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CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11592-2024

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KARPINSKI ENGINEERING FOR FIRE PROTECTION ENGINEERING SERVICES RELATING TO THE NEW BROOK PARK DOMED STADIUM PROJECT, AND DECLARING AN EMERGENCY

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

SECTION 1: The Mayor is hereby authorized to enter into an agreement with Karpinski Engineering for the purpose of providing fire protection engineering services for the new Brook Park Domed Stadium Project. A copy of the proposal is attached hereto and incorporated herein as Exhibit "A".

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose and shall not exceed $70,000.00.

SECTION 3: Other engineering firms were considered and ultimately ruled out. Copies of the proposal from Osborn Engineering and the letter of declination from AECOM Engineering are attached hereto and incorporated herein as Exhibits "B" and "C", respectively.

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.

SECTION 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of said City, and for the further reason to provide for an agreement between Karpinski Engineering and the City of Brook Park; 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 upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: November 4, 2026

PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
Clerk of Council

APPROVED:
MAYOR

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. 11572-2026 passed on the 4 day of November 20 26 by said council.

Carol Johnson
Clerk of Council

DATE 11/5/26

	Yea	Nay
Gonzalez	✓	
Mencini	✓	
Roberts	✓	
Scott	✓	
McCorkle	✓	
Dufour	✓	

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

DIRECTOR OF LAW

Karpinski ENGINEERING

EXHIBIT A

9/2/2026

Chief Eric C. Fike & Asst. Chief Patrick M. Johnson
Brook Park Fire Department
17401 Holland Rd
Brook Park, Oh, 44142

Subject: **Brook Park Fire Department – Fire Protection Engineering Services**

Mr. / Ms. Client Name,

Thank you for the opportunity to provide our proposal for professional engineering services for this project. Our compensation for the provision of our services is indicated below and is followed by our understanding of Project scope as well as by the Basic Services included with our fee.

COMPENSATION

SERVICES	HOURLY NOT TO EXCEED
Total fee for full Basic Services will be invoiced hourly not to exceed the value indicated	$65,000.00
Reimbursable Expenses – Not To Exceed	$500.00
Total – Not To Exceed	$70,000

ADDITIONAL EXPENSES

Certain Additional Expenses may be incurred during the course of the project, the cost of which is not included in our Basic Services fee and will be invoiced at our cost as Reimbursable Expenses up to the maximum value indicated above.

The following Additional Expenses are covered by this section:

1. In-house Printing Expenses.
2. Local Travel and Parking Expenses.

For other expenses not listed, approval will be requested before the costs of such expenses are incurred.

SCOPE OF PROJECT

It is our understanding that the project consists of performing professional fire protection engineering services for the Brook Park Fire Department as requested and directed by the fire department. Tasks will be reviewed and time/fee effort estimates will be provided to the fire department for approval prior to commencement of

the task(s). Our fee is based on an average of 8 hours a week for 52 weeks. Reimbursable are based on in person attendance of meetings within Northeast Ohio over the course of 52 weeks.

The professional engineering services included in this proposal are:

1. Fire Protection

BASIC SERVICES

The following are included as part of our basic engineering services for the proposed project:

1. Meetings and site visits as needed and requested by the Fire Department.
2. Review of Building design and architectural plans for code compliance
3. Review fire protection designs and fire protection drawings for code compliance
4. Schematic and preliminary design reviews
5. Report and submittal reviews
6. Code Consulting
7. Local code development
8. Training fire inspectors and firefighters
9. On Call Support as requested by the Fire Department
10. Other services as mutually agreed upon

ADDITIONAL SERVICES

We will provide additional engineering services for this project, when authorized in writing, in addition to those services set forth in Basic Services.

SERVICES NOT INCLUDED

The following items are not included in our basic scope of services:

1. The responsibility for the discovery, presence, handling, removal or disposal, or the exposure of persons to, hazardous materials and/or toxic materials at the project site.

2. Verification of certain field conditions - since we are not certified or approved to perform certain services, such as confined space entry (entering manholes), disassembling Building systems equipment, underground surveying, etc., it may be necessary to utilize the services of outside contractors. If required and should retention of contractors fall under the direct responsibility of Karpinski Engineering, a 15% administration charge will be added to the contractor's fee to cover our efforts and expenses.

3. The responsibility for the discovery of hidden existing conditions, any resulting damages to persons or properties, or any additional construction costs. Hidden conditions are defined as concealed in existing construction or incapable of investigation by reasonable and safe visual observation. We are not responsible for providing accessible openings in ceilings, wall, shafts, floors, etc.

4. Specialized equipment rental, unless included under Basic Services.

5. The evaluation of existing structural conditions as related to the support of Building systems equipment, piping, conduit, etc., along with required structural modifications and/or solutions.

6. Special physical, numerical, or computerized modeling of site air flow and distribution as related to building pressurization, building air infiltration, control of exterior air contaminants and pollutants, or similar situations.

7. Underground utility locating services (public right of way or private locations), including mapping, physical markings, and/or determining the integrity of existing underground or under slab systems.

8. Any other engineering and design related services not specifically included under Basic Services.

INVOICING AND PAYMENTS

Karpinski Engineering will invoice our Services on a monthly basis. Payment is required within thirty (30) days from the date of the invoice statement, unless other payment terms have been agreed upon by both parties. If this agreement is terminated for any reason by either party, Karpinski Engineering shall be compensated for services provided and expenses incurred as of the date of termination.

HOURLY RATES

Compensation for Additional Services will be mutually developed on an hourly basis. Our current hourly rates are as follows:

STAFF	HOURLY RATE
Principal	$230
Senior Associate	$210
Associate	$190
Certified Fire Protection Engineer	$180
Senior Technical Manager	$175
Lighting Designer	$160
Construction Coordinator	$155
BIM Specialist	$155
Senior Project Engineer	$155
Senior Project Designer	$140
Project Engineer	$125
Project Designer	$115

Engineer	$110
Designer	$100
Technician	$90
Administration	$85

ELECTRONIC MEDIA

Should an electronic copy of digital data and related contract documents be required by a third party after completion of design, a release form summarizing the terms of use will be provided that requires signature from the user(s). Additional compensation may be required.

INTELLECTUAL PROPERTY

All non-public data and information developed or conceived by Karpinski Engineering which pertains to its products (including all forms of digital data and related contract documents), methods, services or business, whether or not patentable under copyright, trademark or some other basis, is the sole and exclusive property of Karpinski Engineering.

INDEMNIFICATIONS

1. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Karpinski Engineering from the following, including reasonable attorney's fees and defense costs:

    a. Any and all damage, liability, costs or expenses, to the extent caused by their own negligent acts, errors or omissions, including those of anyone for whom they are legally liable, arising from this project. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence. Karpinski Engineering shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractor, sub-contractors, their agents or employees, or other persons performing any of the work.

    b. Any and all damage, liability, costs or expenses, to the extent caused by Client directed use of specific Artificial Intelligence (AI) tools, methods, or workflows; constraints that limit our ability to perform independent verification; or the Client's reliance on AI generated outputs without our approval. Karpinski Engineering is not responsible for errors inherent in third party AI tools or unverified AI outputs which are outside our control.

    c. Any and all damage, liability, costs or expenses, to the extent caused by the unauthorized reuse of digital data and related contract documents, without limitation, including use on future project modifications by others.

MISCELLANEOUS PROVISIONS

Standard of Care – In providing services under this Agreement, Karpinski Engineering will endeavor to perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locations. Regardless of any other term

or condition of the Agreement, Karpinski Engineering makes no express or implied warranty of any sort, nor does it express or imply any fiduciary responsibility towards the Client whatsoever.

Professional Limitation – Karpinski Engineering has been retained to provide the professional engineering services summarized above and its obligations are limited to these services without any other responsibilities or obligations. Karpinski Engineering bears no responsibility for project funding and/or financial performance of the project.

Artificial Intelligence (AI) – Karpinski Engineering may utilize artificial intelligence tools in a limited, assistive capacity. Karpinski Engineering remains responsible for its professional services under the Standard of Care defined above. Karpinski Engineering shall not be liable for third-party AI tool performance. In no event shall Karpinski Engineering's liability be expanded due to the use of AI. Use of AI tools shall not, by itself, be deemed a negligent act, error or omission.

Disclaimer of Consequential Damages – Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither party 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 for any cause of action whatsoever.

Dispute Resolution – Any claim, dispute or matter between the client and Karpinski Engineering arising out of or related to this agreement shall be subject to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall agree to the selection of a mediator and shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by a litigation process subject to local jurisdiction legal policies and practices, unless the parties mutually agree otherwise.

Limitation of Liability – In recognition of the limited design responsibility of Karpinski Engineering during this study/preliminary design phase, the Client agrees, to the fullest extent permitted by law, to limit the liability of Karpinski Engineering and our officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, including attorney and/or expert witness fees and costs, to our fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

This document represents our total agreement and supersedes any prior representations. Any amendment must be in writing and signed by both parties. This agreement shall be governed by the laws of the state in which the project is performed. In the event that any term or clause of this agreement is held to be invalid as contravening any law or governmental regulation, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulations, but the remaining provisions of this agreement shall continue in full force and effect.

Should a separate contract be utilized, such as AIA Document C401 *Standard Form of Agreement Between Architect and Consultant*, and if conflicts arise between the two, the terms and conditions of this proposal shall apply. This proposal shall remain in effect for Ninety (90) days, unless Karpinski Engineering agrees to another time period in writing.

To serve as our agreement, sign and return a copy of this proposal. If authorized to proceed prior to our receipt of a signed copy of this document, Karpinski Engineering shall consider this to be a binding agreement including all of the requirements and conditions contained herein.

If you should issue a purchase order, such will be for your accounting purposes only, as the terms and conditions of such purchase order are not applicable to professional services.

Should you have any questions relating to this proposal, please do not hesitate to call. I will be pleased to personally review it with you upon your examination.

Sincerely,

Jake Stevens

Jacob Stevens, PE
Senior Fire Protection Engineer
Karpinski Engineering

ACCEPTANCE OF BROOK PARK FIRE DEPARTMENT

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Project #: _____

Purchase Order #: _____

OSBORN
ENGINEERING

EXHIBIT "B"

P20261801.000

September 18, 2026

Joshua Clark
Fire Prevention Officer
Brook Park Fire Department
17401 Holland Rd
Brook Park, OH 44142

Sent via email: jclark@cityofbrookpark.com

Re: Proposal for Fire Protection Engineering Services for the Brook Park Fire Department for duties related to the new Browns Stadium.

Dear Mr. Clark,

Osborn Engineering (OE) appreciates the opportunity to offer this proposal to the Brook Park Fire Department (the Fire Department) for engineering services for the project noted above.

BACKGROUND

This proposal is for fire protection and life safety professional services associated with the new Cleveland Brown's Stadium in Brook Park, Ohio and is based on an email received from Brook Park Fire Department on 09/11/2026.

The following duties have been requested by the Brook Park Fire Department:

- Meeting and site visits as needed and requested by the Fire Department
- Review of Building design and architectural plans for code compliance
- Review Fire protection designs and fire protection drawing for code compliance
- Schematic and preliminary design review
- Report and submittal reviews
- Code consulting
- Local code development
- Training of fire inspectors and firefighters
- On Call Support as requested by the Fire Department
- Other services as mutually agreed upon

Direction was also given to base our fee on an average of 8 hours a week for 52 weeks (416 hours) in the email referenced above.

SCOPE OF WORK

Osborn Engineering (OE) will provide fire protection engineering for the above referenced project in the following phases of work.

1. CONSULTING SERVICES

Osborn proposes employing the full depth of the Osborn Fire Protection and Life Safety (FPLS) Engineering Group's capabilities to technically and cost effectively serve the Brook Park Fire Department and the citizens of this City by following a logical approach. As with all indefinite delivery contracts, some variation

may be necessary depending on the assigned scope of work for each project, but could include the following:

- Meet with the Fire Department at the initiation of the contract to develop an understanding of the anticipated scope, budget, and requirements for management of the overall contract
- Introduce the Osborn FPLS Group to all key members of the Fire and Building Department staff. Effective and timely response to issues and needs requires high-quality intercommunication between all working parties.
- Establish a regular meeting schedule with the Fire Department, no less than monthly, to discuss contract performance, active project issues and anticipated future resource needs.
- Task Specific Performance:
    - Response to Division of Fire request for support within 3 days.
    - Determine and assign the staff required to properly complete the tasks.
    - Plan Review and Code Compliance.
        - Evaluate technical support requirements and assign principal reviewer(s) and/or service providers as best suited to the task.
        - Obtain all relevant information on file including drawings, previous project specifications, maintenance information, and test reports if available.
        - Research and determine applicable code requirements.
        - Complete reviews in 5 business days (1 week) unless the task request has unique or special requirements.
    - Field Inspections.
        - Evaluate technical support requirements and assign principal reviewer(s) and/or service providers as best suited to the task.
        - Obtain all relevant information.
        - Conduct site visit/inspection as dictated by the Fire Department.
        - Written field observation reports are to be issued to the Fire Department in a timely manner (approximately 5 business days unless otherwise specified during the field inspection).
    - Project/Task Specific Meetings with other city departments, owners, and/or design professionals.
        - Evaluate technical support required and assign principal reviewer(s) and/or service providers as best suited to the task.
        - Obtain all relevant information on file including drawings, previous project specifications, maintenance information and test reports if available.
        - Participate in meetings as requested.
        - Provide written follow-up reports to supplement meeting minutes with technical discussion as needed.
    - Training
        - Evaluate technical support required and assign principal reviewer(s) and/or service providers as best suited to the task.
        - Organize and deliver topic-focused training tailored to the intended audience (i.e. fire inspectors, firefighters, etc.).
        - Training may be virtual or in-person, depending on topic.
        - Topics may cover any function that our FPLS team is qualified to perform, including plan review, fire hydrant flow testing, witnessing of fire alarm/sprinkler/pump acceptance testing, etc. We are not able provide training on topics that require specific licensure such as performing installation, maintenance, or testing of fire

alarm/sprinkler/pump systems or would not typically be performed by a fire protection consulting engineer.

- Areas of Expertise
    - OE has previously been the EOR for many stadium improvements at the existing Cleveland Browns Stadium including the 2023 fire alarm replacement. Our engineers have worked in various stadiums all over the country and have specialized expertise from working in these unique buildings.
    - OE's Senior FPE Group members are highly experienced in code interpretation and traditional fire/life safety design (egress, automatic sprinkler, fire alarm, mass communication, etc.) across a full range of project types (stadiums, high-rise buildings, healthcare, etc.), but we do offer several services that help set us apart from our competitors. These services include:
        - Smoke Control Rational Analysis and Design
        - Historic Preservation and Alternate Compliance
        - Hazardous Materials Storage
        - High-Piled Storage
        - Performance Based Design

2. QUALITY CONTROL

From a quality perspective, Osborn was one of the first engineering firms in Ohio to obtain ISO Quality Certification many years ago and we continue to maintain an excellent quality program. At Osborn, quality is our first thought, not an afterthought. Osborn recognizes that for this contract we are serving as an adjunct of the Brook Park Fire Department and as such that we are mutually serving as the "check and balance" ensuring code compliance in the building design process. To that end, we shall maintain an unflagging commitment to excellence.

Perhaps the best indicator of budget and schedule performance is our repeat contracts for engineering and commissioning services including:

- The Ohio State University – Multiple Projects on Columbus Campus for over 20 years including Ohio Stadium
- Cleveland Water GES Contract
- City of Akron – IDIQ Performance Contract for over 10 years
- City of Cleveland – IDIQ Performance Contract
- Cuyahoga County Port Authority – IDIQ performance contract
- Ohio Schools Facilities Commissioning – 3 contracts pre-qualifying Osborn as one of only a few firms selected to offer commissioning services for the State's school construction program.

Quality Control (QC) shall be an inherent part of every task assignment. This QC process will require all task assignments to be made to a qualified team member and that, prior to issuing a document back to the Fire Department, the correspondence and supporting technical data shall be reviewed by a registered FPLS Group team member with a final review by the project manager, Sara Loomer.

THIS PROPOSAL DOES NOT INCLUDE ANY OF THE FOLLOWING:

- Preparation drawings and specifications for the purposes of bidding, permitting, or construction.
- Design of any fire sprinkler, fire alarm, mechanical, or electrical systems or sub systems.
- Preparation or presentation of a formal appeal or adjudication.

- LEED.
- Environmental / asbestos and lead paint identification or abatement.
- Boundary or topographic surveying.
- Landscape architectural services.
- Site environmental services or ecological services and associated permits including wetlands or streams.
- Public utility extensions or upgrades.
- Traffic studies or public roadway improvements other than drive aprons in the R/W.
- Pump (lift) stations or on-site waste water treatment system design.
- Fees associated with any required permits.
- Value Engineering.
- Fast track construction; multiple bid packages.
- Record drawings.
- Building renderings.
- Layout or specifying of any furniture, fixtures or equipment.
- Energy Modeling.
- Material testing of any kind (including geotechnical soil testing), and environmental investigations or remediation are not included in our Scope of Work.
- Structural engineering evaluation
- Any engineering services not listed above.

ADDITIONAL SERVICES:

If deemed necessary, Osborn Engineering can provide efforts beyond the basic scope of services, only when payment is authorized in writing. Such services shall consist of providing any services not otherwise included in this proposal or not customarily furnished in accordance with generally accepted engineering practice.

Any other work requested by the Client outside of the Basic Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Osborn Engineering will submit an estimate of the cost to the Client for approval, prior to commencing work where the costs are not already defined under Optional Scope of Services.

FEES AND CONDITIONS:

We will provide the services described above on a Time and Material basis based on the attached rate sheet to a maximum of $75,350. OE will notify the Brook Park Fire Department once 50% and 90% of this maximum has been reached. Once the full maximum has been reached, any further services would require an add service agreement to extend the maximum amount before work could resume. Reimbursable expenses will be billed as indicated on the rate sheet.

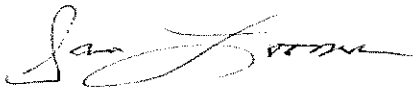
Osborn will invoice monthly based on the hours expended and expenses incurred to date.

We have attached our standard Professional Services Agreement for your review and consideration. If acceptable, please return one signed copy for our execution. If any of our proposed Scope of Work or Fee Structure differs from your expectations, please contact me and we'll be happy to revise it accordingly.

This proposal is valid for 90 days from the issuance date identified. Osborn reserves the right to modify this proposal where acceptance is requested beyond the 90 day duration identified.

We are grateful for the opportunity to offer this proposal. We believe our experience makes us uniquely qualified to assist you with your project.

Sincerely,
OSBORN ENGINEERING
Aaron Lobas
Division Head, Great Lakes Facilities



By: Sara Loomer
Associate Director, Fire Protection and Life Safety
Energy/Facilities Group

cc: OECAcct

OSBORN
ENGINEERING

Professional Services Agreement

Design Professional:	**Client:**
The Osborn Engineering Company 1111 Superior Ave., Suite 2100 Cleveland, OH 44114-2530	Joshua Clark Fire Prevention Officer Brook Park Fire Department 17401 Holland Rd Brook Park, OH 44142
Project No. P20261801.000	**Date:** 09/18/2026

Project Name: Cleveland Browns Stadium FPLS Consulting Services

Location: Brook Park, OH

Scope of Services shall be as described below or in Proposal letter:

See attached proposal letter.

Fee Arrangement: ***T&M to a maximum of $75,350***

Rates shall be as shown on attached rate sheet.

Retainer Amounts: N/A

Special Conditions:

None

Offered by:	**Accepted by: (Client):**
	
Signature	Signature Date
Sara Loomer / Associate Director, Fire Protection and Life Safety	
Printed name / title	Printed name / title Signature indicates the authority to bind the company to the terms herein

The terms and conditions on the following pages are part of this Agreement. Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative.

TERMS & CONDITIONS

Fee
The total fee, except for a stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that are attached to the proposal. Reimbursable expenses invoiced with a mark-up of no greater than 1.10%.

Billings/Payments
Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month may be applied to the unpaid balance after 45 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional 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, the Design Professional 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. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional 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 the Design Professional 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.

Hidden Conditions *(If work is in existing structure or project)*
A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting there from.

Hazardous Materials/Mold
The Design Professional 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 the Design Professional shall have no responsibility.

Indemnifications
The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its sub-consultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' 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. The Design Professional further agrees, subject to the Limitation of Liability, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions. Notwithstanding anything to the contrary Consultant is not responsible for delays outside of its control.

Limitation of Liability
To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners and employees, and any of them to the Design Professional and anyone claiming by or through the Design Professional for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or this Agreement from any cause or causes shall not exceed Fifty Thousand Dollars ($50,000) or the amount of the Design Professional's fee, whichever is greater. Such claims and causes include, but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

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 the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment
If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents
All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Design Professional 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 Design Professional and its consultants.

Defects In Service
The Client shall promptly report to the Design Professional 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
The Design Professional 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 anyone performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution
Any claim or dispute between the Client and the Design Professional 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 Design Professional 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 the Design Professional.

Entire of Agreement
This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law The law applicable to this Agreement is the state of the Project location.

OSBORN
ENGINEERING

OSBORN BILLING RATE SCHEDULE

January 1, 2026 through December 31, 2026

Classification	Rate
Principal	$311.00 per hour
Director	$293.00 per hour
Discipline Manager/Lead	$275.00 per hour
Senior Project Manager	$257.00 per hour
Senior Engineer/Designer	$233.00 per hour
Project Manager	$204.00 per hour
Senior Project Engineer/Designer, BIM Manager 2	$193.00 per hour
Project Engineer/Designer, BIM Manager 1	$166.00 per hour
Engineer 3, Designer 3	$143.00 per hour
Engineer 2, Designer 2	$129.00 per hour
Engineer 1, Designer 1, Admin 2	$123.00 per hour
CO-OP, Admin 1	$104.00 per hour

Overtime authorized by the Client will be billed at 1.5 times the above rates for Non-Exempt Personnel and at 1.0 times for Exempt Personnel.

Reimbursable Expenses

Item	Rate
Automobile Mileage at IRS Standard Mileage Rate (Current Rate)	76 cents per mile
All Other Out-of-Town Travel Expenses	1.1 Times Actual Cost
Consultants and Testing Companies	1.1 Times Actual Cost
Outside Reproduction	1.1 Times Actual Cost
In-house Reproduction	
8 ½ x 11 Black line Photo copies	$.10 per page
8 ½ x 11 Color Photo copies	$.40 per page
11 x 17 Color Photo copies	$.80 per page
Drawing Prints on Bond	$.25 per S.F.
Drawing Prints on Translucent Bond	$.30 per S.F.
Drawing Prints on Mylar	$.70 per S.F.
Large Format Color Drawings on Bond	$4.00 per S.F.
Shipping Charges and Photographs	1.1 Times Actual Cost
Postal Charges	At cost

Eric Fike

From: Kascak, Daniel <Daniel.kascak@aecom.com>
Sent: Monday, September 14, 2026 1:07 PM
To: Joshua Clark
Cc: Fire Prevention Officer; Patrick Johnson
Subject: RE: Fire Protection Engineering Consultant



Follow Up Flag: Follow up
Flag Status: Flagged

Hi Joshua,

Thank you for reaching out and for including AECOM in this RFP. We appreciate the opportunity to support the Brook Park Fire Department on the new Browns Stadium project.

Unfortunately, after reviewing the opportunity internally, we have decided to decline due to a potential conflict of interest associated with AECOM Hunt's role as the construction manager for the project.

Thank you again for considering us, and we appreciate the opportunity.

Regards,

Dan Kascak, PE
Associate Principal
Manager, Fire Protection Engineering | Project Manager
US West Building + Places
M +1-440-821-5015
daniel.kascak@aecom.com

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From: Joshua Clark <jclark@cityofbrookpark.com>
Sent: Friday, September 11, 2026 6:04 PM
To: Kascak, Daniel <Daniel.kascak@aecom.com>
Cc: Fire Prevention Officer <fpo@cityofbrookpark.com>; Patrick Johnson <pjohnson@cityofbrookpark.com>
Subject: Fire Protection Engineering Consultant

Daniel,

Brook Park Fire Department is seeking a Fire Protection Engineering consultant for the following duties as it related to the new Browns Stadium being built in our city

- Meeting and site visits as needed and requested by the Fire Department
- Review of Building design and architectural plans for code compliance
- Review Fire protection designs and fire protection drawing for code compliance
- Schematic and preliminary design review
- Report and submittal reviews
- Code consulting
- Local code development
- Train fire inspectors and firefighters
- On Call Support as requested by the Fire Department
- Others services as mutually agreed upon

If you are able to provide these services, please submit a proposal to our department based on an average of 8 hours per week for a total of 52 weeks.

Joshua A. Clark
Fire Prevention Officer
Brook Park Fire Department
216-433-1215 X7205
216-482-1815 Cell