibit “B”), excluding specific and general allowances.
- 1.6** “Agreement Modification” means changes to this original agreement as executed. Agreement Modifications require prior authorization by the Director of Public Safety/Service and approval by the City Council, and must be executed by both the City and the Vendor.
- 1.7** “General Allowance” means funds, not included in the Base Agreement Price, reserved for additional services not foreseeable at the time of scope development but necessary to complete the project to meet the City’s needs. The amount of the General Allowance is determined by multiplying the Base Agreement Price by a defined percentage as shown in Exhibit “B” Compensation.
- 1.8** “Reallocation of Funds” means a transfer of funds between tasks, as presented in Exhibit “B” – Compensation, that does not result in a change to the original Agreement Scope of Services or Total Agreement Price.

1.9 “Schedule Delay” means a projected or actual delay in completion of tasks, activities, or project completion that does not result in a change to the original Agreement scope of Services or Total Agreement Price.

1.10 “Specific Allowance” means funds, as established by the City, that are included in the Total Agreement Price for specific scope of Services tasks that are either 1) generally known to be required for the project but whose level of effort is unknown until after select items of the base Services have been performed, or 2) pre-identified optional tasks that may or may not be required to complete the project as contemplated. The price of Specific Allowance items are usually defined with a dollar amount.

1.11 “Total Agreement Price” means the sum of Vendor’s Base Agreement Price for the original scope of Services, Specific Allowances, and General Allowances.

1.12 “Project” means Lorain Safe Routes To School 2026 (PID 120211) Construction Administration and Inspection Services.

Section 2. SCOPE OF SERVICES

2.1 Vendor does hereby promise and agree to provide the professional services as described in the Scope of Services (Exhibit “A”).

Section 3. REPRESENTATIVES

3.1 Vendor shall designate and authorize an employee of Vendor to act as its agent for all purposes under this Agreement, who shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of Vendor’s participation in the project. The Vendor’s Project Manager must be approved by the

City, and any change in the Vendor's Project Manager requires prior approval by the City.

3.2 For purposes of this Agreement, the agent for the City who is authorized to bind the City and liaison officer with respect to the matters contained herein shall be the Director of Public Safety/Service or such other person designated by him.

Section 4. COMPENSATION FOR VENDOR'S SERVICES

4.1 The City will pay the Vendor for the successful completion of the Scope of Services in Exhibit "A", subject to the terms and conditions of this Agreement, a Total Agreement Price not to exceed SEVENTY-FIVE THOUSAND TWO HUNDRED SEVENTY-TWO AND 00/100 dollars (\$75,272.00). Compensation for the Services described in this Agreement will be according to the terms and methods of this Agreement and Exhibit "B" - Compensation. The approved methods for compensation are "time and materials". "Lump sum" compensation shall not be accepted. The compensation method for this Agreement is designated and further defined in Exhibit "B" – Compensation.

4.1.1 Time and Materials

Time and materials, if specified in Exhibit "B" - Compensation, is based on a combination of labor, subVendor, and direct expense costs as specified in Exhibit "B" - Compensation and defined in this Agreement.

4.1.1.1 Labor Costs

Labor costs are computed by multiplying the Vendor's billing rates (as designated in Exhibit "B" - Compensation) that comprises all overhead and profit applied to the actual labor hours worked on the Services.

4.1.1.2 SubVendor Costs

SubVendor costs (both labor - using the same cost approach as the Vendor - and direct expense costs incurred by SubVendor) are invoiced by Vendor with no markup.

4.1.1.3 Direct Expense Costs

Direct expense costs in support of delivering the Services are included on the Vendor invoice. Direct expense costs (non-labor) may include, but are not limited to, mileage, travel and lodging expenses, mail, shipping, supplies, printing and reproduction services, and other direct expenses routinely charged by Vendor to specific projects that are applicable to delivering the Services.

4.2 The task budgets are presented in Exhibit "B" - Compensation. Task funds may be reallocated within individual tasks, as long as reallocations do not negatively affect the business opportunity program goals, upon written approval to Vendor by the City's Project Manager or supervisors. Task funds may be reallocated between tasks, so long as the changes do not result in a change to the original Scope of Services or Total Contract Price, upon written approval by the City.

4.3 Tasks may be modified with prior written authorization of the Director, in which case funds may be shifted from one task budget to another, in accordance with Section 4.2. In the event funds are not available to perform a modified Task, or Services are

considered to be outside the original contract scope, such items will be deemed additional Services.

4.4 Vendor shall not perform Additional Services, nor incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such services and expenses until the following conditions have been satisfied:

4.4.1 Submittal by Vendor of written notice to the City prior to the initiation of such additional Services, including an estimate of cost and schedule implications and a detailed scope of such Services;

4.4.2 Prior approval of the City's Council of the modification of this Agreement by the addition of such Services and additional compensation, if any;

4.4.3 If the additional Services increase the Total Agreement Price under this Agreement, certification of such additional cost by the City's Auditor;

4.4.4 A written modification to the Agreement; and

4.4.5 Written notification to Vendor from the Director directing Vendor to perform such additional Services prior to commencement of the additional Services.

4.5 For additional Services deemed by the City to be time critical, Vendor may commence Services with verbal authorization from the Director of Public Safety/Service.

4.6 Specific and general allowance funds may be utilized with prior written approval by the City.

4.7 Any costs which are paid by the City and are determined by a final audit or subsequent audit to be non-allowable in accordance with generally accepted cost accounting principles shall be refunded to the City. The City is exempt from all sales, use, and

excise taxes and the City shall not be obligated to pay for such taxes. Upon request by Vendor, the City shall provide a copy of the City's certificate of tax exemption.

- 4.8** The Vendor shall assist the City in preparing any required permits or licenses; however City shall be responsible for paying for the permit, licenses or access fees required to complete the Services.

Section 5. METHOD OF PAYMENT

- 5.1** For the purpose of providing progress payments for the performance of the Services under this Agreement, Vendor will submit monthly invoices on the City's standard invoice template and on a schedule stipulated by the City. Progress payments will be made according to the provisions in Exhibit "B" - Compensation.
- 5.2** Invoices must be accompanied by backup information appropriate to the compensation method designated in Exhibit "B" – Compensation. However invoices will not be paid unless schedule updates are submitted as required in Section 6.0 - Term and Schedule.
- 5.3** Vendor shall furnish a list of key personnel to be assigned to the project prior to the initial invoice. Vendor shall update this list to reflect changes in key personnel assigned to the Project as they occur and/or at the City's request. The City reserves the right to reject any personnel assigned or proposed for assignment to this project after consultation with Vendor.
- 5.4** If the Time and Materials compensation method is designated in Exhibit "B" – Compensation, then Vendor shall also furnish, prior to the initial invoice, a list of all personnel expected to be assigned to the Project along with their direct "raw" hourly

rates in order to facilitate processing of Vendor invoices. Vendor shall update this list to reflect changes prior to new personnel appearing on an invoice.

5.5 If the Time and Materials compensation method is designated in Exhibit “B” – Compensation, then Vendor shall furnish the City with a list of all personnel anticipated to be authorized to incur travel, lodging, meals and related expenses. This list shall display the individuals by name, assigned location and item of expense authorized to be incurred. Vendor shall update this list to reflect additions or deletions of personnel to the project as they occur and/or at the City's request.

5.6 All compensation procedures and invoice requirements set forth herein shall also apply to all subVendors directly contracted to the prime Vendor. Deviations from said procedures and requirements may be allowed only after written application by the Vendor to the City and written acceptance of such deviation by the City.

5.7 The City retains the right to limit progress payments if, in the reasonable opinion of the City, the percentage of the Total Agreement Cost billed exceeds the earned value in delivering the Services as measured by the City’s earned value tracking system.

5.8 Prior to payment of the final invoice, Vendor agrees to deliver to the City the following, if applicable to the Services:

5.8.1 All electronic data files, plans, sketches, drawings, documents, reports, memoranda and reproducible related to the project and as required by the City's representative. Vendor may retain one copy of any or all of the aforementioned materials for its files.

5.8.2 Record drawings.

- 5.8.3** All non-expendable personal property purchased and approved by the City as other Direct Costs.
- 5.8.4** A formal written release of all claims and financial requirements arising by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by Vendor from the operation of the release in stated amounts to be set forth therein.
- 5.9** All accounting and financial matters relating hereto shall be processed by the City's Auditor. Payments shall be made by the City on the monthly statements only after they have been certified by the City's representatives and approved by the Director and the City Auditor. Provided the City receives the required backup documentation, the City shall endeavor to make payment to the Vendor within thirty (30) days from the City's receipt of a monthly statement.
- 5.10** No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Services.
- 5.11** Right to Inspect; Right to Audit Books. The Vendor and all subVendors shall maintain books, records, documents, and other evidence directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications and other contract documents at Vendor's office during the period of their preparation. Any authorized representative of the City shall, at all reasonable times and with reasonable

notice, also have the right to examine records of payments to SubVendors. Further, if the Time and Materials method of compensation is designated in Exhibit “B” – Compensation, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect and examine the Vendor’s accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries, and records of payments made to SubVendors.

5.12 In the event of a disputed invoice, only the disputed portion shall be withheld from payment by the City and the City will process the remaining undisputed portion of the invoice.

Section 6. TERM AND SCHEDULE

6.1 Vendor shall not perform any Services hereunder until receipt of written Notice to Proceed from the City. The term of this Agreement shall begin upon performance of the Services hereunder, and shall, unless extended by the City, or unless sooner canceled or terminated pursuant to the provisions hereof, expire on upon successful completion of the Services.

6.2 The completion of the Services in a timely and orderly manner is essential. Vendor shall perform all Services and submit deliverables required by the Agreement within the times stipulated in the approved baseline Project Schedule.

6.3 Vendor shall prepare and submit a baseline project schedule for City approval in accordance with the City’s Schedule Guidance Document.

6.4 Vendor shall monthly update, status, and submit the project schedule and schedule narrative for review by the City in accordance with the City’s Schedule Guidance Document. The requirement to submit schedule updates on a monthly basis may only be revised by authorization of the Director or his designee.

6.5 Neither party to this Agreement shall be deemed in default in the performance of its obligations if that party is prevented or delayed from performing by forces beyond its control, (hereinafter “Force Majeure”) including, without limitation, acts of God or of a public enemy; acts of a municipal, state, federal or other governmental legislative, administrative or judicial entity; any catastrophe resulting from flood, fire, extreme weather conditions, explosion; labor disturbances; and other cause beyond the control of the non-performing party. Vendor may be granted a time extension and cost adjustment for its performance based on the duration of the Force Majeure.

Section 7. STANDARDS OF PERFORMANCE, ERRORS AND OMISSION

7.1 Services provided by the Vendor and all of its agents, subVendors, and employees under this Agreement shall be performed in a manner consistent with the degree of care and skill customarily accepted as good professional practices and procedures by members of the same profession.

7.2 The City shall not be responsible for discovering deficiencies in the technical accuracy of Vendor’s Services. During the term of the Agreement, the Vendor shall be solely responsible for the accuracy of Services and shall promptly make necessary revisions or corrections to the Services performed to the extent that the necessary revisions or

corrections resulted from Vendor's negligent acts, errors or omissions, without any additional compensation from the City.

7.3 Acceptance of Services, including payment for same, shall not relieve the Vendor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.

7.4 In the event of any negligent act, error, or omission which the City determines, using a reasonableness standard, to be the responsibility of the Vendor in any phase of the service, the correction, repair or reconstruction of which may require additional field or office work or services, the Vendor shall be promptly notified and shall be required to perform such corrective Services as may be necessary without delay and without additional cost to the City. The period of re-performance for Services under this Section shall be limited to one (1) year from the time the original Services were completed. Vendor shall be reimbursed for any costs incurred for the correction, repair, or reconstruction of which requires additional field or office work or services that have been subsequently determined not to be the responsibility of Vendor as per above.

7.5 The City will provide to Vendor all data in City's possession relating to the Services. The Vendor shall be able to reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City, however, prior to relying upon such data and information, the Vendor shall be required to take reasonable measures to verify its accuracy, timeliness and completeness.

7.6 The City will endeavor to review Vendor-provided reports, studies, drawings, specifications, proposals and other documentation in a timely manner and provide prompt written notice of any inconsistencies, errors or items of concern.

Section 8. INSURANCE AND WAIVER OF SUBROGATION

8.1 INSURANCE

8.1.1 Liability Insurance to be provided by Vendor, Vendor’s subVendors and professionals engaged by Vendor. For any Services under this Agreement, and until completion of the entire Services, the Vendor, Vendor’s subVendor(s), and Professionals engaged by Vendor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the Services performed or required to be performed, provided or required to be provided, hereunder.

8.1.1.1 Auto Liability Insurance

Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of One Million Dollars (\$1,000,000) for the Vendor and not less than Five Hundred Thousand Dollars (\$500,000) for the SubVendor(s) minimum annual combined single limit, bodily injury and property damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Vendor, Vendor’s subVendors, or Professionals engaged by Vendor. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance.

The City and its officials, employees, representatives, agents, and Vendors including the City’s Vendors for the Project shall be named as

additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professional's(s') engaged by Vendor Automobile Liability policies. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CA 20 48 02/99 for Auto Liability, or a substitute form providing equivalent coverage.

8.1.1.2 Workers' Compensation

Workers' Compensation with statutory limits. Employers Liability with an annual limit of One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage including defense of an allegation against the employer for injury believed to have been substantially certain to occur. The Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

8.1.1.3 General Liability Insurance

Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Agreement, coverage as respects

independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of the following amounts:

(a) Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

(b) Vendor's Vendor(s) and Professionals engaged by the Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

The City and its officials, employees, representatives, agents, and City's Vendors for the Project shall be named as additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professionals' engaged by the Vendor Commercial General Liability policies (including Employers Liability) and Excess/Umbrella Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability, or substitute form providing equivalent coverage. The additional insured coverage afforded under

the Vendor's, Vendor's subVendor's(s') and Professionals' engaged by the Vendor policies shall include both ongoing operations (services in progress) and completed operations (completed services). All coverage shall be maintained for a minimum of three (3) years after expiration of this Agreement. The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance Commercial General Liability and Umbrella/Excess limits of liability (including Product/Completed Operations coverage) shall apply on a per project basis.

8.1.1.4 Professional Liability Insurance

Vendor, Vendor's subVendor's(s) and Professionals engaged by the Vendor shall purchase and maintain in force Professional Liability insurance (including contractual liability coverage) covering liability and damages arising out of or resulting from Vendor's professional services rendered, or which should have been rendered, pursuant to this Agreement. Each of Vendor's subVendor(s) or Professionals engaged by Vendor who are required to render or provide professional services pursuant to this Agreement and/or the contract between the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor, or at any other subVendor level, shall purchase and maintain Professional Liability insurance coverage with limits of liability and coverage requested herein.

(a) Vendor's Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

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

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

Professional Liability insurance may be written on a claims-made basis provided such policy shall either (i) be renewed annually for a period of not fewer than three (3) years following expiration of this Agreement with substantially the same terms and conditions or (ii) include an extended reporting period endorsement or clause providing not less than three (3) years within which a claim may be made under the policy respecting the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor performance of Services; the cost of coverage for such three (3) year period shall be borne exclusively by the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor as the case may be.

8.2 Property Insurance

The Vendor shall purchase and maintain Property insurance covering construction machinery, equipment, special equipment, false work, scaffolding, materials, mobile equipment, valuable papers, trailers, and tools used or owned by the Vendor in the performance of the Services. The Vendor also agrees to require Vendor's subVendor(s) and Professionals engaged by Vendor to insure any and all property listed above used

or owned by the Vendor's subVendor(s) or Professionals engaged by Vendor in the performance of the Services. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property listed above used or owned by the Vendor, Vendor's subVendor(s) or Professional engaged by Vendor in the performance of the Services.

8.3 Insurance Coverage Requirements:

8.3.1 Primary Coverage

The insurance coverage to be purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor as required herein to name the City as Additional Insured shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

8.3.2 Thirty Days Notice

Either the insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor, or the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor shall incorporate a provision requiring the giving of written notice to City, Vendor, and to any other person(s) or party(ies) reasonably designated by City, at least thirty (30) days (except when due to non-payment of premium) prior to the cancellation, non-renewal, and/or material modification of any insurance policy required to be purchased and maintained pursuant to this Agreement. Vendor, Vendor's subVendor(s), and Professionals

engaged by Vendor shall promptly notify City of a downgrade in the AM Best Company rating of any insurance company providing the insurance coverage for Vendor, Vendor's subVendor(s) and/or Professionals engaged by Vendor.

8.3.3 Financial Strength

The insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor herein shall be placed and maintained until expiration of this Agreement with insurance companies rated at least A-, Financial Size Category of at least VII, by A.M. Best Company, licensed or otherwise authorized and able to do business in Ohio.

8.3.4 Vendor(s) and Professionals engaged by Vendor Insurance. Vendor shall not sublet or subcontract any part of this Agreement without assuming absolute responsibility for requiring and taking actions to know that each Vendor's subVendor(s) and Professionals engaged by Vendor (and each subVendor at every tier) purchase and maintain the types of insurance required hereby with the same terms and conditions as herein required of the Vendor and the limits of liability herein required of Vendor's subVendor(s) and Professionals engaged by Vendor. Failure of Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor to purchase and maintain insurance for a minimum of three (3) years after expiration of this Agreement shall be deemed a material breach of this Agreement, allowing the City, in addition to all other remedies available to City under this Agreement, at law and/or in equity, to terminate this Agreement or to provide insurance at the Vendor's sole expense, in neither case, however, shall the Vendor's liability hereunder be lessened.

8.3.5 Notice of Occurrence

Upon Vendor's knowledge of any actual or alleged occurrence, event, or third-party claim(s) which may result in or give rise to a claim against liability imposed upon, or loss suffered by Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor related to the Project, and which may exceed One Million Dollars (\$1,000,000), Vendor shall (i) immediately provide the City with written notice of such occurrence, event or third-party claim(s) with reasonable detail; this requirement applies irrespective of when, where, or how the claim, liability, or loss occurred, whether or not the claim, liability or loss relates to or arises from the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor Services, or the validity or status of such claim, liability or loss, and applies to the entire Contract term and the three (3) years following expiration of this Agreement; and (ii) all such notice shall be issued in accordance with this Agreement.

8.3.6 Evidence of Insurance

Vendor shall submit to the City within ten (10) Calendar Days after City's notice of Contract award and prior to Date of Commencement, certificates of insurance evidencing the effectiveness of the insurance policies required by this Agreement. The Project Site shall be identified on the certificate(s) and the certificate(s) and policies shall be delivered to City pursuant to the terms of this Agreement.

At any time during the term of this Agreement and annually (measured from the Date of Commencement) for a period of three (3) years following expiration

of this Agreement, the Vendor shall promptly provide certificates of insurance to the City evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement. All endorsements to or modifications of insurance purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor pursuant to this Agreement shall be subject to City's review and final acceptance. City's review, receipt and/or acceptance of any insurance policy purchased and maintained by the Vendor, Vendor's subVendor(s), or Professionals engaged by the Vendor or a certificate of insurance evidencing such insurance, shall not constitute nor be deemed to constitute City's approval of such insurance or City's agreement that such insurance satisfies the insurance requirements set forth in this Agreement.

8.3.7 Compliance

If any insurance purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to this Contract contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor does not comply with the regulations or statutes governing the Project, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for the Vendor's, Vendor's subVendor(s) and Professionals engaged by Vendor intentional or willful non-compliance with Applicable Laws.

8.3.8 No Limitation

The types and limits of insurance to be purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to these Contract Document shall not be deemed to constitute a limitation of the Vendor's, Vendor's subVendor's(s'), Professionals' engaged by Vendor liability hereunder or otherwise, or otherwise to limit or affect the Vendor's indemnification obligations hereunder; by requiring insurance herein, City does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor.

8.3.9 Purchase of Insurance

If the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor fail(s) to purchase and maintain, or fail to continue in force throughout the term of this Agreement and until expiration of this Agreement and where required herein, for the minimum of three (3) years after expiration of this Agreement, insurance in the types and with limits of liability required herein, City may purchase such insurance and the cost thereof shall be borne by the Vendor, and shall be deducted from any amounts due and owing by the City to the Vendor. If such amounts are insufficient, the Vendor agrees to promptly pay the City the amount incurred by the City to purchase such insurance.

8.3.10 Other Insurance

Any insurance or any increase of limits of liability not described in this Article 3 which Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor

requires for their own protection shall be its own responsibility and at its own expense and shall not be considered part of the Vendor's fee for base Services or part of Vendor's Reimbursable Expenses or be subject to a request for Additional Services.

Section 9. TERMINATION OF AGREEMENT AND THE CITY'S RIGHT TO PERFORM

VENDOR'S OBLIGATIONS

9.1 Termination for Cause and Default of Vendor

This Agreement may be terminated by the City at any time for cause upon written notice to Vendor of such intent when either the progress or results achieved under this Agreement are unacceptable to the City, and upon giving Vendor reasonable notice and opportunity to cure such unacceptable progress or results, which Vendor fails to perfect. In no event, shall the reasonable notice be less than thirty (30) calendar days.

9.2 If this Agreement is cancelled by the City prior to completion, Vendor, within ten (10) working days of such cancellation, shall submit a certified final progress report of the percentage of Services completed by the date of cancellation. The City shall pay Vendor for the Services completed as certified in this statement and as approved by the Director of Public Safety/Service. Notwithstanding any other provision of this Agreement, all records, documents, materials, equipment, and working papers prepared or purchased as part of the Services under this Agreement shall become and remain the property of the City, and upon any such cancellation, Vendor shall turn over to the City all records, documents, working papers, equipment and other materials which should be necessary, in the opinion of the City, to maintain continuity in progress of the

Services by another Vendor. The City shall allow the Vendor to retain copies for their records, if Vendor chooses to do so.

9.3 Upon the occurrence and during the continuance of an event of default, the City may, but shall not be obligated to, take such actions as the City deems reasonable in order to cure the act or omission of Vendor that is the basis of the default, and the Total Contract Price shall be reduced by the cost to the City of taking such actions. Costs associated with the start-up and shut-down of the Services shall be at Vendor's expense.

9.4 This Agreement may be terminated by Vendor for event of default by the City, which would include failure to perform a material obligation and non-payment by City, upon thirty (30) days written notice, based upon the breach provisions as contained in this Agreement. Within ten (10) working days, Vendor shall submit a certified final progress report of the percentage of Services completed by the date of the termination. The City shall pay Vendor for the Services completed as certified in the statement and approved by the Director of Public Safety/Service.

9.5 Termination without Cause

The City may terminate this Agreement without cause upon thirty (30) days written notice. If the City terminates this Agreement without cause it shall make payment to Vendor for Services performed prior to the date of termination and reasonable demobilization costs, including any reimbursable expenses, if any then due, which shall be subject to the City's review and approval, and which shall not be unreasonably withheld. Vendor shall, as a condition of receiving the payments referred to in this Section 9, execute and deliver all such documents and take all such steps, including the legal assignment of its contractual rights, as the City may require for the purposes of

fully vesting in it the rights and benefits of Vendor under such obligations or commitments. The acceptance of payment under this Section 9 for termination by the City without cause shall constitute full and complete satisfaction of any and all damages and claims of Vendor regarding the Vendor's performance of the Services and the termination of Vendor's Services by the City.

Section 10. WORKERS' COMPENSATION COVERAGE

10.1 Vendor shall at all times during the term of this Agreement subscribe to and comply with the Workers' Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said Act. It shall furnish at the time of delivery of this Agreement and at such other times as may be requested, a copy of the official certificate of receipt showing the payment hereinbefore referred.

Section 11. INDEMNITY

11.1 Vendor shall be responsible for the safety of its personnel related to and during the performance of Services required by this Agreement and will take reasonable measures to ensure that it and its SubVendors provide and maintain a safe working environment. Vendor shall ensure that its employees and the employees of its SubVendors, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Vendor shall remove from the site any employees or SubVendors that fail to abide by applicable health and safety regulations. Vendor shall

not knowingly permit a hazardous, unsafe, unhealthy or environmentally unsound condition or activity to be conducted at any Project site.

If Vendor becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the City and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Vendor has control. The City may, but is not obligated to, inspect at reasonable times, the Project site and Vendor's facilities and appropriate Project Records to ascertain Vendor's and its SubVendors' compliance with the requirements of this Agreement; provided however, neither the existence nor exercise of such right will relieve Vendor of its responsibility for its own and its SubVendors' compliance with this Agreement, to always use due care in the performance of Services and for fulfilling all of its other obligations hereunder with respect to health and safety. Vendor shall promptly notify the City of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Agreement, even though such occurrence was not caused or consented to by Vendor, its employees, SubVendors or agents. Smoking is prohibited at the Project site. Vendor shall monitor the City's no smoking rule with respect to its employees and SubVendors while they are working at the Project site.

11.2 Vendor shall indemnify, save and hold the City and its officers, employees, and agents free and harmless against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to any and all negligent acts, errors, or omissions by the Vendor (including its employees and agents) or any ambiguities in the plans and specifications, providing that such ambiguities are

originated by or the responsibility of the Vendor and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Vendor in the performance of this Agreement. The Vendor shall be given the opportunity to defend on behalf of the City, any action or claim brought against it which, if successfully prosecuted, would give rise to a claim hereunder against the Vendor. This indemnification shall not result in the unjust enrichment of the City. In the case of any ambiguities, the City shall afford the Vendor a reasonable opportunity to mitigate the damage and clarify any such ambiguities within a reasonable time after discovery by or notice to City. City shall promptly notify the Vendor of any claim, demand, action, cause of action, or other liability for which the City may seek indemnification from the Vendor. The provisions of this paragraph shall survive the termination/expiration of this Agreement

11.3 In any and all claims against the City, Vendor or any of its members, officers, agents or employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

11.4 Vendor further agrees to indemnify and hold harmless the City from claims made by employees of Vendor or employees of Vendor's subVendors and based on injuries, sickness, disease, death or disability, to the extent arising out of the professional negligence of Vendor. As between Vendor and the City, Vendor agrees that it will not assert a claim of and expressly waives any and all immunity pursuant to applicable Workers' Compensation laws, with regard to this indemnification.

Section 12. MBE/WBE/SBE COMPLIANCE

12.1 The Minority- and Women Business Enterprise (“MBE/WBE”) and/or Small Business Enterprise (“SBE”) subcontracting goals established for this Agreement are defined in Exhibit “D” – MBE/WBE/SBE Compliance Goals.

Section 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 Vendor agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, and with the City’s Equal Employment Opportunity Policy, Guidelines and Procedures.

13.2 Vendor agrees to provide the City with information regarding its employment practices, in such forms as the City may prescribe; and that compliance with such requests is a condition of this Agreement.

Section 14. WPCLF ASSISTANCE AND APPLICABILITY OF FEDERAL REQUIREMENTS

14.1 Should the City seek Water Pollution Control Fund (WPCLF) financing for this Agreement under the Clean Water Act, as amended, and it is the intent of the parties that the Agreement be construed in a manner most favorable to obtaining such financing.

14.2 In the event that WPCLF financing is utilized for this Agreement, it is specifically agreed that the City Standard Clauses for WPCLF Assisted Professional Services Agreements (Exhibit “E”) shall apply to this Agreement.

Section 15. INDEPENDENT CONTRACTOR

15.1 Vendor shall be and remain an independent contractor with respect to all Services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Vendor on Services performed under the terms of this Agreement, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and Vendor agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefore.

Section 16. SUBVENDORS

16.1 Since this Agreement is made pursuant to the proposal submitted by Vendor and in reliance upon Vendor's qualifications and responsibility, Vendor shall not sublet nor shall any subVendor commence performance of any part of the Services except as specifically included in this Agreement without prior written consent of the City. In making the application for subletting any portion of the Services, Vendor shall state in writing the portion of the Services which each subVendor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement.

16.2 All subVendors for Services covered by this Agreement must conform to the requirements of this Agreement.

16.3 Debarment

The Vendor acknowledges the EPA regulations regarding the use of businesses which are included on the System for Award Management (SAM) database of businesses which have been debarred, suspended or voluntarily excluded from participating in EPA assisted activities, and expressly agrees not to subcontract to any such businesses.

Section 17. ASSIGNMENT OF AGREEMENT

17.1 The City and Vendor bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Vendor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 18. DISPUTE RESOLUTION

18.1 In the event of a dispute between the Parties for obligations under this Agreement, either Party may request the following dispute resolution process. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

18.1.1 The Parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The Parties

shall first try to resolve the dispute at the level of the designated representatives in Section 3. If the Parties are unable to resolve the dispute at that level within 10 working days, the Parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute.

18.1.2 If the Parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the Parties shall begin the mediation process within 20 days of such notice. The Parties shall select a mediator, who is experienced in the relevant services provided herein. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective representatives in Section 3. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

18.1.3 Such mediation shall be non-binding between the Parties and shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Section 20.2 below.

Section 19. CONSTRUCTION

19.1 All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. Vendor agrees that no representations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the event of any variance between the provisions of this Agreement and Vendor's Scope of Services (Exhibit "A"), the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Invalidation of any provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

Section 20. MISCELLANEOUS

20.1 Copyrights

The Vendor acknowledges and agrees to follow the EPA requirements of 40 CFR Part 30 regarding copyrights and rights in data for any discovery or invention which arise

or is developed in the course of implementing this Agreement. All specific deliverables developed under this Agreement shall become the property of the City. All work product (including pre-existing intellectual property) of the Vendor in executing the Services shall remain the property of Vendor. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of the Services shall remain the property of the Vendor.

20.2 Remedies

The parties agree that all claims, counter-claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

20.3 Defective Pricing

The Vendor and subVendor, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiated agreements, lower tier subagreements, and change orders is based on current, accurate, and complete data supported by their books and records. If the City determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and the Agreement shall be modified in writing to reflect such action.

20.4 Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

20.5 Gratuities

If the City finds after a notice and hearing that the Vendor, or any of the Vendor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the City in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the City may, by written notice to the Vendor, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides.

20.6 The Vendor shall retain all records relating to this Agreement and the Services performed for a period of five (5) years after its termination.

Section 21. EXHIBITS

21.1 It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the

terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- a. Exhibit "A" – Scope of Services
- b. Exhibit "B" – Compensation
- c. Exhibit "C" – Not Used
- d. Exhibit "D" – Business Opportunity Program Compliance Goals Not Included
- e. Exhibit "E" - Standard Clauses for WPCLF Assisted Projects – Not Included

IN WITNESS WHEREOF, this Agreement was entered into on the date and year first written above.

WITNESS:

CITY OF LORAIN, OHIO

BY: _____

(Title): _____

WITNESS:

DLZ OHIO, INC.

BY: _____

(Title): _____

Approved as to Form:

Patrick D. Riley
Law Director
City of Lorain, Ohio

EXHIBIT A/B



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

January 28, 2026

Ms. Gwen Frey, EI
Civil Engineer II
City of Lorain
200 West Erie Avenue, 4th Floor
Lorain, OH 44052

RE: LOR-SRTS FY 2026 (PID 120211)
DLZ Fee Proposal for CA/CI Services

Dear Mr. Frey,

DLZ is pleased to submit our fee proposal for professional services for the City of Lorain Safe Routes To School (SRTS) Project. For this project, DLZ will provide construction inspection, project management, construction administration, and quality assurance materials testing for the duration of the project.

Our proposed fee is included as Attachment "A". In the official RFP, it states the construction will occur with an Estimated Begin Construction Date of 5/1/26 and an Estimated End Construction Date of 11/15/26, which equals a duration of 200 days, or 28 weeks. However, based on recent experience with other SRTS projects, we anticipate a duration of closer to 90 days, or 13 weeks. This fee is based off that 13-week assumption. The fee reflects providing ODOT prequalified staff performing the scope of work outlined in the RFP. It includes a full-time project inspector, a project manager, a construction engineer 2, and a documentation clerk. Some of those roles are on an as-needed basis. The estimate to perform this work, including materials testing, is \$75,272. DLZ will only invoice for the actual time spent on-site by the inspectors when the contractor is performing work.

Additionally, we show hours for pre-construction and post-construction administrative work anticipated over the course of two weeks both before and after project construction. We anticipate some minor effort associated with ODOT's standard audit/documentation review and have included an allotment of hours for that task. The fee proposal includes costs for DLZ to perform quality assurance materials testing, which is broken down and included within Attachment "A".

The fee proposal rates were developed using ODOT’s Hourly Calculation Spreadsheet which takes actual DLZ employee hourly rates and incorporates DLZ’s audited overhead rate to determine an average billable hourly rate. This sheet is included with the fee proposal as Attachment “B”.

Depending on the Agreement, DLZ will invoice either according to the unit rates shown for the classifications on the fee proposal, or we will use actual hourly rates of DLZ project staff calculated with ODOT Fixed Fee Groups, which is included as Attachment “C” using ODOT’s Fixed Fee per Hour spreadsheet. DLZ typically composes our invoices using the standard ODOT IPS invoicing spreadsheet, however we can use a comparable City format, if requested. DLZ’s Cognizant Review Certificate detailing our overhead rate is included as Attachment “D” for reference. Lastly, DLZ’s Standard Terms and Conditions are included as Attachment “E”. Acceptance and signature of this Letter will implement these Terms and Conditions and will be considered the Agreement.

Thank you for selecting DLZ for this opportunity. We look forward to working together with the City of Lorain on this important project. If you should have any questions about the fee proposal or require further clarification, please do not hesitate to contact us.

Sincerely,



Daniel R. Uhlir, PE
Field Services Department Manager

CC: Bob Kirkley – DLZ Ohio, Inc.
Thomas Hessler – DLZ Ohio, Inc.
file

Approved and Accepted	
Signature	_____
Printed Name	_____
Title	_____
Date	_____

**COST PROPOSAL SUMMARY FOR
LOR-City of Lorain SRTS - FY 2026 (PID 120211)
Prepared for the City of Lorain
Prepared by DLZ Ohio, Inc.**

This hourly estimate was based on the following schedule:

Construction Work: 90 days (3 months or 13 weeks) = 65 working days
Contractor Working Five 8-hour days: 8 hrs/day x 65 days = 520 hours
Assume zero hours of OT

Multiplier: ((162.23%+100%)*10%)+(162.23%+100%) = 2.88

Admin. Work for pre-construction services over the course of 2 weeks
Admin. Work for post-construction services over the course of 2 weeks

Hourly Rates based on 2.88 multiplier			
Proj Mgr.	\$ 186.00	Proj. Insp.	\$ 99.00
Const. Eng. 2	\$ 115.00	Doc. Clerk	\$ 67.00

Task Description	Project Manager (CPE)	Const. Engineer (CE2)	Proj. Insp. (PI)	Documentation Clerk (DOC)			
Pre-Construction Services (over the course of 2 weeks)							
Pre-Construction Meeting	1	1	1				
Create Project Bill of Materials				1			
Develop Project Doc. Control System		1		8			
Review Submittals (Assume 6 @ 1 hr/each)		6					
<i>Pre-Construction Services Individual Hours Totals</i>	1	8	1	9	0		19 Task hrs
<i>Pre-Construction Services Individual Cost Totals</i>	\$186.00	\$920.00	\$99.00	\$603.00	\$0.00		\$1,808.00 Task cost

	PM	CE2	Proj. Insp.	Doc.			
Construction Services (13 weeks)							
Management of Construction by CPE (1 hr per wk)	13						
Construction Engineering & Admin by CE 2 (4 hrs per wk; 10%)		52					
Documentation of Quantities, Daily Reports, LPA Documents (2 hrs per week)				26			
Construction Progress Meetings & Minutes (3 Meetings)		3					
Review and Approve Contractor Pay Estimates (4 Estimates)		4					
Prepare and Approve Contractor Change Orders (Up to 2)		2					
Full time Project Inspection (13 wks x 40 hrs/wk)			520				
<i>Construction Services Individual Hours Totals</i>	13	61	520	26	0		620 Task hrs
<i>Construction Services Individual Cost Totals</i>	\$2,418.00	\$7,015.00	\$51,480.00	\$1,742.00	\$0.00		\$62,655.00 Task cost

	PM	CE2	Proj. Insp.	Doc.			
Post Construction Services (over the course of 2 weeks)							
Develop and Address Punch List			4				
Project Final Walk Through	1		1				
Prepare Final Change Order	1						
Final Close Out Document Preparation		2		2			
<i>Post-Construction Services Individual Hours Totals</i>	2	2	5	2	0		11 Task hrs
<i>Post-Construction Services Individual Cost Totals</i>	\$372.00	\$230.00	\$495.00	\$134.00	\$0.00		\$1,231.00 Task cost

**COST PROPOSAL SUMMARY FOR
LOR-City of Lorain SRTS - FY 2026 (PID 120211)
Prepared for the City of Lorain
Prepared by DLZ Ohio, Inc.**

This hourly estimate was based on the following schedule:

Construction Work: 90 days (3 months or 13 weeks) = 65 working days
Contractor Working Five 8-hour days: 8 hrs/day x 65 days = 520 hours
Assume zero hours of OT

Admin. Work for pre-construction services over the course of 2 weeks
Admin. Work for post-construction services over the course of 2 weeks

Multiplier: ((162.23%+100%)*10%)+(162.23%+100%) = 2.88

Hourly Rates based on 2.88 multiplier			
Proj Mgr.	\$ 186.00	Proj. Insp.	\$ 99.00
Const. Eng. 2	\$ 115.00	Doc. Clerk	\$ 67.00

ODOT Audit / Documentation Review	PM	CE2	Proj. Insp.	Doc.			
Documentation Preparation & Organization				4			
Documentation Review with ODOT LPA Coordinator (w/DLZ PM and Proj. Insp)	1		1				
<i>ODOT Audit Individual Hours Totals</i>	1	0	1	4	0		6 Task hrs
<i>ODOT Audit Individual Cost Totals</i>	\$186.00	\$0.00	\$99.00	\$268.00	\$0.00		\$553.00 Task cost

Other Direct Costs		
Project Primary Inspector Company Truck - (ODOT Rate \$49/day x 65 days)		\$3,185
Materials Testing (See Attachment "A")		\$5,840
Other Direct Costs		\$9,025 Total ODC's

Summary of Parts:	
Pre Construction Services	\$1,808.00
Construction Services	\$62,655.00
Post Construction Services	\$1,231.00
ODOT Audit / Doc. Review	\$553.00
Other Direct Costs	\$9,025.00

TOTAL FEE PROPOSAL FOR CA/CI SERVICES: \$75,272



ATTACHMENT "A"
MATERIALS TESTING COSTS FOR
LOR-City of Lorain SRTS - FY 2026 (PID 120211)

Task No.		Units	Unit Cost	TASK TOTAL
	DLZ Laboratory Billing Rates			
1.0	Testing Description			
1.01	Materials Technician (10 days at 4 hrs/day)	40 ea	\$75 per hour	\$3,000.00
1.02	Concrete Cylinders (1 set of 5 each day)	25 ea	\$22 per cylinder	\$550.00
1.03	Concrete Beams	5 ea	\$60 per beam	\$300.00
1.04	Moisture Density Curves & Gradation)	0 ea	\$240 per sample	\$0.00
1.05	Asphalt AC Content/Gradation	2 ea	\$170 per sample	\$0.00
1.06	Asphalt MSG	0 ea	\$85 per sample	\$0.00
1.07	Asphalt BSG	0 ea	\$90 per set of 3 samples	\$0.00
1.08	Compaction Equipment	2 days	\$50 per day	\$100.00
1.09	Concrete Equipment	5 days	\$35 per day	\$175.00
1.10	Routine Electronic Reports	0 LS	\$250 Lump Sum	\$0.00
	Total Costs			\$4,125.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.: PID 120211
 C-R-S: LOR-SRTS FY 2026
 Firm Name: DLZ Ohio

Company Overhead: 162.23%
 Average Overhead: 160.84%
 Cost of Money: 2.20%
 Net Fee %: 10%

The company records OT premium as: Direct Labor
 Does the company anticipate billing overtime? No

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ¹
Project Manager	No	\$64.00	\$103.83	\$1.41	\$16.69	\$186	N/A
Project Inspector	No	\$34.00	\$55.16	\$0.75	\$8.87	\$99	N/A
Construction Engineer 2	No	\$39.75	\$64.49	\$0.87	\$10.37	\$115	N/A
Documentation Clerk	No	\$23.00	\$37.31	\$0.51	\$6.00	\$67	N/A

¹ **Note:** Rounded the nearest dollar.

Average Raw Rate Calculations per Classification

Agreement No.: PID 120211

C-R-S: LOR-SRTS FY 2026

Firm Name: DLZ Ohio

Instructions - Insert classification descriptions in yellow highlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Daniel Uhlir	\$64.00
Average Raw Rate	\$64.00

Project Inspector	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Emmet McGrath	\$34.00
Average Raw Rate	\$34.00

Construction Engineer 2	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Jayson Rush	\$36.50
Utsav Kachhidya	\$43.00
Average Raw Rate	\$39.75

Documentation Clerk	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Nadilee Nottingham	\$23.00
Average Raw Rate	\$23.00



CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW
APPROVAL CERTIFICATE NO.: 06052025-SPG-01

All items discussed in this **Cognizant Review Approval Certificate** refer, respectively, to the following:

Company Name (Consultant/Auditee):	DLZ OHIO, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2024
Effective Date of Cognizant Approval (ODOT Approval Date):	06/05/2025
Based on Independent Audit Report Issued by CPA Firm (Auditor):	CBIZ CPAs P.C.

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance. The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion: We recommend acceptance of the following rates, which, unless otherwise noted, were computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate:	162.23%
Facilities Capital Cost of Money (FCCM) Rate:	2.2%

Overtime Premium: According to the Company's established allocation methodology, as audited by the CPA:

- INDIRECT.** All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- DIRECT.** Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- OTHER DIRECT COST.** Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- NOT APPLICABLE.** Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs. (Overtime premium is not allowable as either a direct charge to projects or as part of the indirect cost rate computation.)

Note: The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). This cognizant approval certificate also establishes indirect cost rates for use by other State transportation agencies, as discussed in the FHWA document *Procurement, Management, and Administration of Engineering and Design Related Services - Questions and Answers*. <https://www.fhwa.dot.gov/programadmin/172qa.pdf>.

The above rates are based on the most recent cost information the Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system.

The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of ODOT prequalification.

Approved by:

Scot P. Gormley

ADMINISTRATOR, OFFICE OF EXTERNAL AUDITS (OEA)
ODOT Division of Finance

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

[External Audits | Ohio Department of Transportation](#)



**Department of
Transportation**

DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.



CITY OF LORAIN

Board of Control

2. e.

Meeting Date: 02/18/2026

Subject:

IT Department request a purchase order with Capchase for annual licensing for Barracuda email security, email archive, backup and offsite replication of backups This is a 3 year agreement and will \$167,193.64 per year. Will be paid from Information Technology Maintenance Agreements 1010.E350.6300.1200

Passed by City Council on 2/16/2026

Attachments

BOC Request Form

Quote

Capchase



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: 2/17/2026
2. Name of Department Submitting Request:: information Technology
3. Summary of Report: IT Department request a purchase order with Capchase for annual licensing for Barracuda email security, email archive, backup and offsite replication of backups This is a 3 year agreement and will \$167,193.64 per year. Will be paid from Information Technology Maintenance Agreements 1010.E350.6300.1200
4. Name of Vendor: Capchase
5. Amount: \$167,193.64
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 _____

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? _____



GHA Technologies, Inc.
 *NEW REMITTANCE
 ADDRESS*
 Dept #880831
 PO Box 29650
 Phoenix, Arizona 85038-9650
 United States
 http://www.gha-associates.com
 (P) 480-951-6865
 (F) 480-951-6956

Quotation (Open)	
Date	Feb 10, 2026 02:16 PM EST
Modified Date	Feb 10, 2026 02:51 PM EST
Quote #	3068842 - rev 1 of 1
Description	Barracuda Premium Plus & Storage Services
SalesRep	Lottig, Jim (P) 440-783-7546 (F) 440-212-7076
Customer Contact	Comer, David (P) (440) 204-2095 (F) (440) 204-2097 david_comer@cityoflorain.org

Customer
 City Of
 Lorain (CO29041)
 Comer, David
 200 W Erie Ave
 Lorain, OH 44052
 United States

Bill To
 City Of Lorain
 Payable, Accounts
 200 W Erie Ave
 Lorain, OH 44052-1606
 United States

Ship To
 City Of Lorain
 Comer, David
 200 W Erie Ave
 Lorain, OH 44052-1606
 United States

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
1		Barracuda E-Mail Protection Premium Plus Subscription license (3-Years) - 500 users	EP-PremPlus-Usr-1M	1	\$180,486.91	\$180,486.91

#	Image	Description	Part #	Qty	Unit Price	Total
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Note: Includes the following features:

- Spam and Malware Protection: Identify and block spam, viruses, and malware delivered via email messages. Using virus scanning, spam scoring, real-time intent analysis, URL link protection, reputation checks, and other techniques, Barracuda scans email messages and files.
- Attachment Protection - Barracuda combines behavioral, heuristic, and sandboxing technologies to protect against zero-hour and targeted attacks. A sandbox environment is used to detonate and observe behavior of suspicious attachments.
- Link Protection: Link Protection automatically rewrites URLs so that Barracuda can sandbox the request at click time to block malicious links.
- Email Continuity: In the event of a mail server outage or loss of connectivity, an emergency mailbox lets users continue to send and receive emails, staying productive until your primary servers are back online.
- Email Encryption: Secures your mail by encrypting it during transport to the Barracuda Message Center, encrypting it at rest for storage in the cloud, and providing secure retrieval by your recipients through HTTPS web access. Create a policy to automatically encrypt emails based on their sender, content, and other criteria.
- Data Loss Prevention: Create and enforce content policies to prevent sensitive data, including credit card numbers, Social Security numbers, HIPAA data, customer lists, and other private information, from being sent by email. Policies can automatically encrypt, quarantine, or block certain outbound emails based on their content, sender, or recipient.
- Phishing and Impersonation Protection: Automatically detect and prevent impersonation, business email compromise, and other targeted attacks. Barracuda's AI engine learns each organization's unique communication patterns and leverages these patterns to identify anomalies and prevent socially engineered attacks in real time.
- Account Takeover Protection: Stop phishing attacks used to harvest credentials for account takeover. AI detects anomalous email behavior and alerts IT, then finds and removes all fraud emails sent from compromised accounts.
- Automatic Remediation: All user-reported messages are automatically scanned for malicious URLs or attachments. When a threat is detected, all matching emails are automatically moved from users' mailboxes into their junk folders.
- SIEM/SOAR/XDR Integration: Orchestrate incident response cross-product with RESTful API (beta) and syslog integrations. Remotely administer and configure incident response capabilities and store your event data for tracking, analysis, and troubleshooting.
- Threat Hunting and Response: Quickly identify and efficiently remediate post-delivery threats by automating investigative workflows and enabling direct removal of malicious emails.
- Automated Workflows: Build custom playbooks to completely automate your incident response process. Admins at any technical level can create a workflow by defining a trigger, determining conditions, and assigning the desired actions through a simple user interface.
- Domain Fraud Protection: Prevent email domain fraud with DMARC reporting and analysis. Barracuda provides granular visibility and analysis of DMARC reports and helps you minimize false positives, protect legitimate email, and prevent spoofing.
- Web Security [NEW]: Protect users from accessing malicious web content with advanced DNS and URL filtering.
- Cloud Archiving: A cloud-based, indexed archive allows for granular retention policies, extensive search, role-based auditing/permissions, legal hold, and export. Easily comply with e-discovery requests and regulatory or policy-retention requirements.

#	Image	Description	Part #	Qty	Unit Price	Total
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- Cloud-to-Cloud Backup: Get data protection and cloud backup for Office 365 data, including Exchange Online mailboxes, SharePoint Online, OneDrive for Business, and Teams. Fast point-in-time recovery in the event of accidental or malicious deletion.

- Data Inspector: Automatically scan your OneDrive for Business and SharePoint data for sensitive information and malicious files containing malware. Use it to develop policies that comply with GDPR, CCPA, and other data privacy regulations.

- Attack Simulation: Simulated phishing attacks are constantly updated to reflect the most recent and most common threats. Simulations are not limited to email, but also include voice, SMS, and portable-media (USB stick) attacks.

- Awareness Training: Get access to advanced, automated education technology that includes simulation-based training, continuous testing, powerful reporting for administrators, and active incident-response awareness.

- Zero Trust Access for Microsoft 365 [NEW]: Mitigate breach risks for remote employees and contractors and reduce your exposure to lateral attacks on Microsoft 365 applications by deploying continuous verification of user and device identity and trust.

2	Barracuda Cloud Storage Service	Subscription license (3-Years) - 1 TB capacity - hosted - for P/N: BBS-3200	BBS-3200-TB-CLD-1M	1	\$182,839.00	\$182,839.00
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Note: 995 Migration - IT Department Appliance - (45) Terabytes

3	Barracuda Cloud Storage Service	Subscription license (3-Years) - 1 TB capacity - hosted	BBS-3080-TB-CLD-1M	1	\$110,089.08	\$110,089.08
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Note: 990 Migration - Municipal Courts Appliance (25) Terabytes

4	Barracuda Cloud Storage Service	Subscription license (3-Years)- 1 TB capacity - hosted	BBS-3024-TB-CLD-1M	1	\$28,165.91	\$28,165.91
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Note: 690 Migration - Utilities Department Appliance (6) Terabytes

Subtotal:	\$501,580.90
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Misc:	\$0.00
Total:	\$501,580.90

INSTALLMENT PAYMENT AGREEMENT

Customer	Vendor	Funder
Lorain, City Of (Inc) 200 W Erie Ave Ste 714, Lorain, 44052-1606, OH, USA	Barracuda Networks, Inc 3175 S Winchester Blvd, Campbell, CA 95008, USA	CAPCHASE INC. 116 E 27 Street, 4th Floor New York, NY 10016

EFFECTIVE DATE: 2026/02/28

VENDOR AGREEMENT: Vendor Agreement attached if applicable

Term	Total Amount
24 months	\$501,580.90

Product	Qty	Product Description	Unit Price	Total
Quote # 3068894	1		\$501,580.90	\$501,580.90
Subtotal				\$501,580.90
Shipping				\$0.00
Taxes				\$0.00
Total Amount				\$501,580.90

PAYMENT SCHEDULE

Custom Schedule (see Schedule below)

IN WITNESS WHEREOF, the parties hereto have executed this agreement, incorporating the attached terms and conditions (collectively, this "IPA") by their representatives duly authorized as of the Effective Date set forth above.

CAPCHASE INC

Lorain, City Of (Inc)

By

By

Name:

Name:

Title:

Title:

Date:

Date:

THIS INSTALLMENT PAYMENT AGREEMENT (“**IPA**”) is made as of the Effective Date set forth on the cover page hereto, between the Customer named on the cover page hereto and Capchase, Inc., a Delaware corporation (“**Funder**”) with respect to the following facts: Customer and the Vendor named on the cover page hereto (“**Vendor**”), are entering into the vendor agreement described on the cover page hereto (the “**Vendor Agreement**”) to enable Customer to acquire, receive, use, and/or benefit from the software, licenses, services, equipment, and other items described herein as “**Products**”. As used in this IPA, a Vendor may refer to a reseller in connection with the sale, lease or other provision of equipment to the Customer. The term Vendor Agreement shall include, in addition to any Vendor Agreement described herein, any invoice, purchase order, or other document made with or received by Customer or Funder or that otherwise relates to the Product, or their provision or performance, or payment of the Total Amount set forth on the cover page hereto. Pursuant to the order described on the cover page hereto (the “**Order**”), Customer is obligated to pay Vendor or to its order all of the following amounts (as applicable) described on the cover page hereto: the License Fee, the Service Fee, the Equipment Fee, and/or shipping and taxes (collectively, the “**Total Amount**”). Subject to the terms of this IPA, Customer represents, warrants, and covenants that by Funder paying to Vendor an amount equal to the Total Amount (described on the cover page hereof) in full Customer will satisfy the obligation in the Order to pay the Total Amount. Customer acknowledges and agrees that: (a) the sum of the periodic Installment Payments described on the cover page (hereinafter referred to as the “**Installment Payments**”) may exceed the Total Amount; and (b) Funder and Vendor may agree, as between themselves, that the amount paid by Funder to Vendor may differ from the Total Amount due from or on behalf of Customer. Funder may have arrangements with Vendor to pay fees on receipt of invoice, over time, or upon acceptance of product. None of these arrangements will change Customer's obligation under this IPA. Customer authorizes Funder to adjust the Installment Payment and any other calculated amount by not more than 15% if the actual Total Amount differ from the estimated Total Amount shown above. Any fees, taxes, or other amounts set forth in the Order other than the Total Fees shall be due and payable at the times and in the manner set forth in the Order. Both Funder and Customer may agree to additional financing of the Customer's purchase of Products from the Vendor. If such additional financing takes place, Funder and Customer shall create a document based on the cover page to this IPA setting forth the terms of the additional financing. Any such financing shall be governed by the terms of this IPA.

1. **AUTHORIZATION TO PAY VENDOR; PROCUREMENT:** Customer, and not Funder, is solely responsible for the Vendor Agreement and otherwise contracting for and procuring the Product and, if applicable, delivery of the Product. Customer irrevocably authorizes Funder to pay to Vendor an amount equal to the Total Amount described on the cover page above (subject to adjustment as described above). The payment obligations under this IPA will begin when it is fully executed. The Products will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) five (5) days after delivery of the Products to Customer if, previously, Customer has not given written notice to Funder of your non-acceptance. The Product shall be provided by Vendor directly to Customer and not by Funder. Customer will look solely to Vendor for its receipt, use, or benefit of any Product, and for its satisfaction with and all claims or other matters in any way relating to the Products or Vendor Agreement. Funder shall have no ownership of the Product, and is not the licensor of any Product constituting software. Funder will finance the purchase of the Product for Customer, and assume Customer's obligation to pay Vendor the Total Amount thereon on the payment terms of the Vendor Agreement subject to the terms hereof, only if no Event of Default, or event that with notice or the lapse of time or both would constitute an Event of Default, has occurred, and if Funder receives this IPA executed by the parties, and such other documents or assurances as Funder may reasonably request. **FUNDER FINANCES THE PURCHASE OF THE PRODUCT AS IS AND WITHOUT RECOURSE, AND MAKES NO REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AS TO THE PRODUCT, INCLUDING AS TO ANY PRODUCT'S DESCRIPTION, TITLE, CONDITION, EXISTENCE, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PERSON'S PARTICULAR PURPOSE, USE, OR BENEFIT, OR ISSUES REGARDING INFRINGEMENT OF THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON.** Customer is responsible for keeping the Product in good repair and free of encumbrances, and for any loss or damage to the Product, and will keep and use the Product at the address shown on the cover page hereto unless agreed in writing by Funder. Neither Funder nor its Assignees are responsible for service or maintenance of the Product.

2. **PAYMENT SCHEDULE:** In consideration of Funder paying to Vendor the Total Amount, Customer irrevocably promises to pay the Installment Payments to Funder or its order in accordance with the payment schedule set forth on the cover page hereto. The first Installment Payment is due on the date set forth in your invoice and the remaining Installment Payments will be due monthly thereafter (or such other time period specified on the front of this IPA) as designated by us on your invoice (the “**Installment Payments**”). Funder will invoice Customer for Installment Payments, but Installment Payments shall be due regardless of the receipt of an invoice or notice. If Funder does not receive by the due date, at the remittance address indicated on the invoice, any amount payable to Funder, Customer will pay a late charge equal to: (a) the greater of ten (\$0.10) cents for each dollar overdue or twenty-six dollars (\$26.00); or (b) the highest lawful charge, if less. If the full amount of each Installment Payment is not received by Funder on each due date, and such failure not cured within five (5) business days, Customer agrees to pay to Funder default interest on the overdue amount at the lower of: (a) two percent (2.00%) per month; or (b) the maximum amount allowed by law, until paid. Customer irrevocably authorizes Funder to debit Customer's account described on the cover page hereto for the amount of all payments payable hereunder, on the dates when due. Unless stated otherwise, Installment Payments exclude any applicable sales, use, property or any other tax allocable to the Product or this IPA, all of which Customer shall reimburse Funder for, as and when invoiced. If the Customer chooses Credit Card as payment method, unless stated otherwise, Installment Payments include a 3% payment processing fee. Customer acknowledges and agrees that the License Fee or Equipment Fee was fully earned by Vendor when the Product (in the case of software, licenses, or physical equipment) was delivered; *provided, however, that* Customer may still pursue any warranty claims against Vendor (but not against Funder or any Assignee) in accordance with the terms and conditions of the Vendor Agreement. **CUSTOMER'S OBLIGATION TO REMIT INSTALLMENT PAYMENTS TO FUNDER AS SET FORTH HEREIN SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELLABLE AND NONREFUNDABLE,** and shall not be subject to any of the following (collectively, “**Claims**”): any abatement, set-off, recoupment, claim, counterclaim, adjustment, compensation, cancellation, reduction or defense for any reason, including, but not limited to, any claims that Vendor failed to perform under the Vendor Agreement or Order, or termination of the Vendor Agreement or Order, or any other defense against Funder, Vendor, Assignee, any Product's manufacturer or licensor, or any other person.. Customer acknowledges that Vendor and Funder (and any Assignee) are separate, unaffiliated entities, and neither Vendor nor Funder (or any Assignee) is an agent of the other. Installment Payments are owed by Customer to Funder, and not to Vendor. Funder (or any Assignee) shall not be responsible or liable in respect of any disputes between Customer and Vendor.

3. **ASSIGNMENT:** Customer consents to Funder's assignment of any of its rights and interests in and to this IPA and the Product to one or more third parties (“**Assignee**”). Assignee shall have and be entitled to exercise any and all rights and remedies of Funder hereunder, and all references herein to Funder shall include Assignee. Customer agrees that Assignee shall not, because of such assignment, assume any of Funder's or Vendor's obligations to Customer. **CUSTOMER SHALL NOT ASSERT AGAINST ASSIGNEE ANY CLAIMS THAT CUSTOMER MAY HAVE AGAINST FUNDER OR VENDOR. CUSTOMER WAIVES ALL RIGHTS TO MAKE ANY CLAIM AGAINST ASSIGNEE FOR ANY LOSS OR DAMAGE TO THE PRODUCT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE SOFTWARE, EQUIPMENT AND SERVICE PERFORMANCE, FUNCTIONALITY, FEATURES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF BUSINESS.** Customer shall pay Assignee all amounts due and payable under this IPA, but shall pursue any claims under any Vendor Agreement or Order against only Vendor. Except as provided for upon the occurrence of an Event of Default below, neither Funder nor its Assignees will interfere with Customer's quiet enjoyment or use of the Product in accordance with the Vendor Agreement's terms and conditions. Customer shall not assign or transfer this IPA or permit any lien or encumbrance upon this IPA, including in connection with a sale of all or some of Customer's assets, without Funder's prior written consent.

4. **INSURANCE:** Customer will provide and maintain at its own expense: (a) property insurance against the loss of or damage to the Product for an amount not less than the replacement cost; and (b) general liability insurance. Such insurance shall name Funder and its successors and assign as sole “loss payee” and “additional insured”, and be in such amounts and with such companies as approved by Funder. Customer will provide to Funder, as requested, certificates or other proof of coverage. If Customer fails to maintain the required insurance on the Product or timely provide proof of such insurance, Funder may at its sole discretion, but shall not be obligated to, secure the required insurance coverage on the Product. If Funder secures insurance on the Product, Customer may not be named as an insured party and agrees that the premium and insurance charges may be higher than the amounts Customer would pay to maintain insurance and may constitute a profit. Customer agrees to reimburse Funder for all charges, fees, and expenses which Funder pays or incurs as a result of obtaining such insurance coverage.

5. **DEFAULT:** Each of the following events shall constitute an “**Event of Default**”: (a) Customer fails to pay when due all or any portion of any Installment Payment or any other amounts payable hereunder, and such failure is not cured within ten (10) days after written notice; (b) any representation or warranty made by Customer or any guarantor proves to be false in any material respect when made; (c) a material breach by Customer of any provision of this IPA (other than a breach covered by (a) above) where Customer fails to correct such breach within thirty (30) days of its receipt of written notice thereof; (d) Customer or any guarantor shall cease doing business as a going concern or becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer, or any guarantor or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer or any guarantor, or any guarantor dies; (e) Customer or any guarantor suffers a material adverse change in its business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects; (f) the Product is used in violation of applicable law or is seized, levied upon, or otherwise taken by legal process and not returned within ten (10) days; (g) Product is lost, stolen, or materially damaged, and within ten (10) days after such event, Customer fails to (i) provide evidence that the Product is fully covered by required insurance or (ii) prepay all remaining Installment Payments, as determined by Funder in its sole discretion; or (h) an event of default occurs and is continuing under any other related agreement, including, without limitation, the Vendor Agreement, after the giving of any required notice and the expiration of any applicable cure period.

6. **RIGHTS AND REMEDIES.** If an Event of Default has occurred and is continuing, Funder may do any or all of the following: (a) declare all unpaid Installment Payments and any other amounts then due under this IPA to be immediately due and payable, and Customer shall pay the present value of all unpaid Installment Payments for the remainder of the term, discounted at a rate of two percent (2.00%) per annum, as reasonable compensation for lost time value and not as a penalty; provided, that Funder may elect to enforce such amounts on a gross or discounted basis; (b) terminate or restrict Customer's access to any Products comprised of software or require Customer to do so and/or request Vendor to terminate or restrict Customer's rights to use the software or services constituting the Product; (c) take possession of the Product, if applicable; (d) require Customer to assemble the Collateral (as defined below) and make it available to Funder at a place to be designated by Funder at Customer's expense (including costs of storing, shipping, repairing and selling the Product), if applicable; (e) require Customer to grant Funder, on request and in a form and substance satisfactory to Funder, as security for its obligations hereunder, a security interest in all of Customer's right, title, and interest in, to and under all of Customer's assets, wherever located and whether

then existing or owned or thereafter acquired or arising, and execute and deliver all such other agreements, instruments and documents required to effect such security; and (f) pursue any rights or remedies available at law or in equity, including, without limitation, any rights of a secured party under Article 9 of the Uniform Commercial Code. No failure or delay on the part of Funder to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive. To the extent permitted by law, Customer agrees that neither Funder nor Vendor shall be required to license, lease, transfer or use any Product in mitigation of any damages resulting from Customer's default. Furthermore, upon the occurrence of any Event of Default, Customer agrees that Funder may request Vendor to take, and Vendor may take, without liability to Customer, any or all of the following actions (each, an "Enforcement Action"): (i) terminate the Vendor Agreement as it pertains to any software or services; (ii) revoke all software under the Vendor Agreement; (iii) permanently suspend all services contemplated under the Vendor Agreement as it relates to any software or services; and (iv) refrain from re-selling or re-licensing the same Product or other software performing essentially the same function. The exercise or non-exercise of any Vendor-directed Enforcement Action shall not affect Customer's unconditional obligation to make Installment Payments and other amounts due under this IPA.

8. **COSTS AND ATTORNEYS' FEES.** In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal, or otherwise, whether initiated by Funder or Customer (or a debtor-in possession or bankruptcy trustee), which arises out of, under, or is related in any way to this IPA or any other document executed pursuant hereto or in connection herewith, or any governmental examination or investigation of Customer which requires Funder's participation (individually and collectively the "Claim"), Customer, in addition to all other sums which Customer may be called upon to pay under the provisions of this IPA, shall pay to Funder to the extent permitted by law and legally available funds, on demand, all costs, expenses, fees paid or payable in connection with the Claim, including but not limited to, reasonable attorneys' fees and out-of-pocket costs including travel and related costs incurred by Funder or its attorneys.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS:** Customer acknowledges that: (a) it has independently ordered the Product from Vendor based on its own judgment, and expressly disclaims any reliance upon statements made by Funder or any Assignee to Customer, if any, with regards to such Product, (b) this IPA is separate and distinct from the Vendor Agreement and Order with Vendor, and such Vendor Agreement and Order are not incorporated into nor made a part hereof, and (c) the advances made by Funder under this IPA are intended by Customer for business purposes (for use primarily for other than personal, family, or household purposes). Customer represents, warrants and covenants that: (i) Customer is duly organized and in good standing under applicable state law; (ii) this IPA has been duly authorized and constitutes a legal, valid and binding obligation of Customer and is enforceable against Customer in accordance with its terms; (iii) the execution, delivery and performance of this IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property; (iv) each signatory of this IPA has the authority to bind Customer to this IPA; (v) Customer will promptly notify Funder of any change in Customer's name, or the form or jurisdiction in which it is organized, or in the location of its chief executive or registered office; (vi) no proceedings exist before any court or administrative agency that would have a material adverse effect on Customer, this IPA, or any Products; (vii) as of the Effective Date of this IPA, Customer has good and marketable title, free and clear of any liens (except as created hereunder), in the goods and equipment constituting Products (except software and/or services); and (viii) any and all information furnished to Funder is and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles (GAAP). Customer covenants that: (A) Customer will promptly notify Funder of any change in Customer's name, legal entity type, jurisdiction of organization or in the location of its chief executive or registered office; (B) upon Funder's reasonable request, Customer will promptly furnish to Funder current financial statements or other credit information regarding Customer and any guarantor, including copies of your balance sheet, income statement and other financial reports, and information regarding the Vendor Agreement and Order; and (C) Customer irrevocably appoints and authorizes Funder as its attorney-in-fact to (x) make and settle insurance claims; (y) endorse insurance proceeds; and (z) execute and file financing statements (naming Customer as "Debtor") and documents of title and registration (if applicable) on the Product or Collateral.

10. **SECURITY INTEREST.** To secure Customer's payment and performance of its obligations under this IPA, Customer hereby grants to Funder and its Assignees a continuing first priority security interest in all of Customer's right, title, and interest in and to the following property, whether now owned or hereafter acquired by Customer: the software, services, licenses, equipment, inventory, goods, and other items described under Product on the cover page hereto, including all parts, replacements, accessories and accessions thereto; the Vendor Agreement and Order, including, without limitation, the licenses granted under the Vendor Agreement; all proceeds, including insurance proceeds, and all rights to payment and payments intangibles under any of the foregoing, including, without limitation, all rights to any refund, indemnification, and/or abatement to which Customer is, or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise; and all products and proceeds of any of the foregoing (collectively, the "Collateral"). Customer shall, at its own cost, execute and deliver to Funder such instruments and shall do all such things from time to time hereafter as Funder may request to carry into effect the provisions and intent of this IPA, to protect and perfect Funder's security interest in and to the Collateral, and to comply with all applicable statutes and laws. If applicable, contemporaneously with the execution of this IPA, Customer shall execute all such instruments as may be required by Funder with respect to the perfection of the security interests granted herein; Customer consents to Funder's filing of financing statements in such form and substance, and to be filed in accordance with the provisions of the Uniform Commercial Code in such state or states, as Funder may determine. To the extent permitted under applicable law and the Vendor Agreement, Customer agrees not to take any action that would impair Funder's rights or its security interest in the Collateral.

11. **INDEMNITY:** Customer agrees that Funder and its Assignees are not responsible for any loss, damage, injury or claim arising out of the delivery, installation, operation, maintenance, ownership, possession, condition or use of the Product, including any defect in design or manufacture. Customer will indemnify, defend, and hold harmless Funder and its Assignees from and against, all claims, liabilities, damages, losses, penalties, fines, taxes and expenses (including attorneys' fees and court costs) arising from or relating to the Product, this IPA, or any act or omission of Customer or its personnel. This indemnity applies regardless of legal theory involved (including, without limitation, strict liability, negligence, contract, tort or statute) and survives the termination or expiration of this IPA.

12. **FEES AND CHARGES:** It is the intention of the parties that all fees, charges, and interest under this IPA comply with applicable law, including any limits on usury or late charges. If any Installment Payment, charge or fee billed or collected by Funder is found to exceed the maximum amount allowed by law, then: (a) Funder may modify any such excessive amount billed so as to make it not excessive; (b) Funder may refund or credit Customer the excessive amount; and (c) the foregoing shall be Customer's sole and exclusive remedy with respect to such overcharge. Customer agrees not to raise any other claim, complaint, or objection with respect thereto.

13. **MISCELLANEOUS:** This IPA constitutes the entire agreement regarding the subject matter herein between Customer and Funder and shall supersede any inconsistent terms set forth in the Vendor Agreement or Order and all prior or contemporaneous oral and written understandings. Funder will have no liability to Customer, or its customers, or any other persons, for indirect, special, or consequential damages, or damages based on strict or absolute tort liability or specific performance arising out of this IPA or concerning any Products. THIS IPA SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY MANNER RELATING TO THIS IPA (A "RELATED ACTION"). EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND/OR OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY RELATED ACTION MAY BE HEARD AND DETERMINED IN ANY SUCH COURTS. All notices, requests, demands, and other communications shall be delivered by fax, electronic mail, or mail to each party at the address as set forth above. Notice is given if sent by email on the business day after being sent, unless the sender receives an automated message that the email has not been delivered. If any term, provision, covenant or restriction of this IPA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this IPA will remain in full force and effect and in no way will be affected, impaired, or invalidated. No term or provision of this IPA may be amended, waived, discharged, or terminated except by a written instrument signed by Funder. The parties hereto agree that, on demand of the other party, each shall execute and deliver any instrument, furnish any information or perform any other act reasonably necessary or convenient to carry out the provisions of this IPA. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each party who opens an account. Funder will ask each party to a financial transaction their name, address, and other information that will allow Funder to identify such party. Funder may also ask to see other documents that substantiate a party's identity. Time is of the essence. This IPA may be executed in one or more counterparts. Facsimile, electronic, and similar signatures and counterparts shall suffice as originals for all purposes, including enforceability. No security interest in this IPA, if it may be perfected by possession under the Uniform Commercial Code—Secured Transactions (Article 9), may be perfected by possession except through the transfer and possession of the original counterpart that bears Funder's original wet ink signature; provided, that if such counterpart contains a facsimile, electronic, and similar signature by Customer, then Funder shall have stamped or marked such counterpart as "Original."

Payment Schedule

Installment Date	Installment Amount
2026/03/10	\$167,193.64
2027/03/10	\$167,193.63
2028/03/10	\$167,193.63

STATE AND LOCAL GOVERNMENT ADDENDUM

CUSTOMER NAME: Lorain, City Of (Inc)
AGREEMENT (IPA) NUMBER: b05eb9c758e9 dated
CUSTOMER ADDRESS: 200 W Erie Ave Ste 714, Lorain, 44052-1606, OH, USA

Addendum to Installment Payment Agreement ("Agreement") listed above and any future supplements/schedules thereto, between the customer named above ("Customer") and Capchase Inc. ("Capchase"), as Secured Party. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Secured Party.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the initial term and each of the renewal terms of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the final renewal term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year, with the final renewal term ending at the end of the contracted term as set forth in the Agreement. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non- Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default. Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non- appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct." Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum." Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document." Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to- month basis under the same terms hereof until the Equipment has been purchased or returned." Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent." Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest." Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows:

“You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. Any provision in the Agreement stating that you shall pay our attorneys’ fees is hereby amended and restated as follows: “In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys’ fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee.” Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or 101.00, the following applies:

Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement. To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest. Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.** The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited. The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Secured party
Authorized Signature

Customer
Authorized Signature

Print Name:

Print Name:

Title:

Title:

Date:

Date: