

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"



**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

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:

	<u>Hyland Software, Inc.</u>
Customer Name	
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Hyland Legal

Approved By:

Date:

**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 Clearview Local Schools ("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:

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- (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:

Clearview Local Schools
Customer Name

By: Mary Ann Nowak
Print Name: MARY ANN NOWAK
Title: Treasurer/CFO
Date: 10/11/2021

Hyland Software, Inc.

DocuSigned by:
By: Naveed Kiyani
CT2660F7CAF8474
Print Name: Naveed Kiyani
Title: Senior Vice President
Date: November 4, 2021 | 16:09:44 EDT

Hyland Legal
Approved By: ML
Date:

November 4, 2021 | 16:06:14 EDT



OHIO SCHOOL BOARDS ASSOCIATION
Public Official Bond Program

TREASURER BOND APPLICATION

Check one: New Bond X Renewal of Expiring Bond Rider Cancellation

Date of Application 4/20/2020 Expiring Bond Number 106996410

Treasurer's Name Mary Ann Howard

School District Clearview Local School District

Address 4700 Broadway

City Lorain Zip Code 44052 County Lorain

Is the district an OSBA Member? Yes No

If you are an academy or charter school, please provide your sponsoring district _____

BOND MUST BE WRITTEN THROUGH THE END OF THE TREASURER'S CURRENT CONTRACT.

Requested Bond Term Inception 8/1/2020 Expiration 7/31/2023 *SB 7/31/2024*

PREMIUM CALCULATION

Class Code 108 (Treasurers)

Limit Amount	Policy Term (in years)				
	1	2	3	4	5
\$25,000 or less	\$100	\$175	\$250	\$325	\$400
\$40,000	\$105	\$184	\$263	\$341	\$420
\$50,000	\$128	\$224	\$320	\$416	\$512
\$75,000	\$170	\$298	\$425	\$553	\$680
\$100,000	\$213	\$373	\$533	\$692	\$852
\$150,000	\$298	\$522	\$745	\$969	\$1,192
\$250,000	\$468	\$819	\$1,170	\$1,521	\$1,872
\$500,000	\$701	\$1,227	\$1,753	\$2,278	\$2,804

\$100 MINIMUM BOND PREMIUM

THIS IS A LEGAL DOCUMENT – PLEASE TYPE OR PRINT LEGIBLY.

Bond No.

Applicant's Name in full (As it should appear on the bond) <i>Mary Ann Nowak</i>		Phone <i>440-949-6320</i>
Applicant's Home Address (Street Address, City, State and Zip Code) <i>335 Maple Ave., Sheffield Lake, OH 44054-1707</i>		Fax:
Type of Bond Required? <i>Treasurer</i>		Email:
Amount of Bond <i>\$ 100,000.00</i>		Social Security Number <i>8746</i>
Effective Date <i>\$ 8/1/2020</i>		
If a special bond issue, what is the purpose?		
1 Has an application for this bond been declined by another company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, which surety and why?		
Currently bonded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name of surety and reason for change.		
Has the Applicant professionally or personally:		
a. Had any lawsuits or judgments against them? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b. Ever failed in business or declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. Ever been convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Ever had their license suspended, revoked or denied, or been subject to any legal/administrative proceedings resulting in disciplinary action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. Ever been party to a surety bond claim? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<i>(If any answers are "yes", please provide details on a separate page.)</i>		
Obligee Name and Address		

PLEASE PROVIDE THE FOLLOWING ADDITIONAL INFORMATION

Has the Applicant experienced any public official losses in the last five years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide details.	
Official Title of Applicant <i>Treasurer/CFO</i>	<input type="checkbox"/> Elected <input checked="" type="checkbox"/> Appointed
Term of Office in Years <i>3</i>	Start Date: <i>8/1/2020</i> End Date: <i>7/31/2023</i> <i>AB 7/31/2022</i>
2 Has the Applicant previously occupied this position? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, during what period?	
Does the Applicant currently have E&O or Liability Insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide the following information:	
Company: <i>Soraa</i>	Limit: <i>\$1m</i> Policy Number: <i>SD0472</i>

AGENT'S RECOMMENDATION

3 Describe the length and nature of your relationship with the Applicant: <i>OSBA Sponsored Program</i> <i>member of OSBA</i>	
Do you recommend the Applicant for this bond? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Why? <i>Treasurer is in good standing</i>	
4 1. Amount of money handled during an annual term \$ <i>25M</i>	
2. Largest amount at any one time under your control \$ <i>200M</i>	
3. Are funds deposited as received? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Have you agreed to use only depositories designated by your superiors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Section "4" continued on next page	
5. Does the Applicant have the authority to withdraw funds from depository by check? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "yes", is countersignature required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No By whom?	

4

6. Is Applicant a custodian of securities? Yes No
 If "yes", what amount? \$ 12M
 Where are securities kept? STAR Ohio, Chase, Huntington, Buckeye Bank
 Is there joint control? Yes No
 If "yes", by whom?

7. Are your accounts audited on an annual basis? Yes No
 If "yes", by whom? Ohio Auditor of State

8. Did the CPA make recommendations during the last audit? Yes No
 If "yes", attach a copy of the recommendations and management's response

9. Does the Applicant collect taxes? Yes No

10. To whom and when does the Applicant make a report of insolvencies and delinquencies?

11. Is the Applicant responsible for investment of funds? Yes No
 If "yes", is there a published investment policy which has been approved by obligee? Yes No

12. Is there someone other than the Applicant checking at least annually to be sure the investment policy is being followed? Yes No

INDEMNITY AGREEMENT

5

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth without reservation and are made for the purpose of inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows: Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise: a) to promptly reimburse Company for all sums paid and b) to deposit with Company on demand an amount sufficient to discharge any claim made against the Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the bond.

Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. An Indemnitor may terminate participation in this Agreement with respect to future renewals or substitution bonds or undertakings by providing written notice to Company of such intent to terminate. Such notice shall be addressed to Travelers Bond & Financial Products, Attention: Vice President-PNP, One Tower Square, Hartford, Connecticut 06183 and shall become effective sixty (60) days after Company's receipt of the same. Termination hereunder shall not relieve the terminating Indemnitor(s) from liability with respect to any renewals or substitution bonds or undertakings issued, or for which Company has obligated itself to issue, before the effective date of termination.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any material false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

Signed this 20 Day of July 2020

X _____
 Witness Sign Here

Print Name

X _____
 Witness Sign Here

Print Name

X Mary Ann Nowak
 Applicant Sign Here

MARY ANN NOWAK 8746
 Print Name and Social Security Number Above

X _____
 Additional Indemnitor Sign Here

Print Name

8186

April 20, 2020

Mary Ann Nowak
Clearview Local School District
4700 Broadway
Lorain, Ohio 44052

Dear Mary Ann:

The following bond is underwritten by Travelers and serviced by Hylant Administrative Services through the OSBA sponsored Bond Program.

Bond Type: Treasurer Bond
Bond Number: 106996410
Expiration Date: 8/1/2020

This bond will expire on the date shown above. To prevent a lapse in coverage, please complete the OSBA and Travelers applications enclosed.

As Treasurer, please sign, date and send the completed application form with your check for the premium to Hylant Administrative Services within 30 days to prevent a lapse in coverage. Questions regarding completion of the application form may be directed to me at the contact information below.

Sincerely,

Lindsay Roberts
lindsay.roberts@hylant.com
(419) 724-1939 Direct
(800) 288-6821 Toll Free
(800) 924-6615 Fax

Attachments

Hylant Administrative Services (HAS) administers the OSBA sponsored Bond Program for Public Schools, which is underwritten by Travelers. HAS also is the administrator for the Ohio School Plan (OSP), a public school property and casualty jointly administered self-insurance pool as authorized under Ohio Revised Code, Section 2744, which is also endorsed by the OSBA.

601-2510-853

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CONSULTANTS • LABORATORIES

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.

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.



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 warranty of any sort. All warranties, including warranty of merchantability or warranty 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 harmless 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: _____

Date: _____



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. I410131**

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.
Geo-Sci

EXHIBIT VII.A.6

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

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 Construction and Materials Specifications.



**Schedule of Compensation
 Materials Testing and Construction Inspection Services**

I. Personnel¹

Field Personnel

Field Technician (Concrete/Masonry) ^{2,3}	\$55.00/hr
Field Technician (Soils/Asphalt) ^{2,3}	\$65.00/hr
Steel Inspector	\$75.00/hr
Coring Crew	\$100.00/hr

Engineering

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
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II. Soil/Rock Testing

Moisture-Density Relationship (Standard) ASTM D 698	\$120.00 ea
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

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	\$40.00 ea
Grout Prism Test.....	\$75.00 ea
Use of Coring Machine & Electric Generator.....	\$135.00/day
Use of Diamond Core Barrel	\$1.75/inch/inch
Use of Dipstick Floor Profiler.....	\$550.00/day
Preparation and Testing (Compressive Strength) of Concrete Cores.....	\$55.00 ea
Petrographic Analysis	Quote Upon Request

IV. Asphalt Testing

Extraction Test / Asphalt Content ASTM D 2172.....	\$155.00 ea
Sample Preparation.....	\$50.00 ea
Particle Size Analysis ASTM D 5444	\$65.00 ea
Use of Coring Machine & Electric Generator.....	\$135.00/day
Use of Nuclear Density Gauge ASTM D 2922.....	\$65.00/day
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.....	\$65.00 ea

V. Incidental Expenses

Vehicle Mileage	\$0.58/mile
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Special Notes:

1. 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.
2. 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.



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%.

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 warranty of any sort. All warranties, including warranty of merchantability or warranty 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 harmless 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: _____

Date: _____

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Clearview Wellness Facility 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
OWNER: <i>(Name and address)</i> Clearview Local School District 4700 Broadway Avenue Lorain, Ohio 44052	ARCHITECT: <i>(Name and address)</i> GPD Group 520 South Main Street Suite 2531 Akron, Ohio 44311	CONTRACTOR: <i>(Name and address)</i> 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.)

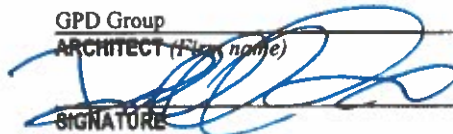
Soap Dispensers, Exterior Drinking Fountains for Wellness Facility and capping 2" line at Clearview Highschool.


The original Contract Sum was	\$ 4,287,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,287,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,192.79
The new Contract Sum including this Change Order will be	\$ 4,288,192.79

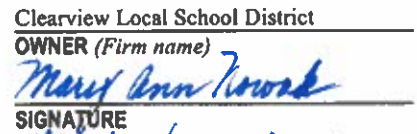
The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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 (Firm name)

SIGNATURE
 Russell Gayheart, Project Architect
PRINTED NAME AND TITLE
 9/30/2021
DATE

Seitz Builders, Inc.
CONTRACTOR (Firm name)
Authorized by Robert B. Seitz, President, Seitz Builders, Inc. email: rseitz@seitzbuilders.com, c#US Date: 2021.10.01 12:35:17 -0400

SIGNATURE
 Robert Seitz
PRINTED NAME AND TITLE
DATE

Clearview Local School District
OWNER (Firm name)

SIGNATURE
 MARY ANN NOWAK, TREAS./CFO
PRINTED NAME AND TITLE
 10/1/2021
DATE

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 HERCULES FIRE PROTECTION AND PLUMBING	\$ 1,007.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	\$ -
TOTAL COSTS	\$ 1,007.00
15 % OVERHEAD	\$ 151.05
SUBTOTAL	\$ 1,158.05
<u>3% BOND & INSURANCE</u>	<u>\$ 34.74</u>
SUBTOTAL	\$ 1,192.79

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE _____, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER 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 (\$) 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

HERCULES
FIRE PROTECTION & PLUMBING
A LIMITED LIABILITY COMPANY



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 addition 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 Acceptance: _____

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: _____

A. Plumber: (straight time only)
 worker classification (Plumber) 0 x \$35.78
 hours x rate = _____
 worker classification Foreman (7.5% labor) 0 x \$38.46
 hours x rate = _____

B. FRINGES: (on labor only, may include FICA etc.)
 Health & Welfare 0 x \$9.60
 hours x rate = _____
 Pension 0 x \$10.68
 hours x rate = _____
 Vacation Fund 0 x \$0.00
 hours x rate = _____
 Taxes (FICA, SUTA) 0 x \$3.31
 hours x rate = _____
 Group Fringes (shown in table at right) 0 x \$5.30
 hours x rate = _____

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 = _____

TOTALS	Additional Fringes			
	Type	hours	x	rate
\$0.00	App. Training	0	x	\$1.23
\$0.00	Annuity	0	x	\$3.77
	Other	0	x	\$0.30
	Total	0	x	\$5.30

Subtotal (A,B,C,D,E): \$0.00

F. OVERHEAD: @ 10 % (on items A,B,C,D & E =< 10%) \$0.00

G. MATERIALS 3 x \$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 \$0.00

J. SUBCONTRACTOR MARKUP 5% \$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 permuts, licenscs, etc. \$0.00
- 4. *Lodging and travel due to special circumstances (not to exceed state travel guidelines) \$0.00

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 Health & 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: _____

A. Plumber: (straight time only)
 worker classification (Plumber) 0 x \$35.78
 hours x rate =
 worker classification Foreman (7.5% labor) 0 x \$38.46
 hours x rate =

B. FRINGES: (on labor only, may include FICA etc.)
 Health & Welfare 0 x \$9.60
 hours x rate =
 Pension 0 x \$10.68
 hours x rate =
 Vacation Fund 0 x \$0.00
 hours x rate =
 Taxes (FICA, SUTA) 0 x \$3.31
 hours x rate =
 Group Fringes (shown in table at right) 0 x \$5.30
 hours x rate =

C. EQUIPMENT RENTALS
 (Heavy/specialized equipment) 0 x \$115.00
 day x rate =

D. OWNED EQUIPMENT
 (Heavy/specialized equipment re. AED Blue Book) 0 x \$75.00
 day x rate =

E. FIRE SPRINKLER DESGIN
 0 x \$100.00
 hours x rate =

TOTALS	Additional Fringes			
	Type	hours	x	rate
\$0.00	App. Training	0	x	\$1.23
	Annuity	0	x	\$3.77
\$0.00	Other	0	x	\$0.30
\$0.00				
\$0.00				
\$0.00				
\$0.00				
\$0.00				
\$0.00				
	Total	0	x	\$5.30

Subtotal (A,B,C,D,E): \$0.00

F. OVERHEAD: @ 10 % (on items A,B,C,D & E =< 10%) \$0.00

G. MATERIALS
 (Contractor's actual cost only, this applies to subcontractors also) 2 x \$242.27 \$484.55
 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 \$0.00

J. SUBCONTRACTOR MARKUP
 (markup is = or < 10%) 5% \$0.00

Subtotal (I and J): \$0.00

TOTAL COST (A thru H) + (I 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): \$533.00

*Approved Items = must be approved by both owners, CM and A/E prior to work being performed



Contract Change Request
Change Order #CO-21-109

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.: 21028 District: _____ County: Cuyahoga
 Project: Clearview Helth & Wellness Building Description: Cap existing 2" water line.
 Contractor: Hercules Fire Protection & Plbg., LLC
 Constr. Mgr.: Seitz Builders
 Architect: _____

A. Plumber: (straight time only)

worker classification (Plumber) 1 x \$35.78
 hours x rate =
 worker classification Foreman (7.5% labor) 0.075 x \$38.46
 hours x rate =

B. FRINGES: (on labor only, may include FICA etc.)

Health & Welfare 1.075 x \$9.60
 hours x rate =
 Pension 1.075 x \$10.68
 hours x rate =
 Vacation Fund 1.075 x \$0.00
 hours x rate =
 Taxes (FICA, SUTA) 1.075 x \$3.31
 hours x rate =
 Group Fringes (shown in table at right) 1.075 x \$5.30
 hours x rate =

TOTALS	Additional Fringes		
	Type	hours	x rate
\$35.78	App. Training	1.075	x \$1.23
\$2.88	Annuity	1.075	x \$3.77
	Other	1.075	x \$0.30
	Total	1.075	x \$5.30

C. EQUIPMENT RENTALS

(Heavy/specialized equipment) 0 x \$115.00
 day x rate =

D. OWNED EQUIPMENT

(Heavy/specialized equipment re: AED Blue Book) 0 x \$75.00
 day x rate =

E. FIRE SPRINKLER DESGIN

0 x \$100.00
 hours x rate =

Subtotal (A,B,C,D,E): \$69.72

F. OVERHEAD: @ 10%

(on items A,B,C,D & E =< 10%) \$6.97

G. MATERIALS

(Contractor's actual cost only, this applies to subcontractors also) 1 x \$27.85
 quantity x unit cost

Subtotal (A,B,C,D,E,F,G): \$104.54

H. PROFIT:

@ 10% (on items A,B,C,D,E,F & G) \$10.45
 (profit on 'G' requires addendum to contact)

Subtotal (A thru H): \$115.00

I. SUBCONTRACTOR

(reasonable cost for all labor & material) 0 \$0.00

J. SUBCONTRACTOR MARKUP

(markup is = or < 10%) 5% \$0.00

Subtotal (I and J): \$0.00

TOTAL COST (A thru H) + (I and J): \$115.00

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): \$115.00

*Approved Items = must be approved by both owners, CM and A/E prior to work being performed



Contract Change Request
Change Order #CO-21-105

August 30, 2021

Attn: Nick Hurst
Seltz 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:

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 Acceptance: _____

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: _____

A. Plumber: (straight time only)

worker classification (Plumber) 0 x \$35.78
 hours x rate =
 worker classification Foreman (7.5% labor) 0 x \$38.46
 hours x rate =

B. FRINGES: (on labor only, may include FICA etc.)

Health & Welfare 0 x \$9.60
 hours x rate =
 Pension 0 x \$10.68
 hours x rate =
 Vacation Fund 0 x \$0.00
 hours x rate =
 Taxes (FICA, SUTA) 0 x \$3.31
 hours x rate =
 Group Fringes (shown in table at right) 0 x \$5.30
 hours x rate =

C. EQUIPMENT RENTALS 0 x \$115.00
 (Heavy/specialized equipment) day x rate =

D. OWNED EQUIPMENT 0 x \$75.00
 (Heavy/specialized equipment re: AED Blue Book) day x rate =

E. FIRE SPRINKLER DESGIN 0 x \$100.00
 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 3 x \$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 0 \$0.00
 (reasonable cost for all labor & material)

J. SUBCONTRACTOR MARKUP 5% \$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

TOTALS	Additional Fringes			
	Type	hours	x	rate
\$0.00	App. Training	0	x	\$1.23
\$0.00	Annuity	0	x	\$3.77
\$0.00	Other	0	x	\$0.30
<hr/>				
Total		0	x	\$5.30



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 & Ptbg., LLC specified drink fountain and change to an
Constr. Mgr.: Seitz Builders exterior rated drinking fountain.
Architect: _____

			TOTALS	Additional Fringes			
				Type	hours	x	rate
A. Plumber:	(straight time only)						
worker classification	(Plumber)	0 x \$35.78	\$0.00	App. Training	0	x	\$1.23
		hours x rate =		Annuity	0	x	\$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 \$9.60	\$0.00				
		hours x rate =					
Pension	.....	0 x \$10.68	\$0.00				
		hours x rate =					
Vacation Fund	.....	0 x \$0.00	\$0.00				
		hours x rate =					
Taxes (FICA, SUTA)	.....	0 x \$3.31	\$0.00				
		hours x rate =					
Group Fringes (shown in table at right)	.....	0 x \$5.30	\$0.00				
		hours x rate =					
C. EQUIPMENT RENTALS	(Heavy/specialized equipment)	0 x \$115.00	\$0.00				
		day x rate =					
D. OWNED EQUIPMENT	(Heavy/specialized equipment re: AED Blue Book)	0 x \$75.00	\$0.00				
		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	(Contractor's actual cost only, this applies to subcontractors also)	2 x \$242.27	\$484.55				
		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	\$0.00				
J. SUBCONTRACTOR MARKUP	(markup is = or < 10%)	5%	\$0.00				
Subtotal (I and J):			\$0.00				
TOTAL COST (A thru H) + (I 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	(not to exceed state travel guidelines)	.....	\$0.00				
TOTAL COST (A thru H) + (I and J) + (K):			\$533.00				

*Approved Items = must be approved by both owners, CM and A/E prior to work being performed



Contract Change Request
Change Order #CO-21-109

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,

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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: _____









10/6/21, 12:30 PM

Student Desk 3.jpg





BUDGET EXTENSION

HZW ENVIRONMENTAL CONSULTANTS, LLC
6105 Heisley Road
Mentor, Ohio 44060
(440) 357-1260 ♦ Fax (440) 357-1510

JOB NUMBER H21329BE

DATE 10/7/2021

CLIENT Clearview Local Schools

ADDRESS 4700 Broadway Avenue

CITY-STATE-ZIP Lorain OH 44052-

PHONE (440) 233-5412

FAX (440) 233-6034

ATTN: Ms. Mary Ann Nowak

LOCATION AND DESCRIPTION OF WORK AND BASIS OF CHARGES

TITLE: Re-visit Site/Revise Mapping - Lorain

LOCATION: 19-acre north portion of Parcel 0201003262044 located in the city of Lorain, Lorain County, Ohio (Study Area)

DESCRIPTION: Task 3: Re-visit the Study Area and revise mapping

FEES: Task 3 (Re-visit and Revised Mapping): Lump Sum Fee of \$680.00

NO WORK TO PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

Terms

Invoices rendered for work performed in the preceding month and are due and payable within 25 days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances of payment past due shall be in accordance with the attached Standard Provisions.

Acceptance

Upon the authorized signature of both parties to this contract they agree to the above prices, specification and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner _____

By _____

Authorized Signature

Date Accepted _____

HZW ENVIRONMENTAL CONSULTANTS, LLC

By Rachel Davidson

Rachel M. Davidson

Date October 7, 2021

- 1. Information Provided by Others.** Client shall provide to HZW Environmental Consultants, LLC, ("Consultant") all pertinent background information related to the project. The sources of any such information may include, but are not limited to, Client. Client recognizes that it is impossible for Consultant to assure the sufficiency or accuracy of such information, either because it is impossible to do so, or because of errors or omissions by others which may have occurred in assembling the information. Accordingly, Consultant may rely on all information provided to it, and Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from errors, omissions, or inaccuracies in documents or other information provided to Consultant by sources which may include, but are not limited to, Client, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of, or otherwise regarding, any such claim.
- 2. Right of Entry.** Client shall provide or assist Consultant in gaining the right to enter property owned by Client and/or other(s) in order for Consultant to fulfill the scope of services included hereunder.
- 3. Notification of Hazardous Materials.** When wastes, materials and/or substances or other materials or substances hazardous and/or toxic to human health or to the environment, whether regulated or unregulated, ("Hazardous Materials") are known, assumed or suspected to exist at a site, Consultant is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that Consultant deems prudent to minimize risks to its employees and the public. Should Client know or have any reason to assume or suspect that Hazardous Materials exist at the project site, Client will inform Consultant prior to project initiation, and advise Consultant of such known or suspected Hazardous Materials' type, quantity, and/or location.
- 4. Scope of Services.**

 - a. In the event that the Scope of Services for this Agreement was developed by Consultant, Client acknowledges that it was prepared at Client's direction and without input from Client and/or other professionals retained (directly or indirectly) by Client. Client further acknowledges that, as a result, Consultant has been required to make various assumptions about Client's needs and preferences, as well as Client's ability to obtain certain services from other sources. Accordingly, Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from the assumptions made by Consultant in developing the Scope of Services and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such assumption in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.
 - b. In the event that the scope of services for this project was developed by a party other than Consultant, Consultant makes no claims as to its adequacy, since Consultant was not involved in or privy to the information and considerations that it reflects. Accordingly, Client acknowledges that Consultant is forced to assume that the scope of services is fully adequate for Client's purposes. Client also acknowledges and understands that Consultant assumes that Client has an alternative source from which to obtain any needed or desired services not listed. Accordingly, Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from Consultant's failure to perform services limited by or not included in the scope of services, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.
- 5. Disturbance of Property/Adverse Property Conditions.** Client understands that use of exploration equipment may cause some disturbance to the property, the correction of which is not part of this Agreement. Client also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may affect a property's value. Accordingly, Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from said conditions, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.
- 6. Limiting Conditions:** Certain conditions may be encountered in the field which limit the Consultant's ability to complete all or part of the Scope of Services. These may include (but are not limited to) locks on gates, doors, or fences; flooded basements; immovable equipment or machinery; structurally unsound buildings, walkways, "cat walks", etc.; snow cover; debris/fill piles; or active game hunting in the immediate area where the Consultant is to implement the Scope of Services. In the event of a limiting condition, the Consultant will endeavor to contact the Client as soon as practical to advise of the limiting condition, and request direction on how to complete the Scope of Services, given the limiting condition. Should the Client direct the Consultant to return to the site once the limiting condition has been removed or otherwise abated, such a re-inspection of the work site by the Consultant may be considered an Additional Service, and subject to additional compensation above that contemplated in the original agreement. Should the Client direct the Consultant to disregard the limiting condition, the Client will waive any claim against Consultant, and agree to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from said conditions, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.
- 7. Job Site Safety.** Consultant is responsible for its own employee's activities on the job site. Neither this Agreement, nor the professional activities of Consultant, nor the presence of Consultant or its employees and/or subcontractors shall be construed to imply Consultant has responsibility for the methods of work performance, superintendence, sequencing of construction, or safety of others in, on, or about the job site.
- 8. Opinions of Cost.** Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to the costs of services, construction or materials shall be made on the basis of its experience and qualifications and represent its best judgment; however, Consultant cannot and does not guarantee that bids or actual costs will not vary from opinions of probable cost.

- 9. Graphic Presentation of Wetland Boundaries.** Client acknowledges and agrees to the following: Many wetland investigations are conducted on properties devoid of physical landmarks. The graphic presentation of wetland boundaries on maps and in reports will be based upon field measurement techniques (such as compass triangulation, pace-and-compass traverses, etc.) using available physical landmarks. The graphic presentation of wetland boundaries is, therefore, approximate given these limitations, as will be any calculation of wetlands area based upon this graphic presentation. Should precise presentation of wetland boundaries or total wetlands area be required by Client, a registered professional land surveyor should be retained to provide this information to Consultant.
- 10. Field Boundary Location.** Client acknowledges and agrees to the following: Wetland boundaries are subjective, based upon Consultant's, or another trained investigator's interpretation regarding the satisfaction of wetland criteria at the time of the field investigation. In the field, Consultant will use flagging to denote its interpretation of wetland boundaries. If Client requires staking or more permanent marking of wetland boundaries, Client will advise Consultant, so that the scope and fee of this Agreement may be modified, as appropriate.
- 11. Reuse and/or Revision of Documents.** All documents prepared by Consultant pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purposes intended will be at Client's sole risk and without liability or legal exposure to Consultant; and Client shall indemnify and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising, or allegedly arising, out of or resulting therefrom. Any revision, verification or adaptation after Consultant's submission of its final work-product to Client will entitle Consultant to further compensation in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.
- 12. Standard of Care.** In performing its professional services hereunder, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing at the same time in the same or similar locality. No other warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services hereunder.
- 13. Maintenance of Professional Standards and Ethics.** Client acknowledges that Consultant's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply to Consultant. Client further acknowledges that the responsibility for making reports or disclosures to any governmental agency or third party is solely that of the Client and/or the owner of the property that is the subject of the services, unless otherwise required by prevailing legal or professional standards.
- 14. Notice of Deficiency.** Client, Client's personnel, contractors and subcontractors shall promptly notify Consultant of any deficiency or suspected deficiency in Consultant's work, in order that Consultant may take prompt, effective measures to address any perceived deficiencies.
- 15. Invoices.** Invoices will be submitted by Consultant to Client monthly for services performed and expenses incurred pursuant to this Agreement. Client recognizes that time is of the essence with respect to payment of Consultant's invoices and that timely payment is a material part of the consideration of this Agreement. Payment of each such invoice will be due within twenty five (25) days. A service charge will be added to delinquent accounts at the maximum rate allowed by law for each month of delinquency.
- 16. Non-Contingency.** Client acknowledges and agrees that the payment for services rendered and expenses incurred by Consultant pursuant to this Agreement is not subject to any contingency unless expressly set forth in writing in this Agreement.
- 17. Failure to Pay.** If Client fails to make any payment due Consultant for services and expenses within sixty (60) days after Consultant's transmittal of its invoice therefor, Consultant may, after giving seven (7) days' advance written notice to Client, suspend services under this Agreement until it receives payment in full for all amounts due. Consultant may also initiate legal proceedings to collect. In cases where the Consultant has issued reports and/or letters of reliance, Consultant may also notify the Client and any other party to which these reports and/or letters of reliance were issued of the Consultant's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of the Consultant, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return of all documents and/or letters of reliance, and provide written notification to any party to which Consultant's reports or data were disseminated, notifying them of the Consultant's withdrawal of reliance. In addition to all amounts due and payable pursuant to Consultant's invoices, Consultant may collect accrued interest and its reasonable attorneys' fees and other expenses related to the collection proceeding. Such expenses shall include, but shall not be limited to, the cost of the time devoted by Consultant's officers, directors, employees, and agents devoted to such proceeding and Consultant's related expenses, determined in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.
- 18. Compensation for Additional Services.** The undertaking of Consultant to perform professional services under this Agreement extends only to those services specifically described herein. If Client and Consultant agree that Consultant shall perform additional services ("Additional Services") hereunder, Client shall pay Consultant for the performance of such Additional Services (in addition to all other amounts payable under this Agreement) in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.
- 19. Changed Conditions.** In the event of an occurrence or discovery that was not originally contemplated by or known to Consultant in developing the original scope of services and fees, Consultant, in its sole discretion, may request modification of this Agreement. In the event of such a request, Consultant shall identify to Client the change in conditions which, in Consultant's judgment, make such modification necessary. If a modified Agreement or specific Additional Services cannot be agreed to, this Agreement may be terminated.

20. Changed Costs. Consultant shall have the right to increase the compensation payable by Client to Consultant for any non-lump sum project in the event that performance of this Agreement extends beyond March 1 (the date on which Consultant annually revises its fee and reimbursement schedule) of any calendar year and/or in the event that Consultant must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided that Consultant shall give Client thirty (30) calendar days' prior notice as to the cause for escalation and justification for the additional amounts involved.

21. Indemnification by Consultant. Consultant is protected by Workmen's Compensation Insurance and other insurance, and will furnish certificates of insurance upon request. Consultant agrees to hold Client harmless from loss, damage, injury, or liability arising, or allegedly arising, directly from the negligent acts or omissions of Consultant, its employees, agents, subcontractors and their employees and agents to the extent that the same is actually covered and paid under the foregoing policies of insurance.

22. Limitation of Liability. To the fullest extent permitted by law, Client will limit any and all liabilities, claims for damages, costs of defense, and/or expenses to be levied against Consultant (whether by Client or by any other person or entity) on account of any and all defects, errors, omissions, negligence and other claims and liabilities to the amount actually paid in compensation to Consultant or paid under said insurance policies, whichever is greater. Client shall defend, indemnify and hold Consultant harmless from any claim or liability in excess of this amount. Further, Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by Consultant of such limitation on, and indemnification for, claims and liabilities, and require as a condition precedent to its performance of such work an identical limitation on, and indemnification for, claims and liabilities on its part as against Consultant. In the event Client fails to obtain an identical limitation and indemnification provision, Client shall indemnify and hold Consultant harmless for any claims and liabilities in such a manner and to such extent that the aggregate liability of Consultant shall not exceed the aforementioned amount.

23. Consequential Damages. Client shall not be liable to Consultant and Consultant shall not be liable to Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by Client or Consultant, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

24. Delays. Consultant's field or technical work may be interrupted due to causes beyond its control. Client shall not hold Consultant responsible for damages or delays in performance caused by acts of God or other circumstances. For purposes of this Agreement, acts of God and other circumstances beyond the control of Consultant include, but are not limited to, unusual weather; floods; epidemics; war; riots; strikes, lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; denial of, or impediment to, site access; insufficient or incomplete delivery of information requested from Client, regulatory agencies, or third parties; or inability, despite reasonable diligence, to obtain personnel, equipment or material for the project.

25. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of changed conditions or the substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by either party, Consultant will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by Consultant as a result of such termination. In the event Consultant's compensation under this Agreement is a fixed fee, upon such termination the amount payable to Consultant for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by Consultant, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

26. Confidentiality. Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's employees and subcontractors, without the prior consent of Client, all data and information which are furnished to Consultant by Client and which are marked CONFIDENTIAL; provided, however, that this provision shall not apply to data which are in the public domain, or were generated by or previously known to Consultant, or which were acquired by Consultant independently from third parties which have no obligation to Client to keep said data and information confidential. These provisions shall likewise not apply to information, in whatever form, that comes into the public domain through no fault of Consultant. Nor shall these provisions restrict Consultant from disclosing any information or data when ordered by a court, administrative agency or other authority with apparent jurisdiction. Consultant may use Client's name and a general description of Consultant's services for Client for marketing purposes.

27. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

28. Third-Party Exclusion. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Client agrees that Client shall not disclose to any third party any data, reports or other information furnished by Consultant to Client under this Agreement without the prior written consent of Consultant, and in the absence of such consent, Consultant shall have no liability to Client for claims resulting from such disclosure. Client further agrees to indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from Client's disclosure to a third party, and/or a third party's use of, any data, reports or other information furnished by Consultant.

29. Controlling Law. This Agreement shall be governed by the law of the State of Ohio without regard to its conflict of laws procedures.

30. Location of Litigation. In the event that Client wishes to commence litigation against Consultant, Client agrees that it may bring such litigation only in the Court of Common Pleas for Lake County, Ohio or in the U.S. District Court for the Northern District of Ohio, Eastern Division or such other courts which include Lake County, Ohio within their territorial jurisdictions.

31. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against Consultant by Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to Consultant, Client shall reimburse Consultant for all of its attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost to Consultant for any time spent and expenses incurred, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

32. Alternative Dispute Resolution. In the event of a dispute between Consultant and Client which is not resolved in good faith negotiation, Client agrees to negotiate in good faith to find or craft an alternative dispute resolution mechanism (i.e., a dispute resolution technique which does not involve a court of law.)

33. Time Limit for Claims. Client agrees that it will not pursue claims against Consultant more than two (2) years after Consultant's performance of the work from which the claim arises or to which it relates.

34. Extension of Protections. Client agrees to extend any and all limitations, indemnifications and waivers provided by Client to Consultant to those individuals and organizations Consultant retains for proper execution of the work. These include, but are not limited to, Consultant's officers, directors, and employees and their heirs and assigns, as well as Consultant's agents, subconsultants and subcontractors and their officers, directors, employees, and their heirs and assigns.

35. Instruments of Service. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant are copyrighted instruments of service. In the case of a failure to pay the Consultant by the Client, all such instruments of service will be considered the rightful property of the Consultant, not the Client, and returned to the Consultant in accordance with the Failure to Pay paragraph of these provisions. These instruments of service will be retained by Consultant for a period of ten (10) years following completion of the work, during which time they will be made available to Client, upon prior request, for review at reasonable times. Further, the contents of this proposal may not, for any purpose, be copied, or be provided or otherwise communicated, in whole or in part, to any party other than Client or Client's legal counsel.

36. Photographs. Photographs of any completed project embodying the services of Consultant provided hereunder may be made by Consultant and shall be considered as its property and may be used by it for publication, marketing or other promotional purposes.

37. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provision hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

38. Survival. The above terms and conditions regarding limitation of liability and indemnification shall survive the completion of the services under this Agreement and the termination of this Contract for any cause.

39. Titles. The titles used in this Agreement are for general reference only and are not part of the Agreement.

40. Merger. This Agreement constitutes the entire Agreement between Consultant and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both Consultant and Client.

Initial by Client: _____ Initial by Consultant: RD

2021-2022
Course Reimbursement
and Movement on Pay Scale

EXHIBIT XI.A

Name	Reimbursement 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		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		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	
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