



Intertek-PSI  
5555 Canal Road  
Cleveland, Ohio 44125

Tel 216.447.1335  
Fax 216.642.7008  
[intertek.com/building](http://intertek.com/building)  
psiusa.com

May 13, 2021

Mr. John Radwancky  
Operations and Technology Administrator  
Buckeye Local Schools  
3436 Edgewood Drive  
Ashtabula, Ohio 44004

**RE: Proposal for Wetland Delineation**  
~39-acre Property (potential new school site)  
4810 North Ridge (USR 20) East  
Ashtabula, Ohio 44004  
PSI Proposal No. PO-0137 337112

Dear Mr. Radwancky:

Professional Services Industries, Inc. (PSI) is pleased to submit this proposal to conduct a Jurisdictional Waters Delineation of wetlands for the above referenced property.

PSI understands that the subject property consists of approximately 39 acres, and is located along US 20 in Ashtabula County, Ohio. PSI previously conducted a Wetland Determination (preliminary wetlands assessment) of the property in 2020.

## **SCOPE OF SERVICES**

### **Task 1 – Wetland Delineation**

PSI will delineate wetlands and other waters of the U.S. (ponds and streams) within the above described project area. Our proposed Scope of Services is designed to provide a field delineation of jurisdictional waters of the U.S., or isolated wetlands of the state.

Wetlands and other waters of the U.S. are defined by 33 CFR Part 328.3 and are protected under Section 404 of the Clean Water Act (33 USC 1344), administered, and enforced by the USACE. Wetlands and other waters of the state (“isolated wetlands”) are protected under Section 401 of the Clean Water Act, administered, and enforced by the state. Activities such as filling and/or dredging of wetlands and/or other waters of the U.S. are regulated by the USACE and the State and may require permitting. If jurisdictional waters permitting is required for this project following the Wetland Delineation and USACE verification, PSI will provide a separate proposal for permitting services (if needed).

Task 1 is designed to provide an accurate field delineation of wetlands and/or other waters of the U.S., and prepare a report of our findings.

The delineation addresses an accurate size and location of wetlands and other waters of the U.S. on the property. The general scope of the delineation is as follows:



- The services under this task will consist of a field delineation of the project area. Wetlands will be delineated in the field using the *USACE 1987 Wetlands Delineation Manual* and the *Northcentral and Northeastern Regional Supplement*. This technique uses a multi-parameter approach, which requires positive identification of three criteria: hydrophytic vegetation, hydric soil, and wetland hydrology.
- Other waters of the U.S. (including, but not limited to streams and ponds), will be delineated in the field using the guidelines set forth by the USACE. Other waters will be delineated that meet the defined criteria: a defined bed and bank, disturbance of terrestrial vegetation, and an ordinary high-water mark (OHWM).

PSI will record the GPS positions of the wetland boundaries (and field flagging) and produce a GPS-based (air photo overlay) map of the wetlands and other jurisdictional waters delineated on the subject property. The mapped wetland shapes will also be available for importing onto a survey drawing.

A formal Wetland Delineation Report (suitable for USACE affirmation/JD) will be completed.

**Task 2 – Coordination with USACE for Jurisdictional Determination and affirmation**

If needed/requested, PSI will submit the Delineation Report to USACE and coordinate for a verification of the delineation and jurisdictional determination (JD) of the delineated waters on the subject property. If needed (likely) PSI will attend a site JD meeting with USACE. This step is required should any of the delineated wetland areas need to be permitted.

**SCHEDULE**

If authorized, the fieldwork portion of the delineation can be completed within approximately 1-2 weeks. Note: The delineation cannot be conducted if the ground is covered by snow.

**FEES**

The fees for our services are based upon the above scope work and assumptions in the proposal. The fee will be in accordance with the following lump sum task estimates:

<u>Authorized</u>	<u>Scope</u>	<u>Fee</u>
<input type="checkbox"/>	<u>Task 1-Wetlands Delineation &amp; Report</u>	\$ 2,900
<input type="checkbox"/>	<u>Task 2-Corridiation with USACE for JD of the Delineation</u> (optional, if needed)	\$ 500

**AUTHORIZATION AND CONTRACTUAL CONDITIONS**

If this proposal is acceptable, PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office.

PSI appreciates the opportunity to provide quality environmental services. If you have any questions concerning this proposal, or if PSI can be of additional service, please feel free to contact us at 216 447 1335. We look forward to working with you on this project.

Sincerely,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Paul D. Bowyer, P.G.  
Project Manager, Wetland Specialist



Andrew Peiken  
Principal Consultant

Enclosures:      Proposal Authorization & Payment Instructions  
                          General Conditions

**Proposal Authorization & Payment Instructions**

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions and return one copy of the authorized proposal to our office.

\_\_\_\_\_  
Authorized By (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Approval Party

## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (“PSI”) shall include said company or its particular division, subsidiary or affiliate performing the work. “Work” means the specific service to be performed by PSI as set forth in PSI’s proposal, Client’s acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. “Client” refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client’s intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI’s work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI’s proposal, Client’s acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI’s work, shall constitute acceptance of the terms of PSI’s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI’s recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI’s recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney’s fees in the event that all such tests and inspections are not so performed or PSI’s recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney’s fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI’s proposal and Client’s acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT’S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney’s fees as a result of personal injury, death or property damage occurring with respect to PSI’s performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI’s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI’s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client’s contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor’s work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI’s report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI’s estimate based on information provided by Client and PSI’s experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI’s cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney’s fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics’ lien, or any provision conditioning PSI’s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.