

GPD will provide a Topographic Survey of the area shown in yellow in Exhibit A below (approximately 9.5 acres).

Underground utilities will be located from Ohio 811 contacts, field reconnaissance and reported utility locations by the Owner. Be advised that private property is not covered by Ohio 811 contracts and their service will not field locate interior utility routing, therefore some buried utilities may not be discovered.

Client will make all provisions for GPD Group personnel to enter upon private lands as required to perform the above-described services.

Exclusions: boundary survey, creation of any easements or plats, recording of any documents, private utility locate service, review of any title report.

Fee for the Survey.....\$ 7,900.00 (Seven Thousand Nine Hundred)



EXHIBIT "A"

Contract #:	

AMENDMENT TO UNDERLYING LICENSE AGREEMENT (SUBSCRIPTION LICENSES FOR ADD-ON SOFTWARE)

This AMENDMENT TO UNDERLYING LICENSE AGREEMENT ("Amendment") is made and entered into effective
as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party
with its signature below) ("Amendment Effective Date"), by and between Hyland Software, Inc. ("Hyland") and
("Customer") and amends that certain separate contract
that governs the licenses to the Software previously procured by Customer from Hyland (such as an End User License Agreement
(click through or written), Master Software License, Services and Support Agreement, Software License and Services Agreement
or other similar agreement addressing Software license terms) (the "Underlying License Agreement").

1. DEFINED TERMS:

- (a) Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Underlying License Agreement.
- (b) The following additional defined terms are added to the Underlying License Agreement:
 - (1) "Existing Software" means all Software licensed by Customer prior to the Amendment Effective Date.
- (2) "Subscription Fees" means periodic fees for the licensing of Software licensed under this Amendment and Maintenance and Support for such Software, and payable by Customer to Hyland or to Hyland's authorized solution provider, if applicable.
- (3) "Subscription Software" means the Software licensed under this Amendment and at any time under the Underlying License Agreement after the Amendment Effective Date.
- 2. SUBSCRIPTION SOFTWARE: The parties agree that all Subscription Software will be licensed to Customer on a subscription basis in accordance with the Underlying License Agreement as amended by this Amendment, and that the terms of this Amendment shall not apply to Existing Software, which shall continue to be licensed on a perpetual basis. Accordingly, Hyland and Customer agree that, with respect to Subscription Software, as of the Amendment Effective Date, the Underlying License Agreement shall be amended as follows:
 - (a) License; Term: Customer's right to use the Subscription Software licenses as set forth in the Underlying License Agreement shall be subject to Customer's payment in full of the Subscription Fees and, unless terminated earlier in accordance with the terms of the Underlying License Agreement, the term of such Subscription Software license shall be an initial term of 3 (three) years (the "Initial Term") from the date of acceptance of the initial purchase order for Subscription Software from Customer, and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either party provides at least thirty (30) days advance written notice of non-renewal, in which case the license and associated Maintenance and Support for such Subscription Software shall terminate at the end of the then current term.
 - (b) Subscription Fees: Customer will be invoiced upon acceptance of the purchase order for Subscription Fees for the first year of the Initial Term. Such invoice shall be due and payable in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice. For any subsequent years, Customer will be invoiced for Subscription Fees at least sixty (60) days prior to the beginning of such year, and such invoices shall be due and payable by Customer on or before the beginning of such year. In the event Customer licenses additional Subscription Software modules under the Agreement, Customer will be invoiced for Subscription Fees for such additional Subscription Software modules on a pro rata basis upon acceptance of the purchase order for such additional Subscription Software modules. Such invoice shall be due and payable by Customer in accordance with the Underlying License Agreement, and if no payment terms are set forth in the Underlying License Agreement, such invoice shall be due and payable by Customer net thirty (30) days from the date of the applicable invoice. Thereafter, Subscription Fees relating to such additional Subscription Software shall be included in the subsequent invoices issued with respect to the existing licensed Subscription Software. Except as otherwise provided in this Amendment, in relation to Subscription Software, any reference in the Underlying License Agreement to Software license fees and Maintenance and Support fees (or maintenance fees) shall mean Subscription Fees.
 - (c) Infringement Indemnification: In the event Customer is entitled to a refund of fees paid under a IP infringement indemnification provision of the Underlying License Agreement with respect to the Subscription Software, notwithstanding anything to the contrary in the Underlying License Agreement, the amount of such refund shall be the "unused portion of prepaid Subscription Fees" (as defined below) paid by Customer, with respect to the infringing portion of the Subscription Software. For these purposes, the "unused portion of the prepaid Subscription Fees" shall

Contract #:

mean an amount equal to the total Subscription Fees paid by Customer for the infringing portion of the Subscription Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12).

- (d) Effects of Termination: Customer's right to terminate the Underlying License for convenience shall not apply to the Customer's subscription to the Subscription Software; Customer may elect not to renew its subscription to the Subscription Software after the Initial Term as described in Section 3(a) of this Amendment.
- 3. NO OTHER CHANGES: In all other respects the Underlying License Agreement remains in full force and effect. Except as otherwise expressly stated in this Amendment, Subscription Software is subject to all the same terms and conditions applicable to Software under the Underlying License Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

	Hyland Software, Inc.
Customer Name	
Ву:	Ву:
Print Name:	Print Name:
Title:	Title
Date	Date:
	Hyland Legal
	Approved By:
	Date:



110 Blaze Industrial Pkwy. Berea, Ohio 44017 Tel: 440-234-8985 www.geo-sci.com

September 29, 2021

Mr. Russell Gayheart, AIA, LEED AP BD+C GPD Group 520 South Main Street – Suite 2531 Akron, Ohio 44311

Re: Proposal - Subsurface Exploration

Clearview Wellness Complex - Track and Field

4700 Broadway Avenue Lorain, Lorain County, Ohio Geo-Sci Proposal No. G410130

Dear Mr. Gayheart:

Pursuant to your request for proposal dated September 27, 2021, Geo-Sci is pleased to offer this proposal to provide a subsurface exploration for the proposed Clearview complex track and field rehabilitation project located at 4700 Broadway Avenue in Lorain, Lorain County, Ohio, as shown in the aerial photograph below:



Figure 1. Aerial Photograph



Project Description

Based upon the information provided, the project consists of rehabilitation of the track and construction of new fields. Furthermore, the soil samples shall be tested to determine their suitability for construction of the detention pond embankment on the north of the project site. Geo-Sci has been asked to provide this quotation to perform soil investigation to determine the type of soil, suitability of development, and geotechnical parameters.

Scope of Work - Geotechnical

The Scope of Work included herein is in accordance with your request.

Field Investigation / Drilling

Based upon the information provided, it is proposed to drill and sample a total of seven (7) test borings to approximate depths ranging from 5 to 25 feet each, below the existing surface grade. The test borings shall be terminated at the indicated depths or refusal, whichever is encountered first. Drilling locations will be marked in field by "Geo-Sci" and/or "GPD Group" personnel.

Groundwater levels shall be noted during and upon completion of the drilling operations. Drilling, sampling, and standard penetration tests shall be conducted in accordance with applicable ASTM standards. Geo-Sci personnel shall notify the Ohio Utilities Protection Service and the utility companies whose names are provided to us prior to commencing the drilling operations.

Laboratory Testing

The samples collected shall be transported to our laboratory and selected samples shall be tested as follows:

- Visual Classification in accordance with the Unified Soil Classification System;
- Moisture Content;
- Hydrometer Analysis;
- Atterberg Limits (Liquid Limit and Plastic Limit);
- Grain Size Analysis.

Report

A Geotechnical Report shall be prepared and shall include the following:

- Laboratory test results;
- Individual typed test boring logs and test boring location plan;
- Foundation design recommendations;
- Suitability of soil for use in detention pond embankment construction;
- Soil Parameters for track and field design; and
- Construction considerations including groundwater, compaction and site preparation recommendations.

The presence or absence of gases or chemical contamination will only consist of apparent observations during drilling and handling of samples. Odors will be noted, however, chemical analysis of the soil samples is beyond the scope of this proposal.

Page 3 of 4 September 29, 2021 Mr. Russell Gayheart



Costs

The Geotechnical Services as described above shall be provided for a lump sum cost of \$6,000.00. In the event additional borings or depths are needed due to subsurface conditions, while the rig is still on the site, it will be charged at the rate of \$45.00 per foot only after authorization from the client. This rate includes field, laboratory and engineering services.

Project Schedules

Geo-Sci can begin work within five (5) working days upon authorization. Generally, we can provide preliminary information during and soon after completion of the drilling operations. The final report will be issued within 28 days from authorization.

We trust that you will find the scope of work in this proposal in agreement with your requirements. Please inform us of your intentions so that we may plan our time accordingly. This proposal can be accepted by signing and returning a copy of the enclosed Terms and Conditions that form a part of this proposal or by issuing a purchase order or letter referencing this proposal.

We appreciate your consideration of our company for this project and look forward to being of service. Should you have any questions or if we may be of further assistance, please contact us at (440) 234-8985.

Sincerely,

Geo-Sci, Inc.

Just al Alemoson

George W. Aboumrad, P.E.

President





TERMS AND CONDITIONS

Fee

The total fee shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded without written approval of the Client. Reimbursable expenses invoiced with a mark-up of no greater than 1.10%.

Billings / Payments

Invoices for services and reimbursable expenses shall be submitted, on a monthly basis and upon completion of the services. Invoices shall be payable within 30 days from the invoice date. A service charge of 1.5% per month will be applied to the unpaid balance after 30 days from the invoice date. Geo-Sci shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and Geo-Sci shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, Geo-Sci will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Geo-Sci will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Geo-Sci's part of the Project. Regardless of any other term or condition of the Agreement, Geo-Sci makes no express or implied warrantly of any sort. All warrantles, including warrantly of merchantability or warrantly of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Geo-Sci shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hazardous Materials / Mold

Geo-Sci shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which Geo-Sci shall have no responsibility.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Geo-Sci and its subcontractors hamless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. Geo-Sci further agrees to indemnify the Client for damages arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and Geo-Sci, the Client agrees, to the fullest extent permitted by law, to limit Geo-Sci's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the total amount of Geo-Sci's fee, or \$10,000, whichever is less.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay Geo-Sci for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by Geo-Sci under this agreement, including electronic files, shall remain the property of Geo-Sci and may not be used by the Client for any other purpose without the written consent of Geo-Sci. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Geo-Sci and its sub consultants harmless from any and all claims and/or damages arising there from. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Geo-Sci and its consultants.

Defects in Service

The Client shall promptly report to Geo-Sci any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

Geo-Sci shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and Geo-Sci shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties

All services provided by Geo-Sci are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Geo-Sci.

Accepted by:		
Organization:		
Title:	9 2 3	
Date:		



110 Blaze Industrial Pkwy. Berea, Ohio 44017 Tel: 440-234-8985 www.geo-sci.com

CONSULTANTS • LABORATORIES

September 29, 2021

Mr. Russell Gayheart, AIA, LEED AP BD+C GPD Group 520 South Main Street – Suite 2531 Akron, Ohio 44311

Re: Proposal – Materials Testing Services

Clearview Wellness Complex – Track and Field 4700 Broadway Avenue Lorain, Lorain County, Ohio

Geo-Sci Proposal No. 1410131

Dear Mr. Gayheart:

We are pleased to submit the following proposal regarding construction materials testing for the above referenced project. Geo-Sci is prepared to meet and exceed your construction QA/QC needs. We have included our standard schedule of compensation. The scope of our work is anticipated to include, but is not limited to:

- Earthwork and soil compaction testing
- Foundation bearing
- Engineering construction troubleshooting

Please note that our services are rendered on an as-needed basis pursuant to the client's request, and in accordance with the project plans and specifications.

We appreciate the opportunity to submit this introduction and this proposal, and we look forward to working with you. Should you have any questions or require additional information, please contact us at (440) 234-8985.

Sincerely,

George W. Aboumrad, P.E.

frof w. Abourse

Geo-Sci

Page 2 of 5 September 29, 2021 Mr. Russell Gayheart



Geo-Sci is a consulting engineering firm specializing in the geosciences, founded on the unified principles of commitment, service, and quality. Based in Berea, Ohio, we have easy access to all major highways, which enables us to respond quickly to our client's needs. Geo-Sci brings 25 years of experience in geotechnical engineering, geotechnical consulting, environmental site assessing, materials testing, and inspection to the construction industry. Geo-Sci combines expertise and teamwork, bringing experienced specialists in Engineering, Geology, Environmental and Construction Inspection together to collaborate and ensure successful project execution.

Geo-Sci is presently under contract with various state agencies, architects, contractors, engineers, municipalities, and private developers to provide quality geotechnical engineering, environmental site assessments, inspection, and materials testing services. We have provided Construction Testing and Inspection Services for numerous projects including commercial/retail developments, roadway projects, sewer lines, bridges, and large-scale building construction.

Accreditations

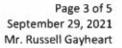
Our engineers and engineering technicians report information that is needed to ensure the quality and performance of structural materials, and provide extensive technical support on all projects. Our in-house laboratory is staffed with fully trained professionals and Geologists who utilize the latest technology and equipment. Representatives of the Cement and Concrete Reference Laboratory (CCRL) and AASHTO Materials Reference Laboratory (AMRL) regularly inspect our concrete, soils, and asphalt laboratory. We have been pre-qualified through ODOT throughout our company's history, and accredited by the AASHTO Accreditation Program (AAP) since 1998. We continually uphold the high standards the program demands. Our field technicians are professional, knowledgeable, and certified in their discipline. They arrive promptly to the jobsite and strive to maintain the reputation of Geo-Sci as a quality oriented firm.

Quality Control

Quality control is achieved through implementation of Standard Operating Procedures (SOP) for our field inspection and testing services, laboratory-testing services, documentation and geotechnical report preparation. These SOP's include written procedures for the field technicians, regularly scheduled calibration and maintenance of all laboratory and field testing equipment in accordance with AMRL and ASTM requirements. In addition to these measures, our technicians are regularly reviewed and tested in the field and in the lab regarding their compliance with ASTM procedures, AASHTO requirements and ODOT requirements.

All samples are collected, stored and tested in accordance with the provisions listed below, whichever is applicable, unless other standards and requirements are applicable, in which case the current publication containing such standards or specifications shall be followed.

- Most recently published by the American Society for Testing Materials (ASTM).
- The American Association of State Highways and Transportation Officials (AASHTO).
- The current edition of the State of Ohio Department of Transportation manual entitled <u>Construction and Materials Specifications</u>.



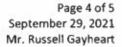


H.

Schedule of Compensation Materials Testing and Construction Inspection Services

I. Personnel ¹	
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Field Personnel	
Field Technician (Concrete/Masonry) ^{2,3}	
Field Technician (Soils/Asphalt) ^{2,3}	
Steel Inspector	\$75.00/hr
Coring Crew	\$100.00/hr
<u>Engineering</u>	
Senior Geotechnical Engineer	\$145.00/hr
Project Engineer	\$125.00/hr
Field Engineer	\$115.00/hr
Field Supervisors	
Testing Supervisor (Field)	\$75.00/hr
Construction Inspector	\$75.00/hr
Office Personnel	
Administrative Assistant/Document Preparation	\$18.00/hr
Soil/Rock Testing	
Moisture-Density Relationship (Standard) ASTM D 698	
Moisture-Density Relationship (Modified) ASTM D 1557	\$140.00 ea
Moisture Content Determination ASTM D 2216	\$4.50 ea
Visual Description and Classification (Soil)	\$4.50 ea
Particle Size Analysis ASTM D 422	\$65.00 ea
Particle Size Analysis w/Hydrometer	\$135.00 ea
Atterberg Limits (Liquid & Plastic) ASTM D 4318	\$65.00 ea
Shrinkage Limit ASTM D 4943	\$60.00 ea
Organic Content Determination ASTM D 2974	\$25.00 ea
Specific Gravity ASTM D 854	\$45.00 ea
pH of Soils ASTM D 4972	\$45.00 ea
Soil Resistivity ASTM G 57	\$100.00 ea
One-Dimensional Consolidation Test ASTM D 2435	\$350.00 ea
Unconfined Compressive Strength (Soil) ASTM D 2166	\$65.00 ea
Direct/Residual Shear (3 Point Curve) ASTM D 3080	\$185.00 ea
Triaxial Permeability ASTM D 5084	\$325.00 ea
California Bearing Ratio (CBR) ASTM D 1883	\$295.00 ea
Use of Nuclear Density Gauge ASTM D 2922	\$75.00/day
Unconfined Compressive Strength (Rock)	\$60.00 ea





Schedule of Compensation Materials Testing and Construction Inspection Services (Cont'd)

III. Concrete Testing

	toller to take	
	Concrete Cylinders Compressive Strength Test ASTM C 39	\$15.00 ea
	Mortar Cubes Compressive Strength Test	\$10.00 ea
	Specimen Pick up	\$55.00/hr
	Chloride Ion Determination AASHTO T 260-82	\$55.00 ea
	Use of Windsor Probe	\$95.00/day
	Use of Windsor Pin	\$95.00/day
	Use of Swiss Hammer ASTM C 805	\$55.00/day
	Concrete Yield Test ASTM C 138	\$20.00 ea
	Compressive Strength via Windsor Probe (3 Shots/Test) ASTM C 803	\$55.00 ea
	Flexural Strength of Concrete (Beam Tests) ASTM C 78	
	Grout Prism Test	
	Use of Coring Machine & Electric Generator	\$135.00/day
	Use of Diamond Core Barrel	
	Use of Dipstick Floor Profiler	\$550.00/day
	Preparation and Testing (Compressive Strength) of Concrete Cores	
	Petrographic Analysis	
	- 545 PAC (1774 LANGE) TO MERCHALLEGY SPECIALISM STEELS, MET TOWARD LANGE OF SECONDISCREEN SPECIALISM SECONDISCREEN SPECI	
IV.	Asphalt Testing	
	Extraction Test / Asphalt Content ASTM D 2172	\$155.00 ea
	Sample Preparation	
	Particle Size Analysis ASTM D 5444	
	Use of Coring Machine & Electric Generator	
	Use of Nuclear Density Gauge ASTM D 2922	
	Core Thickness	\$40.00/ea
	Use of Diamond Core Barrel	\$1.95/inch/inch
	Amount Passing #200 Sieve	\$35.00 ea
	Bulk Specific Gravity and Density ASTM D 2726	
v.	Incidental Expenses	
	Vehicle Mileage	\$0.58/mile

Special Notes:

- Personnel charges are portal to portal. Field Personnel will be billed in four-hour increments plus mileage. A
 two-hour charge will be billed for job cancellation without prior notice.
- Overtime for any time over eight (8) hours in one day, work performed after 4:30 PM and all weekend and holiday work will be charged at the Standard Rate x 1.33.
- 3. The Inspector and Technician rates include report preparation and review time.



Page 5 of 5 September 29, 2021 Mr. Russell Gayheart

Terms and Conditions

Fee

The total fee shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded without written approval of the Client. Reimbursable expenses invoiced with a mark-up of no greater than 10%.

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Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Geo-Sci shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hazardous Materials / Mold

Geo-Sci shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which Geo-Sci shall have no responsibility.

Indemnifications

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Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and Geo-Sci, the Client agrees, to the fullest extent permitted by law, to limit Geo-Sci's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the total amount of Geo-Sci's fee, or \$10,000, whichever is less.

Termination of Services

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Ownership of Document

All documents produced by Geo-Sci under this agreement, including electronic files, shall remain the property of Geo-Sci and may not be used by the Client for any other purpose without the written consent of Geo-Sci. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Geo-Sci and its sub consultants harmless from any and all claims and/or damages arising there from. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Geo-Sci and its consultants.

Defects in Service

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Construction Activities

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Dispute Resolution

Any claim or dispute between the Client and Geo-Sci shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

Relationship of the Parties

All services provided by Geo-Sci are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Geo-Sci.

Accepted by:	
Organization:	
Title:	
Date:	



Change Order

PROJECT: (Name and address) Clearview Wellness Facility 4700 Broadway Avenue Lorain, Ohio 44052

OWNER: (Name and address) Clearview Local School District 4700 Broadway Avenue Lorain, Ohio 44052

CONTRACT INFORMATION:

Contract For: General Construction

Date: August 10, 2021

CHANGE ORDER INFORMATION: Change Order Number: 001

Date: 9/29/2021

ARCHITECT: (Name and address)

GPD Group

520 South Main Street

Suite 2531

Akron, Ohio 44311

CONTRACTOR: (Name and address)

Seitz Builders, Inc. 8055 Broadway Road Cleveland, Ohio 44147

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Soap Dispensers, Exterior Drinking Fountains for Wellness Facility and capping 2" line at Clearview Highschool.

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be

0.00 4,287,000,00

4,288,192,79

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GPD Group	
ARCHITECT (Fig.	name)
1	
BIGNATURE	
Russell Gayheart,	Project Architect
PRINTED NAME A	ID TITLE

Seitz Builders, Inc.

SIGNATURE

Robert Seitz

PRINTED NAME AND TITLE

Clearview Local School District

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

See attached PCOS#2 dated 9/29/21

SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #2 – SOAP DISPENSERS FOR WASH FOUNTAINS, PROVIDE EXTERIOR RATED DRINKING FOUNTAINS AND CAP 2" WATERLINE.

SUBMITTED TO: RUSSELL GAYHEART

GPD GROUP

DATE: 9-29-21

OWNER'S NAME: CLEARVIEW LOCAL SCHOOLS

JOB NAME: CLEARVIEW WELLNESS AND FITNESS CENTER

EXISTING CONTRACT OR PROJECT NO. & DATE: 2018.200.19 AUST 7, 2021

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # – 2 SEE ATTACHED QUOTES FROM	A HERCULES FIRE PROTECTION AND PLUMBING	\$	1,007.00
• -	\$75.00/HR COST OF SUPERVISION AND FIELD ATTRIBUTED TO THIS CHANGE	\$	
TOTAL COSTS 15 % OVERHEAD		\$ \$	1,007.00 151.05
SUBTOTAL		\$	1,158.05
3% BOND & INSURANCE		\$	34.74
SUBTOTAL		\$	1,192.79
DOCUMENTS. WE WILL NEE		S WORK, ACT DOCUMENTS	
SIGNATURE:OWNER	DATE		
SIGNATURE: SEITZ BUILDERS, INC.	DATE		
NO WORK WILL COMMENCE	UNTIL SIGNED ACCEPTANCE IS RECEIVED P	ER THE	

SEITZ BUILDERS, INC.

CONTRACT.

PAGE 3 OF 3

CHANGE ORDER ARTICLES

(To be included with each Change Order agreement)

ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE-CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

CWFC- P.C.O.S. #2



Contract Change Request Change Order #CO-21-105

August 30, 2021

Attn:

Nick Hurst

Seitz Builders Inc. 8055 Broadview Rd

Broadview Heights, OH 44147

Re:

Clearview School District Health & Wellness Building

4700 Broadway Ave Lorain, OH 44052

Dear To Whom It May Concern,

Pursuant to your authorization and/or request, changes and additions in the work specified in the above numbered contract will be made upon the premises at: Clearview School District Health & Wellness Building.

It is agreed that such changes and additions will constitute an <u>addition</u> to the contract in the amount of

Three Hundred Fifty-Nine Dollars & 00/100.....+(\$359.00)

The aforementioned sum will be added to the original value of the contract. All work performed hereunder shall be in accordance with the terms and conditions of the above numbered contract (original).

This change order request is for the inclusion of the deduction(s) and alteration(s) within the Clearview School District Health & Wellness Building.

 Price is to provide liquid soap dispensers for the (03) wash fountains that were not on the original fixture schedule.

Performance of the work described above shall not begin until receipt of written acceptance is received. Acceptance of such work shall be deemed **Change Order #CO-21-105**.

Sincerely,

David J. Ritchey

To accept this proposal, please sign, date and email to sales@herculesfire.com.

Signed:	Printed Name:
Title:	Date of Accentance

CHANGE ORDER PRICING REVIEW

Date: 30-Aug-2021

Project No.: 21028 District: County: Cuyahoga Project: Clearview Helth & Wellness Building Description: Difference in price to add liquid soap Contractor: Hercules Fire Protection & Plbg., LLC dispensers on the wash fountains. Constr. Mgr.: Seitz Builders Architect: TOTALS Additional Fringes A. Plumber: (straight time only) Type hours x rate worker classification (Plumber) \$35.78 \$0.00 X App. Training \$1.23 hours x rate Annuity 0 \$3.77 worker classification Foreman (7.5% labor) Х \$38.46 \$0.00 Other 0 x \$0.30 hours x rate = **B. FRINGES:** (on labor only, may include FICA etc.) Health & Welfare \$9.60 \$0.00 X hours x rate = Pension 0 x \$10.68 \$0.00 hours x rate = Vacation Fund 0 \$0.00 hours x rate = Taxes (FICA, SUTA) 0 \$3.31 X \$0.00 hours x rate = Group Fringes (shown in table at right) 0 x \$5.30 \$0.00 hours x rate = Total \$5.30 C. EQUIPMENT RENTALS 0 x \$115.00 \$0.00 (Heavy/specialized equipment) day x rate = D. OWNED EQUIPMENT 0 x \$75.00 \$0.00 (Heavy/specialized equipment re: AED Blue Book) day x rate = E. FIRE SPRINKLER DESGIN 0 x \$100.00 \$0.00 hours x rate = Subtotal (A,B,C,D,E): \$0.00 F. OVERHEAD: @ 10 % (on items A,B,C,D & E =< 10%) \$0.00 G. MATERIALS \$108.79 \$326.36 (Contractor's actual cost only, this applies to subcontractors also) ... quantity x unit cost Subtotal (A,B,C,D,E,F,G): \$326.36 H. PROFIT: 10% (on items A,B,C,D,E,F & G) \$32.64 (profit on 'G' requires addendum to contact) Subtotal (A thru H): \$359.00 I. SUBCONTRACTOR (reasonable cost for all labor & material) \$0.00 J. SUBCONTRACTOR MARKUP \$0.00 (markup is = or < 10%) Subtotal (I and J): \$0.00 TOTAL COST (A thru H) + (I and J): \$359.00 K. MISCELLANEOUS ITEMS (allowable @ cost only) 1. Bond extension Total Cost x 0.00% \$0.00 2. *Premium portion of approved OT wages \$0.00 3. Fees for permits, licenses, etc. \$0.00 4. *Lodging and travel due to special circumstances \$0.00 (not to exceed state travel guidelines) TOTAL COST (A thru H) + (I and J) + (K): \$359.00 *Approved Items = must be approved by both owners, CM and A/E prior to work being performed



Contract Change Request Change Order #CO-21-099

August 13, 2021

Attn: Nick Hurst

Seitz Builders Inc. 8055 Broadview Rd

Broadview Heights, OH 44147

Re:

Clearview School District Health & Wellness Building

4700 Broadway Ave Lorain, OH 44052

Dear To Whom It May Concern,

Pursuant to your authorization and/or request, changes and additions in the work specified in the above numbered contract will be made upon the premises at: Clearview School District Health & Wellness Building.

It is agreed that such changes and additions will constitute an addition to the contract in the amount of:

Five Hundred Thirty-Three Dollars & 00/100.....+(\$533.00)

The aforementioned sum will be added to the original value of the contract. All work performed hereunder shall be in accordance with the terms and conditions of the above numbered contract (original).

This change order request is for the inclusion of the deduction(s) and alteration(s) within the Clearview School District Health & Wellness Building.

Price is to replace the specified drinking fountains on the bid docs due to them not being exterior rated. This is
for the price difference for (02) exterior rated drinking fountains in lieu of the previously specified drinking
fountains. Specifications for these drinking fountains were provided by others.

Performance of the work described above shall not begin until receipt of written acceptance is received. Acceptance of such work shall be deemed **Change Order #CO-21-099**.

Sincerely,

David J. Ritchey

To accept this proposal, please sign, date and email to sales@herculesfire.com.

Signed: _____ Printed Name: _____

Title: ____ Date of Acceptance:

CHANGE ORDER PRICING REVIEW

Date: 13-Aug-2021 Project No.: 21028 District: County: Cuyahoga **Project:** Clearview Helth & Wellness Building Description: Price is the difference in price from the Contractor: Hercules Fire Protection & Plbg., LLC specified drink fountain and change to an Constr. Mgr.: Seitz Builders exterior rated drinking fountain. **Architect:** Additional Fringes TOTALS A. Plumber: (straight time only) Туре hours x rate worker classification (Plumber) \$35.78 App. Training \$0.00 \$1.23 hours x rate = Annuity 0 \$3.77 worker classification Foreman (7.5% labor) 0 x \$38.46 \$0.00 Other 0 x \$0.30 hours x rate = **B. FRINGES:** (on labor only, may include FICA etc.) Health & Welfare 0 x \$0.00 hours x rate = Pension 0 x \$10.68 \$0.00 hours x rate = Vacation Fund 0 x \$0.00 hours x rate = Taxes (FICA, SUTA) X \$0.00 hours x rate = Group Fringes (shown in table at right) 0 x \$5.30 \$0.00 hours x rate = Total \$5.30 C. EQUIPMENT RENTALS 0 x \$115.00 \$0.00 (Heavy/specialized equipment) day x rate = D. OWNED EQUIPMENT 0 x \$75.00 \$0.00 (Heavy/specialized equipment re: AED Blue Book) day x rate = E. FIRE SPRINKLER DESGIN 0 x \$100.00 \$0.00 hours x rate = Subtotal (A,B,C,D,E): \$0.00 F. OVERHEAD: @_10___% (on items A,B,C,D & E =< 10%) G. MATERIALS \$242.27 \$484.55 (Contractor's actual cost only, this applies to subcontractors also) quantity x unit cost Subtotal (A,B,C,D,E,F,G): \$484.55 H. PROFIT: 10% (on items A,B,C,D,E,F & G) \$48.45 (profit on 'G' requires addendum to contact) Subtotal (A thru H): \$533.00 I. SUBCONTRACTOR (reasonable cost for all labor & material) \$0.00 J. SUBCONTRACTOR MARKUP \$0.00 (markup is = or < 10%) Subtotal (I and J): \$0.00 TOTAL COST (A thru H) + (1 and J): \$533,00 K. MISCELLANEOUS ITEMS (allowable @ cost only) 1. Bond extension Total Cost x 0.00% \$0.00 2. *Premium portion of approved OT wages \$0.00 3. Fees for permits, licenses, etc. \$0.00 4. *Lodging and travel due to special circumstances \$0.00 (not to exceed state travel guidelines) TOTAL COST (A thru H) + (I and J) + (K): *Approved Items = must be approved by both owners, CM and A/E prior to work being performed



Contract Change Request Change Order #CO-21-109

September 24, 2021

Attn: Nick Hurst

Seitz Builders Inc. 8055 Broadview Rd

Broadview Heights, OH 44147

Re:

Clearview School District Health & Wellness Building

4700 Broadway Ave Lorain, OH 44052

Dear To Whom It May Concern,

Pursuant to your authorization and/or request, changes and additions in the work specified in the above numbered contract will be made upon the premises at: Clearview School District Health & Wellness Building.

It is agreed that such changes and additions will constitute an addition to the contract in the amount of

One Hundred Fifteen Dollars & 00/100.....+(\$115.00)

The aforementioned sum will be added to the original value of the contract. All work performed hereunder shall be in accordance with the terms and conditions of the above numbered contract (original).

This change order request is for the inclusion of the deduction(s) and alteration(s) within the Clearview School District Health & Wellness Building.

Price is to cut and cap the existing 2" water line that supplied the existing concession building.

Performance of the work described above shall not begin until receipt of written acceptance is received. Acceptance of such work shall be deemed **Change Order #CO-21-109**.

Sincerely,

David J. Ritchey

To accept this proposal, please sign, date and email to sales@herculesfire.com.

Signed: _____ Printed Name: _____

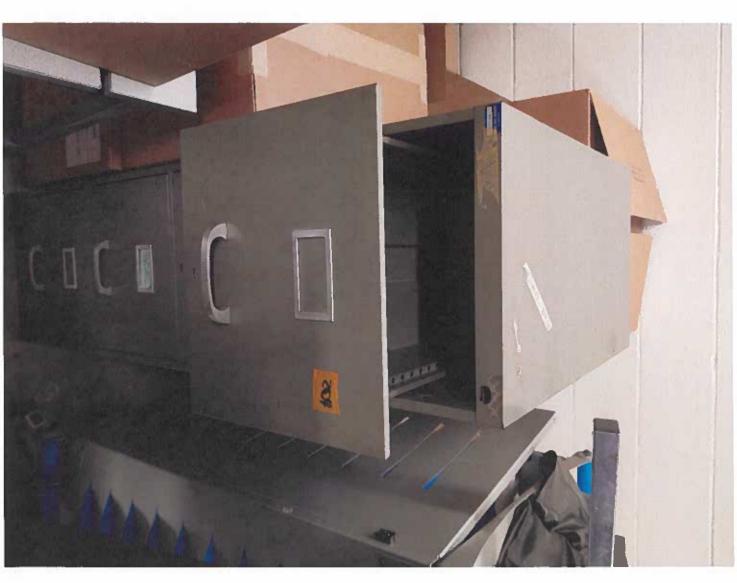
Title: ____ Date of Acceptance:

CHANGE ORDER PRICING REVIEW Date: 24-Sep-2021

Project No.:	2	1028	District:				County:	Cuy	/ah	oga
Project:	Clearview	Helth & We	llness Buildin	e Desci	iption:	Cap existing	- ; 2" water line			- 8
Contractor:	Hercules Fire	Protection & P	lbg., LLC	•	-		,			
Constr. Mgr.;	Seitz Builders	3		-					_	
Architect:				-					_	
4 D4 4				-		TOTALS	Additional Fr	inges		_
A. Plumber:	(straight time on						Туре	hours	X	rate
worker classification	ation	(Plumber)		hours x		\$35.78	App. Training		ıı	\$1.23
worker classifica	ation	Foreman (7	7.5% labor)	0.075 x		\$2.88	Annuity Other	1.075 1.075		\$3.77 \$0.30
B. FRINGES:		(on labor only, r	may include FICA etc		x late -				Н	
Health & W	elfare			1.075 x	\$9.60 × rate =	\$10.32				
Pension		**********		1.075 x	\$10.68	\$11.48				
Vacation Fu	nd	***********		1.075 x	\$0.00	\$0.00			П	
Taxes (FICA,	SUTA)	**********	•••••	1.075 x	\$3.31	\$3.56				
Group Fringe:	s (shown in ta	able at right)		1.075 x	\$5.30	\$5.70			Н	
				hours	c rate =		Total	1.075	x	\$5.30
C. EQUIPMEN		S		0 x	\$115.00	\$0.00				
(Heavy/specializ				day x	rate =		•			
D. OWNED EQ (Heavy/specializ		e: AED Blue Boo	ok)	0 x	\$75.00 rate	\$0.00				
E. FIRE SPRIN	KLER DES	GIN		0 x	\$100.00 c rate =	\$0.00				
			Subtotal (A,	B,C,D,E):		\$69.72	•			
F. OVERHEAD): @_10 <u></u>	%	(on items A,B,0	D&E=<10)%)	\$6.97				
G. MATERIAL				Ιx	\$27.85	\$27.85				
(Contractor's actual co	st only this applies to	subcontractors also)		quantity x	unit cost	927.03	•			
			Subtotal (A,	B,C,D,E,F,	G):	\$104.54				
H. PROFIT: (profit on 'G' requ	@ uires addendum	10% to contact)	(on items A,B,C,£	O,E,F & G)	*********	\$10.45				
					Subtotal (A thru H):	\$115.00			
I. SUBCONTR										
(reasonable cost for	r all labor & mater	rial)		0		\$0.00				
J. SUBCONTR.	ACTOR MA	RKUP		5%		\$0.00				
(markup is = or < 1	0%)				Subtotal (I and J):	\$0.00			
			TOTAL	GOST ()				l		
			IUIAI	LCOST (A	thru H) + (I and J):	\$115.00			
K. MISCELLAN										
	1. Bond exter		Cost x	0.00%	********		\$0.00			
	3. Fees for pe	portion of appr smits, licenses.	oved OT wages			*************	\$0.00			
	 *Lodging a 	nd travel due to eed state travel g	o special circums	stances			\$0.00 \$0.00			
	(not to exc	ood state ifavel g				i	Maria Maria Maria			
*Approved Item	ıs = must be	approved by	TOTAL CO: y both owners	ST (A thru , CM and .	H) + (I and A/E prior t	J) + (K): o work being	\$115.00 performed			
					-	- 0	-			



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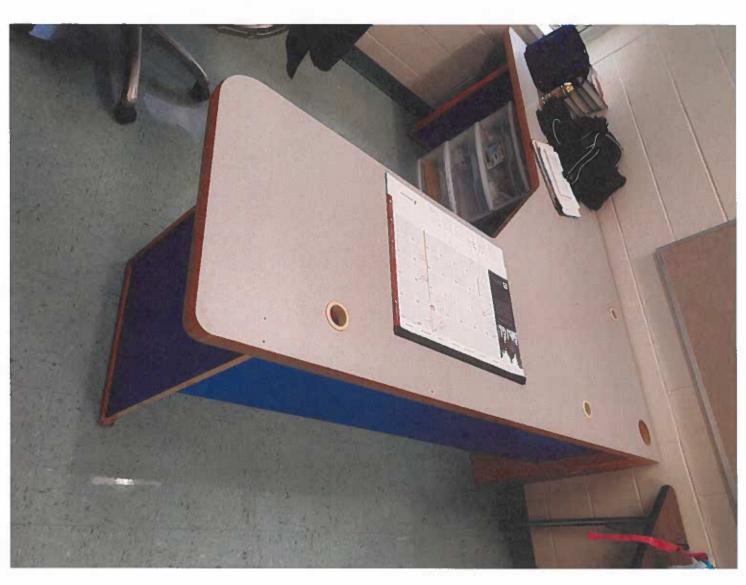
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2021-2022 Course Reimbursement and Movement on Pay Scale

Name	Reimbu	irsement Amount	Movement
Alberti, Eve	\$	374.00	
Anderson, Jennifer	\$	360.00	
Bednarski, Haley	\$	1,336.20	MA
Benzel, Doug			MA
Bray, Patrick	\$	1,030.00	
Castor, Catherine	\$	558.86	
Cole, Ericka	\$	748.00	MA+15
Cooley, Kari	\$	748.00	MA+15
Cooper, Dustie	\$	753.00	MA+30
Crawford, Erica	\$	734.00	
Dahman, Robin	(150		MA+30
Dane, Dianna	\$	728.00	MA+30
Dimacchia, Johnna	\$	728.00	MA+30
Dimacchia, Nick	\$	788.00	
Duke, Tiffany	\$	1,050.00	MA
Foster, Chrissy	\$	613.00	MA+15
Gleason, Joel	\$	930.00	MA+15
Henderson, Debbie	\$	903.00	MA+60
Jones (Jackson), Amy	\$	1,410.00	MA
Jones, Miles			BA+15
Katterle, Beth	\$	2,100.00	
Leonhardt, Stephanie	\$	374.00	
Lewis, Ryan			MA+30
Majoras, Mark	\$	728.00	
McMillion, Kelly	\$	708.00	MA+30
Miller, Holly			MA
Painter, Robert	\$	748.00	MA+60
Phillips, Paula	0.800		BA+15
Rios, Hillary	\$	2,100.00	MA+30
Schwartz, Anne	\$	465.00	
Sloboda, Hollie	\$	808.00	
Smercina, Jennifer	\$	764.00	MA
Southard, Marci	\$	728.00	MA+60
Stillwagon, Stephanie	\$	918.00	MA+60
Strader, Joseph	\$	2,100.00	ing with the little
Streator, Molly	\$	869.00	MA+60
West, Lurlene	\$	708.00	

Administrators

Nowak, MaryAnn	\$ 500.00	
Fazio, Jennifer	\$ 624.00	
Davis, Jerome	\$ 2,450.00	Ph.D
Stark, Lynne	\$ 1,783.86	MA+30