

**CITY OF LORAIN
BOARD OF CONTROL
AGENDA
MARCH 19, 2026 at 3:00 p.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

- a. A request from the Lorain Water Purification Department for a purchase order in the amount of \$5,693.00 with Veolia WTS Analytical Instruments, Inc. for the annual service contract for preventative maintenance on TOC Analyzer. Funding GL Account 6020.P602.6440.6300.1500 Purification Operations – Contractual Service.

- b. A request from the Lorain Water Purification Department for an emergency purchase order in the amount of \$38,000.00 (\$32,000.00 + \$6,000.00 contingency) with Firelands Electric for the Plant Generator PLC replacement. If the power goes out the current generator will not turn on. The Millwrights would have to manually turn the generator on and operate the switchgear to switch from primary to auxiliary power in the event of a power outage. This creates a major safety risk to plant personnel and public health and safety if not resolved. Funding GL Account 6020.P602.6440.6300.1500 Purification Operations – Contractual Service.

- c. The Black River WWTP requests permission to purchase a 6”X6” Silent Diesel portable pump from Ohio Cat. This unit was initially rented in December 2025 to convey sewage from a collapsed sewer pipe. The pump has remained in continuous use, and we are now entering our third month of rental with no confirmed completion date for the project repairs. Ohio Cat has agreed to credit the first three months of rental costs toward the purchase of this unit. Given the ongoing need, the lack of a defined project completion timeline, and the rental credit being applied, purchasing the pump is the most cost-effective and operationally efficient option. The total purchase price is \$35,000 and will be funded from accounts: 6130.P613.6310.6700.1500 Facility Improvement, and 6130.P613.6460.6300.1500 Contractual Services.

- d. Lorain Fire Department had to make an emergency purchase for a new hot water tank for Central Station. Central Station was without hot water for approximately a week. The tank was purchased from Winsupply of Cleveland. The cost is \$6,904.81 and will be taken from G/L account #1010.S500.6400.2200.

- e. A request from the Department of Public Property, Garage Division, to open a purchase order for necessary vehicle collision damage repairs performed by Autonation for an amount not to exceed \$25,000.00. Funding will be through account 7010.1701.6400.3500.

- f. A request from the Engineering Department to issue a purchase order to Terminal Ready Mix, Inc., in the amount of \$49,850.00 with a contingency of \$4,985.00 for a total amount of \$54,835.00, to perform repairs to the sidewalk and retaining wall adjacent to the Black River Wastewater Treatment Plant. Quotes were requested from 4 companies, with 1 quote received. This work will be funded from account 6160.P616.6300.1500 Contractual Services.

- g. A request from the Engineering Department for approval to enter into an agreement with LJB, Inc. for professional services associated with the preliminary design of the Various High-Visibility Markings & RRFB Systemic Safety Project in an amount not to exceed \$120,894.00. ODOT shall pay 90% of these preliminary design costs. Local match required is 10%, or \$12,089.40. Four (4) firms submitted their qualifications; LJB, Inc. was rated and ranked as the most capable and then provided a cost proposal at our request. The Auditor has confirmed funds are available in fund 4010.C401.6300.2305 - ODOT Projects (PIDs).

- h. A request from the Engineering Department for approval to enter into an agreement with American StructurePoint for professional services associated with LOR-MR4321-0.00 Tower Blvd. Rehabilitation project in an amount not to exceed \$492,046.

- i. A request from the Engineering Department for approval to modify an agreement with QCS A25-045, known as Amendment 1, for additional inspection services associated with PID 120792 LOR-58-25.41 Tower/SR58 Traffic Signal Improvement Project in an amount not to exceed \$43,126.00 for a new total project cost of \$100,758. The City of Lorain shall be responsible for an additional amount not to exceed \$4,312.60 which shall be funded from 4010.C401.6300.2305.

3. **ADJOURNMENT**



CITY OF LORAIN

Board of Control

2. a.

Meeting Date: 03/19/2026

Subject:

A request from the Lorain Water Purification Department for a purchase order in the amount of \$5,693.00 with Veolia WTS Analytical Instruments, Inc. for the annual service contract for preventative maintenance on TOC Analyzer. Funding GL Account 6020.P602.6440.6300.1500 Purification Operations – Contractual Service.

Attachments

BOC - Purification - Annual Service Contract for Preventative Maintenance TOC Analyzer - Veolia WTS Analytical Instruments
Veolia TOC Analyzer Quote



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: 3/12/26
2. Name of Department Submitting Request: Lorain Water Purification Department
3. Summary of Report: A request from the Lorain Water Purification Department for a purchase order in the amount of \$5,693.00 with Veolia WTS Analytical Instruments, Inc. for the annual service contract for preventative maintenance on TOC Analyzer. Funding GL Account 6020.P602.6440.6300.1500 Purification Operations – Contractual Service.
4. Name of Vendor: Veolia WTS Analytical Instruments, Inc.
5. Amount: \$5,693.00
6. Number of account to be used for funding: 6020.P602.6440.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

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

Vendor #1 Veolia WTS Analytical Instruments, Inc - \$5,693.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

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



Veolia WTS Analytical Instruments, Inc
 6060 Spine Road
 Boulder, CO 80301, United States
 T 1 (303) 444-2009

Quotation

LORAIN, CITY OF	Date:	Wednesday, March 11, 2026
Lacy Hepp	Quote Number :	SER-00136769-25-1
LORAIN, OHIO	Payment Terms:	Net 30, Subject to Credit Approval
UNITED STATES	Delivery Terms:	Ex Works, Boulder, CO USA
Phone : (440) 204-2280	Expiration Date:	Wednesday, July 15, 2026
	Currency:	USD

Page 1 of 6

Product Number	Unit Price	Qty	Ext. Price	
1 visit PM / Yearly Consumables / Certified Field Service Engineer on site for Calibration / 10% discount repair parts & labor / Freeing your time for other projects / Hazmat, Shipping & Handling				
One Visit PM SP MUNI/SEMI - M-Series	SER 77031-01	4,940.00	1	4,940.00
<p>This PM service is designed specifically for our Municipal Water, Electronics and Semiconductor customers. Applies to M-Series models. One visit PM includes All Yearly Consumables: reagents, UV lamp(s), resin bed, required calibration and verification standards during the annual on-site Calibration visit. Included travel expenses for Sievers Analytical Instruments personnel. PM customers are entitled to a 10% discount on repair parts and or labor during the PM validity period. This service may require add-on products as needed for instrument configuration.</p>				
Sub-Total USD :			4,940.00	
The ICR PM is necessary & purchased each year. ICR PM ensures ICR health Your TOC includes an ICR, needed for water analysis, ensures accurate analysis by preventing excess CO2, from Calcium & other bicarbonates in water exceeding TOC cal curve.				
Add-On - M5310 C ICR, Open Degasser	SER 77044-01	753.00	1	753.00
<p>This service provides an annual comprehensive maintenance service to assure ICR functionality, accurate analysis and ensures overall ICR health. This product is only sold in conjunction with an analyzer Preventive Maintenance service. If ICR repair service is required during the ICR PM validity period, the associated accessory is entitled to a 10% discount on repair parts and labor.</p>				
Sub-Total USD:			753.00	

Grand Total USD : 5,693.00

*Please refer to SER-00136769-25 on your purchase order and email to nam.fulfillment.sievers@veolia.com
 Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.*

Veolia WTS Analytical Instruments, Inc.

Quotation

LORAIN, CITY OF

Lacy Hepp

LORAIN, OHIO

UNITED STATES

Phone : (440) 204-2280

Date:

Wednesday, March 11, 2026

Quote Number :

SER-00136769-25-1

Payment Terms:

Net 30, Subject to Credit Approval

Delivery Terms:

Ex Works, Boulder, CO USA

Expiration Date:

Wednesday, July 15, 2026

Currency:

USD

Page 2 of 6

Product Number

Unit Price

Qty

Ext. Price

Important Information

Serial Number:

M5310C 1811-3874 Lab/ICR

- PM service invoiced in Full, time of first visit / shipment -

1 visit PM dates: 5/16/26 - 5/15/27

Chargeable upgrade option:

2 visit PM

Repair parts & labor can be billable outside of PM.

TOC in use / working condition.

Field Service Engineer (FSE) scheduling is 6-8 weeks from receipt of PO.

Please submit your PO by 4/16/26 (1 month prior to next shipment date) to avoid service gaps.

PO REQUIREMENTS MUST include ALL items below

-Physical Billing Address

-Hazmat Consumables Shipment Address

-Quote # SER-00115773-24

-Instrument SN# M5310C 1811-3874

Email PO to

Veolia WTS Analytical Instruments, Inc.

6060 Spine Rd, Boulder, CO 80301

1-800-291-6455

All PO's: nam.fulfillment.sievers@veolia.com

Copy renewal PO: tamara.shafer@veolia.com

Serial Number: M5310C 1811-3874 Lab/ICR

Please refer to SER-00136769-25 on your purchase order and email to nam.fulfillment.sievers@veolia.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.

Veolia WTS Analytical Instruments, Inc.

Quotation

LORAIN, CITY OF	Date:	Wednesday, March 11, 2026
Lacy Hepp	Quote Number :	SER-00136769-25-1
LORAIN, OHIO	Payment Terms:	Net 30, Subject to Credit Approval
UNITED STATES	Delivery Terms:	Ex Works, Boulder, CO USA
Phone : (440) 204-2280	Expiration Date:	Wednesday, July 15, 2026
	Currency:	USD

Page 3 of 6

Product Number	Unit Price	Qty	Ext. Price
<p>-1 Visit PM -</p> <p>Due 5/16/26 6 MONTH - SHIPMENT - 500 ppb Ver Std - Customer replaces 300 ml acid, 150 ml oxidizer and lamp - 150 ml oxidizer shipment, customer install @ 9 months</p> <p>Due 11/16/26 ANNUAL PM - ON SITE - 5 ppm Cal Std - FSE replaces 300 ml acid, 150 ml oxidizer, lamp, resin bed and pump tubing - ICR with Open Degasser - ICR PM - 150 ml oxidizer shipment, customer install @ 3 months</p> <p>-----</p> <p>Instrument shipments / scheduling 1st contact: Lacy Hepp 2nd: Juanita Torres</p> <p>Site access is the customer's responsibility. Add 'l requirements: training, testing or fee's to gain on site access can be billable</p> <p>PM benefits:</p> <ul style="list-style-type: none">• Yearly Consumables & Annual Calibration• Optimize your instrument performance & ensure reliable measurements• Regulation compliance via Certified Calibration Certificate• 10% discount on future repair parts & labor• Freeing up your time for other projects <p>Please send in your PO using the following legal entity:</p> <p>Veolia WTS Analytical Instruments, Inc. 6060 Spine Rd Boulder, CO 80301</p>			

Please refer to SER-00136769-25 on your purchase order and email to nam.fulfillment.sievers@veolia.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.

Veolia WTS Analytical Instruments, Inc.

Quotation

LORAIN, CITY OF

Lacy Hepp

LORAIN, OHIO

UNITED STATES

Phone : (440) 204-2280

Date: Wednesday, March 11, 2026

Quote Number : SER-00136769-25-1

Payment Terms: Net 30, Subject to Credit Approval

Delivery Terms: Ex Works, Boulder, CO USA

Expiration Date: Wednesday, July 15, 2026

Currency: USD

Page 4 of 6

Product Number	Unit Price	Qty	Ext. Price
Tamara Shafer, Account Manager/Inside Sales, (303) 709-1681, tamara.shafer@veolia.com			

*Please refer to SER-00136769-25 on your purchase order and email to nam.fulfillment.sievers@veolia.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.*

Veolia WTS Analytical Instruments, Inc.



STANDARD TERMS & CONDITIONS FOR SALE & SERVICE OF INSTRUMENTS

These Terms and Conditions are an integral part of each agreement between a Veolia WTS Analytical Instruments company ("Seller") and its customer ("Purchaser") for the sale of instruments ("Instruments") and any related services ("Services"). Such agreement and these Terms and Conditions are collectively referred to as the "Agreement".

1. **Proposals & quotations.** For avoidance of doubt, Seller may refrain from accepting any purchase order until completion of Seller's due diligence process for a new customer. Moreover, if concerns are identified by Seller during this process, Seller reserves the right, in Seller's sole discretion, to refuse any associated purchase orders pending Seller's resolution of such concerns. Any proposals or price quotations may be modified or withdrawn by Seller at any time prior to acceptance by Purchaser. All prices quoted by Seller are F.O.B. point of origin unless otherwise indicated. Any Services performed by Seller beyond those set forth in its proposal will be charged at Seller's then standard rates, plus expenses.
2. **Warranties.** Seller warrants for a period of twelve months after shipment that Instruments manufactured by Seller will conform in all material respects to any descriptions or specifications included in the Agreement and will be free of defects in materials and workmanship. If the Instruments are installed by Seller, the warranty will be extended to twelve months after the installation date or thirteen months after shipment, whichever occurs earlier. Any performance warranties set forth elsewhere in the Agreement shall be limited to twelve months unless otherwise indicated. Components and materials of the type that need replacement periodically due to normal wear and tear such as valves, reaction chambers, catalysts, and parts whose contact with sample streams renders them unsuitable for further use are warranted against defects only as of the shipment date, unless expressly stated otherwise. Warranties do not apply to damage or wear resulting from accidents, negligence, abuse, or misuse by Purchaser or third parties; from failure to follow Seller's instructions for installation, operation or maintenance; or from alterations or repairs not performed in accordance with Seller's instructions. Seller warrants that any Services will be performed in a good and workmanlike manner. Purchaser shall promptly notify Seller of any warranty claim, and Purchaser's sole remedy shall be (at Seller's election) the repair or replacement of defective Instruments, the correction of deficient Services, or the refund of payments made for such Instruments or Services. If Seller, at its discretion, chooses to repair an Instrument subject to a warranty claim, seller may install or otherwise utilize parts or components that are either new, refurbished, remanufactured, or reconditioned in connection with that repair. Similarly, if Seller chooses to supply Purchaser with a replacement Instrument in response to a warranty claim, the replacement Instrument may contain either new, refurbished, remanufactured, or reconditioned parts or components. Purchaser shall not return Instruments to Seller without Seller's prior permission. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT.
3. **Environmental Health and Safety.** Instruments must be installed to allow safe access and service by Veolia employees per applicable regulatory requirements. Emergency egress, surrounding hazards and ergonomics should be considered, please contact the Veolia Field Service Leader with questions prior to installation.
4. **Payment.** Seller's obligation to ship Instruments shall be subject to approval of all orders by Seller's credit department, and Seller may require full or partial payment in advance. All payment shall be made in full in lawful, free and unblocked U.S. Dollars. Payments not made within agreed upon terms will bear interest at the rate of 1.5 percent per month or, if lower, the maximum lawful rate. If Purchaser disputes any portion of an invoice, it shall notify Seller in writing with specificity and pay the undisputed portion within said 30-day period. Purchaser shall reimburse costs, including reasonable attorneys' fees, incurred by Seller to collect overdue amounts.
5. **Limitation of liability.** The aggregate liability of Seller and its affiliates and employees in connection with the Agreement and all Instruments and Services provided thereunder shall be limited to the amount actually paid by Purchaser to Seller for such Instruments or Services. Seller shall not be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits, loss of use, and claims by third parties.
6. **Export.** If Instruments are to be shipped to a point outside the U.S., Seller's obligation is subject to its ability to obtain, on acceptable terms, any applicable export licenses or permits.
7. **Inspection.** Purchaser or its designated representative shall be given a reasonable opportunity, upon request, to inspect Instruments, at Purchaser's cost, prior to their delivery to the carrier for shipment. Failure to make prompt inspection will be deemed a waiver of Purchaser's right of inspection.
8. **Taxes.** Purchaser shall pay all sales, use and excise taxes, customs duties, and similar taxes and governmental charges now or hereafter imposed on either party based on the sale, shipment or use of Instruments or the provision of Services.
9. **Shipping, title & risk of loss.** Purchaser is responsible for all shipping costs and insurance except as expressly agreed in writing. Purchaser shall give Seller complete shipping instructions, in the absence of which Seller shall be entitled to select the carrier. Title and risk of loss shall pass to



Purchaser upon delivery of Instruments to the carrier for shipment, although Purchaser grants Seller a security interest in all Instruments until Seller is paid in full.

10. **Export Import Regulations.** Purchaser will not, directly or through an intermediary, export any Instruments (including related technology and information) to any country that is subject to embargo or similar restrictions under U.S. Export Regulations (including but not limited to Cuba, Iran, Iraq, Libya and North Korea), or transfer them to a national of any such country or to any other person or company restricted from receiving them, or put them to a prohibited end use, or transfer them with knowledge or reason to believe that they are intended for a prohibited destination, recipient or use. If Purchaser exports Instruments from the U.S., then Purchaser assumes the sole responsibility to confirm that the technical regulations and standards for the importation of such Instruments into the applicable country of import are met.
11. **Force majeure.** Seller will not be responsible for any delays, damages or failures to perform due to circumstances beyond its reasonable control, including those caused by Purchaser. Seller's time for performance shall be extended by a period of time commensurate with the amount of delay caused by such circumstances.
12. **Patents.** Seller shall hold Purchaser harmless against any claims by third parties that Instruments manufactured by Seller infringe U.S. patents, provided that Purchaser gives Seller prompt notice of such claim, full authority to defend against such claim, and whatever assistance Seller reasonably requests. The foregoing obligation does not apply to claims related to Instruments based on designs and/or specifications provided by Purchaser, Purchaser's alteration of Instruments, Purchaser's use of Instruments for a purpose not intended by Seller, or Purchaser's use of Instruments in combination with goods not manufactured by Seller, in which cases Purchaser shall hold Seller harmless against any claims of patent infringement made against Seller. If Purchaser's use of the Instruments is enjoined, Seller within a reasonable period of time shall (at Seller's election) obtain rights for Purchaser's continued use of the Instruments, modify the Instruments so they are non-infringing, replace the Instruments with non-infringing Instruments, or refund the then fair market value of the Instruments (before taking into account the alleged infringement) upon return of the Instruments to Seller. Seller shall have no liability with respect to patents outside the U.S.
13. **Documents.** All documents furnished by Seller in connection with Instruments shall remain the property of Seller, and Purchaser warrants that they will not be used or disclosed except to enable Purchaser's installation, operation and maintenance of Instruments.
14. **Complete agreement.** These Terms and Conditions, together with any other contract documents signed by both parties (other than any terms on Purchaser's order that are inconsistent with these Terms and Conditions), constitute the entire agreement between the parties. The Agreement may be modified or amended only by a writing signed by an authorized representative of the party against which enforcement is being sought.
15. **Miscellaneous.** The Agreement is governed by the laws of The State of Colorado, U.S.A.



CITY OF LORAIN

Board of Control

2. b.

Meeting Date: 03/19/2026

Subject:

A request from the Lorain Water Purification Department for an emergency purchase order in the amount of \$38,000.00 (\$32,000.00 + \$6,000.00 contingency) with Firelands Electric for the Plant Generator PLC replacement. If the power goes out the current generator will not turn on. The Millwrights would have to manually turn the generator on and operate the switchgear to switch from primary to auxiliary power in the event of a power outage. This creates a major safety risk to plant personnel and public health and safety if not resolved. Funding GL Account 6020.P602.6440.6300.1500 Purification Operations – Contractual Service.

Attachments

BOC - Purification - Emerg PLC Generator Replacement - Firelands Electric
Firelands Electric quote



BOARD OF CONTROL REQUEST FORM

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(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: 3/11/26
2. Name of Department Submitting Request: Lorain Water Purification Department
3. Summary of Report: A request from the Lorain Water Purification Department for an emergency purchase order in the amount of \$38,000.00 (\$32,000.00 + \$6,000.00 contingency) with Firelands Electric for the Plant Generator PLC replacement. If the power goes out the current generator will not turn on. The Millwrights would have to manually turn the generator on and operate the switchgear to switch from primary to auxiliary power in the event of a power outage. This creates a major safety risk to plant personnel and public health and safety if not resolved. Funding GL Account 6020.P602.6440.6300.1500 Purification Operations – Contractual Service.
4. Name of Vendor: Firelands Electric
5. Amount: \$38,000.00 (\$32,000 + \$6,000 contingency)
6. Number of account to be used for funding: 6020.P602.6440.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes / **No**

State Purchasing Vendor - Yes / **No**

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

Vendor #1 Firelands Electric - \$32,000 + \$6,000 contingency = \$38,000.00

Vendor #2 Wiring Unlimited – contacted via e-mail – No Response

Vendor #3 Bay Mechanical – Online form completed – No Response

Vendor #4 _____

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

FIRELANDS ELECTRIC, INC.

Lorain Office

Industrial • Commercial • Service

Ohio Lic.# 46694

7495 Industrial Parkway, Lorain, Ohio 44053

Phone: 440-989-8200

Fax: 440-989-8202

City of Lorain
1106 W, 1st St
Lorain, OH 44052

March 10, 2026

Attn: Avery Brown,

RE: EMERGENCY POWER PLC BUDGET - Proposal
EST# 3126-03102026

Firelands Electric is pleased to have the opportunity to provide a budgetary quote for the above referenced project. Firelands Electric will furnish all supervision, labor, and material to provide a complete electrical installation in conformance with the National Electrical Code as listed below in the amount of:

PLC REPLACEMENT – SIXTEEN THOUSAND AND 00/100 DOLLARS.....	\$16,000.00
CONTROL WIRE REPLACEMENT - TWELVE THOUSAND AND 00/100 DOLLARS.....	\$12,000.00
4160 GEAR TROUBLESHOOT - FOUR THOUSAND AND 00/100 DOLLARS.....	\$4,000.00
TOTAL BUDGET – THIRTY TWO THOUSAND AND 00/100 DOLLARS.....	\$32,000.00

Clarifications:

- Per site review and old PLC control drawings.
- We will furnish and install new PLC controller, programming and up to 2 days of commission time.
- We will replace #14 control wires with #12 control wires if needed.
- We will furnish (1) 4160-volt breaker technician for troubleshooting gear if needed.
- Provisions for unforeseen circumstances are not included. We will notify the site supervisor for corrective action.
- Performing all tasks during regular 40-hour workweek.
- Ohio sales tax is not included.
- Electrical Permit, Fire Alarm Permit and Performance Bond are not included.
- 1-Year Warranty on parts and labor.
- **We do not include any work associated with generator.**
- **We do not include furnishing or installing any equipment found in 4160-volt gear or breakers.**

If you have any questions or require further information, please contact me at your earliest convenience.

Sincerely,

Firelands Electric

Mark Okes

Operations Manager

O: (440) 989-8200 / F: (440) 989-8202 / M: (440)567-2332

E: mokes@firelandselectric.com

SANDUSKY: 2721 Columbus Avenue, Sandusky, Ohio 44870 Phone 419-626-4908 Fax: 419-626-4937

CORPORATE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688



CITY OF LORAIN

Board of Control

2. c.

Meeting Date: 03/19/2026

Subject:

The Black River WWTP requests permission to purchase a 6"X6" Silent Diesel portable pump from Ohio Cat. This unit was initially rented in December 2025 to convey sewage from a collapsed sewer pipe. The pump has remained in continuous use, and we are now entering our third month of rental with no confirmed completion date for the project repairs. Ohio Cat has agreed to credit the first three months of rental costs toward the purchase of this unit. Given the ongoing need, the lack of a defined project completion timeline, and the rental credit being applied, purchasing the pump is the most cost-effective and operationally efficient option. The total purchase price is \$35,000 and will be funded from accounts: 6130.P613.6310.6700.1500 Facility Improvement, and 6130.P613.6460.6300.1500 Contractual Services.

Attachments

BOC - BRWWTP - Silent Diesel Portable Pump - Ohio Cat

Ohio Cat - Silent Diesel Portable Pump



BOARD OF CONTROL REQUEST FORM

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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:** March 17, 2026
- 2. **Name of Department Submitting Request:** Utilities Black River WWTP
- 3. **Summary of Report:** The Black River WWTP requests permission to purchase a 6”X6” Silent Diesel portable pump from Ohio Cat. This unit was initially rented in December 2025 to convey Sewage from a collapsed sewer pipe. The pump has remained in continuous use, and we are now Entering our third month of rental with no confirmed completion date for the project repairs. Ohio Cat has agreed to credit the first three months of rental costs toward the purchase of this unit. Given the ongoing need, the lack of a defined project completion timeline, and the rental credit being applied, purchasing the pump is the most cost-effective and operationally efficient option. The total purchase price is \$35,000 and will be funded from accounts: 6130.P613.6310.6700.1500 Facility Improvement, and 6130.P613.6460.6300.1500 Contractual Services.

4. **Name of Vendor:** Ohio Cat

5. **Amount:** Thirty-Five Thousand Dollars and ⁰⁰/₁₀₀ \$35,000.⁰⁰

6. **Number of account to be used for funding:** 6300.P613. 6310. 6700.1500. & 6300.P613.6460.6300.1500

7. **VENDOR DETAIL**

Sole Source Vendor - Yes

State Purchasing Vendor - NO

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

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

RENTAL AGREEMENT (with option to purchase)

Cadiz 800.837.6204
 Canton 800.837.6207
 Cincinnati 888.332.4658
 Cleveland 800.837.6200

Columbus 888.441.4658
 Dayton 888.330.4658
 Richwood 888.446.4658

Toledo 888.339.4658
 Youngstown 888.837.6203
 Zanesville 800.837.6205

Date:	2/3/2026
Customer No.	3096459
Agreement No.	
Salesperson No.	

Does customer have an open Ohio CAT account? Yes No

Bill To:	Name	City of Lorain Utilities		Ship To:	
	Address	1106 First Street			
	City, State, Zip	Lorain, Ohio, 44052			
	Customer PO. No.				
Customer Sales Contact/Phone No.	Alex Berki		County	Lorain	
E-mail Address	ALEX.BERKI@CITYOFLORAIN.ORG				

Insurance Info: Certificate on File Cust to Provide Cert. Insurance Company: _____
 Phone _____ Insurance Value \$ _____

Quantity	ID Number	Model	Serial Number	PWC	CIC
1	WR85415	6"X6" SILENT DIESEL	1677240	\$35,000	
		Gorman-Rupp Pump			

Rental Start Date Transportation: Freight Collect Cust Pickup

Warranty:	
PURCHASE PRICE	RENTAL AGREEMENT
Option Purchase Price <input type="text" value="\$35,000.00"/>	Rental Rate <input type="text" value="\$2,700"/> per month

Paid Rental to Apply to Purchase:
 100% for months 1-3
 80% for months 4-6
 50% for months 7 & up

ALL OVERTIME (ADDITIONAL USE) HOURS WILL BE CHARGED AT AN HOURLY RATE EQUAL TO THE MONTHLY RATE DIVIDED BY 176*. UNLESS MODIFIED BY WRITTEN AGREEMENT BETWEEN OHIO CAT AND THE RENTAL CUSTOMER. (*Please refer to explanation of hours on page 2)

Terms:

- All rentals are subject to credit approval, and rental payments are due in advance.
- Closeout payment will be provided at end of rental period
- Customer is responsible for insurance, sales tax, and non-warranty repairs
- Customer (Lessee) is responsible for all freight including assembly and disassembly as required.
- Customer (Lessee) and/or operator hereby warrants that they are familiar with the safe operation and use of the piece of equipment herein noted.
- Cleaning charges will apply if machine is returned excessively dirty.
- Customer is responsible for fuel, lubricants, and daily maintenance. All leaks, changes in performance/operation, unusual noises, or conditions indicating or relating to potential failure must be reported to Ohio Cat immediately. The machine must be shut down immediately if the problem is
- The Customer (Lessee) agrees to be bound by the open account and security agreement for Ohio CAT.
- The Customer (Lessee) will be charged for damages to equipment caused by negligence, abuse, accident, or failure to maintain proper fluid levels. The Customer (Lessee) will also be charged for excessive undercarriage and tire wear.
- Customer is responsible for all liability in connection with use of machine.
- Rental Agreement is terminated upon receipt of the equipment at an Ohio CAT dealership facility.
- The equipment must be returned full of fuel or a charge of **\$6.00** per gallon will be added to your final invoice.
- All regular scheduled maintenance will be performed by Ohio CAT. If customer decides to convert to sale, these charges will be added to the closeout price
- The Lessee agrees to hold Ohio CAT harmless for claims and delays related to the use, suitability and application of the aforementioned piece of rental equipment. Please consult the Caterpillar Performance handbook for all machine specifications, capabilities and performance data.

REQUIRED ACCEPTANCE AND METHOD OF MODIFICATION: THIS AGREEMENT MUST BE ACCEPTED BY THE SIGNING OF THIS AGREEMENT AND INITIALING MODIFICATIONS, IF ANY, BY AN OFFICER OF OHIO CAT OR BY THE SALES OR RENTAL MANAGER, WHO SHALL BE THE ONLY AGENTS AUTHORIZED TO DO SO, BEFORE IT SHALL BE BINDING ON OHIO CAT. NO PRESENT NOR SUBSEQUENT MODIFICATIONS OF THIS PURCHASE ORDER SHALL BE EFFECTIVE UNLESS WRITTEN HEREON OR CONTAINED IN A SEPARATE WRITING ACCEPTED AS REQUIRED HEREIN. **OTHER STATEMENTS OR ACTION BY SALESMEN OR OTHERS SHALL NOT BE VALID UNLESS AND UNTIL SO WRITTEN AND ACCEPTED AS REQUIRED.** THE DEBTOR, LESSEE, EXPRESSLY AUTHORIZES THE SECURED PARTY, LESSOR, TO PREPARE, SIGN AND FILE A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE WITHOUT THE SIGNATURE OF THE DEBTOR, AND THE DEBTOR HEREBY WAIVES ANY RIGHT THAT HIS SIGNATURE HERETO SHALL BE REQUIRED.

LESSEE: _____ Ohio Cat: _____

Signature: _____ Date: _____ Date: _____

(print name) _____



CITY OF LORAIN

Board of Control

2. d.

Meeting Date: 03/19/2026

Subject:

Lorain Fire Department had to make an emergency purchase for a new hot water tank for Central Station. Central Station was without hot water for approximately a week. The tank was purchased from Winsupply of Cleveland. The cost is \$6,904.81 and will be taken from G/L account #1010.S500.6400.2200.

Attachments

LFD Hot Water Tank- Winsupply of Cleveland
BOC Request form



4547 Hinckley Ind Pkwy, Ste A
Cleveland, OH 44109-6018

Call 216-741-1929
Fax 216-741-2838

Email demaichrye@winsupply.com



637797-01

PACKING LIST

Order Number: 637797-01

Order Date: 03/11/2026

Requested Date: 03/12/2026

SOLD TO: CREDIT CARD SALES 4547 HINCKLEY INDUSTRIAL PKWY CLEVELAND, OH 44109-6014 Customer Number 000400 (216)741-1929	SHIP TO: LORAIN FIRE DEPARTMENT 1350 BROADWAY LORAIN, OH 44052-3412 Customer Number 000400 (216)741-1929
--	--

DELIVERY INSTRUCTIONS: JOBSITE THURS 3/12 - CHRIS 440-204-2223
--

TOTAL WEIGHT: 2.100 lbs

SALES DETAIL:						
DATE SHIPPED	WRITTEN BY	JOB NAME	CUSTOMER PO	FREIGHT ON BOARD	PRIMARY SALESPERSON	
03/12/2026	MKNOVAK	LORAIN FIRE DEPT	LORAIN FIRE DEPT	ORIGIN	DANIEL MAICHRYE	
PRINTED BY	FILLED BY	PLACED BY	SHIP VIA	PAYMENT TERMS	SECONDARY SALESPERSON	
CSUTTON		CHRIS	OUR TRUCK-JOBSITE	CREDIT CARD SALE NET TERMS	MICHELLE NOVAK	

ITEM # / CUSTOMER PART # / DESCRIPTION	UOM	ON HOLD	ORDERED	SHIPPED	ON B/O	PRICE	TOTAL
1.0 165708480 BTR197 COMM NGAS WATER HEATER AO SMITH *** Serial Number is Required ***	EA		1	1		\$6894.8100	\$6894.81

PAYMENT HISTORY						
DATE	TYPE	CARD NUMBER	EXPIRATION	REFERENCE NUMBER	AUTHORIZATION NUMBER	AMOUNT
03/11/26	VISA	*****1449	**** <i>Chris FD</i>	W00031615971	087357	\$6904.81

ORDER SUMMARY						
	Local Tax	0.000%	\$0.00		Subtotal	\$6894.81
	State Tax	0.000%	\$0.00		Tax + Freight	\$10.00
	Freight		\$10.00		Order Total	\$6904.81
					Total Paid	\$6904.81
					Remaining Balance	\$0.00

PROUDLY SERVING NORTHEAST OHIO SINCE 1921

Boxes	Bags	Skids	HEATER	TOILET/TANK	BULK ITEM

Terms & Conditions: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

PRINT

SIGN

DATE



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: 3/17/26
2. Name of Department Submitting Request: Fire
3. Summary of Report:
A request from the Lorain Fire Department to make an emergency purchase of a Hot water tank from Winsupply of Cleveland for Central Station. Central Station was without hot water for approximately a week.
4. Name of Vendor: Winsupply of Cleveland
5. Amount: \$6904.81
6. Number of account to be used for funding: 1010.S500.6400.2200

7. VENDOR DETAIL

Sole Source Vendor - Yes / No

State Purchasing Vendor - Yes / No

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

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

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



CITY OF LORAIN

Board of Control

2. e.

Meeting Date: 03/19/2026

Subject:

A request from the Department of Public Property, Garage Division, to open a purchase order for necessary vehicle collision damage repairs performed by Autonation for an amount not to exceed \$25,000.00. Funding will be through account 7010.1701.6400.3500.

Attachments

BOC form



**BOARD OF CONTROL
REQUEST FORM**

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

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

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

1. Request Date: 3/13/26

2. Name of Department Submitting Request: Public Property

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

4. Amount: \$25,000.00

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

6. VENDOR DETAIL Autonation

Sole Source Vendor - no State Purchasing Vendor - no

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

Vendor #1 Autonation \$25,000.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

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

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

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



CITY OF LORAIN

Board of Control

2. f.

Meeting Date: 03/19/2026

Subject:

A request from the Engineering Department to issue a purchase order to Terminal Ready Mix, Inc., in the amount of \$49,850.00 with a contingency of \$4,985.00 for a total amount of \$54,835.00, to perform repairs to the sidewalk and retaining wall adjacent to the Black River Wastewater Treatment Plant. Quotes were requested from 4 companies, with 1 quote received. This work will be funded from account 6160.P616.6300.1500 Contractual Services.

Attachments

BOC Agenda Form - Terminal - Retaining Wall

Terminal_Quote



TERMINAL READY-MIX, INC.

Quality & service since 1954

524 Colorado Avenue, Lorain, Ohio 44052 Phone (440) 288 1717 Fax (440) 288 3142 www.terminalreadymix.com

To:	City of Lorain	Contact:	Kate Golden
Address:	200 West Erie Avenue Lorain, OH 44052	Phone:	(440) 204-2003
		Fax:	(440) 204-2522
Project Name:	Lorain Engineering Dept - Lorain Harbor Boat Club repairs - 2026	Bid Number:	
Project Location:	108 Alabama Avenue, Lorain, OH	Bid Date:	3/3/2026

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

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Fence removal and erect temporary fence panels. <ul style="list-style-type: none"> The existing chain link fence and posts will be removed and disposed of. The existing chain link needs to be removed in order to saw cut for the removal, as well as chip for the deteriorated concrete. Once removed, there are many poles that are no longer embedded. Therefore, re-installing the existing chain link will not be possible. Erect 300 LF of 6' high temporary fence panels, as per diagram. Panels bases will be weighted. Sections can be converted to gates for access and locked with chain and padlock (provided by City). Includes 6 months of rental. 	1.00	LS	\$5,100.00	\$5,100.00
2	8-inch concrete sidewalk replacement <ul style="list-style-type: none"> Saw cut perimeter of removal areas Remove and dispose of existing 8-inch thick rebar-reinforced concrete sidewalk. Compact existing subbase and install up to 3" stone to grade, if necessary. Formwork. Drill and anchor to adjacent concrete w/ epoxy hook bolts 30" o/c. Pour 8-inch thick plain concrete using 4,000 psi air-entrained concrete with 1.5 lbs fiber mesh reinforcing. Apply Euclid Chemical Diamond Clear sealer. Remove formwork. Saw cut joints. 	730.00	SF	\$25.25	\$18,432.50
3	Low strength mortar to fill voids <ul style="list-style-type: none"> Up to 10 CY of LSM100 and labor to place in voids, if any, discovered after removal of 8-inch sidewalk. 	10.00	CY	\$210.00	\$2,100.00
4	Concrete patching <ul style="list-style-type: none"> Use air powered impact tools to perform demolition of actively failing concrete areas. Use gas powered saws to cut excess rebar. Use air powered sand blaster to remove excess corrosion from remaining rebar. Collect and dispose of concrete and steel debris. Apply Euclid Chemical Duralprep A.C. bonding agent and anti-corrosion coating to all surfaces. Apply Euclid Chemical Eucorepair V100 low-shrinkage fiber-reinforced, polymer modified vertical repair mortar to restore areas to original surface. Apply Euclid Chemical Diamond Clear VOX curing compound to all repairs. 	1.00	LS	\$24,217.50	\$24,217.50

Total Bid Price: \$49,850.00


Notes:

- Sidewalk removal areas are field-marked in white paint and numbered 1-8.
- Concrete patching areas are field-marked in orange paint and lettered A-M.



To: City of Lorain	Contact: Kate Golden
Address: 200 West Erie Avenue Lorain, OH 44052	Phone: (440) 204-2003 Fax: (440) 204-2522
Project Name: Lorain Engineering Dept - Lorain Harbor Boat Club repairs - 2026	Bid Number:
Project Location: 108 Alabama Avenue, Lorain, OH	Bid Date: 3/3/2026

Photos are attached.

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



Lorain Engineering - Lorain Harbor Boat Club - patch A



Lorain Engineering - Lorain Harbor Boat Club - patch B



Lorain Engineering - Lorain Harbor Boat Club - patch C



Lorain Engineering - Lorain Harbor Boat Club - patch D



Lorain Engineering - Lorain Harbor Boat Club - patch E



Lorain Engineering - Lorain Harbor Boat Club - patch F



Lorain Engineering - Lorain Harbor Boat Club - patch G



Lorain Engineering - Lorain Harbor Boat Club - patch H



Lorain Engineering - Lorain Harbor Boat Club - patch I



Lorain Engineering - Lorain Harbor Boat Club - patch J



Lorain Engineering - Lorain Harbor Boat Club - patch K



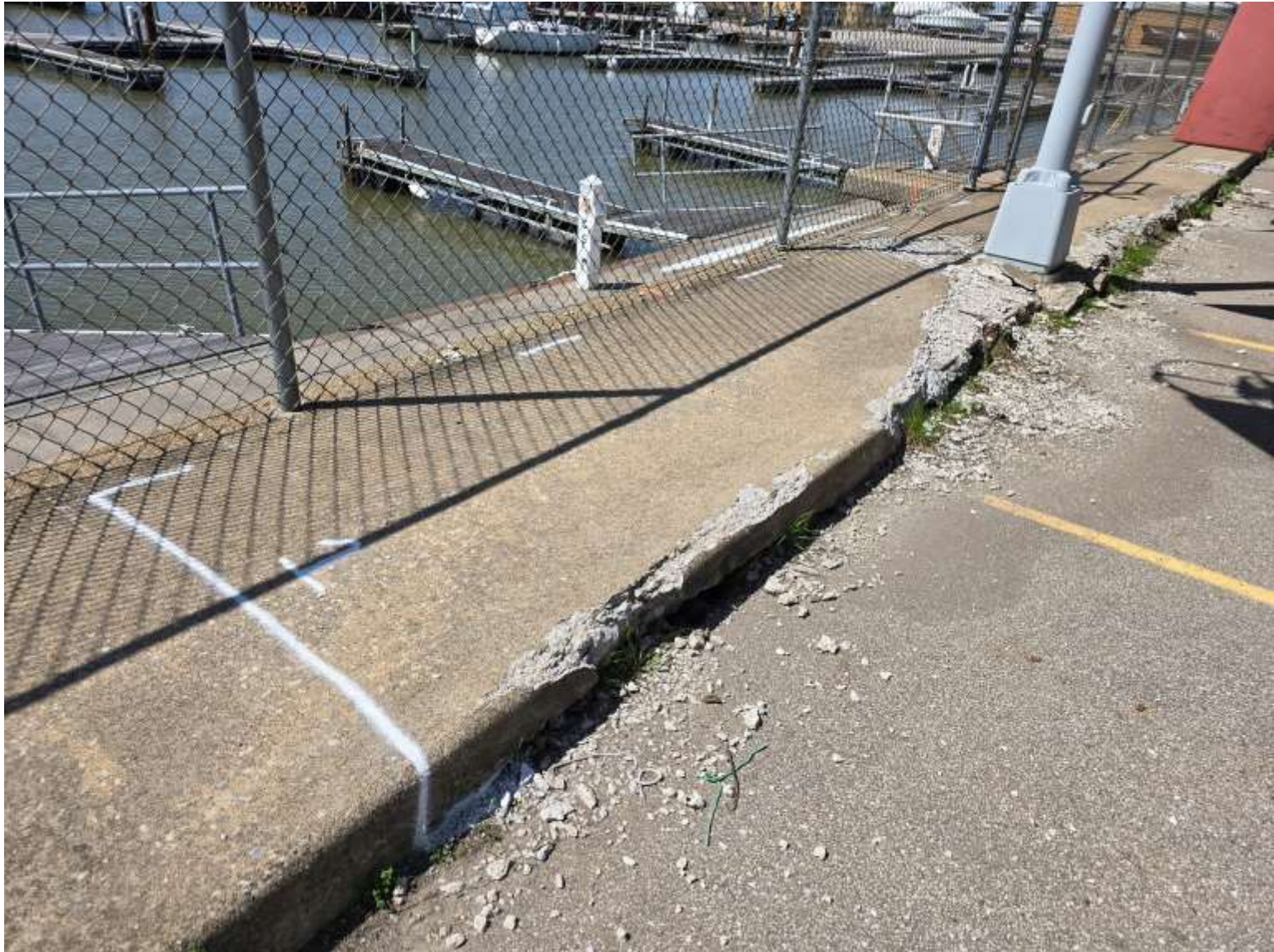
Lorain Engineering - Lorain Harbor Boat Club - patch L



Lorain Engineering - Lorain Harbor Boat Club - patch L-2



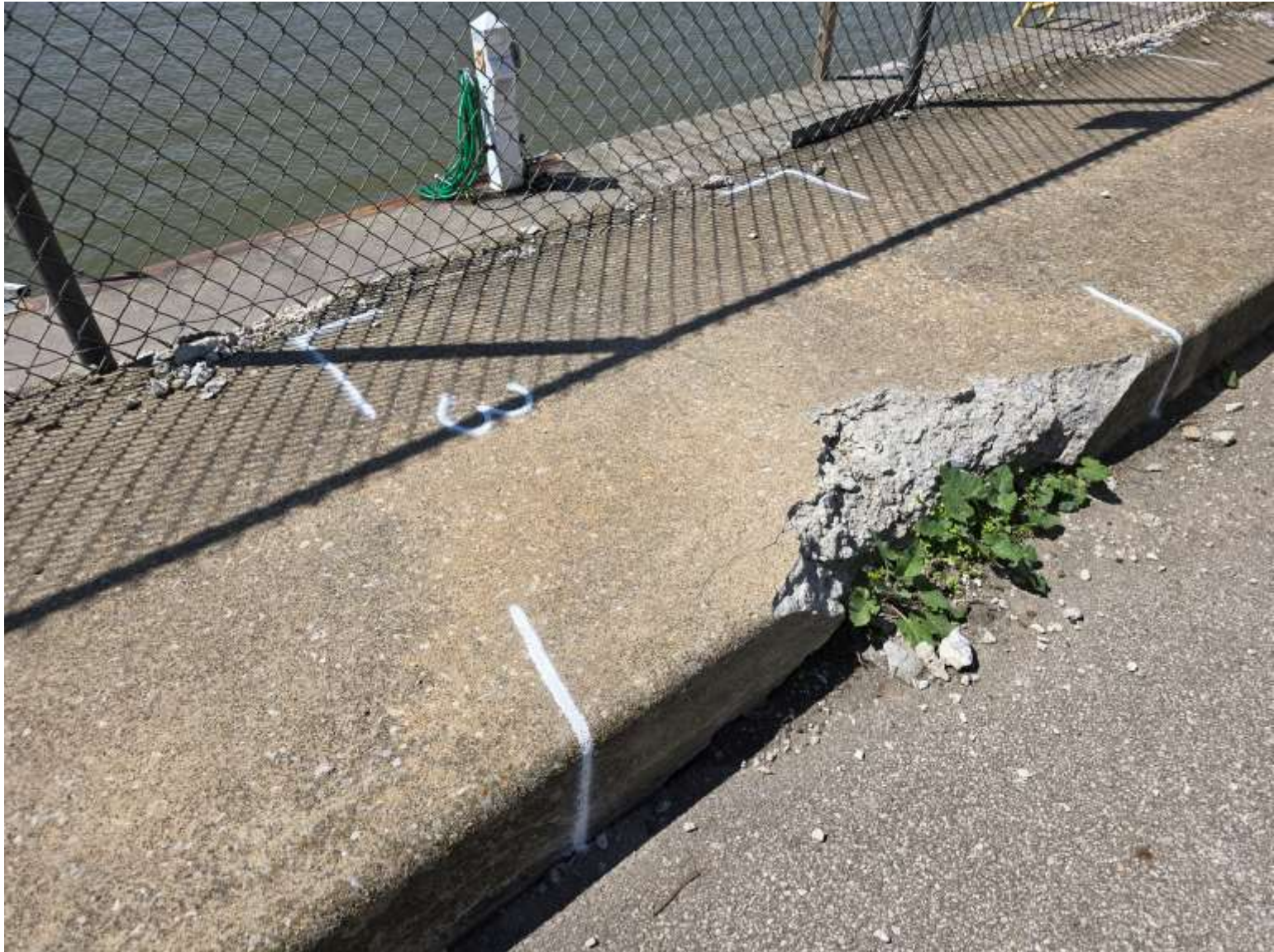
Lorain Engineering - Lorain Harbor Boat Club - patch M



Lorain Engineering - Lorain Harbor Boat Club - replace 1



Lorain Engineering - Lorain Harbor Boat Club - replace 2



Lorain Engineering - Lorain Harbor Boat Club - replace 3



Lorain Engineering - Lorain Harbor Boat Club - replace 4



Lorain Engineering - Lorain Harbor Boat Club - replace 5



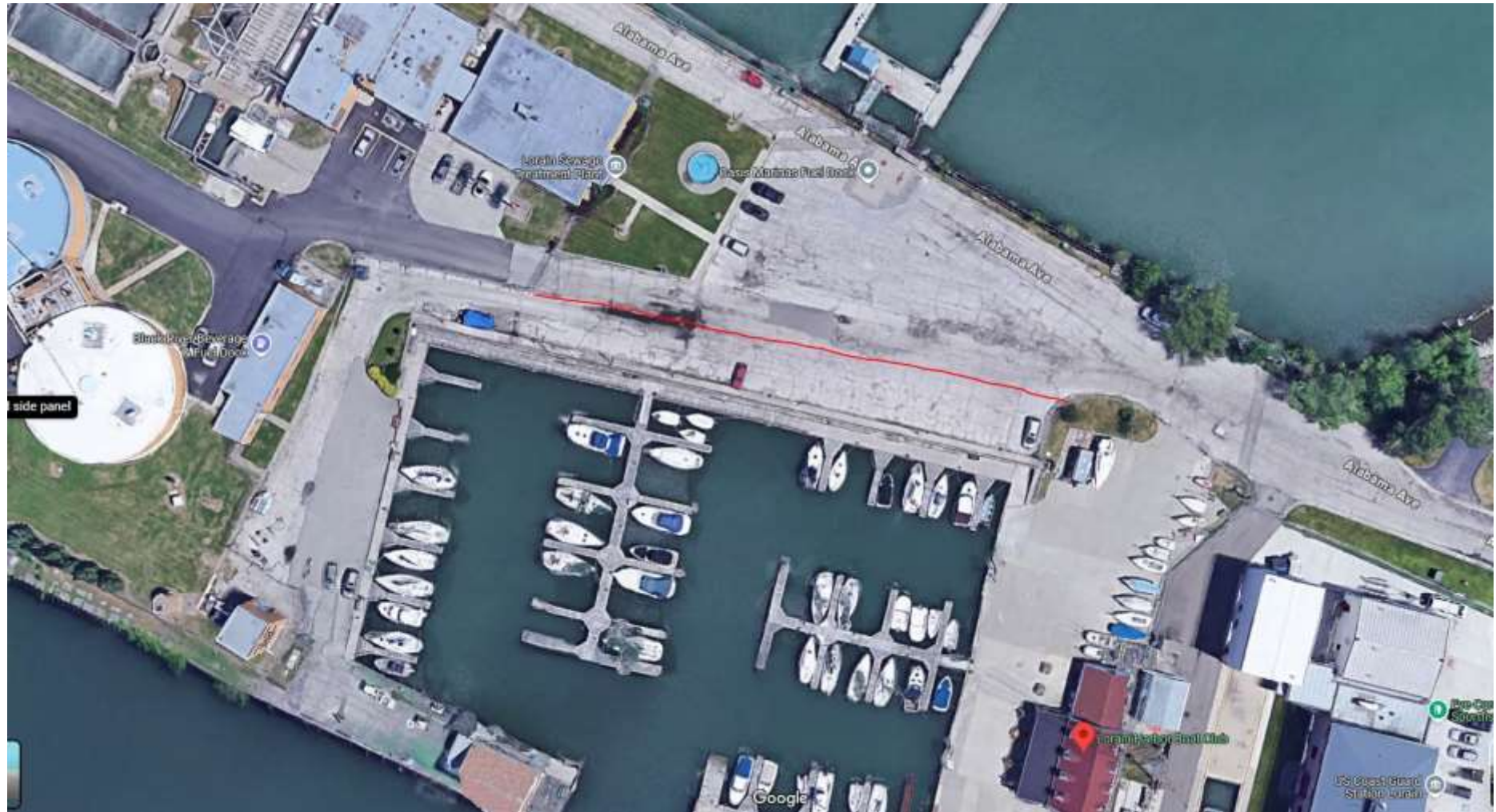
Lorain Engineering - Lorain Harbor Boat Club - replace 6



Lorain Engineering - Lorain Harbor Boat Club - replace 7



Lorain Engineering - Lorain Harbor Boat Club - replace 8



Lorain Engineering - Lorain Harbor Boat Club - temp fencing



CITY OF LORAIN

Board of Control

2. g.

Meeting Date: 03/19/2026

Subject:

A request from the Engineering Department for approval to enter into an agreement with LJB, Inc. for professional services associated with the preliminary design of the Various High-Visibility Markings & RRFB Systemic Safety Project in an amount not to exceed \$120,894.00. ODOT shall pay 90% of these preliminary design costs. Local match required is 10%, or \$12,089.40. Four (4) firms submitted their qualifications; LJB, Inc. was rated and ranked as the most capable and then provided a cost proposal at our request. The Auditor has confirmed funds are available in fund 4010.C401.6300.2305 - ODOT Projects (PIDs).

Attachments

Request Form - Var Hi-Viz Markings & RRFB Professional Design Services Agreement
Draft Professional Services Agreement - Var Hi-Viz Markings & RRFB
Ordinance - Var Hi-Viz Markings & RRFB Professional Design Services



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:

3/18/2026

2. Name of Department Submitting Request:

Engineering

3. Summary of Report:

A request from the Engineering Department for approval to enter into an agreement with LJB, Inc. for professional services associated with the preliminary design of the Various High-Visibility Markings & RRFB Systemic Safety Project in an amount not to exceed \$120,894.00. ODOT shall pay 90% of these preliminary design costs. Local match required is 10%, or \$12,089.40. Four (4) firms submitted their qualifications; LJB, Inc. was rated and ranked as the most capable and then provided a cost proposal at our request.

4. Name of Vendor:

LJB, Inc.

5. Amount:

\$12,089.40

6. Number of account to be used for funding:

4010.C401.6300.2305 - ODOT Projects (PIDs)

7. VENDOR DETAIL

Sole Source Vendor - No

State Purchasing Vendor - No



**BOARD OF CONTROL
REQUEST FORM**

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 LJB, Inc. in the amount of \$120,894.00

Vendor #2 DGL Consulting Engineers, LLC

Vendor #3 K.E. McCartney & Associates, Inc

Vendor #4 Compass Infrastructure Group

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

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

10. If necessary, has City Council approved and when?
Yes: 003-25 1/06/2025 (ODOT Highway Safety Improvement Program Application Ordinance)
Yes: 100-25 7/21/2025 (ODOT Award & Agreement Ordinance)
3/16/2026 (Professional Services for Design Ordinance)

**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:

LJB, Inc.
6150 Oak Tree Blvd, Suite 420
Independence, Ohio 44131

The Project is:

**Various High-Visibility Markings &
RRFB Systemic Safety (PID 124448)
Professional Design Engineering 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 LJB, Inc. (“Vendor”). The City of Lorain and Vendor agree as set forth below:

WHEREAS, it is necessary to perform professional services for the Various High-Visibility Markings & RRFB Systemic Safety (PID 124448) Professional Design Engineering Services 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 LJB, 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 Various High-Visibility Markings & RRFB Systemic Safety (PID 124448) Professional Design Engineering Services 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 TWELVE THOUSAND EIGHTY NINE AND 40/100 dollars (\$12,089.40). 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 reproducibles 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:

LJB, INC.

BY: _____

(Title): _____

Approved as to Form:

Patrick D. Riley
Law Director
City of Lorain, Ohio

EXHIBIT A & B

February 27, 2026

Gwen Frey, EI
City of Lorain Engineering Department
200 West Erie Avenue
Lorain, Ohio 44052

Re: Cost Proposal for LOR-VAR High Visibility Markings (PID 124448)

Dear Ms. Frey:

Thank you for your selection on the LOR-VAR High Visibility Markings project and the opportunity to submit our cost proposal. We are looking forward to partnering with the City of Lorain to improve pedestrian safety throughout the city. Our understanding of the project comes from phone conversations with yourself and Veronica Newsome, previous work on the D3/D12 Pedestrian Safety Project (PID 117537), and our development of the proposal for selection.

A total of 19 sites are included the scope, with improvements high visibility crosswalk markings, a rectangular rapid flashing beacon (RRFB) crossing, and Pedestrian Hybrid Beacon (PHB) signal. New curb ramps will be constructed at the intersections with the RRFB and PHB.

Included is the following information:

- LJB Proposal Cost Summary
- LJB Proposed Hours
- LJB Non-Labor Direct Cost Summary
- Proposed Overhead and Cost of Money Rates
- Scope of Services Narrative

If you have any questions or require additional information, please contact me at (216) 303-6055 or Tflask@ljbinc.com. We look forward to working with you to achieve successful completion of this project.

Sincerely,

LJB Inc.



Tom Flask, PE, PTOE, RSP
Project Manager



Cynthia E. Yerkey, PE, RSP2I
Transportation Operations Lead



C-R-S		LOR-VAR High Visibility Marking		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Engineering											
Agreement No.				State Average Overhead Rate		160.84%						
Modification No.				Consultant Overhead Rate:		199.62%						
PID No.	124448			Cost of Money:		0.79%						
Proposal Date	2/27/2026			Net Fee Percentage:		11%						
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total	
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost	
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3 - AER Design												
2.3.A - Field Survey and Aerial Mapping												
2.3.A.A - Project Control, Benchmarks, and Reference Points												
2.3.A.A.1 - Field Review for Concept Plans												
			\$74.71	12	\$897	\$1,790	\$7	\$50	\$0	\$257	\$3,001	
2.3.A.A.2 - Type "B" Monument Specified												
			\$55.76	60	\$3,346	\$6,679	\$26	\$752	\$0	\$960	\$11,763	
2.3.A.B - Monumentation Recovery; Records Research; and												
2.3.A.B.1 - Records Research Including Deeds and Easements												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.B.2 - Existing Centerline and R/W Field Survey												
			\$52.51	52	\$2,731	\$5,451	\$22	\$0	\$0	\$784	\$8,987	
2.3.A.B.3 - Boundary Lines/Easements Field Survey												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.B.4 - Establish Boundary Lines, Tax ID & Ownerships on base map												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.C - Base Mapping												
2.3.A.C.1 - No additional R/W expected to be acquired												
			\$74.71	16	\$1,195	\$2,386	\$9	\$0	\$0	\$343	\$3,934	
2.3.A.C.2 - Additional R/W expected to be required												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.G - Property Owner Notification												
			\$55.24	14	\$773	\$1,544	\$6	\$0	\$0	\$222	\$2,545	
2.3.G - Utilities												
2.3.G.A - Utility Coordination and Documentation												
			\$46.33	12	\$556	\$1,110	\$4	\$0	\$0	\$160	\$1,830	
2.3.G.B - Subsurface Utility Engineering												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 2.3 - AER Design					166	\$9,498	\$18,959	\$75	\$803	\$0	\$2,725	\$32,060
Total - 2 Preliminary Engineering Phase					166	\$9,498	\$18,959	\$75	\$803	\$0	\$2,725	\$32,060

3 - Environmental Engineering Phase											
3.3 - Stage2											
3.3.A - Roadway											
3.3.A.A - Title Sheet and Notes			\$43.97	90	\$3,958	\$7,900	\$31	\$0	\$0	\$1,136	\$13,025
3.3.C - Traffic Control											
3.3.C.1 - Oak Point Rd & Park Square Dr / Buck Horn Blvd			\$46.86	6	\$281	\$561	\$2	\$0	\$0	\$81	\$925
3.3.C.2 - Kolbe Rd & Jaeger Rd			\$46.86	6	\$281	\$561	\$2	\$0	\$1	\$81	\$926
3.3.C.3 - Meijer (store) & Leavitt Rd (SR58)			\$46.86	6	\$281	\$561	\$2	\$0	\$2	\$81	\$927
3.3.C.4 - Leavitt Rd (SR 58) & Tower Blvd			\$46.86	6	\$281	\$561	\$2	\$0	\$3	\$81	\$928
3.3.C.5 - Oberlin Ave & Meister Rd			\$46.86	6	\$281	\$561	\$2	\$0	\$4	\$81	\$929
3.3.C.6 - Oberlin Ave & West 26th St			\$46.86	6	\$281	\$561	\$2	\$0	\$5	\$81	\$930
3.3.C.7 - S Broadway & Cooper Foster Rd			\$46.86	6	\$281	\$561	\$2	\$0	\$6	\$81	\$931
3.3.C.8 - Broadway & 39th St			\$46.86	6	\$281	\$561	\$2	\$0	\$7	\$81	\$932
3.3.C.9 - Broadway & 33rd St			\$46.86	6	\$281	\$561	\$2	\$0	\$8	\$81	\$933
3.3.C.10 - Broadway & 30th St			\$46.86	6	\$281	\$561	\$2	\$0	\$9	\$81	\$934
3.3.C.11 - Broadway & 28th St (SR57)			\$46.86	6	\$281	\$561	\$2	\$0	\$10	\$81	\$935
3.3.C.12 - Broadway (SR 57) & 21st St (SR611)			\$46.86	6	\$281	\$561	\$2	\$0	\$11	\$81	\$936
3.3.C.13 - Broadway (SR 57) & West Erie Ave (SR 6)			\$46.86	6	\$281	\$561	\$2	\$0	\$12	\$81	\$937
3.3.C.14 - Elyria Ave & 28th St (SR57)			\$46.86	6	\$281	\$561	\$2	\$0	\$13	\$81	\$938
3.3.C.15 - East 31st St & Grove Ave (SR 57)			\$46.86	6	\$281	\$561	\$2	\$0	\$14	\$81	\$939
3.3.C.16 - Colorado Ave (SR 611) & Root Rd			\$46.86	6	\$281	\$561	\$2	\$0	\$15	\$81	\$940
3.3.C.17 - East 28th St (SR 57)& Fulton Rd			\$46.86	6	\$281	\$561	\$2	\$0	\$16	\$81	\$941
3.3.C.18 - Grove Ave (SR57) and East 33rd			\$54.39	32	\$1,741	\$3,475	\$14	\$0	\$17	\$499	\$5,745
3.3.C.19 - Pearl Ave and East 31st			\$59.36	76	\$4,511	\$9,005	\$36	\$0	\$18	\$1,294	\$14,864
3.3.J - Utilities											
3.3.J.A - Utility Coordination and Documentation			\$43.86	36	\$1,579	\$3,152	\$12	\$0	\$0	\$453	\$5,197
3.3.J.B - Water Works Plan			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.J.C - Water Works Details & Notes			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3.J.D - Sanitary Sewer Plans			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.3 - Stage2				336	\$16,568	\$33,073	\$131	\$0	\$171	\$4,754	\$54,697
3.9 - Project Management for Environmental Engineering Phase											
3.9.A - Meetings			\$65.29	9	\$588	\$1,173	\$5	\$50	\$0	\$169	\$1,984
3.9.B - General Oversight			\$74.71	24	\$1,793	\$3,579	\$14	\$0	\$0	\$514	\$5,901
3.9.C - Project Set Up			\$74.71	2	\$149	\$298	\$1	\$0	\$0	\$43	\$492
3.9.D - Not Used			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase				35	\$2,530	\$5,050	\$20	\$50	\$0	\$726	\$8,377
Total - 3 Environmental Engineering Phase				371	\$19,098	\$38,124	\$151	\$50	\$171	\$5,480	\$63,074

4 - Final Engineering and RW Phase										
4.1 - Right of Way Acquisition										
4.1.A - Right of Way Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.1 - Right of Way Acquisition		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone										
4.3.A - Roadway/Interchange Costs	\$47.99	86	\$4,127	\$8,239	\$33	\$0	\$0	\$1,184	\$13,583	
4.3.B - Right of Way	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.3.C - Structures Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.3.D - Utility Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		86	\$4,127	\$8,239	\$33	\$0	\$0	\$1,184	\$13,583	
4.4 - Final Plan Package										
4.4.A - Submission of Final Tracings and Documentation	\$45.11	22	\$992	\$1,981	\$8	\$0	\$0	\$285	\$3,266	
4.4.B - Utility 4(A) Note	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.4 - Final Plan Package		22	\$992	\$1,981	\$8	\$0	\$0	\$285	\$3,266	
4.5 - Project Management for Final Engineering and Right of Way Phase										
4.5.A - Meetings	\$65.29	6	\$392	\$782	\$3	\$0	\$0	\$112	\$1,289	
4.5.B - General Oversight	\$74.71	15	\$1,121	\$2,237	\$9	\$0	\$0	\$322	\$3,688	
4.5.C - Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.5.D - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		21	\$1,512	\$3,019	\$12	\$0	\$0	\$434	\$4,977	
4.6 - Pre-Bid Activities										
4.6.A - Pre-Bid Questions	\$74.71	16	\$1,195	\$2,386	\$9	\$0	\$0	\$343	\$3,934	
TOTAL 4.6 - Pre-Bid Activities		16	\$1,195	\$2,386	\$9	\$0	\$0	\$343	\$3,934	
TOTAL - Final Engineering Phase		145	\$7,827	\$15,625	\$62	\$0	\$0	\$2,246	\$25,760	
TOTAL AUTHORIZED PARTS		\$0.00	682	\$36,423	\$72,708	\$288	\$853	\$171	\$10,451	\$120,894

C-R-S		LOR-VAR High Visibility Markings		PROPOSAL LABOR SUMMARY					Version: Sept 2021	
Consultant:	LJB Engineering									
Agreement No.										
Modification No.										
PID No.	124448									
Proposal Date	2/27/2026									
		No. of Units	Prof. VII	Prof. V	Prof. III	Prof. I	Designer V	Survey Technician	Total	
Task Description			\$74.71	\$58.56	\$46.44	\$37.86	\$54.77	\$46.12	Hours	Cost
AUTHORIZED TASKS:										
2 - Preliminary Engineering Phase										
2.3 - AER Design										
2.3.A - Field Survey and Aerial Mapping										
2.3.A.A - Project Control, Benchmarks, and Reference Points										
2.3.A.A.1 - Field Review for Concept Plans										
2.3.A.A.2 - Type "B" Monument Specified										
		4 Total	8		12		40		60	\$3,346
2.3.A.B - Monumentation Recovery; Records Research; and										
2.3.A.B.1 - Records Research Including Deeds and Easements										
									0	\$0
2.3.A.B.2 - Existing Centerline and R/W Field Survey										
			8				12	32	52	\$2,731
2.3.A.B.3 - Boundary Lines/Easements Field Survey										
									0	\$0
2.3.A.B.4 - Establish Boundary Lines, Tax ID & Ownerships on base map										
									0	\$0
2.3.A.C - Base Mapping										
2.3.A.C.1 - No additional R/W expected to be acquired										
			16						16	\$1,195
2.3.A.C.2 - Additional R/W expected to be required										
									0	\$0
2.3.A.G - Property Owner Notification										
			2		4		8		14	\$773
2.3.G - Utilities										
2.3.G.A - Utility Coordination and Documentation										
					8			4	12	\$556
2.3.G.B - Subsurface Utility Engineering										
									0	\$0
		TOTAL 2.3 - AER Design	46	0	24	0	60	36	166	\$9,498
		Total - 2 Preliminary Engineering Phase	46	0	24	0	60	36	166	\$9,498

3 - Environmental Engineering Phase									
3.3 - Stage2									
3.3.A - Roadway									
3.3.A.A - Title Sheet and Notes			10	40	40			90	\$3,958
3.3.C - Traffic Control									
3.3.C.1 - Oak Point Rd & Park Square Dr / Buck Horn Blvd	1			2	3			6	\$281
3.3.C.2 - Kolbe Rd & Jaeger Rd	1			2	3			6	\$281
3.3.C.3 - Meijer (store) & Leavitt Rd (SR58)	1			2	3			6	\$281
3.3.C.4 - Leavitt Rd (SR 58) & Tower Blvd	1			2	3			6	\$281
3.3.C.5 - Oberlin Ave & Meister Rd	1			2	3			6	\$281
3.3.C.6 - Oberlin Ave & West 26th St	1			2	3			6	\$281
3.3.C.7 - S Broadway & Cooper Foster Rd	1			2	3			6	\$281
3.3.C.8 - Broadway & 39th St	1			2	3			6	\$281
3.3.C.9 - Broadway & 33rd St	1			2	3			6	\$281
3.3.C.10 - Broadway & 30th St	1			2	3			6	\$281
3.3.C.11 - Broadway & 28th St (SR57)	1			2	3			6	\$281
3.3.C.12 - Broadway (SR 57) & 21st St (SR611)	1			2	3			6	\$281
3.3.C.13 - Broadway (SR 57) & West Erie Ave (SR 6)	1			2	3			6	\$281
3.3.C.14 - Elyria Ave & 28th St (SR57)	1			2	3			6	\$281
3.3.C.15 - East 31st St & Grove Ave (SR 57)	1			2	3			6	\$281
3.3.C.16 - Colorado Ave (SR 611) & Root Rd	1			2	3			6	\$281
3.3.C.17 - East 28th St (SR 57)& Fulton Rd	1			2	3			6	\$281
3.3.C.18 - Grove Ave (SR57) and East 33rd	8	8		8	8			32	\$1,741
3.3.C.19 - Pearl Ave and East 31st	20	40		8	8			76	\$4,511
3.3.J - Utilities									
3.3.J.A - Utility Coordination and Documentation	4			8	24			36	\$1,579
3.3.J.B - Water Works Plan								0	\$0
3.3.J.C - Water Works Details & Notes								0	\$0
3.3.J.D - Sanitary Sewer Plans								0	\$0
TOTAL 3.3 - Stage2									
	49	58		98	131	0	0	336	\$16,568
3.9 - Project Management for Environmental Engineering Phase									
3.9.A - Meetings	3	6		3				9	\$588
3.9.B - General Oversight	4	24						24	\$1,793
3.9.C - Project Set Up		2						2	\$149
3.9.D - Not Used								0	\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase									
	32	0		3	0	0	0	35	\$2,530
Total - 3 Environmental Engineering Phase									
	81	58		101	131	0	0	371	\$19,098

4 - Final Engineering and R/W Phase										
4.1 - Right of Way Acquisition										
4.1.A - Right of Way Acquisition									0	\$0
TOTAL 4.1 - Right of Way Acquisition		0	0	0	0	0	0	0	0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone										
4.3.A - Roadway/Interchange Costs		10	16	20	40				86	\$4,127
4.3.B - Right of Way									0	\$0
4.3.C - Structures Costs									0	\$0
4.3.D - Utility Costs									0	\$0
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		10	16	20	40	0	0		86	\$4,127
4.4 - Final Plan Package										
4.4.A - Submission of Final Tracings and Documentation		2		10	10				22	\$992
4.4.B - Utility 4(A) Note									0	\$0
4.4 - Final Plan Package		2	0	10	10	0	0		22	\$992
4.5 - Project Management for Final Engineering and Right of Way Phase										
4.5.A - Meetings	2	4		2					6	\$392
4.5.B - General Oversight	5	15							15	\$1,121
4.5.C - Project Set Up									0	\$0
4.5.D - Not Used									0	\$0
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		19	0	2	0	0	0		21	\$1,512
4.6 - Pre-Bid Activities										
4.6.A - Pre-Bid Questions		16							16	\$1,195
TOTAL 4.6 - Pre-Bid Activities		16	0	0	0	0	0		16	\$1,195
TOTAL - Final Engineering Phase		47	16	32	50	0	0		145	\$7,827
TOTAL AUTHORIZED PARTS		174	74	157	181	60	36		682	\$36,423

C-R-S	LOR-VAR High Visibility Marking	DIRECT COSTS									Version: Sept 2021
Consultant:	LJB Engineering										
Agreement No.											
Modification No.											
PID No.	124448										
Proposal Date	2/27/2026										
		mileage	monuments	hotel	meals	Direct Cost 5	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
Task Description	Unit Cost:	\$0.72	\$20.00	\$110.00	\$25.00						
AUTHORIZED TASKS:											
2 - Preliminary Engineering Phase											
2.3 - AER Design											
2.3.A - Field Survey and Aerial Mapping											
2.3.A.A - Project Control, Benchmarks, and Reference Points											
2.3.A.A.1 - Field Review for Concept Plans		70									\$50.40
2.3.A.A.2 - Type "B" Monument Specified		420	4	2	6						\$752.40
2.3.A.B - Monumentation Recovery; Records Research; and											
2.3.A.B.1 - Records Research Including Deeds and Easements											\$0.00
2.3.A.B.2 - Existing Centerline and R/W Field Survey											\$0.00
2.3.A.B.3 - Boundary Lines/Easements Field Survey											\$0.00
2.3.A.B.4 - Establish Boundary Lines, Tax ID & Ownerships on base map											\$0.00
2.3.A.C - Base Mapping											
2.3.A.C.1 - No additional R/W expected to be acquired											\$0.00
2.3.A.C.2 - Additional R/W expected to be required											\$0.00
2.3.A.G - Property Owner Notification											\$0.00
2.3.G - Utilities											
2.3.G.A - Utility Coordination and Documentation											\$0.00
2.3.G.B - Subsurface Utility Engineering											\$0.00
TOTAL 2.3 - AER Design		490	4	2	6	0	0	0	0	0	\$802.80
Total - 2 Preliminary Engineering Phase		490	4	2	6	0	0	0	0	0	\$802.80

3 - Environmental Engineering Phase

3.3 - Stage2

3.3.A - Roadway

3.3.A.A - Title Sheet and Notes \$0.00

3.3.C - Traffic Control

3.3.C.1 - Oak Point Rd & Park Square Dr / Buck Horn Blvd \$0.00
 3.3.C.2 - Kolbe Rd & Jaeger Rd \$0.00
 3.3.C.3 - Meijer (store) & Leavitt Rd (SR58) \$0.00
 3.3.C.4 - Leavitt Rd (SR 58) & Tower Blvd \$0.00
 3.3.C.5 - Oberlin Ave & Meister Rd \$0.00
 3.3.C.6 - Oberlin Ave & West 26th St \$0.00
 3.3.C.7 - S Broadway & Cooper Foster Rd \$0.00
 3.3.C.8 - Broadway & 39th St \$0.00
 3.3.C.9 - Broadway & 33rd St \$0.00
 3.3.C.10 - Broadway & 30th St \$0.00
 3.3.C.11 - Broadway & 28th St (SR57) \$0.00
 3.3.C.12 - Broadway (SR 57) & 21st St (SR611) \$0.00
 3.3.C.13 - Broadway (SR 57) & West Erie Ave (SR 6) \$0.00
 3.3.C.14 - Elyria Ave & 28th St (SR57) \$0.00
 3.3.C.15 - East 31st St & Grove Ave (SR 57) \$0.00
 3.3.C.16 - Colorado Ave (SR 611) & Root Rd \$0.00
 3.3.C.17 - East 28th St (SR 57) & Fulton Rd \$0.00
 3.3.C.18 - Grove Ave (SR57) and East 33rd \$0.00
 3.3.C.19 - Pearl Ave and East 31st \$0.00

3.3.J - Utilities

3.3.J.A - Utility Coordination and Documentation \$0.00
 3.3.J.B - Water Works Plan \$0.00
 3.3.J.C - Water Works Details & Notes \$0.00
 3.3.J.D - Sanitary Sewer Plans \$0.00

TOTAL 3.3 - Stage2 0 0 0 0 0 0 0 0 0 0 0 \$0.00

3.9 - Project Management for Environmental Engineering Phase

3.9.A - Meetings 70 \$50.40
 3.9.B - General Oversight \$0.00
 3.9.C - Project Set Up \$0.00
 3.9.D - Not Used \$0.00

TOTAL 3.9 - Project Management for Environmental Engineering Phase 70 0 0 0 0 0 0 0 0 0 \$50.40

Total - 3 Environmental Engineering Phase 70 0 0 0 0 0 0 0 0 0 \$50.40

4 - Final Engineering and R/W Phase											
4.1 - Right of Way Acquisition											
4.1.A - Right of Way Acquisition											\$0.00
TOTAL 4.1 - Right of Way Acquisition	0	0	0	0	0	0	0	0	0	0	\$0.00
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway/Interchange Costs											\$0.00
4.3.B - Right of Way											\$0.00
4.3.C - Structures Costs											\$0.00
4.3.D - Utility Costs											\$0.00
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	0	0	0	0	0	0	0	0	0	0	\$0.00
4.4 - Final Plan Package											
4.4.A - Submission of Final Tracings and Documentation											\$0.00
4.4.B - Utility 4(A) Note											\$0.00
4.4 - Final Plan Package	0	0	0	0	0	0	0	0	0	0	\$0.00
4.5 - Project Management for Final Engineering and Right of Way Phase											
4.5.A - Meetings											\$0.00
4.5.B - General Oversight											\$0.00
4.5.C - Project Set Up											\$0.00
4.5.D - Not Used											\$0.00
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	0	0	0	0	0	0	0	0	0	0	\$0.00
4.6 - Pre-Bid Activities											
4.6.A - Pre-Bid Questions											\$0.00
TOTAL 4.6 - Pre-Bid Activities	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL - Final Engineering Phase	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL AUTHORIZED PARTS	560	4	2	6	0	0	0	0	0	0	\$853.20



CONSULTANT INDIRECT COST RATE
APPROVAL CERTIFICATE NO.: 09102025-SPG-03

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	LJB INC
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2024
Effective Date (Approval Date):	09/10/2025

APPROVAL TYPE:

This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. This approval does not constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

CONCLUSION: The following rates were accepted as submitted:


Home Office Indirect Cost Rate:	199.62%
Field Office Indirect Cost Rate:	118.24%
Facilities Capital Cost of Money Rate:	0.79%

OVERTIME PREMIUM: Based on the information submitted by your company:


- 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.

NOTE: The approved rates apply to billings and cost proposals, for either prime or subconsultant work, on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT, and the rates apply to direct labor costs incurred during the effective period, beginning on the approval date shown above. 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 your 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



Scope of Services

We have developed this detailed scope of services narrative including project understanding, deliverables, exclusions, assumptions, and project constraints. This document is based on the information known at the date of preparation and may be modified to reflect additional data received throughout the project development process, if required.

This proposal includes tasks from the Preliminary Engineering Phase through Final Engineering Phase.

Civil Engineering

LJB will perform the design tasks and plan preparation to provide the safety countermeasures and improvements as follows:

NUMBER	LOCATION	SCOPE OF WORK
1	Oak Point Rd & Park Square Dr / Buck Horn Blvd	High visibility crosswalk markings
2	Kolbe Rd & Jaeger Rd	High visibility crosswalk markings
3	Meijer (store) & Leavitt Rd (SR58)	High visibility crosswalk markings
4	Leavitt Rd (SR 58) & Tower Blvd	High visibility crosswalk markings
5	Oberlin Ave & Meister Rd	High visibility crosswalk markings
6	Oberlin Ave & West 26th St	High visibility crosswalk markings
7	S Broadway & Cooper Foster Rd	High visibility crosswalk markings
8	Broadway & 39th St	High visibility crosswalk markings
9	Broadway & 33rd St	High visibility crosswalk markings
10	Broadway & 30th St	High visibility crosswalk markings
11	Broadway & 28th St (SR57)	High visibility crosswalk markings
12	Broadway (SR 57) & 21st St (SR611)	High visibility crosswalk markings
13	Broadway (SR 57) & W Erie Ave (US 6)	High visibility crosswalk markings
14	Elyria Ave & 28th St (SR57)	High visibility crosswalk markings
15	East 31st St & Grove Ave (SR 57)	High visibility crosswalk markings
16	Colorado Ave (SR 611) & Root Rd	High visibility crosswalk markings
17	East 28th St (SR 57)& Fulton Rd	High visibility crosswalk markings
18	Grove Ave (SR57) and East 33rd	High visibility crosswalk markings Pedestrian Hybrid Beacon New curb ramps
19	Pearl Ave and East 31st	High visibility crosswalk markings Rectangular Rapid Flashing Beacon New curb ramps

The construction plan formats described in the March 18, 2020 Inaugural PSIP Project Development Approach Meeting Minutes document (see Appendix A) will be used for this project:

- High visibility markings only = Simplified Plans or Notes (17 locations)
- Curb ramps, RRFBs, or PHBs = Detailed Plans (2 locations)

The Diagrammatic plan format is not anticipated to be used on this project. Detailed plans will label critical locations with northing & easting coordinates and elevations.

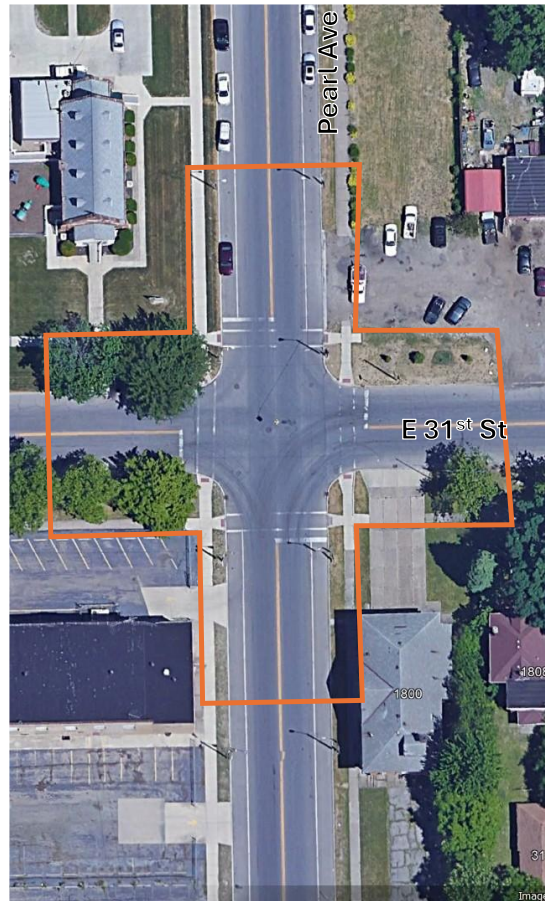
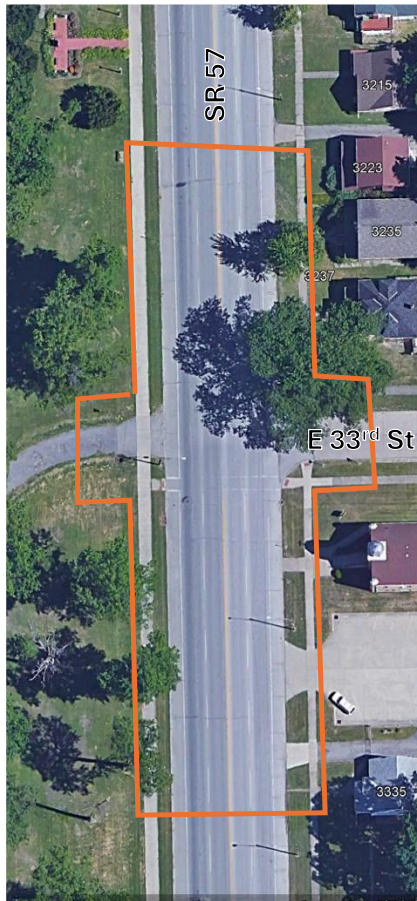
- **3.3.A.A Title Sheet and Notes** – Title sheet and notes sheets are expected to include:
 - 1 title sheet will be developed
 - 1 schematic plan (map of Lorain with project intersections labeled)
 - 3 general notes sheets
 - 2 MOT notes sheets
 - 3 traffic control notes
 - 2 traffic signal notes
- **3.3.C.1 through 3.3.C.19** – The complexity and detail for locations will vary based on the scope of work at the intersection, according to this scope and the PSIP Project Development Approach Meeting Minutes in Appendix A.
- **3.3.J.A Utility Coordination and Documentation** – LJB will coordinate with known utilities at each design submittal, requesting feedback on the improvements and information on future utility projects.
- **4.3.A. Roadway Costs** – The quantities will be compiled into subsummaries and general summary sheets. A construction cost estimate will be generated and provided in EST and PDF formats.
- **4.4.A Submission of Final Tracings and Documentation** – Final plans will be submitted in PDF and CADD file formats. Submission of a printed plan set is not anticipated.

Environmental

The NEPA document will be developed by ODOT District 3. LJB does not anticipate any tasks in the NEPA process beyond providing information at ODOT's request. Due to the limited impact of the project to the public, LJB does not anticipate attending, presenting at, or developing exhibits for public meetings.

Surveying

Field surveying to support the Detailed plan format is anticipated and is included in the manhour estimates. All plan formats will be designed and referenced on state plane grid coordinates. Centerlines of construction will not be created or referenced on any plans. A single existing conditions survey basemap will be created for the project. Field surveying and basemapping is anticipated within the limits shown on the following Survey Limits Maps:



- **2.3.A.A.1 Field Survey and Aerial Mapping:** Perform desktop review of each project location and identify details/quadrants with improvements for field survey. An engineer will perform field visits to the Detailed locations to develop conceptual markups of improvements to share at the Conceptual Review Meeting.
- **2.3.A.A.2 Project Control, Benchmarks, and Reference Points** – Two Type “B” Monuments will be set for horizontal and vertical control at each Detailed survey location. These will be identified in the plans for project control.
- **2.3.A.B.2 Existing Centerline and R/W** – Existing Right-of-way lines will be established for each Detailed site.
- **2.3.A.C.1 Base Mapping** –
 - **Detailed Sites:** General parameters of the basemapping will include locating specific topographic features within the survey limits obtaining horizontal and vertical information, including utilities.. LJB will prepare a survey using OHDOTCEv02 standards. LJB will locate traffic control features horizontally and vertically as appropriate and obtain digital photographs of all signs and traffic signal appurtenances so that all information on the sign and signal installation is viewable. Electronic file delivery will follow OHDOTCEv02 standards.
 - **Simplified Sites:** LJB will acquire aerial imagery at intersections where Ohio

Geographically Referenced Information Program (OGRIP) aeriels are out-of-date and plan sheets are anticipated to be necessary.

- **2.3.A.G - Property Owner Notification** – LJB will coordinate with the City of Lorain on the mailing list for the property notification letters (PNL) and prepare a letter template based on ODOT’s template for the City’s approval. PNLs are only anticipated for properties adjacent to the Detailed sites.
- **2.3.G.A Utility Coordination and Documentation**– LJB will contact OUPS for each Detailed site and coordinate with utility providers to obtain field marking of locations along with design (plan) information to be included in the base mapping.

Project Management

- **3.9.A Meetings** –A total of 3 meetings are anticipated during the Environmental Engineering phase:
 - **Kickoff Meeting:** LJB will meet with the City of Lorain, ODOT District 3, and other stakeholders as recommended by the City to discuss expectations, schedule, preferences, and potential risks. The level of detail for sites where only markings are desired will also be confirmed. This meeting is anticipated to be in-person.
 - **Conceptual Review Meeting:** Following the field review described in 2.3.A, LJB will present conceptual drawings of the Detailed sites to the City of Lorain and ODOT District 3 to discuss comments, evaluate constructability, and confirm that the initial concepts are consistent with ODOT standards for ADA and PROWAG. This meeting is anticipated to be virtual.
 - **Preliminary Submittal Review Meeting:** Following agency review of the Preliminary Submittal (similar to Combined Stage 1-2 plans), LJB will meet with the reviewing agencies to discuss comments. This meeting is anticipated to be virtual.
- **3.9.B General Oversight** – LJB will execute its Project Management Plan. LJB’s project manager will direct project activities in terms of budget and work planning, schedule and staff assignments. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The phase duration is anticipated at 4 months.
- **4.5.A Meetings** –A total of 2 meetings are anticipated during the Final Engineering and R/W phase:
 - **Revised Plans Review Meeting:** Following agency review of the Revised Plan Set (similar to Stage 3), LJB will meet with the reviewing agencies to discuss comments. This meeting is anticipated to be virtual.
 - **Prebid Questions Meeting:** One meeting will be held during the bid period to discuss prebid questions. This meeting is anticipated to be virtual.
- **4.5.B General Oversight** – LJB will execute its Project Management Plan for the Final Engineering and R/W phase. LJB’s project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for these phases of the ODOT PDP. Project management processes that will be implemented include

initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The duration of this phase is anticipated at 5 months.

- **4.6.A Pre-Bid Activities** – A moderate number of Pre-bid questions are anticipated due to the large number of locations. LJB has included time to address questions.

Assumptions and Exclusions

The following assumptions and exclusions apply to this proposal:

- ODOT District 3 will complete the NEPA document and the associated environmental studies and coordination.
- No proposed right-of-way will be required for the improvements.
- No centerlines of construction will be established. All annotations will be northing and easting from State Plan Grid Coordinates unless nominal offset dimensions from stable topography is used.
- Curb ramp design is not required at any locations except Locations 18 and 19.
- Geotechnical information will be provided by others. Soil information will be needed to verify foundation design for the PHB mast arm supports.
- Ongoing services during construction will be limited to responding to questions and clarifications on design plans. LJB will not provide construction inspection services.
- The following items are excluded from the scope of services:
 - Cost of permits
 - Subsurface utility location
 - Right-of-way plans
 - Detailed MOT schematic plans

Schedule

The following shows the anticipated schedule based on the RFP and achieving the ELLIS date for Sale. Note that ELLIS shows some early deadlines in the past so adjustments were made to show LJB's recommended schedule.

MILESTONE	DATE
Notice to Proceed	March 20, 2026
Kickoff Meeting	March 27, 2026
Field Review	April 1, 2026
Conceptual Review Meeting	April 15, 2026
Field Survey Complete	April 30, 2026
Preliminary Plan Submission	July 1, 2026
NEPA Document Approval (by ODOT)	July 15, 2026
Comments Received	August 1, 2026
Revised Plans Submission	October 6, 2026
Comments Received	November 6, 2026
Final Plan Submission	November 20, 2026
Local PS&E Package to District	December 1, 2026

Appendix A

March 18, 2020 Inaugural PSIP Project Development Approach Meeting Minutes



MEETING MINUTES

PSIP Project Development Approach

Date: March 18, 2020

Time: 3 PM

Leader: Andy Shahan

Location: Conf Call

Attendees: Jeremy Thompson, Michelle May, Dave Holstein, Tim Hill, Tom Pannett, Eric Kahlig, Erica Schneider, Kevin Davis, Chase Wells, Larry Sack, Susan Daniels, Drew Gilmore

Purpose: Reach consensus for approach to project development within PSIP

Action items	Who by	Due by	Completed
Prepare Environmental Documentation Summary	Susan Daniels	ASAP	Included in this meeting summary
Prepare Design and Construction Plan Development Summary	Andy Shahan	ASAP	Included in this meeting summary
Coordinate recommended approaches with ODOT Central Office and Districts	Jeremy Thompson	ASAP	

WELCOME AND PURPOSE

Andy Shahan initiated the meeting identifying that the reason for this teleconference is to discuss challenges we're facing in getting the PSIP ready to let construction projects in December 2020/January 2021. The PSIP team met with all six District Safety Coordinators on March 10 to discuss expectations for the next phase of program and specific project development. The Districts offered commentary on different approaches to environmental documentation, design detail, and construction plan development. The primary takeaway from that meeting was that the PSIP team needed to further evaluate streamlining project delivery within the PSIP.

Andy indicated that two desired outcomes for this meeting are reaching consensus that a consistent approach to this program across all Districts is preferred and that streamlining the project development process within the PSIP helps us deploy countermeasures in each of the 8 cities quickly.

Michelle May stated that the intent of the program is to quickly implement countermeasures to address increasing pedestrian serious injury/fatality crashes statewide. She indicated that successful implementation of this pilot phase would support identifying another \$10M for the program's second phase and that the funding for the program is 100% federal.

CHALLENGE FOR PSIP

The pilot phase of the PSIP is targeted toward pedestrian safety in the 8 largest cities in Ohio including Columbus, Cleveland, Cincinnati, Dayton, Akron, Toledo, Youngstown, and Canton. Consensus was reached among the Districts that there will be one project construction PID per District. Each District only has one city except for District 4 which has three cities. District 4 may elect to design all three as separate Parts (by city) but sell them as one project. Design for the PSIP will be assigned to task order

consultants (LJB team). Conversations between the PSIP team and individual Districts revealed a reluctance to streamline project development.

Environmental Documentation: Tim Hill questioned if the program team knew the countermeasures and locations. The PSIP team pointed the teleconference participants to the agenda packet with spreadsheets showing countermeasures and locations anticipated for funding.

Susan Daniels proposed a programmatic approach to preparing a C2 for each city/District with a program table outlining locations with additional screenings. This would streamline the document preparation, fieldwork, and desktop reviews required for specific resource screenings at targeted locations.

OES suggested that most (all) of these countermeasures are benign with respect to impacts to environmental resources, with the likely only apparent complication being work within historic districts. Tim considered developing batched C1 documents separately from C2 documents for those locations that have cultural resource coordination required. Adding signal heads in historic districts has been an issue on past projects, whereas replacing existing heads is easier from a documentation standpoint. Coordination will be through both Central Office and District, with higher level documentation being reviewed/accepted by Central Office.

Kevin Davis indicated that Floodplain FIRM maps may need to be reviewed involving a hydraulic engineer to determine impacts. The PSIP may exempt countermeasures by type. The largest change in elevation for proposed countermeasures would be a 6" curb at a curb ramp or pedestrian refuge island.

OES asked the LJB team to document a recommended approach to environmental documentation to be shared with OES and DEC's for consideration. *This recommendation is shown below (developed post-meeting):*

PSIP Environmental Documentation Summary

The HSIP is funding pedestrian safety improvements at 428 discrete locations spread across 8 cities: Akron, Canton, Youngstown, Toledo, Columbus, Cincinnati, Dayton and Cleveland. The program is proposing to let the construction contracts as one per ODOT District (6 contracts).

The range of improvements include: pavement markings, signage, overhead signs, ground mounted RRFBs, overhead RRFBs, raised pavement markers, ADA ramps, raised crosswalks, curb extensions, refuge islands, pedestrian signals and street lighting. About 25% of the locations fall within an historic district. A total of 172 locations have some level of earth disturbance. No new permanent right-of-way will be needed at any location. Temporary right-of-way may be needed at a few locations.

We propose the following NEPA approach. ODOT programs one PID per District and sets up as C2 in EnviroNet (6 total). All locations within the district will be covered as a batch within that C2, based upon the following strategy:

- 1. Lawhon develops **GIS mapping of the locations** based upon listings provided by LJB. Lawhon develops **detailed project description** based upon the countermeasures table.*
- 2. Lawhon works with LJB's detailed table of locations/countermeasures, which includes google maps links, to add columns for **NEPA screening criteria** for additional*

environmental reviews. These screening criteria will be used to highlight areas of additional environmental reviews.

- a. Historic District – All of the locations will be highlighted in the table. They will be mapped on SHPO map, topo map, and aerial map based upon the GIS layer created in item #1, so the reviewer easily see which type of improvement is proposed and where. This mapping will be provided with Section 106 SRF form and detailed project description/table. No field visit or photolog is anticipated. All locations are visible in Google street view. Links to Google maps are included in the table of locations.*
 - b. Temporary right-of-way and/or ground disturbance – Table will note areas with temporary r/w and areas with ground disturbance.*
 - i. These areas will be screened in Google Earth to confirm no potential for ecological resources. Any areas of uncertainty will be visited in the field. (None expected at this time.) Eco Exempt Form is anticipated.*
 - ii. These locations will be checked to confirm no temporary r/w from 4(f) resources. If any are noted, Section 4(f)/6(f) will be covered for those locations. (Not aware of any at this time.)*
 - iii. Areas of ground disturbance will also be noted in the table for the Section 106 SRF.*
 - iv. Areas with ground disturbance will be checked for drinking water resources.*
 - v. Deep excavation – Areas will be noted that involve excavation >6ft. Those deep excavations that are only for pole installation will be noted separately from other types of impacts, such as storm sewer work. Only these areas will be included in RMR Screening.*
 - c. Floodplains – GIS layer of locations will be overlain on FEMA FIRM map. Table will note which locations have work with changes in elevation (raised crosswalks, curb extensions, medians). Will provide this summary to ODOT to address floodplain permit/notification where applicable.*
- 3. Lawhon will prepare draft public notifications (including project location list/map) for ODOT to issue press releases, social media postings, and website posts. EMS, schools, police will be notified by the Districts for each jurisdiction. Supplemental public notification letters will be prepared for those property owners/tenants at locations with temporary right-of-way.*
 - 4. For each of the 6 PIDs, Lawhon will provide the Section 106 SRF, Eco Exempt Form, RMR Screening, and basic CE map attachments based upon the results of the strategy above. Lawhon will document the public involvement results and prepare the UP form. Once the DEC/OES provides the Section 106 clearance and accepts the Eco Exempt and RMR Screening, Lawhon will finalize and submit the C2.*

Design & Plan Format: Larry Sack described an approach to final design and plan preparation that included 3 levels of plan and design detail. These examples were shown graphically with those on the call. Simplified plans have been used by ODOT for other types of work and generally consist of general notes, standard details, quantities, and location tables. This represents about 60% of the PSIP locations. LJB presented a diagrammatic or aerial based plan style for about 20% of the locations with lower risk that the work type would encounter unforeseen conditions. This format would not include any field survey or

collecting utility markings. Utility coordination would be limited to collecting GIS from each city as available. Lastly, LJB indicated that another 20% of the locations would require detailed plans utilizing field survey and leveraging utility coordination for accurate locating of those facilities.

Dave Holstein and Michelle May asked the LJB team to document a recommended approach to design and construction plan development to be shared with meeting attendees and each District for consideration. *This recommendation is shown below (developed post-meeting):*

Design and Construction Plan Development Summary

The HSIP is funding pedestrian safety improvements at 428 discrete locations spread across 8 cities: Akron, Canton, Youngstown, Toledo, Columbus, Cincinnati, Dayton and Cleveland. The program is proposing to let the construction contracts as one per ODOT District (6 contracts).

LJB recommends three different design approaches and construction plan format within the program: Simplified Plans, Diagrammatic Plans, and Detailed Plans.

Simplified Plans – These plans would follow guidance found in Location & Design Volume 3 sections 1301.2 and 1315. Simplified Plans are recommended for 256 locations within the PSIP. These locations include countermeasures:

- 1. high-visibility pavement markings at crosswalks, including mill and fill of pavement surface course*
- 2. advance placement of yield markings and yield signs at crosswalks*
- 3. standard signage for pedestrians at crosswalks*
- 4. in-pavement raised markers at crosswalks*
- 5. installing ADA curb ramps with detectable warnings where a ramp currently exists*
- 6. installing ADA detectable warnings on existing ramps*
- 7. accessible pedestrian signals (direct replacement)*
- 8. pedestrian countdown signals (direct replacement)*
- 9. street lighting on existing city-owned signal poles*
- 10. street lighting on existing city-owned utility poles*

Diagrammatic Plans – These plans would follow guidance found in Location & Design Volume 3 sections 1301.2 and 1315 modified to include additional plan view diagrams on statewide imagery to pictorially identify intent and location of proposed countermeasures. Diagrammatic Plans are recommended for 85 locations within the PSIP. These locations include countermeasures:

- 1. overhead signs at crosswalks*
- 2. RRFB ground mounted on pedestals at crosswalks*
- 3. RRFB ground mounted on pedestals plus overhead on sign support or span wire at crosswalks*
- 4. ADA curb ramps with detectable warnings at a new location*
- 5. PHB at a crosswalk*

Detailed Plans – These plans would follow guidance found in *Location & Design Volume 3 section 1300*. Detailed Plans are recommended for 87 locations within the PSIP. These locations include countermeasures:

1. Raised crosswalks/ramped speed tables
2. Curb extensions with catch basin construction
3. Curb extensions without catch basin construction
4. Refuge islands (straight or staggered)
5. Reduced curb radii
6. Pedestrian countdown signal in a new location without an existing support

Utilities Risk: The group agreed that the lack of utility information on any construction plan will be the biggest risk during construction, mostly for deep pole foundations. Concrete flatwork at curb ramps or pedestrian refuge islands would not carry as much risk during construction if designed and detailed only using the diagrammatic plans. LJB's intent was to shift risk from design to construction for those locations identified for diagrammatic plans.

LJB indicated that even with OUPS markings and utility coordination during design, we often use the "potholing" type general note supplied in the agenda packet anyway. Many times the OUPS marks or the utility marking of plans are incorrect or only accurate to within 18".

LJB recommends including the potholing general note in the plans. Utilizing ODOT CMS 632.14, the LJB team could be available during construction to assist in adjusting locations of countermeasures. An alternative could be to non-perform specific countermeasures if field conditions don't provide a suitable solution within existing right of way.

Dave Holstein and Michelle May asked the LJB team to document a recommended approach to utility risk to be shared with meeting attendees and each District for consideration. *This recommendation is shown below (developed post-meeting):*

Utility Risk and Approach to Subsurface Utility Locating (SUL) Summary

LJB discussed options for SUL with Wendi Snyder (ODOT Utility & Wireless Program Manager) and Jeremy Thompson on March 20, 2020 after Drew Gilmore offered use of the statewide SUL task order contracts for this program.

Wendi has 3 statewide SUL task order contracts – she will be confirming the capacity remaining in each of them. Wendi indicated that these statewide contracts can be used, but the funding behind any assignments issued to those SUL consultants would need to come from HSIP or other project funding. LJB estimates approximately 200 locations that are candidate for SUL and could be incorporated into either a detailed or diagrammatic construction plan format. Wendi's estimate of \$3,000 per hole (Level A locate) will need to be validated by the statewide SUL task order consultant. There may need to be multiple Level A locations for any given countermeasure location in order to confirm underground utility locations. Getting Level A SUL for each of the 200 locations is a substantial investment to eliminate all utility risk.

Given this information, LJB recommends a phased approach for detailed design specific to utility risk:

- 1. In the first phase, LJB will provide utility coordination for locations planned for either detailed design plans or diagrammatic plans. This will include contacting OUPS, getting utilities field marked, coordinating with individual utilities, and locating markings into either a detailed field survey basemap or on the aerial imagery recommended with a diagrammatic construction plan approach.*
- 2. In the second phase, and during final design (likely May/June timeframe), our design team will develop preliminary designs, supported by field visits, with sufficient detail to inform a scope of services for the statewide SUL task order consultant to perform Level A subsurface utility locates in June/July. This will limit the number of locations where SUL is requested (less than 200) to those locations with more risk of underground conflicts during construction as observed through those preliminary design field visits.*

Dave Holstein suggested an innovative contracting approach to include interim completion dates for those more straightforward countermeasures so that delays with other countermeasures don't delay construction.

LJB confirmed the intention of the PSIP was to repurpose the signal mast arm sheet for use with TC-16.21 type supports. RRFBs would be solar powered.

Eric Kahlig suggested that the construction contract should include a requirement for the contractor to provide "As Built" information.

NEXT STEPS AND TIMELINE

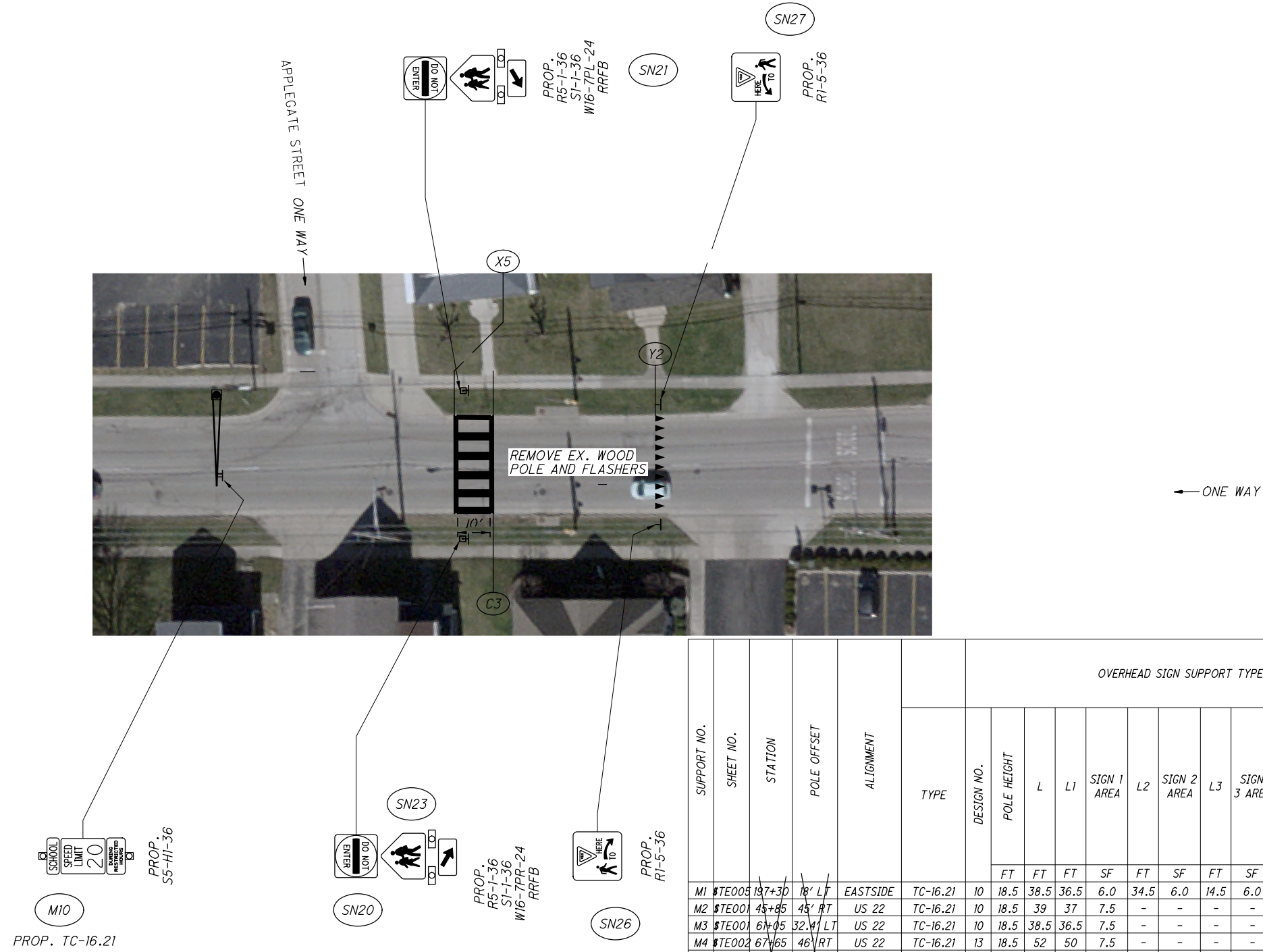
These projects are intended to be let in December 2020 or January 2021.

The consultant team is committed to providing fee proposals by the end of March, but this will be contingent upon ODOT Central Office and the Districts acceptance of the recommendation provided by the consultant team in the meeting.

Jeremy Thompson and Andy Shahan discussed setting aside contract authority for on-going services during construction and estimated \$25,000 for this work.

DIAGRAMMATIC EXAMPLE

o:\City of Wilmington\0116432A.00 - CLI-US 22-1000 Rombach Resurf\103518\103518_CLI-US22-10.00\Design\Traffic\Sheet\103518_TP003 - Copy.dgn 3/11/2020 11:32:19 AM lsack



SUPPORT NO.	SHEET NO.	STATION	POLE OFFSET	ALIGNMENT	TYPE	DESIGN NO.	OVERHEAD SIGN SUPPORT TYPE TC-16.21															ELEVATION		MAST ARM ORIENTATION ANGLE (DEG.)	ORIENTATION ANGLES FROM MAST ARM	
							POLE HEIGHT		SIGN 1 AREA	SIGN 2 AREA	SIGN 3 AREA	SIGN 4 AREA	SIGN 5 AREA	MIN. CLEARANCE	A CRITICAL PAV'T	B TOP OF FNDN	HAND HOLE	2" CONDUIT ELL (CAPPED)								
							FT	FT											FT	SF	FT	SF	FT		SF	FT
M1	#TE005	197+30	18' LT	EASTSIDE	TC-16.21	10	18.5	38.5	36.5	6.0	34.5	6.0	14.5	6.0	12.5	6.0	10.5	6.0	17	1056.39	1056.74	0	180	270		
M2	#TE001	45+85	45' RT	US 22	TC-16.21	10	18.5	39	37	7.5	-	-	-	-	-	-	-	-	17	1052.94	1053.23	0	180	90		
M3	#TE001	61+05	32.4' LT	US 22	TC-16.21	10	18.5	38.5	36.5	7.5	-	-	-	-	-	-	-	-	17	1055.66	1056.10	0	180	90		
M4	#TE002	67+65	46' RT	US 22	TC-16.21	13	18.5	52	50	7.5	-	-	-	-	-	-	-	-	17	1061.26	1061.88	0	180	90		
M5	#TE002	75+75	51' LT	US 22	TC-16.21	12	18.5	45	43	7.5	-	-	-	-	-	-	-	-	17	1066.33	1066.34	0	180	90		
M6	#TE003	92+58	48' RT	US 22	TC-16.21	13	18.5	52	50	7.5	-	-	-	-	-	-	-	-	17	1076.17	1076.62	0	180	90		
M7	#TE003	98+34	46.5' LT	US 22	TC-16.21	13	18.5	52	50	7.5	-	-	-	-	-	-	-	-	17	1073.16	1073.30	0	180	90		
M8	#TE004	111+40	60' RT	US 22	TC-16.21	13	18.5	54	43.5	6.0	41.5	6.0	39.5	6.0	30	7.5	47	7.5	17	1061.96	1072.18	0	180	90		
M9							NOT USED																			
M10	#TE005	29+00	22.5' LT	US 22	TC-16.21	7	18.5	28	25	12.5	-	-	-	-	-	-	-	-	17	1054.36	1055.01	0	180	0		

RRFB TO OPERATE FOR 13.0 SECONDS
 FOR CROSSWALK DETAIL SEE SHEET \$TD001
 FOR ELEVATION VIEW SEE SHEET \$TE005
 FOR SIGNING AND MARKING LEGEND SEE SHEET \$TP001



TRAFFIC CONTROL PLAN STA. 28+00 TO STA. 33+00

CLI-US22-10.00

\$TP003
\$TOTAL

SYMBOL LEGEND

EXISTING CONDITIONS

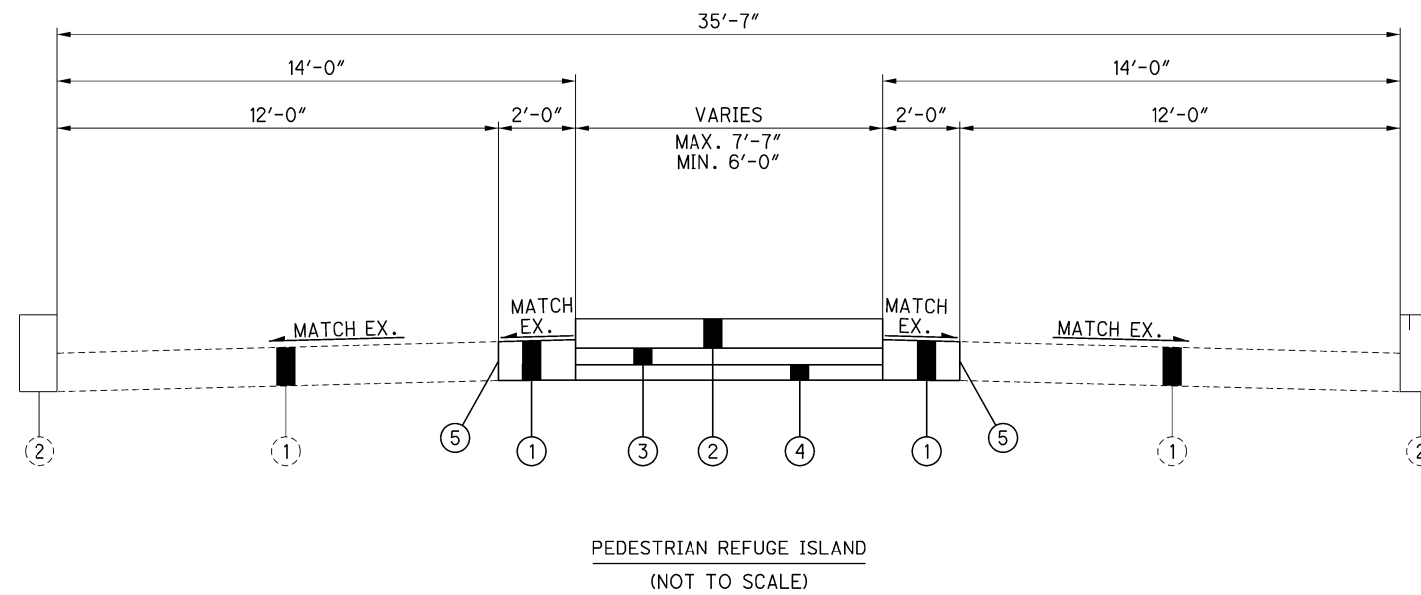
- EX. EDGE OF PAVEMENT
- EX. RIGHT OF WAY
- EX. PROPERTY LINE
- EX. BUILDING

PROPOSED CONDITIONS

- PR. SAWCUT
- PR. CONSTRUCTION LIMITS
- PR. DETECTABLE WARNING
- PR. DELINEATOR, REBOUNDABLE POST MOUNTED
- PR. SIGN POST
- PR. MEDIAN

ABBREVIATIONS

- EX — EXISTING
- PROP — PROPOSED
- DND — DO NOT DISTURB
- EP — EDGE OF PAVEMENT
- CONST — CONSTRUCTION



- ITEM LEGEND**
- ① ITEM 259 - 16" PERMANENT PAVEMENT, TYPE 1
 - ② ITEM 609 - CONCRETE MEDIAN (SCD2231, 6/1/13)
 - ③ ITEM 305 - 7" CONCRETE BASE
 - ④ ITEM 304 - 6" AGGREGATE BASE
 - ⑤ ITEM 252 - FULL DEPTH PAVEMENT SAWING
 - Ⓢ EXISTING PAVEMENT BUILD UP
 - Ⓣ EXISTING CURB AND SIDEWALK

NOTES:

1. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 2-WAY 1-LANE TRAFFIC 9AM-4PM WEEKDAYS OR 7AM-7PM WEEKENDS. DURING ALL OTHER TIMES CONTRACTOR SHALL MAINTAIN 2-WAY 2-LANES ON CENTRAL AVE AND STATE ST. LANE CLOSURES SHALL BE ACCORDING TO STANDARD CONSTRUCTION DRAWING 1550.

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MEDIAN ISLAND TYPICAL SECTION

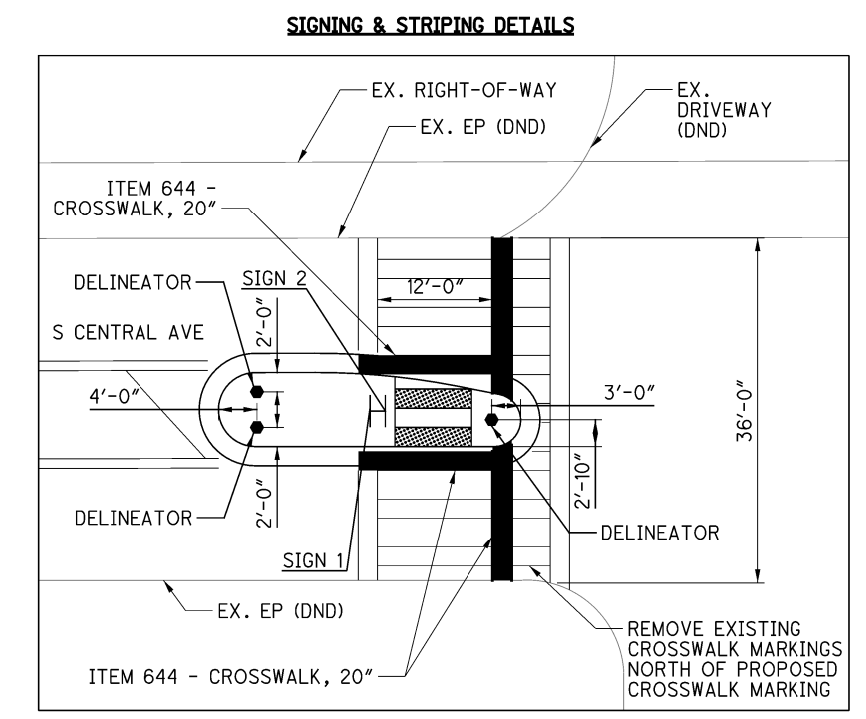
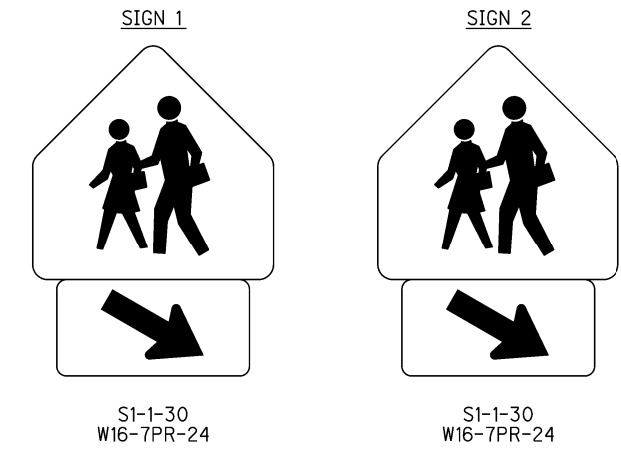
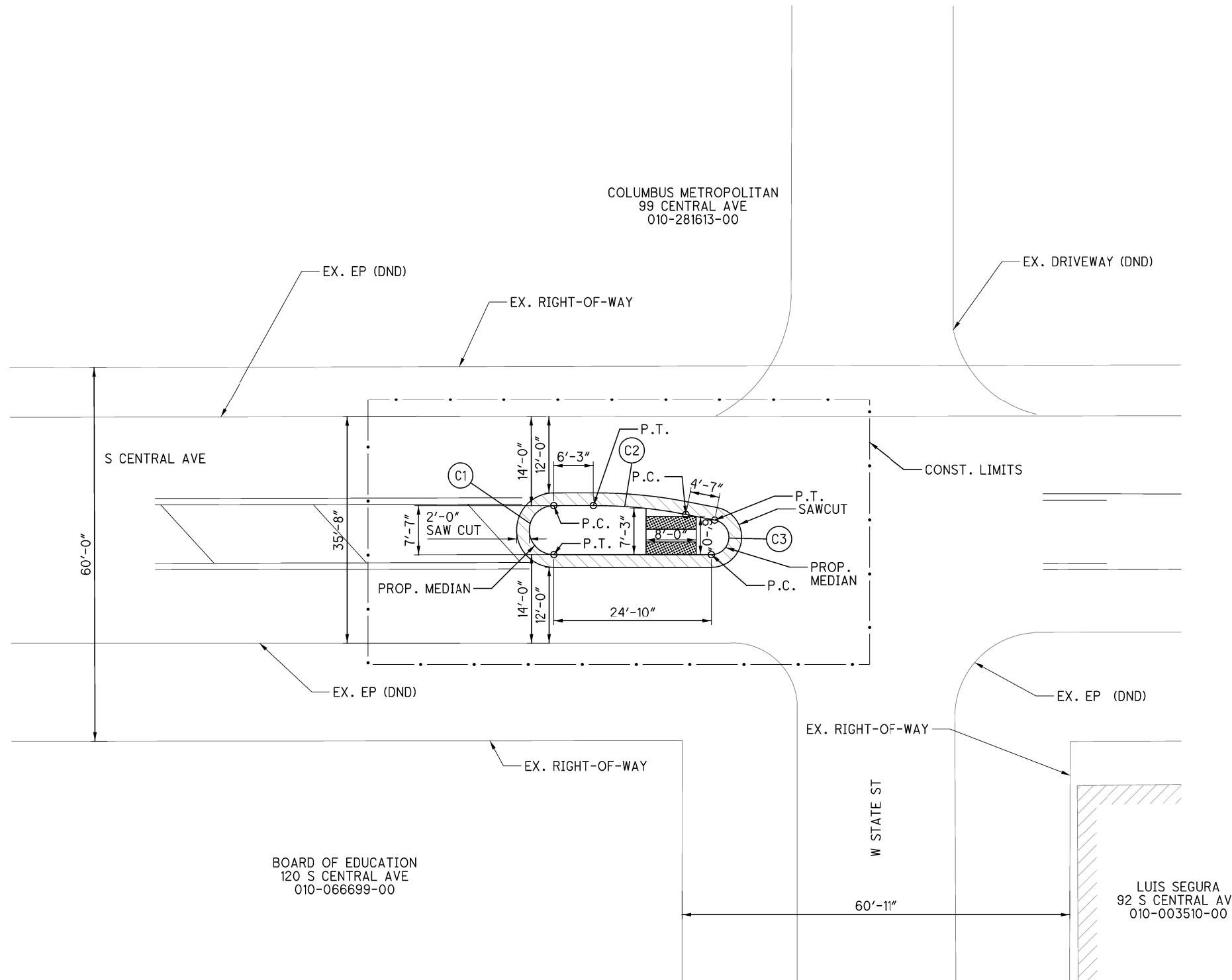
**CENTRAL AVE
MEDIAN**

CALCULATED
BPT
CHECKED
ALR

CURVE LAYOUT DATA

CURVE NO.	RADIUS	CENTER POINT		BEGIN CURVE (PC)		END CURVE (PT)	
		NORTHING*	EASTING*	NORTHING*	EASTING*	NORTHING*	EASTING*
C1	4.28'	712722.91	1817756.52	712726.16	1817752.145	712727.28	1817759.77
C2	45.00'	712739.64	1817750.51	712747.01	1817750.50	712732.31	1817751.23
C3	3.00'	712754.23	1817753.22	712751.88	1817756.17	712751.61	1817750.71

* NORTHING AND EASTING DATA IS BASED ON FRANKLIN COUNTY GIS MAPPING. FRANKLIN COUNTY GIS MAPPING IS BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(2011), GRID.



QUANTITIES

ITEM	SY	CY	FT	CY	CY	EA	FT	SF	SF	SY	FT	FT
202 PAVEMENT REMOVED	41											
259 PERMANENT PAVEMENT, TYPE 1		7.6										
252 FULL DEPTH PAVEMENT SAWING			84									
304 AGGREGATE BASE				4.0								
305 CONCRETE BASE					4.6							
620 DELINEATOR, REBOUNDABLE POST MOUNTED						3						
630 GROUND MOUNTED SUPPORT, NO 3 POST							13					
630 SIGN FLAT SHEET								18.5				
608 DETECTIBLE WARNING MAT, TYPE E									32			
609 CONCRETE MEDIAN										24		
647 CROSSWALK LINE, 20"											59	
644 PAVEMENT MARKING REMOVED												64

LEGEND
 ITEM 259 - PERMANENT PAVEMENT, TYPE 1

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH LJB, INC., FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN OF VARIOUS HIGH VISIBILITY MARKINGS & RRFB SYSTEMIC SAFETY PROJECT.

WHEREAS, the City of Lorain applied for and was awarded funds for the design of systemic pedestrian improvements throughout the City of Lorain via the Ohio Department of Transportation (ODOT) Highway Safety Improvement Program; and,

WHEREAS, this Council passed and adopted Resolution No. 100-25 authorizing the Lorain Safety/Service Director to enter into an agreement with the Ohio Department of Transportation (ODOT); and,

WHEREAS, the City of Lorain has advertised a Request for Qualifications as required by the Ohio Revised Code Section 153.67 for the purpose of professional services related to the design of the Various High Visibility Markings and RRFB Systemic Safety Project, Project Identification (PID) No., 124448; and

WHEREAS, the firms were rated and ranked; and

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

WHEREAS, the Engineering Department seeks to enter into a professional services agreement with LJB, Inc. in the amount of \$120,894.00, to be paid at 90% by ODOT and 10%, or \$12,089.40, from the City of Lorain from Fund 4010.C401.6300.2305 - ODOT Projects (PIDs).

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into an agreement for professional services with LJB, Inc., for the purpose of design, surveying, construction



CITY OF LORAIN

Board of Control

2. h.

Meeting Date: 03/19/2026

Subject:

A request from the Engineering Department for approval to enter into an agreement with American StructurePoint for professional services associated with LOR-MR4321-0.00 Tower Blvd. Rehabilitation project in an amount not to exceed \$492,046.

Attachments

120287 TOWER BLVD CM REQ



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: 03/11/2026
2. Name of Department Submitting Request: Engineering
3. Summary of Report: A request from the Engineering Department for approval to enter into an agreement with American StructurePoint for professional services associated with LOR-MR4321-0.00 Tower Blvd. Rehabilitation project in an amount not to exceed \$492,046.
4. Name of Vendor: American StructurePoint
5. Amount: \$492,046
6. Number of account to be used for funding: 4010.C401.6300.2305
7. VENDOR DETAIL

Sole Source Vendor - No

State Purchasing Vendor - No

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

Vendor #1 American StructurePoint in the amount of \$492,046

Vendor #2 Quality Control Inspection, Inc.

Vendor #3 KE McCartney & Associates

Vendor #4 Quality Control Services

Vendor #5 TRC

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? No



**BOARD OF CONTROL
REQUEST FORM**

10. If necessary, has City Council approved and when? Yes 10-24 01/23/2024 Yes 12-26
02/09/2026 (Construction Ordinance) Yes **-26 03/16/2025 (Construction Management Ordinance)



CITY OF LORAIN

Board of Control

2. i.

Meeting Date: 03/19/2026

Subject:

A request from the Engineering Department for approval to modify an agreement with QCS A25-045, known as Amendment 1, for additional inspection services associated with PID 120792 LOR-58-25.41 Tower/SR58 Traffic Signal Improvement Project in an amount not to exceed \$43,126.00 for a new total project cost of \$100,758. The City of Lorain shall be responsible for an additional amount not to exceed \$4,312.60 which shall be funded from 4010.C401.6300.2305.

Attachments

AMEND CM 120792



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 >>>

- Request Date: 03/11/2025
- Name of Department Submitting Request: Engineering
- Summary of Report: A request from the Engineering Department for approval to modify an agreement with QCS A25-045, known as Amendment 1, for additional inspection services associated with PID 120792 LOR-58-25.41 Tower/SR58 Traffic Signal Improvement Project in an amount not to exceed \$43,126.00 for a new total project cost of \$100,758. The City of Lorain shall be responsible for an additional amount not to exceed \$4,312.60 which shall be funded from 4010.C401.6300.2305.
- Name of Vendor: **Quality Control Services**
- Amount: \$ 57,632.00 (ODOT 90% - \$51,868.80, COL local match 10% - \$5,763.20) A25-045
\$ 43,126.00 (ODOT 90% - \$43,126.00, COL local match 10% - \$4,312.60)
- Number of account to be used for funding: 4010.C401.6300.2305

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 Quality Control Services

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- The Treasurer's Office has verified that the vendor selected is registered with the City. **Yes** / No
- Is the amount requested due to a change order? Yes / **No**



**BOARD OF CONTROL
REQUEST FORM**

10. If necessary, has City Council approved and when? (Please provide Ordinance number) ***,
3/16/2026