

CITY OF BROOK PARK, OHIO

P/O 7-19-22 Service  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

ORDINANCE NO. 11274-2022

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
AUTHORIZING THE CONSULTING ENGINEER TO  
COMPLETE THE FINAL DESIGN AND PREPARE  
CONSTRUCTION DOCUMENTS FOR THE  
WEDO PARK RETENTION BASIN PROJECT  
AND DECLARING AN EMERGENCY

WHEREAS, the Wedo Park Retention Basin has been identified as a Project to help manage stormwater runoff within the City of Brook Park;

WHEREAS, the Northeast Ohio Regional Sewer District (NEORSDD) has indicated that costs incurred by the City for this Project would be eligible for reimbursement through the Community Cost Share Account;

WHEREAS, the City desires to have the final design and construction documents prepared for the Wedo Park Retention Basin.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

**SECTION 1:** The Consulting Engineer is hereby authorized to prepare plans and documents for the Wedo Park Retention Basin Project.

**SECTION 2:** The Mayor on behalf of the City of Brook Park is hereby authorized to contract for professional services for the Wedo Park Retention Basin Project. Payment for the aforementioned services shall be in accordance with the Exhibit "A" attached hereto.

**SECTION 3:** The money needed to complete the aforesaid transaction shall be paid from the Sewer Improvements Fund No. 459, theretofore appropriated or to be appropriated for said purpose.

**SECTION 4:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RECEIVED

JUL 19 2022

BROOK PARK CITY COUNCIL

**SECTION 5:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the final design and preparation of construction documents for the Wedo Park Retention Basin Project as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: August 23, 2022

[Signature]  
PRESIDENT OF COUNCIL

ATTEST: Carol Johnson  
CLERK OF COUNCIL

APPROVED: [Signature]  
MAYOR  
8-23-22  
DATE

F:\Jobs\187\202210 - Wedo Basin\Scope and Fee\Wedo Basin Eng Ord.docx

**CERTIFICATE**  
Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution No. 11274-2022 passed on the 23 day of August 2022 by said council.  
Carol Johnson  
Clerk of Council

I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days, commencing 8-24-22  
Carol Johnson  
CAROL JOHNSON  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

[Signature]  
DIRECTOR OF LAW

June 22, 2022

Edward Orcutt, Mayor  
City of Brook Park  
6161 Engle Road  
Brook Park, Ohio 44142

Re: City of Brook Park  
Wedo Park Retention Basin  
Final Design and Construction Documents  
Project Description and Scope of Work

Dear Mayor Orcutt,

Included below is Euthenics, Inc.'s project description and scope of work for the necessary engineering design services for the above referenced project. This letter provides information in regards to the following:

- Project Background and Purpose
- Project Description
- Scope of Services
- Fee

**Project Background:** Several areas within the City of Brook Park experience flooding on regular basis. Prior studies and inventory of actual flooding events have identified these areas. A portion of the residential neighborhood adjacent to the Wedo Park has been identified as a problematic area. Preliminary analysis from prior studies indicates that creating a stormwater retention basin in what is now Wedo Park will help to alleviate flooding in the adjacent neighborhood. A retention basin will also benefit property owners downstream (to the north) by reducing peak stormwater runoff from the area tributary to the retention basin.

**Purpose:** The purpose of the project is to construct a stormwater retention basin to reduce peak flow during rain events and reduce flooding.

**Project Description:** The project will construct a retention basin in the area that is now known as Wedo Park. Wedo Park is situated on a parcel of land (Cuyahoga County PPN 343-06-126) owned by the City of Brook Park. From visual observation of the site, the following items are currently situated on the parcel: asphalt parking lot with concrete curb, gazebo, baseball diamond including scoreboard and bleachers, misc. signage, recycling dumpsters; fencing, playground, basketball court, concrete walks, perimeter drive, cell phone tower, framed building surrounded by a fence, and several small trees. Areas outside the limits of asphalt parking and concrete walks and drive are grass.

To maximize the flooding reduction effectiveness and benefits of the project, the retention basin will be as large as possible and will therefore encompass most of the parcel. Additional flooding reduction benefit can be gained by out letting a portion of the Harrison Drive storm sewer system directly into the retention basin. This will entail the installation of a new relief storm sewer from the existing sewer in Harrison Drive to the retention basin. The associated tributary area will be removed from the Shelby Drive storm sewer system which is where it currently drains. The existing structures (homes and garages) along the northerly side of Harrison Drive are closely spaced and an adequate corridor to install the relief sewer does not currently exist. In all likelihood, a property along the north side of Harrison Drive will need to be acquired and the structures demolished to allow for the installation this sewer. This work could be competed at a later date.

The existing cell tower and small framed building adjacent to the cell tower will remain. A parking lot (albeit much smaller than the existing parking lot) will be provided on the parcel for community access. A walking path will be provided around the perimeter of the retention pond. Trees will be planted throughout the site to enhance the aesthetics of the site.

**Scope of Services:** The following is a list of anticipated scope items:

- 1) *Survey* – Topographic and boundary survey of entire parcel. Offsite survey will include obtaining the location and inverts of the existing storm sewers along Shelby Drive (sewer within the street and rear yards) and Harrison Drive. The retention basin will outlet to the existing ditch located at the northwest corner of the Wedo Park property. This ditch will also be surveyed.
- 2) *Base Mapping* – Survey data will be reduced to create a Civil 3D basemap. Existing topographic features will be shown and identified. A digital terrain model suitable to generate 1' contours will be created. Property lines will be accurately depicted for PPN 343-06-126 and the adjacent parcels. Research of County Records will be performed to obtain existing easement documents. Locations of exiting easements will be shown, and the Grantee identified on the drawings. Existing utilities will be plotted based on field observable features and record plan information.
- 3) *Geotechnical Exploration* – Soil borings will be obtained to determine the existing subsurface material. This information will be used to both facilitate the design of the retention basin and provide the contractor with the anticipated material through which the excavation will occur.
- 4) *Review of Existing Information* – Existing plans and prior studies will be obtained and reviewed.
- 5) *Hydrologic and Hydraulic Analysis and Calculations* – The existing drainage area to the retention basin will be verified based on the field survey. Time of concentrations and runoff curve numbers will also be verified. Flood routing for various storms will be routed through the retention basin based on the proposed grading plan prepared as part of the construction drawings. Hydraulic calculations will be performed to size all new storm sewers entering and exiting the retention basin.
- 6) *Construction Plans and Documents* – The following is a list of anticipated drawings and documents:

- a) Title Sheet (1 Sheet)
- b) General Notes (2 Sheets)
- c) Existing Conditions Plan (1 Sheet @ 1"= 30')
- d) Site Demolition Plan (1 Sheet @ 1"= 30')
- e) Overall Layout Plan (1 Sheet @ 1"= 40')
- f) Storm Water Pollution Prevention Plan (SWPPP) (1 Sheet @ 1"= 30')
- g) SWPPP Notes and Details (7 Sheets)
- h) Grading Plan (2 Sheets @ 1"= 20')
- i) Geometric Plan with Coordinate Layout of Retention Basin and Inlet/Outlet Structures (1 Sheet @ 1"= 30')
- j) Utility Plan (1 Sheet @ 1"= 30')
- k) Retention Basin Details (Outlet Control Structure, etc.)
- l) Storm Sewer Profiles (Retention Basin Inlet and Outlet Sewers, Harrison Drive to Retention Basin Sewer, Sewer Profiles for Parking Lot Drainage [estimate 2] - 2 Sheets @ 1"= 20' H, 1" = 5' V)
- m) Miscellaneous Details (4 Sheets)
- n) Estimated Quantities
- o) Bid Book and Specifications Manual
- p) Preliminary and final cost estimate
- 7) *Update NEORSD Hydraulic Model* – Update portion of NEORSD SWMM model to account for new retention basin. NOT IN SCOPE (update by NEORSD)
- 8) *Environmental Permits* – Prepare Ohio EPA Notice of Intent (NOI) Permit. Environmental studies and permitting beyond the NOI are not anticipate and not in scope.
- 9) *Project Management/Coordination for Design and Permitting* – Coordinate with local stakeholders including utilities, City of Brook Park, NEORSD, Ohio EPA, etc.
- 10) *Bidding Services* – Prepare bid documents and legal notice, respond to pre-bid questions, issue addendum, contract award recommendation letter. NOT IN SCOPE
- 11) *Construction Administration and Engineering During Construction* – This will include administering the construction contract on behalf of the city, construction observation services, and project closeout. NOT IN SCOPE
- 12) *As-Built Survey* - Perform topographic survey of the retention basin upon completion of the project. NOT IN SCOPE
- 13) *As-Built Analysis of the Retention Basin* – This includes flood routing analysis for the elevation versus storage volume for the as-built detention basin and as-built outlet structure geometry. NOT IN SCOPE

**Euthenics Fee:**

1.0 - Topographic, Boundary and Utility Survey	\$15,768.00
2.0 - AutoCAD Civil 3D Basemap	\$3,166.00
3.0 - Review of Existing Plans and Prior Studies	\$620.00
4.0 - Civil/Site Improvement Plans	\$58,540.00
5.0 - Hydrologic and Hydraulic Analysis	\$11,498.00
6.0 - Environmental Permits	\$1,392.00
7.0 - Project Management/Coordination	\$3,720.00
SUB-TOTAL	\$94,704.00

**Sub-Consultant Fee:**

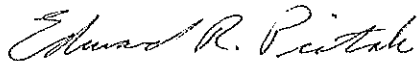
8.0 – Title Research (West Erie Realty Solutions, Ltd.)	\$1,560.00
9.0 – Soil Borings (Terracon)	<u>\$9,350.00</u>
SUB-TOTAL	\$10,910.00
GRAND TOTAL	\$105,614.00

Written authorization to proceed with any additional services will be obtained prior to commencing with any work that is not included in the Items as described herein. The fees shown in the Proposal will be held for work in progress through the end of July 2023.

If additional work or work of significantly increased complexity, clearly not contemplated in the original scope of services, is required, or if Euthenics, Inc. is required to abandon or perform or re-perform approved work, supplemental or modification agreements shall be negotiated providing for the cost and suitable profit for such work. If this Agreement is terminated during performance of the work, Euthenics, Inc. shall be paid for services rendered to the date of termination.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call if you have any questions or need additional information.

Very Truly Yours,  
EUTHENICS, INC.



Edward R. Piatak, P.E.  
Consulting City Engineer

Encls.

F:\Jobs\187\202210 - Wedo Basin\Scope and Fee\Wedo Basin Letter - 06 22 2022.docx

# Project: Wedo Retention Basin

Location: Brook Park, Ohio

From: Euthenics, Inc.

## Civil Engineering and Surveying Proposal

		Direct Exp.	Total Man Hours
Item			
1.00	Topographic, Boundary, and Utility Survey		
1.01	Research existing utility data / OUPS call and documentation		4
1.02	Set Project Control (2 Type B Monuments on State Plane, North Zone)		
1.03	Set Benchmarks and Secondary Control		8
1.04	Locate Existing Road R/W Monuments (Shelby Dr. & Harrison Dr.)		18
1.05	Field Locate Existing Utilities		8
1.06	Boundary Survey-Field Locate Property Pins		10
1.07	Survey inverts of ex. storm sewers (Wedo Park, Shelby, Harrison)		18
1.08	Topographic Survey (Includes outlet ditch)		20
1.09	Supervision		4
1.10	Direct Project Expenses	\$80.00	
	Total = \$15,768.00	\$80.00	90
2.00	AutoCAD Civil 3D Basemap		
2.01	Review existing deeds & plats (from Title Report, by others)		4
2.02	Reduce Survey Data and Create 3D Basemap		4
2.03	Plot Ex. Underground Utilities on Basemap based on Record Plans		4
2.04	Plot Property Lines (Wedo Park) and adjacent Subdivision Sublots in Basemap		12
2.05	Supervision		2
2.06	Direct Project Expenses	\$0.00	
	Total = \$3,166.00	\$0.00	26
3.00	Review of Existing Plans and Prior Studies		
3.01	Review of Existing Plans and Prior Studies		4
	Total = \$620.00	\$0.00	4
4.00	Preliminary & Final Civil/Site Improvement Plans & Cost Estimate		
4.01	Title Sheet with Location Map		16
4.02	General Notes (Estimate 2 Sheets)		32
4.03	Existing Conditions Plan (1 Sheet @ 1"= 30')		24
4.04	Site Demolition Plan (1 Sheet @ 1"= 30')		24
4.05	Overall Layout Plan (1 Sheet @ 1"= 40')		24
4.06	Storm Water Pollution Prevention Plan (SWPPP) (1 Sheet @ 1"= 30')		24
4.07	SWPPP Notes and Details (7 Sheets)		42

	<b>Project: Wedo Retention Basin</b>		
	Location: Brook Park, Ohio		
	From: Euthenics, Inc.		
	<b>Civil Engineering and Surveying Proposal</b>		
		Direct Exp.	Total Man Hours
4.08	Grading Plan (2 Sheets @ 1"= 20')		60
4.09	Geometric Plan with Coordinate Layout of Retention Basin and Inlet/Outlet Structures (1 Sheet @ 1"= 30')		32
4.10	Site Utilities Plan including Relocations		40
4.11	Retention Basin and Details		40
4.12	Storm Sewer Profiles (Retention Basin Inlet and Outlet Sewers, Harrison Drive to Retention Basin Sewer, Sewer Profiles for Parking Lot Drainage [estimate 2] - 2 Sheets @ 1"= 20' H, 1" = 5' V)		40
4.13	Miscellaneous Details (Utilities, Pavement, etc...) (4 Sheets)		32
4.14	Estimated Quantities & Cost Estimates		20
4.15	Bid Book and Specifications Manual		60
4.16	Supervision		16
4.17	Direct Project Expenses - Printing, Mileage, etc.	\$200.00	
	Total =	\$58,540.00	\$200.00 526
5.00	<b>Hydrologic and Hydraulic Analysis and Calculations</b>		
5.01	Verify Existing Drainage Area Tributary to Retention Basin based on results of Field Survey		8
5.02	Calculate Time of Concentration and Runoff Curve Numbers		8
5.03	Calculate Elevation versus Storage Capacity of Retention Basin		8
5.04	HydroCAD Analysis for Q1 through Q100 Storm Events		24
5.05	Hydraulic Calculations to Determine Outlet Control Structure Geometry		8
5.06	Hydraulic Calculations to Size New Storm Sewers Into/Out of Retention Basin		8
5.07	Retention Basin Design Report		28
5.08	Supervision		4
5.09	Direct Project Expenses - Printing, Mileage, etc.	\$50.00	
	Total =	\$11,498.00	\$50.00 96
6.00	<b>Environmental Permits</b>		
6.01	Prepare and Submit Ohio EPA Notice of Intent (NOI) Permit		12
	Environmental Studies and permitting beyond the NOI are not anticipated and not in scope		
6.02	Direct Project Expenses - Printing, Mileage, etc.	\$0.00	
	Total =	\$1,392.00	\$0.00 12



<b>Project: Wedo Retention Basin</b>			
Location: Brook Park, Ohio			
From: Euthenics, Inc.			
<b>Civil Engineering and Surveying Proposal</b>			
		Direct Exp.	Total Man Hours
7.00	Project Management/Coordination for Design and Permitting		
7.01	Project Management/Coordination for Design and Permitting		24
7.02	Direct Project Expenses	\$0.00	
	Total = \$3,720.00	\$0.00	24
8.00	Title Research (West Erie Realty Solutions)		
8.01	Title Report and Project Management	\$1,560.00	
	Total = \$1,560.00	\$1,560.00	
9.00	Geotechnical Report (Terracon)		
9.01	Soil Borings and Environmental Field Screening	\$9,350.00	
	Total = \$9,350.00	\$9,350.00	
<b>SUMMARY</b>			
<b>Task</b>	<b>Description</b>	<b>Fee</b>	
1.00	Topographic, Boundary, and Utility Survey	\$15,768.00	
2.00	AutoCAD Civil 3D Basemap	\$3,166.00	
3.00	Review of Existing Plans and Prior Studies	\$620.00	
4.00	Preliminary & Final Civil/Site Improvement Plans & Cost Estimate	\$58,540.00	
5.00	Hydrologic and Hydraulic Analysis and Calculations	\$11,498.00	
6.00	Environmental Permits	\$1,392.00	
7.00	Project Management/Coordination for Design and Permitting	\$3,720.00	
	Sub-Total (Euthenics) =	\$94,704.00	
8.00	Title Research (West Erie Realty Solutions)	\$1,560.00	
9.00	Geotechnical Report (Terracon)	\$9,350.00	
	Grand Total =	\$105,614.00	



# Cuyahoga County GIS Viewer



200 0 100 200 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

This map is a user generated static output from an Internet  
is for reference only. Data layers that appear on this map n  
accurate, current, or c

THIS MAP IS NOT TO BE USED FC

# **TITLE RESEARCH**

## PROPOSAL & AGREEMENT



### City of Brookpark – Wedo Park – Title Research

*April 7, 2022 - The following fee proposal is based on information provided to WE by Euthenics, Inc.*

1. Project Management – 1 Parcel @ \$240.00 per Parcel..... \$240.00

The project management fee is inclusive of meeting attendance with the various project partners, clerical support, the preparation of status reports and travel as may be necessary to assure timely coordination and completion of tasks involved in the title research process.

2. Title Report – 1 Full 42-Year @ \$1,320.00 per APN..... \$1,320.00

The Title Report fees shown are exclusive of those charged for courthouse copies that may need to be purchased in support of individual title reports. These non-salary direct costs will be reimbursed by the (Client) to the consultant West Erie Realty Solutions, Ltd. (WE) at their actual cost as evidenced by receipts from the respective county office. Based on information provided to us by Euthenics, Inc., the APN to be searched is 343-06-126.

Total Cost Proposal ..... \$1,560.00

Should the scope or parcel count change, WE reserves the right to adjust this agreement.

Respectfully submitted by:  
West Erie Realty Solutions, Ltd.

A handwritten signature in cursive script that reads "John Mandula".

---

John Mandula  
Regional Director Northeast Ohio  
Date: April 7, 2022

Proposal Accepted By:  
Euthenics, Inc.

---

Alan R. Platek, PE  
President  
Date: \_\_\_\_\_

# **GEOTECHNICAL**

June 21, 2022



Euthenics, Inc.  
8235 Mohawk Drive  
Strongsville, Ohio 44136

Attn: Mr. Edward R. Piatak, P.E.  
P: (440) 260-1555  
E: erpiatak@euthenics-inc.com

Re: Proposal for Geotechnical Engineering Services  
Surface Water Basin – Wedo Park  
Shelby Drive  
Brook Park, Cuyahoga County, Ohio  
Terracon Proposal No. PN6225156

Dear Mr. Piatak:

We appreciate the opportunity to submit this proposal to Euthenics, Inc. (Euthenics) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$9,350. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
Terracon Consultants, Inc.

Thomas F. McDonnell, P.E.  
Principal / Office Manager

Chett A. Sieftring, P.E.  
Manager – Geotechnical Services

Terracon Consultants, Inc. 12460 Plaza Drive Parma, Ohio 44130  
P (216) 459-8378 F (216) 459-8954 terracon.com

Environmental



Facilities



Geotechnical



Materials

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Euthenics, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Surface Water Basin - Wedo Park project ("Project"), as described in Consultant's Proposal dated 06/21/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$60,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**Client: **Euthenics, Inc.**By:  Date: **6/22/2022**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Thomas F McDonnell, P.E. / Office Manager**Name/Title: **P. Edward R. Piatak / Consulting Engineer**Address: **12460 Plaza Dr**Address: **8235 Mohawk Drive****Parma, OH 44130-1057****Cleveland, OH 44136**Phone: **(216) 459-8378** Fax: \_\_\_\_\_Phone: **(440) 260-1555** Fax: \_\_\_\_\_Email: **Tom.McDonnell@terracon.com**Email: **erpiatak@euthenics-inc.com**



## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Euthenics and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located at the north end of Shelby Drive in Brook Park, Cuyahoga County, Ohio. Approximately 5.4 acres Latitude: 41.4107 Longitude: -81.8109 (approximate) (See Exhibit D)
<b>Existing Improvements</b>	The east half of the site is currently being used as a baseball/softball field with bleachers located along the 3 <sup>rd</sup> base line. In the western half of the site, a gazebo is present along with numerous passenger vehicle parking areas, a basketball court, and telecommunications building/tower.
<b>Current Ground Cover</b>	Outside of the existing asphalt pavement parking areas and structure footprints, mostly grass covered or bare soil.
<b>Existing Topography</b> (from Preliminary Basin Layout Concept Plan)	Surface grades rise very gently from west to east across the site, with elevations varying between about 782 feet and 785 feet, MSL.
<b>Site Access</b>	We expect the site, and all exploration locations, are accessible with our track-mounted drilling equipment.
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development or geologic maps indicates subsurface conditions consist of clayey, glacial till deposits planed very flat by wave action from glacial lakes. The overburden soils are underlain by bedrock of the Berea Sandstone and Bedford Shale formations at elevations between about 765 feet and 770 feet, MSL.

### Planned Construction

Item	Description
<b>Information Provided</b>	Preliminary Basin Layout Concept Plan prepared by Euthenics and received via email on March 31, 2022.
<b>Project Description</b>	A surface water retention basin with a maximum water depth of approximately 19 feet and a surrounding, combined bike/walk path.

Item	Description
<b>Proposed Structure</b>	The project includes two, reinforced concrete pipe transmission pipelines, one to fill the reservoir and one to empty the reservoir via a manhole.
<b>Grading/Slopes</b>	Bottom of basing elevation is expected to vary between about 766 feet and 770 feet, MSL. Up to 17 feet of cut and nominal (i.e., less than about 1 foot) of fill will be required to develop final grades. Final slope angles of as steep as 4.5H:1V (Horizontal: Vertical) are expected.
<b>Below-Grade Structures</b>	None anticipated.
<b>Free-Standing Retaining Walls</b>	None anticipated.
<b>Pavements</b>	A 12-foot wide, asphalt concrete multi-use path is planned around the perimeter of the project area.
<b>Estimated Start of Construction</b>	Fall, 2022

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

Euthenics prescribed the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
6	20 or auger refusal	Planned basin area

1. Below ground surface.

**Boring Layout and Elevations:** We will use handheld recreational GPS equipment to locate borings with an estimated horizontal accuracy of 20± feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

**Subsurface Exploration Procedures:** We will advance soil borings with a track-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Environmental Field Screening and Analytical Testing:** The split-barrel soil samples obtained from the borings located within the proposed basin area will be screened in the field for petroleum hydrocarbons (PHCs) using a calibrated Photo Ionization Detector (PID) or other appropriate organic vapor meter (OVM). The soil samples will also be subjectively evaluated for odors and/or discoloration that may be an indicator of contamination. Individual suspect soil samples, if found, will be appropriately preserved. If desired, and at additional cost, these samples will be delivered to a certified laboratory and analyzed for total petroleum hydrocarbons (TPH), gasoline and diesel

range organics (GRO and DRO), Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) and methyl-tertiary-butyl-ether (MTBE).

If PID/OVM screening indicates potential contamination and groundwater is present, one groundwater sample will also be collected from the borings using a new disposable bailer. Groundwater “grab” samples will then be presented on-ice under chain-of-custody, and if authorized for additional cost, submitted to a state-certified laboratory and analyzed for the presence of BTEX, TPH (GRO/DRO) and MTBE utilizing approved EPA/state methods.

If no indications of soil contamination are evidenced in the borings, no soil or groundwater samples will be collected and preserved for environmental testing. To prevent potential cross-contamination between test boring locations, the augers, rods and sampling spoons will be decontaminated prior to the start of exploration activities and whenever moving from a test location where potential contamination was detected.

**Property Disturbance:** We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## **Safety**

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Ohio811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service. Fees associated with the private utility clearance services are not included in our current Scope of Services, but have been included as a potential additional service in Exhibit C. The detection of underground utilities is

dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

### **Laboratory Testing**

Our laboratory testing program often includes classification of soil samples by a geologist or engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis

### **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Results of environmental screening, if above background levels
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Utility design and construction recommendations
- Recommended pavement options and design parameters for the multi-use path (no pavement design section will be provided)

### **Additional Services**

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and provides necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$9,350

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Clearance Service <sup>1</sup>	\$900	
Plans and Specifications Review	\$800	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.



**Proposal for Geotechnical Engineering Services**

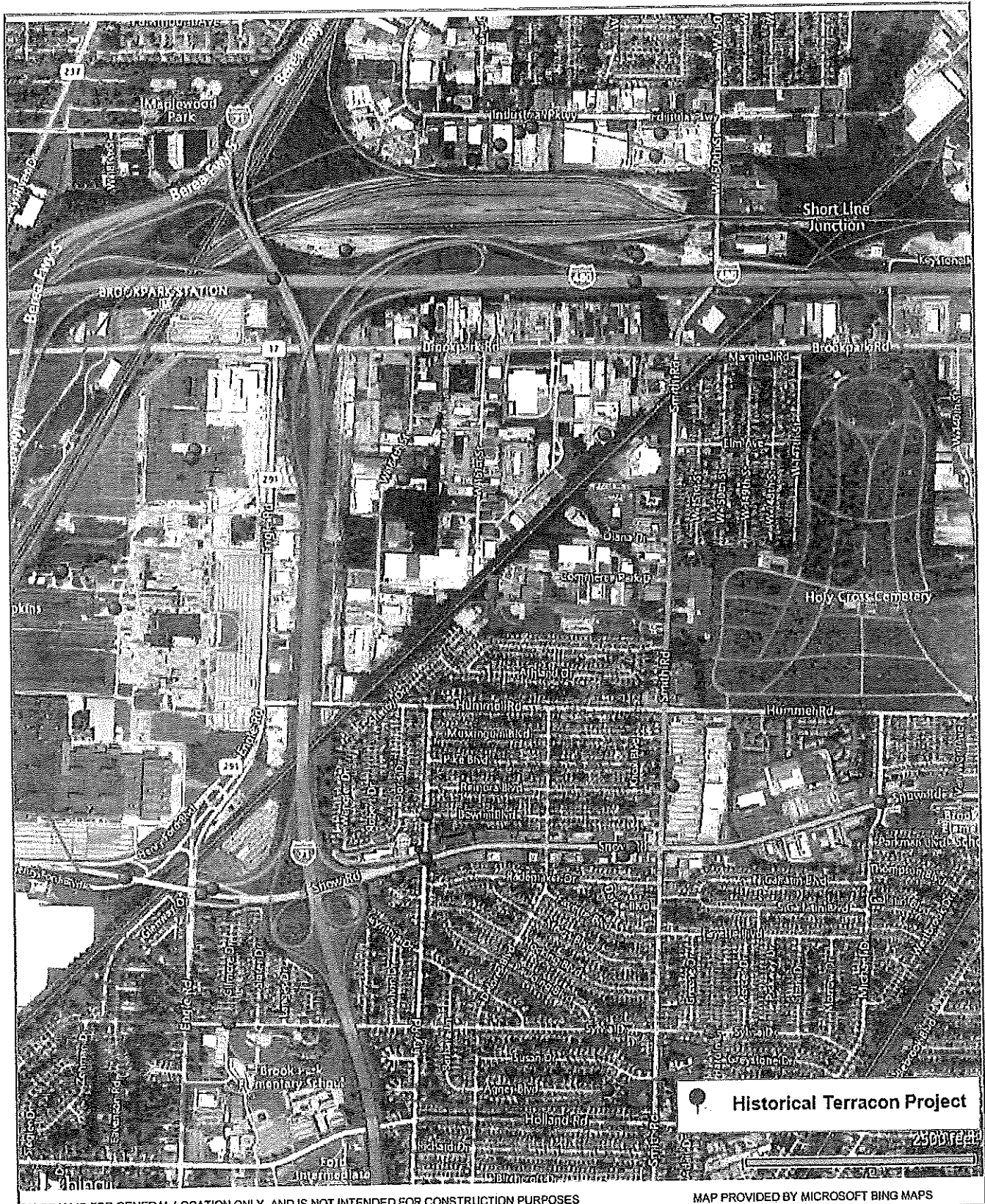
Surface Water Basin – Wedo Park ■ Brook Park, Cuyahoga County, Ohio

June 21, 2022 ■ Terracon Proposal No. PN6225156



<b><i>GeoReport</i>® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Project Planning	3 working days
Site Characterization	20 working days
Geotechnical Engineering	30 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport*® website with specific, anticipated working days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport*® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.



RECEIVED

JUL 19 2022

BROOK PARK CITY COUNCIL

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Surface Water Basin – Wedo Park □ Brook Park, Cuyahoga County, Ohio

June 21, 2022 □ Terracon Proposal No. PN6225156

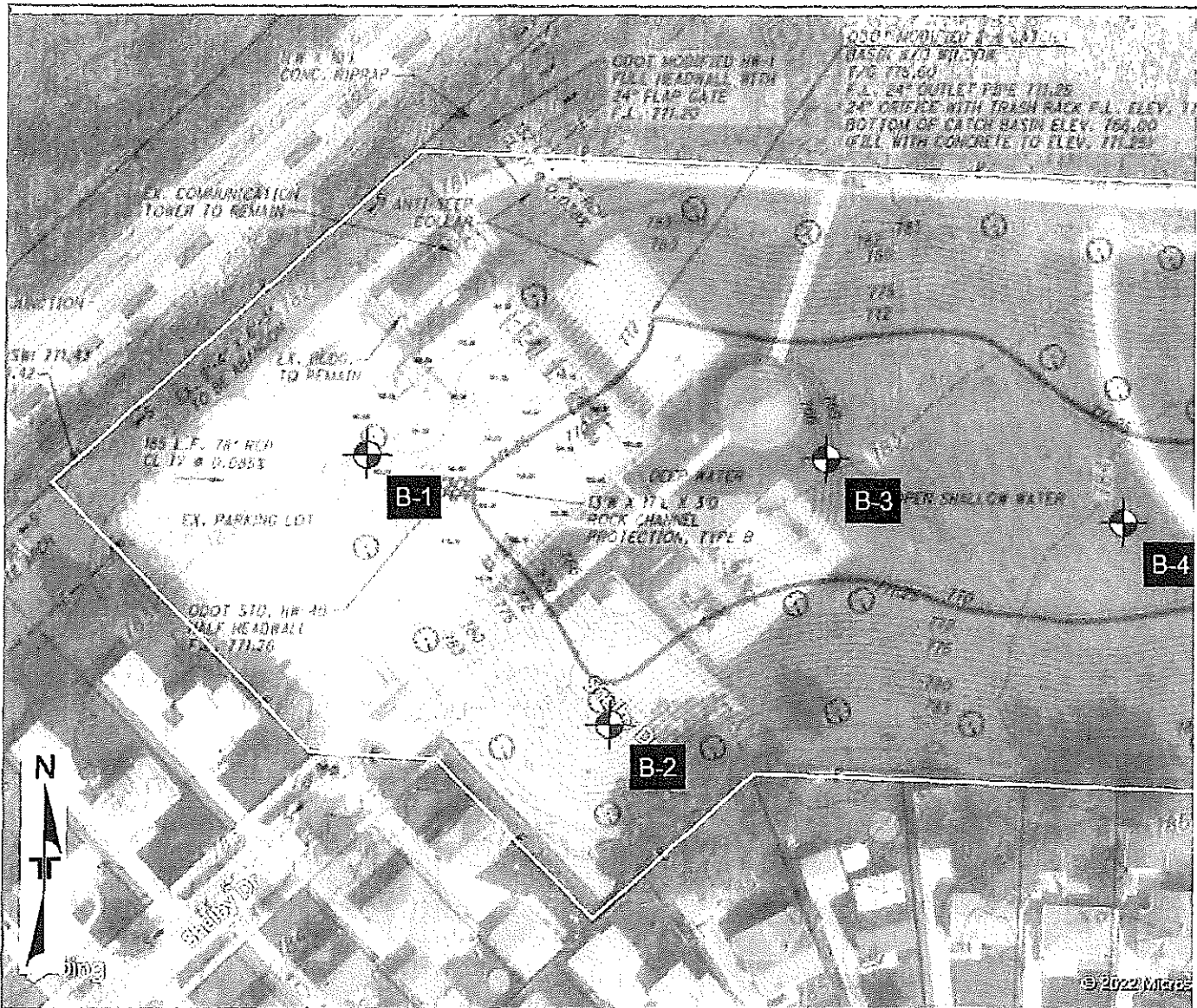


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

