



# LORAIN COUNTY COMMISSIONERS

Michelle Hung

Matt Lundy

David J. Moore



RECEIVED

MAY 05 2022

KEN CARNEY  
LORAIN COUNTY ENGINEER

May 5, 2022

Ken Carney  
LC Engineer  
247 Hadaway Street  
Elyria, Ohio 44035

Dear Mr. Carney:

Lorain County Board of Commissioners approved Res#22-325 on May 4, 2022 approving & entering into an agreement with Geo-Sci, Inc., in the amount of \$32,850 for ongoing Engineering inspection and materials testing fees necessary to construct the Emerald Woods Subdivision, Columbia Township

This is being forwarded for your information along with the document for your distribution. Once fully executed, please return a copy for my files.

Sincerely,

Theresa L. Upton  
Clerk

tlu/Enclosure

Cc: Melissa Tursack, Purchasing Coordinator  
File



## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”), is made this **21<sup>st</sup> day of April, 2022** between the **Lorain County Engineer** (“County Engineer”) and **Geo-Sci, Inc.** (“Consultant”).

### RECITALS:

1. The County Engineer and the Consultant mutually desire to contract with each other for the Consultant to **Emerald Woods Subdivision No. 4** (“Project”).
2. The Consultant is qualified, experienced, and willing to perform said work on the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

### **ARTICLE 1: SCOPE AND PERFORMANCE OF WORK**

The Consultant agrees to provide assessment services for the County Engineer for the intended development of the Project, such services being described in Exhibit A attached hereto and incorporated herein (collectively, “Services”). The Consultant shall promptly commence performance of the Services after written or verbal authorization by the County Engineer’s Facilities Department (“Authorization to Proceed”) and shall use reasonable efforts to complete the Services within 120 consecutive calendar days after issuance of the Authorization to Proceed.

The Consultant shall perform the Services consistent with the degree of care and skill exercised by prudent and experienced consultants and firms that perform building assessment and project feasibility services in the State of Ohio (“Standard of Care”). The Consultant shall, at all times, perform the Services in a professional manner take into account applicable laws, rules, orders, decrees, ordinances and statutes, and otherwise in accordance with the Standard of Care.

The Consultant covenants that in performing the services, it shall use or employ only qualified personnel. The Consultant represents and warrants that it has personnel experienced in providing services for projects similar in scope and complexity to the Services to be provided hereunder, and that the Consultant shall use such personnel so as to provide the Services in accordance with the Standard of Care. The County Engineer may require the Consultant to remove any person providing Services for the Project that the County Engineer reasonably deems unfit for his or her duties.

Except for any Authorized Subconsultant, the Consultant shall not employ any subcontractors or subconsultants to perform any portion of the Services without the express written approval of the County Engineer. Any subcontractors or subconsultants engaged by the Consultant and approved by the County Engineer, including the Authorized Subconsultant, shall be paid directly by the Consultant and the cost of such Subconsultant shall not result in any increase to the Consulting Fee payable by County Engineer to the Consultant.

## **ARTICLE 2: SCHEDULE OF PAYMENTS**

To compensate the Consultant for services rendered, the County Engineer agrees to pay the Consultant an amount not to exceed **thirty-two thousand eight hundred fifty Dollars (\$32,850.00)** (the "Consulting Fee").

The Consultant shall submit, in a format acceptable to the County Engineer, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the County Engineer upon request.

The County Engineer shall pay all invoices within sixty (60) days of receipt of a proper invoice from the Consultant. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The County Engineer may withhold payment for such work until it meets the requirements of this Agreement.

## **ARTICLE 3: TERM**

The term of this Agreement shall commence upon the full execution hereof by the County Engineer and the Consultant, and shall remain in full force and effect until the full completion of the Services, as confirmed by the County Engineer in writing, or the earlier termination of this Agreement as hereinafter provided.

## **ARTICLE 4: TERMINATION**

This Agreement may be terminated by the County Engineer upon five (5) business days' prior written notice to the Consultant in the event of a breach hereof by the Consultant, provided that the Consultant does not cure such breach within the five (5) business day period after it receives written notice of the same, except that there shall be no cure period in the event of the Consultant's failure to maintain insurance as required herein. This Agreement may be terminated at any time by the County Engineer for its convenience upon two (2) business days' prior written notice. In the event of termination for convenience, the County Engineer shall pay the Consultant for the Services actually provided (but not in excess of the Consulting Fee), but not for lost profit and overhead.

## **ARTICLE 5: INSPECTION AND AUDIT**

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the County Engineer and/or the Ohio State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the County Engineer and/or the Ohio State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the County Engineer with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE 6: INDEPENDENT CONTRACTOR**

The Consultant and the County Engineer understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of County Engineer employment nor shall the Consultant claim any related employment benefits, social security, retirement benefits, or any other pertinent government employment benefits.

## **ARTICLE 7: OWNERSHIP OF DOCUMENTS AND REPORTS**

The Consultant agrees that all field data, analytical results, studies, drawings, maps, computations, plans, specifications, estimates and other documented evidence of the work prepared by or for Consultant under the provisions of this Agreement, shall become and remain the property of the County Engineer upon termination or completion of the Services. If applicable, the County Engineer requires all drawings to be submitted in AutoCAD release 14 or later, with County Engineer supplied floor plans (where available) to be used as base plans. AIA layering standards will apply. If applicable, Consultant shall provide the County Engineer with both a hard copy and an electronic copy of all plans, including, without limitation, as-built drawings to be given to the County Engineer upon termination or completion of the Services.

## **ARTICLE 8: CONFIDENTIALITY**

The Consultant shall treat as confidential and not disclose to third parties, or use for its own benefit, any of the County Engineer's confidential or proprietary information except to the extent such disclosure may be required by applicable laws, rules or regulations, provided, however, that the Consultant shall use its best efforts to notify the County Engineer prior to making any such disclosure.

## **ARTICLE 9: INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless, the County Engineer, Lorain County, and their respective, departments, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and defense costs to the extent caused by any negligent acts, errors or omissions, of the Consultant and/or its employees, officers, agents, representatives, contractors, consultants or subconsultants (including, without limitation, the Authorized Subconsultants). The Consultant agrees to pay damages, costs and expenses of the County Engineer in defending any action arising out of the aforementioned acts or omissions recoverable under applicable law.

## **ARTICLE 10: INSURANCE**

The Consultant shall maintain professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate, and commercial general insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The Consultant shall name the County Engineer as an additional insured on the certificate of insurance for commercial general liability insurance for the duration of this Agreement and shall maintain such insurance for a period of one year after the termination of this Agreement.

## **ARTICLE 11: DEFAULT**

Notwithstanding anything to the contrary contained in this Agreement, if 1) the Consultant shall be adjudicated bankrupt or becomes insolvent; 2) a receiver, trustee, administrator, custodian or other person or entity acting pursuant to any agreement, law, resolution, rule, order or license or any governmental body, agency or department shall take possession or control of all or a substantial portion of the Consultant's assets or affairs; 3) the Consultant shall give notice of, petition for, enter into or make an assignment for the benefit of creditors or shall file or have filed against it a petition, pleading or any other like document of bankruptcy or insolvency or for reorganization or a petition, pleading or other like document demanding or requesting the appointment of a trustee, receiver, administrator, custodian or other person or entity to act for or on behalf of the Consultant or its creditors; or 4) any writ, execution, attachment or other warrant or authority, however denominated, shall be issued against the Consultant or any of the Consultant's property, and such adjudication, appointment, assignment, petition, writ, execution, attachment or other warrant or authority shall not be set aside, vacated, discharged or bonded within sixty (60) days after the issuance of the same, then the Consultant shall be deemed in default under this Agreement and the County Engineer may terminate this Agreement without the requirement of giving the Consultant notice of such default.

## **ARTICLE 12: COMPLIANCE; NON-DISCRIMINATION**

The Consultant agrees to comply with all applicable federal, state and local laws in the performances of the Services. The Consultant accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the Services by this Agreement, and shall defend, indemnify and hold the County Engineer harmless from and against any and all claims, demands and suits arising from its failure to pay such taxes. The Consultant represents and warrants that it meets, and will continue to meet, any and all licensing requirements of the State of Ohio. During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

## **ARTICLE 13: ASSIGNMENTS**

The parties expressly agree that this Agreement shall not be assigned by the Consultant without the prior written approval of the County Engineer.

## **ARTICLE 14: NOTICES**

All notices concerning disputes under this Agreement shall be in writing and shall be hand delivered, sent by overnight courier, sent by certified or regular U.S. mail, or sent by email; to the parties as follows:

If to the County Engineer:	Lorain County Engineer 247 Hadaway Street Elyria, Ohio 44035 Attn: Ken Carney, P.E.,P.S.
With a copy to:	Lorain County Prosecutors Office 225 Court Street, Third Floor Lorain, Ohio 44035 Attn: Dan Petticord

If to the Consultant:                      Geo-Sci, Inc.  
    110 Blaze Industrial Parkway  
    Suite A  
    Berea, Ohio 44017  
    George Aboumrad, P.E., President

#### **ARTICLE 15: GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed and enforced under the laws of Ohio. Any legal proceeding relating in any way to this Agreement may be brought only in the appropriate forum in Lorain County, Ohio.

#### **ARTICLE 16: INTEGRATION AND MODIFICATION**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between parties to this Agreement. This Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

#### **ARTICLE 17: CONFLICT**

In the event of any conflict between the language in the body of this Agreement and any exhibits, attachments, addenda, etc., the language in the body of this Agreement shall control exclusively.

#### **ARTICLE 18: SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

#### **ARTICLE 19: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document, but together shall constitute one instrument. Facsimile, pdf, or other electronic signatures shall be binding upon the parties.

#### **ARTICLE 20: EXHIBITS**

The term "Agreement" means and includes the following exhibits, which are attached hereto and incorporated herein: Exhibit A – Scope of Services. In the event of any conflict or ambiguity between the provisions of this Agreement and the terms of any Exhibit, the provision requiring the higher standard or service shall control.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

LORAIN COUNTY ENGINEER

CONSULTANT: **Geo-Sci, Inc.**

  
Signature

**Ken Carney, P.E., P.S.**

  
Signature

**George W. Aboumrad, P.E., President**

Date: April 21, 2022

APPROVED AS TO FORM

  
Assistant Prosecutor





CONSULTANTS • LABORATORIES

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

## Exhibit "A"

April 21, 2022

Mr. Ken Carney, P.E., P.S.  
Lorain County Engineer  
247 Hadaway Street  
Elyria, Ohio 44035

**RE: Proposal – Inspection and Testing Services  
Emerald Woods Subdivision No. 4  
Columbia Township, Lorain County, Ohio  
Geo-Sci Proposal Number: I1122073**

Dear Mr. Carney:

As per your request, we are pleased to submit a proposal to provide Inspection services for Emerald Woods Subdivision No. 4 in Columbia Township, Lorain County, Ohio. Based on our review of the plans and a construction schedule of approximately 8 weeks, charges for our services are anticipated to be on the order of \$32,850.00 on a straight time basis. We have attached our standard schedule of compensation for your reference.

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

We are confident that you will be impressed by our commitment to service and quality, and we are more than happy to provide you with sample reports and/or further information regarding our professional engineering and technical staff. We appreciate the opportunity to submit this proposal and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "George W. Aboumrad".

George W. Aboumrad, P.E.  
President  
Geo-Sci, Inc.



## Experience

Geo-Sci is a consulting engineering firm specializing in inspection, geotechnical engineering, and materials testing. We are founded on the unified principles of commitment, service, and quality. Based in Berea, Ohio, we have access to all major highways, which enables us to respond quickly to our clients' needs. Geo-Sci has over 25 years of experience in providing geotechnical engineering, geotechnical consulting, environmental site assessing, materials testing, and inspection to the construction industry throughout Ohio, Pennsylvania, West Virginia, and New York.

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

## Accreditations

Our engineers and engineering technicians report information that is needed to ensure the quality and performance of structural materials, and they provide extensive technical support on all projects. Our in-house laboratory is staffed with fully trained professionals who utilize the latest technology and equipment. Our accreditations, both companywide and individual, are listed below.

### Company:

- The AASHTO Accreditation Program (AAP)
- Cement and Concrete Reference Laboratory (CCRL)
- AASHTO Materials Reference Laboratory (AMRL)
- ODOT Prequalification: Engineering, Testing Laboratory, Drilling Inspection

### Individual

- NICET (Levels 1 and 2)
- ACI Field Technician (Grade 1)
- ODOT Level 2 Asphalt QC Inspection

## Quality Control

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

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

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



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

**I. Personnel<sup>1, 2, 3</sup>**

Construction Inspector.....\$65.00/hr

**II. Soil/Rock Testing**

Moisture-Density Relationship (Standard) ASTM D 698 .....\$125.00 ea  
Moisture Content Determination ASTM D 2216.....\$7.50 ea  
Visual Description and Classification (Soil).....\$7.50 ea  
Particle Size Analysis ASTM D 422 .....\$65.00 ea  
Particle Size Analysis w/Hydrometer.....\$105.00 ea  
Atterberg Limits (Liquid & Plastic) ASTM D 4318.....\$65.00 ea  
Shrinkage Limit ASTM D 4943.....\$65.00 ea  
Organic Content Determination ASTM D 2974 .....\$25.00 ea  
Use of Nuclear Density Gauge ASTM D 2922.....\$75.00/day

**III. Concrete Testing**

Concrete Cylinders Compressive Strength Test ASTM C 39.....\$15.00 ea  
Specimen Pick up.....No Charge  
Use of Windsor Probe .....\$95.00/day  
Use of Swiss Hammer ASTM C 805 .....\$65.00/day  
Concrete Yield Test ASTM C 138.....\$25.00 ea  
Compressive Strength via Windsor Probe (3 Shots/Test) ASTM C 803 .....\$55.00 ea  
Flexural Strength of Concrete (Beam Tests) ASTM C 78 .....\$55.00 ea  
Preparation and Testing (Compressive Strength) of Concrete Cores.....\$55.00 ea

**IV. Incidental Expenses**

Vehicle Mileage .....\$0.58/mile

**Special Notes:**

1. Personnel charges are portal to portal. Field Personnel will be billed in four-hour increments plus mileage. A two-hour charge will be billed for job cancellation without prior notice.
2. Overtime for any time over eight (8) hours in one day, work performed after 4:30 PM and all weekend and holiday work will be charged at the Standard Rate x 1.33.
3. The Inspector rates include report preparation and review time.
4. Based on our review of the plans and a construction schedule of 36 weeks, charges for our services are anticipated to be on the order of \$32,850.00 on a straight time basis. However, our services are rendered on an as-needed basis pursuant to the client’s request, and in accordance with the project plans and specifications. Since the schedule is not controlled by Geo-Sci, the final cost may be different than that estimated. The client agrees to reimburse Geo-Sci for all costs based on the unit prices listed above.