

EXHIBIT "B"

TRANSYSTEMS

TranSystems
1100 Superior Ave East, Suite 1000
Cleveland, OH 44114
(216) 861-1780

February 25, 2024

Syed Abbas, AIA
President
Architectural Vision Group, Ltd.
23850 Sperry Drive
Cleveland, OH 44145

**Re: Brecksville-Broadview Heights School Campus Master Plan
Traffic Impact Study Scope of Services and Fee Proposal**

Dear Syed,

TranSystems Corporation of Ohio (TranSystems) is pleased to submit the included scope of services and fee proposal for the traffic impact study and related engineering services associated with your firm's master planning activities for the Brecksville-Broadview Heights school campus located on Mill Road. The following pages include the proposed scope of work and related fee information for our services. We understand work is intended to start in mid-March 2024.

Our scope of services has been outlined in four distant parts, which may be authorized and performed separately or concurrently with other parts. An hourly rate schedule has been included, which will be the basis for invoicing our work on a time and materials basis. Additional services beyond those specified herein will be negotiated separately and invoiced in accordance with the terms of our hourly rate schedule.

Please do not hesitate to contact me, or Aaron Grilliot, if you have any questions or need additional information. We appreciate the opportunity to be a part of this exciting and transformational master planning project.

Sincerely,

TranSystems Corporation of Ohio



Allen C. Biehl, PE
Vice President

Scope of Work – TranSystems Corporation of Ohio (TranSystems)
Prepared February 21, 2024
Brecksville-Broadview Heights Schools Traffic Impact Study (TIS)
Fee (all parts): \$46,925.00

This scope of work represents the traffic-related services to be provided by TranSystems for the Brecksville-Broadview Heights school campus site located on Mill Road. TranSystems will review existing information; perform associated traffic analyses, make recommendations and prepare a Traffic Impact Study (TIS) report; as well as participate, as needed, in project coordination meetings. These services are described in more detail below. Individual tasks may be authorized separately by Architectural Vision Group, Ltd.

Existing Information/Assumptions

The following information will be used as project assumptions and potential sources of existing data to support TranSystems' efforts.

- 2023 Mill Road Corridor Studies prepared by TMS Engineers for the Cities of Brecksville and Broadview Heights.
- Preliminary/conceptual site layout plans, as developed by Architectural Vision Group, Ltd.
- The school campus is/will be comprised of an elementary school, which is currently closed, a middle school and a high school.
- TranSystems will be provided with existing and projected figures on student enrollment, student parking, employees and bus/school schedules.
- Enrollment is approximately 2,000 students in the campus area (combined enrollment for the high school and middle school), which will be used as the basis for planning and study purposes. Assume no change for design year horizon.
- Currently 42 buses arrive (morning and afternoon) at the high school/middle school complex at the same time each day. Assume no change for design year horizon.
- Identification of short-term/low-cost solutions should be feasible for implementation before August 2024 or shortly after (i.e., the start of the next school year) and, if possible, should be salvageable for reuse in the future condition, following upgrades to the full campus area.
- Objectives of the traffic study and interim ingress/egress improvements should include improvements to traffic congestion and safety, considering all users (walkers, student drivers, parents, buses, etc.). Specifically, a goal will be to minimize conflicts between pedestrians and motor vehicles. The design process will consider means to separate buses, parent drop-offs, student drivers and those walking to school to create a safe and efficient multi-modal plan.

Task 1 (\$4,920.00): TranSystems will review the separate and standalone 2023 Mill Road Corridor Studies prepared by TMS Engineers for the Cities of Brecksville and Broadview Heights. The purpose of these reviews is to determine the usefulness of the studies in the preparation of the traffic analyses to be performed by TranSystems. Relevant findings and data will be identified and summarized for use in future tasks, in particular, to confirm whether supplemental traffic counts are needed.

Task 2 (\$9,030.00): TranSystems will review current traffic patterns (internal campus circuitry) for both buses and passenger cars and develop short-term, low-cost solutions that can be implemented immediately (i.e., prior to the 2024-2025 school year) to help alleviate current problems. Field visits during school arrival and departure hours may be performed to observe traffic flows into and out of the campus area. Further discussions with the architectural team and/or school administrators may be useful in identifying conflict points and other problem areas in need of interim improvements. Solutions may include changes to internal traffic circulation patterns, wayfinding signage or other traffic control improvements on the existing campus or at its three access points. These recommendations will be independent of any future modifications or reconfiguration of the school campus and assumes all buildings, as currently arranged, will be in place and not part of any future improvements. The existing (closed) elementary school and its access to Mill Road will not be studied as part of this task.

Task 3 (\$21,810.00): TranSystems will prepare a Traffic Impact Study (TIS) for the campus based on a 20-year planning horizon to capture the full range of improvements planned for the campus area in the coming years. We will follow accepted industry standards including guidelines prepared by the Ohio Department of Transportation (ODOT) for the preparation of the TIS and related engineering analyses and calculations. The TIS will consider traffic operations on Mill Road at the access points serving the school campus and the internal circulation of vehicular traffic. The Mill Road access points will include the three accesses in operation today along with the separate access drive serving the closed elementary school, assuming that the upgraded (future) campus layout will make use of this driveway.

TranSystems will coordinate with the architectural team on site circulation items including student drop-off locations, bus staging areas, parking areas and pedestrian conflict points with vehicular traffic. Once a preferred campus layout is determined, we will undertake the necessary traffic analyses to evaluate internal operations as well as the access points on Mill Road. The Mill Road intersections will be evaluated to determine whether turn lanes or changes to traffic control are needed to adequately service inbound, outbound and through traffic. Conversion of intersection operations to roundabout control is not included as part of the scope of our traffic study. The study will focus on peak hours of school operations, specifically the one-hour period around school arrival and departure times. The study is not intended to evaluate traffic operations on Mill Road outside of peak school periods (i.e., commuter or rush hour peaks) unless those peak periods coincide with one another.

The TIS will include the following, as applicable:

- Background traffic growth projections to a 20-year design year, assumed to be year 2044.
- Manual adjustments to school traffic projections and routing based on site ingress/egress and internal circulatory roadway configuration. TranSystems will need input from outside sources to confirm busing and parking figures.
- Development and assignment of “full build” peak period turning movement traffic volumes at up to four intersections on Mill Road.
- Evaluation of AM and PM peak hours around school arrival/departure times using Highway Capacity Software to determine operating level of service (LOS) and delay.

- Turn lane warrants/sizing calculations will adhere to ODOT Location and Design Manual criteria.
- Evaluation of vehicle queuing within the circulatory roadway system.
- A written report will be submitted electronically (PDF format) summarizing the study process, findings and recommendations.

Task 4 (\$11,165.00): This task includes TranSystems' time for administration and management activities as well as meeting attendance, project coordination, and over-the-shoulder guidance with the architectural team. TranSystems will be available to meet with Architectural Vision Group and school officials throughout the development of conceptual campus plans to offer insights and assistance on traffic operations and safety considerations to ensure the outcomes of the traffic study and master planning process result in a concept that is safe and efficient for all users. The purpose of our involvement in the "planning" phase is to ensure that the preferred concept, which will form the basis of the TIS, is based on sound traffic engineering and safety principles. Our involvement throughout this process will allow TranSystems' transportation professionals to offer input and feedback to the architectural team through over-the-shoulder reviews of the various concepts as they are developed and refined.

FEE PROPOSAL

TranSystems Corporation of Ohio (TranSystems)
 Prepared February 21, 2024
Brecksville-Broadview Heights Schools Traffic Impact Study (TIS)
 See Attachment A for 2024 Hourly Schedule of Rates

		Engineer IV -					Total Hours	Labor (\$)	Travel (\$)	Total Fee (\$)
		Engineer IV	Project Manager	Engineer II	Engineer I	Engineer I				
Part 1	Hours	1	8	9	0	0	18			
	Fee	\$370.00	\$2,840.00	\$1,710.00	\$0.00	\$0.00		\$4,920.00	\$0.00	\$4,920.00
Part 2	Hours	4	8	24	0	0	36			
	Fee	\$1,480.00	\$2,840.00	\$4,560.00	\$0.00	\$0.00		\$8,880.00	\$150.00	\$9,030.00
Part 3	Hours	4	10	50	56	56	120			
	Fee	\$1,480.00	\$3,550.00	\$9,500.00	\$7,280.00	\$7,280.00		\$21,810.00	\$0.00	\$21,810.00
Part 4	Hours	10	19	3	0	0	32			
	Fee	\$3,700.00	\$6,745.00	\$570.00	\$0.00	\$0.00		\$11,015.00	\$150.00	\$11,165.00
All Parts (1-4)										
	Hours	19	45	86	56	56	206			
	Fee	\$7,030.00	\$15,975.00	\$16,340.00	\$7,280.00	\$7,280.00		\$46,625.00	\$300.00	\$46,925.00

ATTACHMENT A

TranSystems Corporation of Ohio

YEAR 2024 SCHEDULE OF RATES

(Effective January 1, 2024 through December 31, 2024*)

* TranSystems reserves the right to revise billing rates after this date

Rate Schedule for use by ARCHITECTURAL VISION GROUP, LTD.

**** Additional rates/classifications will be added on an as-needed basis**

[illegible]

This Schedule of Rates covers labor costs only; direct expenses incurred by **TranSystems Corporation of Ohio** in performance of Professional Services under this Schedule shall be reimbursed at actual cost. Direct expenses include, but are not limited to, the costs and expenses for travel, reproduction, mailing/shipping, supplies and materials, transportation/mileage, telephone or communications, equipment rental, vendors and subconsultants.

TRANSYSTEMS

EXHIBIT "C"



February 13, 2024

Mr. Syed Abbas
Architectural Vision Group
23850 Sperry Drive
Cleveland, Ohio 44145

Email: syedabbas@avgl.com
Phone: 440-808-8520

RE: Proposal for Professional Surveying Services
Existing Conditions Survey
Brecksville-Broadview Heights Campus
6380 Mill Road
Brecksville, Broadview Heights, Cuyahoga County
PPN: 601-12-001, 582-31-006, 582-31-004, 582-31-003, 583-25-002

Mr. Abbas:

Thank you for the opportunity to provide you with the following proposal for professional services for the above-referenced parcel of land. Lewis Land Professionals, Inc. will **complete** your project approximately **8-10 weeks** after receiving a signed copy of this proposal granting authorization to proceed and payment of the required retainer amount, weather dependent. This proposal is valid for 30 days from the date noted above. The following items of work are not severable.

While we strive to obtain the desired outcome of each project for every client, Lewis Land Professionals, Inc. does not guarantee the success and/or approval of your project since we have no control over many events, decisions, regulations, and constraints that influence your project. Lewis Land Professionals has no control on how long review submissions take once submitted to regulating agencies and therefore cannot guarantee timeframes for project completion. Technical assistance with the client's contractors, subcontractors and/or installers will be invoiced at the standard hourly rate.

If the client decides to terminate this agreement prior to the completion of the project, the client agrees to pay Lewis Land Professionals for the actual time and materials worked on the project up to the time a written cancellation notice is received from the client.

Architectural Vision Group, collectively herein after referred to as "client".

8691 Wadsworth Road Suite 100 Wadsworth, Ohio 44281
(330) 335-8232

Item 1: Boundary & Existing Conditions Topographic Survey

We will complete a comprehensive boundary topographic survey of parcels: 601-12-001, 582-31-006, 582-31-004, 582-31-003, and 583-25-002, being approximately 85 acres at 6380 Mill Road and outlined on the attached map. This includes showing the location of storm sewers, sanitary sewers, gas/electric/telephone markings, roadways, buildings, visible improvements to the property, and contour elevations at 1' intervals. This fee does not include any subsurface investigation for structures or utilities. All items will be shown from visible features, Ohio 811 markings, and record plans if available from Architectural Vision Group. Individual trees will be shown and wooded areas will be outlined only. The final survey will be provided to the client in AutoCAD Civil 3D 2023 and PDF formats. Easements and encumbrances will be shown per a current title commitment, as provided to Lewis Land Professionals, to complete AIA document #2.2.8.

The Estimated fee for Item 1 shall be:

\$58,300.00

The following items of work are not included, but can be provided at the following standard rate of schedule or under separate proposal:

- a. Interior building information
- b. Tree survey
- c. Wetlands or stream determination
- d. In-person/virtual meetings
- c. Title insurance or title commitment
- d. Lawsuit related work and encroachment exhibit drawings
- e. Subsurface utility/structure locations
- f. Easement document preparation
- h. Site engineering/drainage calculations
- i. Lot split/combination/ALTA survey

Additional services can be provided at the following standard rate schedule:

Standard Rate Schedule (Rates are subject to change).

Senior Professional Engineer	\$132.00 per hour
Senior Professional Surveyor	\$132.00 per hour
Professional Engineer	\$116.00 per hour
Professional Surveyor	\$116.00 per hour
Survey Tech	\$82.00 per hour
Engineer Tech	\$82.00 per hour
Survey Field Crew (2 man)	\$176.00 per hour
Survey Field Crew (1 man)	\$125.00 per hour
Administrative	\$63.00 per hour
Expert Witness	\$168.00 per hour

Permits: Lewis Land Professionals, Inc. will provide application forms for permits for signature and submission by the Client. The Client shall pay permit fees.

Information Provided by Others: Client shall provide Lewis Land Professionals, Inc. all pertinent background information related to the project. The sources of any such information may include, but are not limited to, Client. Client recognizes that it is impossible for Lewis Land Professionals to assure the sufficiency or accuracy of such information, either because it is impossible to do so, or because of errors or omissions by others which may have occurred in assembling the information. Accordingly, Lewis Land Professionals may rely on all information provided to it, and arising, or allegedly arising, from errors, omissions, or inaccuracies in documents or other information provided to Lewis Land Professionals by sources which may include, but are not limited to, Client, and agrees to compensate Lewis Land Professionals for any time spent or expenses incurred by Lewis Land Professionals in defense of, or otherwise regarding, any such claim.

Changed Conditions. In the event of an occurrence or discovery that was not originally contemplated by or known to Lewis Land Professionals in developing the original scope of services and fees, Lewis Land Professionals, in its sole discretion, may request modification of this Agreement. In the event of such a request, Lewis Land Professionals shall identify to Client the change in conditions which, in Lewis Land Professionals' judgment, make such modification necessary. If modified Agreement or specific Additional Services cannot be agreed to, this Agreement may be terminated.

Documents: Lewis Land Professionals, Inc. will provide all necessary final documents, plans, and drawings on paper. Lewis Land Professionals, Inc. is the sole owner of the electronic files created to produce the necessary documents, plans and drawings and is not required to provide copies in electronic format. Lewis Land Professionals, Inc. reserves the right to retain electronic files.

Reimbursable Expenses: Client shall reimburse Lewis Land Professionals, Inc. for the following costs, but not limited to, all blueprints, copies, printing, deliveries, mail services, equipment charges, and fees from outside services. Reimbursable fees will be the actual cost plus 20 percent.

Project Site Photographs: By this agreement, the Client hereby assigns Lewis Land Professionals, Inc. the irrevocable and unrestricted right to use, display, and/or publish the images taken of the subject project site. All photos taken are considered the property of Lewis Land Professionals, Inc. and will be used for project related documentation and/or promotional purposes only and will not be sold for profit.

Modification or Termination of Project: This agreement may be modified only by written addendum, mutually agreed to and signed by an authorized representative of the Client and Lewis Land Professionals, Inc.

Either party to this agreement may terminate this agreement with cause at any time upon (30) thirty days written notice to the other. Lewis Land Professionals, Inc. will provide the Client with documentation of completed work then in progress, including reproducible copies and written materials. The Client will pay Lewis Land Professionals, Inc. for all fees and expenses within (30) thirty days of documentation for all work completed at the time of notice.

Opinion of Costs/Cost Estimates. Since Lewis Land Professionals has no control over the cost of labor, materials, equipment, or services furnished by others or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions / estimates as to the costs of services, construction or materials shall be made on the basis of its experience and qualifications and represent its best judgment; however, Lewis Land Professionals cannot and does not guarantee that bids or actual costs will not vary from opinions/ estimates of probable cost.

Consequential Damages: Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of this contract, including, without limitation, loss of profit or business interruptions, including home office overhead, however same may be caused.

No Waiver Except in Writing: None of the requirements of this Contract shall be considered as waived by either party unless the same is done in writing, and then only by the person executing this Contract, or other duly authorized agent or representative of the party.

Jurisdictional Wetlands and Streams, Environmental Hazardous Conditions, Fish and Wildlife Presence, Archeological or Historical Significances: Lewis Land Professionals, Inc. makes no determination as to the existence or presence of Jurisdictional Wetlands and Streams, Environmental Hazardous Conditions, Fish and Wildlife presence, Archeological or Historical Significances within, on, or near the subject property. It is the Client's responsibility to employ qualified consultants including but not limited to: wetland consultants, environmental consultant, biological scientists, and archeologists to investigate and determine if any permits are required prior to any earth or vegetation disturbing activities or other impacts related to the subject property.

Ingress, Egress and Location: Client hereby assigns to Lewis Land Professionals, Inc all necessary rights of ingress and egress with respect to the property for the performance of Lewis Land Professionals, Inc.'s work contemplated by this Contract. Possibly without prior notice. Should Lewis Land Professionals, Inc be denied free access to location for any reason reasonably within the Client's control, any time lost by Lewis Land Professionals, Inc as a result of such denial shall be paid at the applicable rate.

Limiting Conditions. Certain conditions may be encountered in the field which limit Lewis Land Professionals' ability to complete all or part of the scope of services. These may include (but are not limited to) locks on gate, fences, immovable equipment or machinery; structurally unsound buildings, walkways, "cat walks", etc.; snow cover; debris/fill piles; or active game hunting in the immediate area where Lewis Land Professionals is to implement the scope of services. In the event of a limiting condition, the Lewis Land Professionals will endeavor to contact the Client as soon as practical to advise of the limiting condition, and request direction on how to complete the scope of services, given the limiting condition. Should the Client direct

Lewis Land Professionals to return to the site once the limiting condition has been removed or otherwise abated, such a re-inspection of the work site by Lewis Land Professionals may be considered an Additional Service, and subject to additional compensation above that contemplated in the original agreement. Should the Client direct Lewis Land Professionals to disregard the limiting condition, the Client will waive any claim against Lewis Land Professionals, and agree to defend, indemnify and hold Lewis Land Professionals harmless from any claim or liability for injury or loss arising, or allegedly arising, from said conditions, and agrees to compensate Lewis Land Professionals for any time spent or expenses incurred by Lewis Land Professionals in defense of any such claim in accordance with Lewis Land Professionals' fee schedule. And expense reimbursement policy.

Project Timeliness: Lewis Land Professionals, Inc endeavors to perform its duties hereunder in a timely and efficient manner. Lewis Land Professionals, Inc, however, makes no representation, either express or implied, with respect to the length of time of its performance and shall not be responsible to the client for any delay, damage or failure caused by or occasioned by an unavoidable event.. Lewis Land Professionals' field or technical work may be interrupted due to causes beyond its control. Client shall not hold Lewis Land Professionals responsible to damages or delays in performance caused by acts of God or other circumstances. For purposes of this Agreement, acts of God and other circumstances beyond the control of Lewis Land Professionals include, but are not limited to, unusual weather; floods; epidemics/pandemics; war-like action, insurrection, revolution or civil strife, civil war or hostile action, strikes, acts of public enemies, riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; denial of, or impediment to, site access; insufficient or incomplete delivery of information required from Client, federal or state laws, rules and regulations of any governmental authority having jurisdiction in the property, or third parties; or any other group, or inability, despite reasonable diligence, to obtain personnel, equipment or material for the project.

Governing Law: These terms and conditions shall be construed, governed, enforced and litigated, in the relations between the parties determined in accordance with the laws of the state of Ohio.

Assignments: Neither party may assign this Contract without the prior written consent of the other, and prompt notice of such intent to assign shall be given to the other party. In the event of such assignment, the assigning party shall remain liable to the other party as a guarantor of the performance of the assignee of the terms of the Contract.

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

Compensation for Additional Services. The undertaking of Lewis Land Professionals to perform professional services under this Agreement extends only to those services specifically described herein. If Client and Lewis Land Professionals agree that Lewis Land Professionals shall perform additional services ("Additional Services") hereunder, Client shall pay Lewis Land Professionals for the performance of such Additional Services (in addition to all other amounts payable under this Agreement) in accordance with Lewis Land Professionals' current fee schedule and expense reimbursement policy.

Payment of Services: Progress billings shall be submitted as the work progresses and shall be payable within (30) thirty days of the date of the invoice. Payments beyond (30) thirty days may include a (1.5%) per month (18% per annum) late charge. Failure to make payment when due may be cause for suspension of services or, ultimately, termination, unless and until Lewis Land Professionals, Inc. has been paid in full all amounts due for services, expenses and other related charges. Lewis Land Professionals, Inc. shall be entitled to attorney's fees and other costs incurred by us in collecting delinquent accounts. Failure to make payment as provided herein could result in Lewis Land Professionals, Inc. sending the contract to a third party collection company, and/or filing a lien on the real property which is the subject of this Contract. By executing this Contract for Services, the Client waives any limitation on the period in which Lewis Land Professionals, Inc. may file notice of intention to hold a lien against the Client's property to secure payment of our fees.

Instruments of Service. All reports, logs, field data, field notes, calculations, estimates and other documents prepared by Lewis Land Professionals are instruments of service. In the case of a failure to pay Lewis Land Professionals by the Client, all such instruments of services will be considered the rightful property of Lewis Land Professionals, not the Client, and returned to Lewis Land Professionals in accordance with the Payment of Services paragraph of these provisions. Further, the contents of this proposal may not, for any purpose, be copied, or be provided or otherwise communicated, in whole or in part, to any party other than Client or Clients' legal counsel.

Time Limit for Claims. Client agrees that it will not pursue claims against Lewis Land Professionals more than two (2) years following completion of Lewis Land Professionals' performance of the work from which the claim arises or to which it relates.

Disputed Invoices: Client shall pay all invoices within 30 days after receipt. If Client disputes an invoice or any part thereof, Client shall, within 15 days after receipt of the invoice, notify Lewis Land Professionals, Inc of the item disputed, specifying the reason. Payment of the disputed item may be withheld until settlement of the dispute, but timely payments shall be made on any undisputed portion. Any sums, including amount ultimately paid with respect to a disputed invoice, not paid within the above-specified limits may bear interest at the rate 1.5% per month (18% per annum). If Client does not pay undisputed items within the above stated time, Lewis Land Professionals, Inc may terminate this contract.

Retainer: We require a retainer prior to the commencement of work. The retainer will be credited to the total fee for the work performed.

Retainer amount

\$00.00

Quoted Prices: All prices quoted in the above work items and hourly standard rates reflect a 3% cash/check/money order/direct deposit discount. This discount is not valid for credit card purchases. Credit card purchases are 3% higher than the cash price listed.

Acceptance and Notice to Proceed: Lewis Land Professionals, Inc. is prepared to proceed with the above-described professional services, upon receipt of your authorization acceptance of this proposal, and the execution of (1) one signed complete copy to this office. The parties hereto further agree that delivery of this document may be accomplished by: original hardcopy delivered and mailed; and/or emailed copy, if email delivery is utilized, the email copy shall constitute an original. Should any questions arise concerning the above proposal, please feel free to contact us. Please sign and date the acceptance and return it with the retainer. If executed acceptance and notice to proceed is not received within 30 days of the date of preparation, this proposal shall be null and void.

Acceptance by:

Lewis Land Professionals, Inc.

Client (Sign)

Date

Joseph A. Burgoon, P.S., Vice President

2/13/2024

Date

Client (Print)



