

RESOLUTION APPROVING A MASTER SERVICES AGREEMENT AND TASK ORDER WITH PRIME AE GROUP OF AMERICA, INC. FOR THE MASTER PLAN FOR THE LODGE AT GENEVA-ON-THE-LAKE

WHEREAS, Ashtabula County (“Client”) desires to undertake a comprehensive master plan for The Lodge at Geneva-on-the-Lake to evaluate existing site conditions, assess programming needs, identify improvement opportunities, and develop a long-term campus master plan; and

WHEREAS, Janet Discher, County Administrator, has presented to the Board of Commissioners the Master Services Agreement and Task Order, to-wit:

Party: PRIME AE Group of America, Inc., 2550 Interstate Drive, Suite 301, Harrisburg, PA 17110

Scope: Project initiation and data gathering, site assessments, stakeholder engagement, needs assessment, program development, conceptual design alternatives, draft and final master plan documentation, design studies, and required meetings

Amount: A lump-sum amount of \$172,823.00, plus reimbursable expenses estimated at \$8,500.00 billed at cost plus 15%, for a total estimated not-to-exceed project amount of \$181,323.00

Term: Five (5)-year term, with automatic one-year renewals unless terminated earlier

WHEREAS, the Board of Commissioners finds the Master Services Agreement and Task Order to be acceptable and necessary for the advancement of improvements at The Lodge at Geneva-on-the-Lake; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio, that the Master Services Agreement and Task Order between Ashtabula County and PRIME AE Group of America, Inc. for the preparation of The Lodge at Geneva-on-the-Lake Master Plan are hereby approved; and

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-510

November 20, 2025

**RESOLUTION APPROVING A MASTER SERVICES AGREEMENT AND TASK
ORDER WITH PRIME AE GROUP OF AMERICA, INC. FOR THE MASTER PLAN
FOR THE LODGE AT GENEVA-ON-THE-LAKE**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT ("MSA"), effective as of the date of last signature below ("Effective Date"), is by and between [CLIENT LEGAL ENTITY NAME] ("Client"), with its principal place of business located at [CLIENT ADDRESS] and PRIME AE Group of America, Inc. ("PRIME AE AMERICA"), with its principal place of business located at 2550 Interstate Dr, STE 301 Harrisburg, PA 17110-9606. PRIME AE AMERICA and Client may be referred to collectively herein as "the parties," and any one of them may be referred to as "a party".

WHEREAS, Client has a need, from time to time, to access professional services involving individual tasks or multiple tasks in support of its operations, facilities, and projects; and

WHEREAS, PRIME AE AMERICA is willing to perform such professional services for Client on a project-by-project basis for the compensation and on the schedule outlined in task orders mutually agreed to by the parties by the terms & conditions of this MSA set forth herein.

WHEREAS, The Parties recognize that Client is a county entity, and as such, the restrictions on invalid contract terms and conditions provided under Ohio Revised Code Section 307.901 apply, any clause contained in this contract to the contrary notwithstanding.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Term of MSA.** Upon execution of this MSA by the parties, this MSA shall have the effective date as set forth above and shall remain in force for five (5) years, with automatic renewal for successive one (1) year terms unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term, or unless sooner terminated as provided herein. If this MSA is completed or terminated and there are existing Task Orders that remain in force, the terms and conditions of this MSA shall continue as they apply to those existing Task Orders and until those Task Orders are completed or terminated.
- 2. Task Orders.** The scope of services, schedule, and compensation are to be outlined in a written Task Order in a form such as is attached to this Agreement as Exhibit A (Example Task Orders). The terms & conditions of this MSA shall apply to each Task Order requested by Client, except to the extent expressly modified by each mutually agreed to Task Order. These MSA terms & conditions, together with the Task Orders, shall constitute the complete agreement and understanding between the parties. These MSA terms & conditions shall govern the services, schedule, and compensation for each Task Order. Each Task Order shall be automatically incorporated by reference into this MSA upon execution by the parties. Where compensation in a Task Order is "not to exceed" a specified sum, PRIME AE AMERICA shall use commercially reasonable efforts to notify Client when approximately 80% of such sum has been expended, which notification shall be for Client's convenience only and shall not be a condition precedent to Client's obligation to pay for services rendered. PRIME AE AMERICA shall not be required to provide services beyond such sum unless Client authorizes an increase in writing. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded

without Client authorization if the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations that occur after the budget is established or other circumstances beyond PRIME AE AMERICA's control, shall be a basis for equitable adjustments to the budget and schedule. The technical and pricing information in a Task Order is confidential and proprietary property of PRIME AE AMERICA. It shall not be disclosed or made available to third parties without the written consent of PRIME AE AMERICA. Unless otherwise specified in the Task Order, the Task Order's schedule and fees constitute PRIME AE AMERICA AMERICA's best estimate of the time and cost required to complete the project. As the project progresses, site conditions, changes in the law, or other unforeseen facts or events may necessitate revisions to PRIME AE AMERICA's scope, schedule, and/or fee. PRIME AE AMERICA will inform Client of such situations so that Task Order revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

3. **Performance of Services.** PRIME AE AMERICA's services under each Task Order will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same locality ("Standard of Care"). PRIME AE AMERICA makes no other representations or warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Client acknowledges and agrees that PRIME AE AMERICA has been engaged to provide professional services only, and that PRIME AE AMERICA does not owe any fiduciary duty or responsibility to Client. PRIME AE AMERICA's sole duties and obligations to Client are those expressly outlined in this MSA. There are no intended third-party beneficiaries to this MSA. No other warranty, express or implied, is included or intended by the MSA other than the Standard of Care, and PRIME AE AMERICA expressly disclaims all other warranties, including any implied warranties of merchantability, free from defects, or fitness for a particular purpose. Notwithstanding any provision of applicable law or professional regulations to the contrary, according to NO INDIVIDUAL EMPLOYEE, AGENT, OFFICER, OR DIRECTOR OF PRIME AE AMERICA WHO IS A REGISTERED ARCHITECT OR OTHER PROFESSIONAL PROVIDING SERVICES UNDER THIS MSA SHALL BE PERSONALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THEIR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT. Client agrees to look solely to PRIME AE AMERICA's corporate assets for satisfaction of any such claims. PRIME AE AMERICA is an independent contractor, and nothing in this MSA shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE AMERICA and Client or its subcontractors or consultants. PRIME AE AMERICA does not represent or warrant that any permit or approval will be issued by any governmental body, given the complexity and frequent changes in applicable rules, regulations, and interpretations by authorities. In no case shall PRIME AE AMERICA be obligated to take any action that would cause PRIME AE AMERICA to breach the Standard of Care, suffer a penalty, or contravene applicable Law. Client agrees that non-service activities undertaken by others on the project will be managed so as not to materially interfere with PRIME AE AMERICA's obligations to Client under this MSA.

4. **Right of Entry.** The Client shall be responsible for obtaining all necessary legal rights-of-entry and associated costs for properties required by the project.

5. **Compensation.** Fees are quoted for the current calendar year and will be subject to annual escalation on January 1st each year thereafter, at a rate of not less than 5% or as otherwise determined by PRIME AE AMERICA based on market conditions and cost increases, with thirty (30) days' prior written notice to the Client. The fees and rate schedules constitute PRIME AE AMERICA's best estimate of the charges and time required to complete the Services for the Project. As the project progresses, the Client may change, regulatory reviews may be necessary, site conditions may change, the law may evolve, delays or actions by third parties may occur, force majeure events may arise, or other circumstances beyond PRIME AE AMERICA AMERICA's reasonable control may necessitate revisions to the Base Services, requiring additional services ("Additional Services"). Any such circumstances shall entitle PRIME AE AMERICA to an equitable adjustment in the schedule and compensation. Additional Services shall be the subject of mutually agreed and separately executed change orders. PRIME AE AMERICA is under no obligation to perform any Additional Services unless PRIME AE AMERICA receives a prior written change order, which sets explicitly for the PRIME AE AMERICA AMERICA's Additional Services, schedule, and fee, and is agreed to and executed by both Parties ("Change Order"). If the Parties fail to reach an agreement on a Change Order, PRIME AE AMERICA shall have no liability to the Client for any delay or damage resulting from the failure to reach an agreement on a Change Order. The Client shall remain liable to PRIME AE AMERICA for all fees for Services and any prior executed Change Order. To the extent any Change Order, the term Services in this MSA shall be defined to include those Additional Services outlined in Change Orders. All terms, provisions, and agreements outlined in Change Orders are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms outlined in Change Orders are inconsistent with the terms of this MSA, the terms outlined in this MSA shall apply.

6. **Payment.** Invoices will be submitted periodically (customarily monthly), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE AMERICA in writing of any disputed amount within seven (7) business days from the date of the invoice, and failure to notify within this period shall constitute acceptance of the invoice, give specific reasons for the objection, and promptly pay the undisputed amount. Failure to provide such notice within the specified period shall constitute acceptance of the invoice and waiver of any right to dispute such amounts. If Client fails to make any payment due to PRIME AE AMERICA for services and expenses within thirty (30) days after receipt of PRIME AE AMERICA AMERICA's statement therefor, the amounts due PRIME AE AMERICA will be increased at the rate of 1.5% per month or 18% per annum (or the maximum rate permitted by applicable law, whichever is less) from said thirtieth day, and in addition, PRIME AE AMERICA may, after giving seven (7) days' written notice to Client, suspend services under this MSA. Unless PRIME AE AMERICA receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE AMERICA shall have no responsibility to Client for delay or damage caused to Client because of such suspension of



services. In the event PRIME AE AMERICA employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay litigation costs, reasonable attorney's fees, and court costs (before and through any trial and/or subsequent proceeding) incurred by PRIME AE AMERICA.

7. **Insurance.** PRIME AE AMERICA will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. The insurance requirements specified in this Agreement shall be PRIME AE AMERICA's only obligations concerning insurance coverage. PRIME AE AMERICA agrees to maintain at its own expense, Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate on a claims-made basis for bodily injury, including death and property damage; Professional Liability insurance for \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client reflecting PRIME AE AMERICA AMERICA's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. If Client requires insurance coverage beyond what is specified above, PRIME AE AMERICA may, in its sole discretion, attempt to procure such additional insurance, provided that (1) such insurance is available from carriers acceptable to PRIME AE AMERICA at commercially reasonable rates, (2) Client agrees in advance to reimburse PRIME AE AMERICA for all additional premiums and costs associated with such insurance, and (3) Client agrees to pay PRIME AE AMERICA a reasonable administrative fee for procuring and maintaining such additional coverage.
8. **Confidentiality.** PRIME AE AMERICA will hold confidential all business and technical information obtained from Client or generated in performing services under this MSA, provided that PRIME AE AMERICA AMERICA's confidentiality obligations shall not apply to any information that (i) is or becomes publicly available through no fault of PRIME AE AMERICA, (ii) is independently developed by PRIME AE AMERICA without use of Client's information, (iii) is rightfully received from a third party without restriction, (iv) is required to be disclosed by law, regulation, or court order, or (v) was in PRIME AE AMERICA's possession prior to disclosure by Client, except as required for: (1) performance of services under this MSA; (2) compliance with professional standards of conduct and/or Standard of Care; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE AMERICA against claims or liabilities arising from the performance of services under this MSA. PRIME AE AMERICA's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others. Client shall not issue any press release or public communication regarding PRIME AE AMERICA or the services provided hereunder without PRIME AE AMERICA's prior written consent (which shall not be unreasonably withheld or delayed) as to both the content and timing of such communication.
9. **Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those

in electronic form, obtained, created or prepared by PRIME AE AMERICA in performing services under this MSA are instruments of PRIME AE AMERICA's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE AMERICA's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE AMERICA, for future modifications to this project, or any other purpose than the purpose intended under this MSA, without first obtaining PRIME AE AMERICA's express written permission for a specific use license and paying an additional license fee to be agreed upon by the parties. Any unauthorized use of the Instruments shall be at Client's sole risk, and Client agrees to waive any claims against PRIME AE AMERICA related to such unauthorized use. Any reuse or distribution of Instruments to third parties without such express written permission, verification, or project-specific adaptation by PRIME AE AMERICA will be at Client's sole risk and without liability to PRIME AE AMERICA or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. For the avoidance of doubt, Client shall obtain the prior written consent of PRIME AE AMERICA to have the right to publish any of the documents, information, or data provided by PRIME AE AMERICA during provision of the Services, except for the deliverables identified in Task Orders, for the intended purpose. Client shall indemnify, defend, and hold harmless PRIME AE AMERICA and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including reasonable attorney's fees and costs of defense, arising out of or resulting from any unauthorized use, reuse, or modification of the Instruments. Any such verification or project-specific adaptation shall entitle PRIME AE AMERICA to additional compensation.

10. **Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this MSA. Suspension or termination by Client shall be by written notice effective thirty (30) days after receipt by PRIME AE AMERICA. PRIME AE AMERICA may terminate or suspend services immediately upon written notice to Client if Client fails to make payments when due or otherwise materially breaches this MSA. The Client agrees to compensate PRIME AE AMERICA for all services performed and commitments made before the effective date of suspension or termination, together with reimbursable expenses, including those of subcontractors, subconsultants, and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE AMERICA shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE AMERICA harmless from any claim or liability resulting from such suspension or termination. Notwithstanding anything to the contrary contained in this MSA or applicable Task Order, PRIME AE AMERICA may terminate this MSA and all Task Orders immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) breach of Section 1, Section 5, Section 18 or Section 23; (b) an event of Force Majeure has been continuing during more than sixty (60) days; (c) Client had passed a resolution for winding-up or

liquidation (other than in order to amalgamate or reconstruct); (d) Client is unable to pay its debts and has presented a petition for voluntary bankruptcy; (e) Client had a bankruptcy order issued against it; (f) Client has a provisional receiver or administrative receiver appointed over the whole or a substantial part of its undertaking or assets; (g) liquidation proceedings have been initiated with respect to Client or Client is declared insolvent; (h) the making by Client of a proposal for a voluntary arrangement with creditors; (i) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic); or (j) the occurrence of any event analogous to the events enumerated under subsections (a) through (j) above under the law of any jurisdiction to which Client's assets and undertakings are subject. In the event this MSA is terminated under Section 9 (a) through (j), Client shall have an obligation to pay PRIME AE AMERICA immediately all outstanding invoices, all compensation due and owing PRIME AE AMERICA and not invoiced, and an amount equal to the costs reasonably and properly incurred by PRIME AE AMERICA as a result of or in connection with such termination.

11. **Force Majeure.** Except for Client's obligations to pay for services rendered by PRIME AE AMERICA, including those of its subcontractors, subconsultants and vendors, and to indemnify PRIME AE AMERICA, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this Section that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this MSA subject to termination or renegotiation. Should Client require PRIME AE AMERICA to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE AMERICA for additional labor, equipment, and any other costs associated with PRIME AE AMERICA in maintaining its personnel during the delay period.
12. **Mutual Waiver of Consequential Damages.** Neither Client nor PRIME AE AMERICA, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this MSA and/or Task Orders, whether the action in which recovery of damages is sought is based upon contract or tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty). Consequential damages include, but are not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action.

13. **Services During Construction.** If PRIME AE AMERICA provides services to Client during the construction phase of Client's project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE AMERICA to perform its services as a design professional better, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. Under Pennsylvania law and regulations, PRIME AE AMERICA shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE AMERICA have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE AMERICA does not guarantee, warrant, or assume responsibility for the performance, quality, or timeliness of the construction work or contract by others and expressly disclaims any responsibility for the means, methods, techniques, sequences, safety measures, or procedures of construction, or for others' failure to furnish and perform their work by the construction documents. If PRIME AE AMERICA's services during construction include shop drawing submittal review, PRIME AE AMERICA will review (or take other appropriate action concerning) shop drawing submittals, samples, and other data which the contract documents require PRIME AE AMERICA to review, but only for conformance with PRIME AE AMERICA's design concept of the project and compliance with the information outlined in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or safety precautions and programs incident thereto. PRIME AE AMERICA's review or other actions shall not constitute approval of anything contained in shop drawing submittals, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction, and (c) their obligations under contract documents or construction documents.
14. **Certifications.** Except as required by Pennsylvania Uniform Construction Code and applicable Pennsylvania laws and regulations, PRIME AE AMERICA shall not be obligated to execute any certificates, lender documents, owner/contractor agreements, or other legal documents that would (i) require knowledge, services or responsibilities beyond the scope of this Agreement, (ii) require PRIME AE AMERICA to sign non-market terms, (iii) require PRIME AE AMERICA to certify, guarantee or warrant the existence of conditions whose existence PRIME AE AMERICA cannot ascertain, or (iv) result in a waiver or diminishment of PRIME AE AMERICA's rights or benefits under this Agreement. In the event Client requests PRIME AE AMERICA to execute any payment lien waivers, releases, or similar documents related to payments for services rendered, such documents shall only become effective upon PRIME AE AMERICA's actual receipt and verification of payment in full for the services covered by such documents. Any payment lien waiver, release, or similar document shall be conditional upon such payment. It shall not waive or release any rights related to services or amounts not explicitly covered by such payment.

PRIME AE AMERICA shall have no obligation to execute any unconditional lien waivers or releases until it receives actual and verified payment. Nothing in any lien waiver or release shall be construed to waive PRIME AE AMERICA's rights or claims related to: (1) retainage, (2) unbilled or unperformed extra work or changes, (3) any claims or disputes not yet resolved, or (4) any amounts not explicitly identified in the waiver or release. PRIME AE AMERICA's execution of any lien waivers shall not waive any non-payment related claim the PRIME AE AMERICA has now or may have in the future against Client.

15. **Reliance.** PRIME AE AMERICA shall be entitled to rely, without liability, on the accuracy and completeness of any information provided by Client, including any pre-proposal or pre-bid data and information, as well as information provided by Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification, except where such information is incorrect or inconsistent with professional standards. Any opinions rendered by PRIME AE AMERICA under this MSA are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE AMERICA. Client agrees to indemnify, hold harmless, and defend PRIME AE AMERICA and its officers, directors, employees, agents and consultants to the fullest extent permitted by law for any claims, losses, costs, expenses (including reasonable attorneys' fees), or damages allegedly suffered by others due to unauthorized reliance on any opinion, deliverable or work product provided under the MSA.
16. **Opinion of Probable Costs.** When required as part of its services, PRIME AE AMERICA will furnish opinions of probable cost, which are to be considered preliminary estimates only and shall not be construed as guarantees or warranties of actual expenses or construction costs to complete a project. Such opinions represent PRIME AE AMERICA's judgment as a design professional and do not guarantee the accuracy of such estimates. Client acknowledges that actual costs will be affected by market conditions, inflation, and other factors beyond PRIME AE AMERICA's control and may vary significantly from any estimates provided. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE AMERICA hereunder will be made based on PRIME AE AMERICA's experience and qualifications. They will represent PRIME AE AMERICA's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE AMERICA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.
17. **Limitation of Liability.** Client and PRIME AE AMERICA have discussed the risks, rewards, and anticipated outcome of the project in the Task Orders and an estimated total fee for services, and agree that to the fullest extent permitted by Pennsylvania law, the total liability, in the aggregate, of PRIME AE AMERICA and professional its officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any injuries,

claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE AMERICA's services, the project or this MSA, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or breach of contract, shall be limited under this MSA, including all Task Orders, to the greater of (i) the available insurance required by this Agreement but only to the extent the Client pays the applicable insurance deductible or (ii) the total fees actually received by PRIME AE AMERICA under this MSA and all applicable Task Orders. This limitation shall not apply to damages arising from gross negligence or willful misconduct. Client agrees that PRIME AE AMERICA's officers, directors, employees, agents, and consultants shall have no individual liability to Client or any third party for professional negligence, errors, or omissions arising from or relating to this MSA or the services provided hereunder, and that any such claims shall be directed solely against PRIME AE AMERICA as an entity. This waiver of individual liability shall apply to the maximum extent permitted by applicable law, and the parties expressly agree that this provision is a material term of this Agreement. PRIME AE AMERICA's calculation of fees, however, outlined in the Task Orders, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of these limitations of liability.

18. **Dispute Resolution.** If a dispute arises out of or relates to this MSA or a breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation for at least 45 days. If the dispute is not resolved through these negotiations before the initiation of legal proceedings, the Client and PRIME AE AMERICA agree to submit all claims and disputes arising out of this MSA to non-binding mediation with a mutually agreed-upon mediator within 45 days of the conclusion of the failed negotiations. The parties agree to participate in the mediation in good faith, to share equally in its costs, including mediator fees and any associated expenses, and to refrain from commencing a civil action concerning the matters submitted to mediation until after the completion of the initial mediation session. Any claims or causes of action arising out of or related to this MSA or the services provided hereunder must be initiated within one (1) year from the date the party making the claim first became aware, or should have reasonably become aware, of the facts giving rise to the claim. For purposes of this provision, "initiation" of a claim shall mean filing a lawsuit, commencing arbitration, or formally submitting the dispute to mediation. This one-year limitation period shall apply regardless of whether the claim sounds in contract, tort, strict liability, product liability, or any other theory of recovery. This provision shall survive completion or termination of this MSA; however, neither party shall seek mediation or litigation of any claim or dispute arising out of this MSA beyond the periods specified herein.
19. **Precedence.** These terms & conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any task order, contract, purchase order, requisition, notice to proceed, or similar or like document, unless such modifications are specifically agreed to in writing by an authorized officer of PRIME AE AMERICA. In the event of a conflict in the contract documents, the following order of precedence shall apply, subject to the waiver and amendment requirements outlined in Article 26: (a) this Master Services Agreement; (b) Exhibit A (Task Orders when fully executed).

20. **Severability.** If any of these terms & conditions are finally determined to be invalid or unenforceable in whole or in part under the Law, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these terms & conditions or the applicable Task Order to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
21. **Survival.** These terms & conditions shall survive the completion of PRIME AE AMERICA's services on the project and the termination of services for any cause. Upon substantial completion of the project or construction, whichever is sooner, PRIME AE AMERICA shall have no obligation to maintain, store, or preserve any project documents, data, drawings, specifications, or other work product. Client shall be solely responsible for maintaining all project records required by law or contract after substantial completion. PRIME AE AMERICA may, in its sole discretion, dispose of or delete any project documents after substantial completion without notice to Client.
22. **Governing Law.** The laws of the state of Pennsylvania, regardless of the location of the project, shall govern the validity, construction, interpretation, and performance of this MSA or any applicable Task Order. Any legal action or proceeding arising out of this MSA or the provision of services by PRIME AE AMERICA shall be brought exclusively in the state or federal courts located in Pennsylvania. Each party hereby irrevocably submits to the personal jurisdiction of such courts, and under a Task Order or any modification thereof, may be submitted by PRIME AE AMERICA to a State Court in Pennsylvania.
23. **Assignment.** This MSA shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No assignment shall operate to relieve the assignor of its obligations under this MSA. Client shall not assign its interests herein without the prior written consent of PRIME AE AMERICA. No assignments by Client of this MSA or of any monies due or to become due hereunder shall be binding upon PRIME AE AMERICA until PRIME AE AMERICA's written consent thereto is obtained. Purported assignments by Client to anyone of any right under this MSA without the written consent of PRIME AE AMERICA shall be null and void and without effect. PRIME AE AMERICA may assign this MSA without Client consent (but with prior written notice to Client) to (i) an affiliate or subsidiary of PRIME AE AMERICA, or (ii) a successor entity to PRIME AE AMERICA resulting from a merger, acquisition, consolidation, reorganization, or sale of all or substantially all of PRIME AE AMERICA's assets. Any permitted assignee shall assume all obligations of PRIME AE AMERICA under this MSA.
24. **Headings.** Section and other headings contained in this MSA are for reference purposes only and shall not affect in any way the meaning or interpretation of this MSA.
25. **Integrated Agreement.** This MSA, Task Orders, and all other documents and instruments delivered by the terms hereof constitute the entire understanding and agreement among the



parties concerning the subject matter, and there are no agreements, understandings, restrictions, representations, or warranties among the parties other than those outlined in this MSA.

26. **Notices.** All notices, requests, claims, demands, and other communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service, or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

To PRIME AE AMERICA:

Print Name: Chas Schreckenberger, FAIA

Title: Vice President, Architecture

Address: 540 White Pond Drive, Suite E

City: Akron State: Ohio 44320

Phone Number: 330-622-5298

Email Address: cshreckenberger@primeeng.com

Claims-related notices shall be emailed to: Chief Legal Officer, Legal@primeeng.com.

To Client:

Print Name: _____

Title: _____

Address: _____

City: _____ State: _____

Phone Number: _____

Email Address: _____


Or to such other address as the receiving party may from time to time designate by written notice to the other party. Rejection or other refusal to accept delivery, or the inability to deliver because of a changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of attempted delivery, and any periods specified in this MSA shall begin running from such date. The receiving party shall be responsible for any delays or consequences resulting from such rejection, refusal, or failure to deliver.

27. **No AI Training or Data Usage.** Client may not use PRIME AE AMERICA's Work Product, related documents, or data to train, develop, test, improve, or enhance any artificial intelligence, machine learning, large language models, or other similar networks, algorithms, or systems. Client shall not input, upload, or otherwise make available PRIME AE AMERICA's Work Product to any AI-based system or platform. Any such unauthorized use shall constitute a material breach of this Agreement and entitle PRIME AE AMERICA to immediate injunctive relief, plus actual damages, costs, and attorneys' fees, and any other remedies available at law or in equity.
28. **Waiver, Amendment, and No Liquidated Damages.** The failure by any party to enforce any of its rights hereunder shall not be deemed to be a waiver of such rights, unless such waiver is an express written waiver which has been signed by the waiving party and expressly approved by its authorized parties. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This MSA may be amended or modified at any time in all respects, but only by an instrument in writing executed by parties hereto. Notwithstanding anything to the contrary in this MSA or any Task Order, neither party shall be entitled to liquidated damages, except as specifically provided in Section 27 regarding violations, regardless of any applicable law or regulation that might otherwise permit such damages.
29. **Lien Waivers for Payment Claims.** In the event Client requests PRIME AE AMERICA to execute any payment lien waivers, releases, or similar documents related to payments for services rendered, such documents shall only become effective upon PRIME AE AMERICA's actual receipt and verification of payment in full for the services covered by such documents. Any payment lien waiver, release, or similar document shall be conditional upon such payment. It shall not waive or release any rights related to services or amounts not explicitly covered by such payment. PRIME AE AMERICA shall have no obligation to execute any unconditional lien waivers or releases until it receives actual and verified payment. Nothing in any lien waiver or release shall be construed to waive PRIME AE AMERICA's rights or claims related to: (1) retainage, (2) unbilled or unperformed extra work or changes, (3) any claims or disputes not yet resolved, or (4) any amounts not explicitly identified in the waiver or release. PRIME AE AMERICA's execution of any lien waivers shall not waive any non-payment related claim the PRIME AE AMERICA has now or may have in the future against Client.
30. **Entire Agreement.** This MSA, including all Task Orders and exhibits incorporated by reference, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written. No modification, amendment, or waiver of any provision of this MSA shall be effective unless in writing and signed by both parties. The parties acknowledge that they are not relying on any representation, warranty, or agreement not expressly contained in this MSA. All prior negotiations, proposals, and communications between the parties relating to the subject matter hereof are merged into and superseded by this MSA.

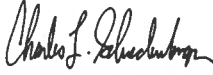


THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this MSA and agree to be bound accordingly.

CLIENT

By: 
Name: J.P. D'Amico
Title: President
Date: 11-20-25

PRIME AE AMERICA GROUP, INC.

By: 
Name: Chas Schreckenberger, FAIA
Title: Vice President, Architecture
Date: September 18, 2025

TASK ORDER NO. [Click here to enter text.](#)

By the Master Service Agreement (“MSA”), effective as of the date of last signature below (“Effective Date”), by and between [Click here to enter text.](#) (“Client”), with its principal place of business located at [Click here to enter text.](#), and PRIME AE AMERICA Group, Inc. (“PRIME AE AMERICA”), with its principal place of business located at 2550 Interstate Dr, STE 301 Harrisburg, PA 17110-9606, this Task Order describes the scope of services, schedule, and compensation for PRIME AE AMERICA on the specific project defined below.

1. Project Information. Client engages PRIME AE AMERICA to perform professional services on the Project as defined below:

The Master Plan for the Lodge at Geneva on the Lake

2. Terms and Conditions. This Task Order is executed under the MSA. The terms and conditions of the MSA referenced above shall apply to this Task Order, except as expressly modified herein.

3. Scope of Services. PRIME AE AMERICA’s scope of services (“Services”) shall be as fully described in **Attachment 1** to this Task Order.

4. Compensation. PRIME AE AMERICA’s basis of compensation for this Task Order shall be:

- Fixed Fee (Lump Sum)**, in the amount of \$ 173,283.00.
- Cost-plus**, covering all project costs (including direct and indirect expenses) plus an additional fee for profit and overhead as outlined in Exhibit A.
- Time and Materials**, as outlined in Exhibit A.


Fees are quoted for the present calendar year and will be subject to annual escalation on January 1st each year thereafter based on the greater of (i) 5.5% or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) plus 2%, with notice provided to Client at least 15 days before such escalation. The Schedule of fees constitutes PRIME AE AMERICA’s best estimate of the charges and time required to complete the Services for the Project. As the project progresses, the Client may change, regulatory reviews may be necessary, site conditions may change, the law may evolve, or other unforeseen facts or events may arise, all of which may necessitate revisions to Base Services (“Additional Services”). Additional Services shall be the subject of mutually agreed and separately executed change orders. PRIME AE AMERICA is under no obligation to perform any Additional Services unless PRIME AE AMERICA receives a prior written change order, which sets forth explicitly PRIME AE AMERICA’s Additional Services, schedule, and fee, and is agreed to and executed by both Parties (“Change Order”). In the event the Parties fail to reach agreement on a Change Order, If the parties are unable to reach agreement on a Change Order after good faith negotiations lasting no more than thirty (30) days, either party may terminate this Agreement upon written notice. PRIME AE AMERICA shall be compensated for all Services performed through the date of termination, plus reasonable demobilization costs and committed

third-party expenses. The Client shall remain liable to PRIME AE AMERICA for all fees for Services and any prior executed Change Order. To the extent the parties execute any Change Order, the term Services in this MSA shall be defined to include those Additional Services outlined in such Change Orders. All terms, provisions, and agreements outlined in Change Orders are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms outlined in Change Orders are inconsistent with the terms of this MSA, the terms outlined in this MSA shall apply.

5. **Payment.** Invoices will be submitted periodically (customarily every month), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE AMERICA in writing of any disputed amount within fifteen (15) days from the date of the invoice, give specific reasons for the objection, and promptly pay the undisputed amount. Failure to dispute an invoice within fifteen (15) days shall constitute acceptance of the invoice in full. If Client fails to make any payment due to PRIME AE AMERICA for Services and expenses within fifteen (15) days after receipt of PRIME AE AMERICA's statement therefor, the amounts due PRIME AE AMERICA will be subject to a late payment charge of 3.5% per month or the maximum rate permitted by applicable law, whichever is less, with the understanding that the actual rate applied will automatically adjust to comply with the maximum rate permitted by applicable law from the date payment was due. In addition, PRIME AE AMERICA may, after giving three (3) business days' written notice to Client, suspend Services under this MSA. Unless PRIME AE AMERICA receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, PRIME AE AMERICA shall have no responsibility to Client for delay, damage, or costs of any kind caused to Client or third parties because of such suspension of Services. All project timelines shall be automatically extended by the duration of the suspension plus a reasonable remobilization period as determined by PRIME AE AMERICA in its sole discretion. In the event PRIME AE AMERICA employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay all collection costs, litigation costs, reasonable attorney's fees and court costs (before and through any trial and/or subsequent proceeding, including appeals) incurred by PRIME AE AMERICA, regardless of whether formal legal proceedings are initiated.

THE PARTIES ACKNOWLEDGE that there has been a full and fair opportunity to negotiate the terms and conditions of this Task Order, that they have had the chance to consult with legal counsel and agree to be bound accordingly. The Parties further acknowledge that this Task Order represents the complete and final agreement between the Parties regarding the Services described herein.

CLIENT

By: 
 Name: J.P. Daniels
 Title: President
 Date: 11-20-25

PRIME AE GROUP OF AMERICA, INC.

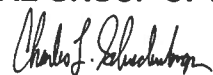
By: 
 Name: Chas Schreckenberger, FAIA
 Title: Vice President, Architecture
 Date: September 18, 2025

EXHIBIT A

PRIME AE America Group

October 24, 2025

MASTER PLAN FOR THE LODGE AT GENEVA- ON-THE LAKE

SCOPE OF WORK (SOW)

I. INTRODUCTION

This scope of services has been prepared for The Master Plan for the Lodge at Geneva-on-the-Lake (referred to as the “Master Plan” or “Campus Master Plan”). The final work product delivered to Ashtabula County (THE CLIENT) will include multiple elements related to the following primary tasks. The primary tasks are sectioned in this SOW includes planning and design operations for the property located along Lake Erie at 4888 North Broadway, Geneva-on-the-Lake, Ohio. The Master Plan will incorporate “The Existing Development Area” which is defined as areas proximate to the existing lodge and its adjacent improvements in a development area consisting of approximately forty acres (the Project Area).

II. MASTER PLANNING SCOPE OF SERVICES OVERVIEW

We understand that the process will be presided over by Ashtabula County with targeted oversight by Delaware North, Lake Erie Canopy Tours and potentially Ohio DNR (PROJECT PARTNERS).

PRIME AE America Group (THE CONSULTANT) and its team will collect all pertinent data to inform the Master Plan based on information conveyed primarily by THE CLIENT, sources delivered through this contract and/or available open-source options and on-site observations. Our team will utilize this information to inform, review, and evaluate the existing conditions as a platform for the establishment of a project program, consensus-built master plan goal, objectives and strategies, and the basis for the design work. The process deployed includes our team’s collaboration with THE CLIENT, THE PROJECT PARTNERS, and key stakeholders to evaluate and articulate needs regarding Programming and Space Planning, Engineering/Permitting, Site Related Assets and Architectural Elements.

The final product will be a booklet format document along with supporting exhibits articulating the master planning process, analysis, findings, programming data, and the recommended improvements. The exhibits will be comprised of plan view drawings and enlargements depicting relevant proposed improvements and their connectivity/nexus with adjacent existing conditions.

Tasks below generally follow a sequential format based related to project delivery. Task D (Pickleball Court Location Identification) is a new task (subsequent to the assumption articulated in the response to the RFP) aimed at enabling quick/streamlined identification of the location and configuration of the pickleball complex prior to completion of the master plan.

III. MASTER PLANNING SCOPE OF SERVICES TASK DETAIL

A. PROJECT INITIATION AND DATA GATHERING

1. Procedural Processes
 - a. Confirmation of the leadership, data request, consensus-building protocols, and reporting procedures.

- b. Adoption of the framework for the project schedule
- c. Data exchange from THE CLIENT:
 - i. Base Data: (CAD based architectural plans, CAD site survey (site improvements, topography, utilities), wetland/sensitive habitat jurisdictional information (CAD if available/relevant), Lake Erie Bathymetry, road/infrastructure data, and any other relevant studies.
 - ii. Previous studies, master plans, visioning
 - iii. Branding documents
 - iv. Quantitative Data – lodge demography, user profiles, seasonal data, etc.
 - v. Key project requirements
- d. Desktop analysis of information obtained during initial data exchange and from available data. That data includes:
 - i. GIS based information
 - ii. Information available from Ohio DNR, the Ashtabula County's Auditor's Maps
 - iii. The "Background Documents" discussed in the RFQ.
 - iv. Available data sources (national wetland inventory, soil conservation service mapping, FEMA mapping, etc.)
- e. Stakeholder Identification – This subtask involves identifying key influencers that will participate in interviews, roundtables, digital surveys, and targeted engagements. These stakeholders could be project leadership, operators, vendors, officials, and/or management staff. Public meetings and engagements are not included.
- f. Project Work Plan (PWP) – The PWP will include a summary of the project initiation process and function as a living document to document key process elements and commitments. The primary elements of the PWP include:
 - i. Project schedule
 - ii. Communication plan/protocol
 - iii. Key project milestones
 - iv. A summary of project's process/workflow
 - v. Staffing summary

Deliverables: Data Gathering Report, Project Work Plan, Stakeholder Engagement Identification Framework/Summary and Kick-Off Meeting Correspondence

B. ASSESSMENT AND ANALYSIS

The task efforts required to meet this milestone will primarily entail analyses, and assessment of existing conditions and stakeholder engagements to develop and articulate potential opportunities and solutions integral to the preparation of the campus master plan. This task culminates in the development of a consensus-built campus master planning goal, objectives, and strategies.

1. Existing Site Development Area Analysis – This subtask includes planning, engineering, and site related assessment of the Project Area. Based on the data collected and information derived from the Project Initiation Task, THE CONSULTANT will analyze and compile a general profile for the Project Area. This work will incorporate the appropriate level nexus with the adjacent

undeveloped property. More specifically, the areas analyzed will include data derived from the project initiation tasks and referenced sources, the elements studied are summarized below:

- a. Traffic circulation, access/egress, guest drop off and service
- b. cursory stormwater, drainage, and utility analysis
- c. Regulatory assessment of local, state, and federal codes/regulation
- d. Planning Level Due Diligence – THE CONSULTANT will prepare a planning level engineering design and engineering due diligence summary identifying the issues associated with the data gathering processes
- e. Facility inventory analysis – Focused on categorizing existing space by type, area, and general use.
- f. Impacts/opportunities associated with/and to adjacent and nearby improvements and related activities
- g. Identification of general opportunities and challenges

Deliverables: Site and Development Area Analysis, Regulatory Summary Assessment, Planning Level Due Diligence, Facility Inventory Summary and Opportunities/Constraints Diagram

C. SITE VISIT/PROJECT AREA TOUR AND STAKEHOLDER ENGAGEMENT

1. Site Visit and Project Area Tour – Subsequent to the Project Initiation and Concurrent with the Analysis/Assessment Task, THE CONSULTANT shall perform a multi-day site visit to initially engage with THE CLIENT and relevant team members to better understand site and architectural conditions, context and obtain a general sense of opportunities and constraints. The data and information compiled during the site tour along with results of the Analysis and Assessment Task will be utilized to inform Stakeholder Engagement processes.
2. Stakeholder Engagement- It is understood that obtaining and establishing the campus master plan goal, objectives and strategies will entail data gathering, interviews, tours of peer administrative complexes and cursory site reconnaissance. The process for the purposes of this scope will entail the following:
 - a. Stakeholder Engagement: This subtask is envisioned to be a streamlined process aimed at gathering primarily qualitative findings from constituents identified during the Stakeholder Identification subtask during Project Initiation. We anticipate up to eight (8) engagements comprised of in person and virtual interviews and round table discussions.
 - i. Interviews – Virtual and/or in-person interviews characterized by predetermined questionnaires. The questionnaires prepared for each engagement will be reviewed and approved by THE CLIENT prior to distribution and discussion to the target audience.
 - ii. Roundtable Discussions – workshop-oriented engagements, comprised of 2-3 subgroups including a maximum of seven stakeholders each. These are in-person engagements aimed at identifying specific project needs, challenges, vision, and potential “non-negotiables” (must haves). Topics, supporting exhibits and parameters utilized to “drive” the discussions will be reviewed and approved by THE CLIENT prior to engagement.
 - iii. Digital Survey – Utilizing our digital survey software, Crowdsignal, this subtask anticipates developing a series of inquiries and data collection points to be distributed through electronic media methods to obtain primarily quantitative data. The digital survey will be reviewed and

approved by THE CLIENT prior to distribution.

iv. Targeted Follow-Up Engagements – The final interfaces during the Stakeholder Engagement process will be targeted follow up discussions that are usually virtual and focus on clarifying or supplementing information derived through interviews/surveys/roundtables.

We anticipate this outreach to utilize a combination of questionnaires and parameter agendas to foster/prompt ideas, opportunities, and constraints. THE CONSULTANT will develop and distribute customized questionnaires/parameters via email to participants. Developing and confirming the content of the questionnaires will be the result of coordination between THE CONSULTANT and THE CLIENT.

- b. Following the distribution of the questionnaires, THE CONSULTANT will lead stakeholder meetings and workshops with the participants identified during the Stakeholder Identification Subtask. This task includes preparation, coordination and distribution of the questionnaires/parameter agendas and the compiling and configuring of workshop supporting documents/presentations.

Deliverables: Questionnaires and Parameter Agendas, Stakeholder Engagement Summary and Digital Survey

D. PROGRAM DEVELOPMENT

1. Needs Assessment – The Needs Assessment is the culmination of all the analyses and benchmarking in primarily report form. It summarizes the findings and identifies needs based on the related processes. THE CONSULTANT will prepare a comprehensive needs assessment prior to completing the Assessment and Analysis task.

Based on the information derived from the project initiation and the assessment/analysis process PRIME AE will develop an analytical model to articulate potential programming needs calibrated to population growth, user/guest demographics, utilization, and client needs. The quantitative data will utilize existing data, available benchmarking criteria, and demographic information to properly configure the variables to the model which are typically a function of market growth. While most of the needs assessment is quantitatively based, qualitative information derived during stakeholder engagements will also be integrated into the needs assessment.

2. Master Plan Goal, Objectives, and Strategies - Successful execution of the conceptual planning processes will be predicated on the establishment of the master plan goals, supporting objectives and strategies. The development of these elements will be a derivative of interviews, discussion, analysis and needs assessment.

Prior to finalizing the goals, objectives and strategies THE CONSULTANT will meet with THE CLIENT to discuss the findings and the draft information. Confirmation of these findings with THE CLIENT will yield to the more detailed master planning efforts (Conceptual Planning).

3. Architectural and Amenities Block Programming – Based on the Project Initiation, Assessment and Analysis, Stakeholder Engagement, Needs Assessment, and the goals/objectives/strategies THE CONSULTANT will develop a programming framework articulating potential elements for implementation. THE CONSULTANT will generate the programming in a working and final (summary) format where the implementation elements are

not characterized specific to the site. Spatial criteria, square footage, and graphic representations (blocking) will be provided to express basic spatial conditions, adjacency criteria and any specific supporting infrastructure required. We anticipate working with THE CLIENT during this subtask to commence detailed discussions about phasing.

Deliverables: Needs assessment/model, master plan goals, objectives and strategies summary, architectural/amenities program and blocking diagrams

E. CONCEPT DEVELOPMENT

The conceptual master planning will provide solutions, which are creative, holistic, practical, and implementable. While the development of schemes will be conceptual in nature, the resulting product will clearly identify potential improvements.

1. Concept Master Plan Diagrams - The conceptual master plan will include text based supporting information and series of graphic exhibits depicting the proposed improvements. THE CONSULTANT will prepare two (2) diagrammatic schemes. These schemes will include conceptual locations for:
 - Building Improvements/expansion
 - Parking Areas/Structures
 - Stormwater Improvements
 - Vehicular Transportation/Service Networks
 - Exterior Amenities
 - Infrastructure Accommodations
 - Connectivity to Adjacencies
 - Walkways
 - Public Spaces
 - Event Areas
 - Pedestrian Circulation
 - Signage locations
 - Lake Oriented Improvements
2. Conceptual Diagram Evaluation - Prepare a concise description of the conceptual approach related to the proposed improvements with correlating advantages and disadvantages of each scheme.

Deliverables: Conceptual Plan Options (2), Evaluation Summary

F. DRAFT AND FINAL MASTER PLAN

1. Calibration - During this subphase the draft master plan document along with creating a detailed master plan is the primary focus. Idea testing, integration of goals/objectives and formal articulation are among the products of this step.

This subtask includes calibrating the findings related to architectural improvements to ensure successful “test fitting of buildings based on available space the goals, objectives and strategies developed during the master planning process.
2. Design Studies - These design studies articulate proposed development in specific areas of the project at a higher level of detail. THE CONSULTANT will test technical feasibility and refine the ideas generated in the Conceptual Plan phase. Regulatory criteria and massing, treatment of open space and entry ways, pedestrian and vehicular circulation systems, campus entry and arrival, service points, landscape composition, infrastructure elements and adherence to THE CLIENT’s vision will be addressed in documents for this phase of work. We recommend a design workshop (preferably in person) with THE CLIENT for the “Design Studies” process to collectively confirm and discuss the vision for the campus in detail.
3. Final Campus Master Plan - The Master Plan will be developed as a living document and include considerations for all the information derived throughout the process. The final product will be both a graphic and a narrative-based document

that includes multiple elements. Those elements include:

- a. Campus Master Planning Process Summary
- b. Existing Conditions Data
- c. Analysis and Campus Findings
- d. Conceptual Design
- e. The Campus Master Plan and Correlating Recommendations
- f. Phasing and Master Plan Level Capital/Cost Improvements Summary – this summary will reference the master plan exhibit correlating conceptual level budgeting, phasing and estimated soft cost budgeting.
- g. Up to three (3) three dimensional renderings/stills to supplement the vision of the master plan articulating specific/targeted improvements

Deliverables: Design Studies, Draft Master Plan Exhibits, Final Master Plan Exhibits and Narrative

- G. MEETINGS** – These meetings are formalized interfaces/presentations with THE CLIENT and Stakeholders. Internal meetings, general/informal coordination discussions with THE CLIENT and interim coordination meetings are included above. A detailed schedule will be prepared for the Master Plan based on the final scope of work and the direction provided by THE CLIENT. The schedule will be prepared in coordination with THE CLIENT and after approval; it will serve as a guide to maintain milestones and commitments. THE CONSULTANT will maintain the schedule and will identify potential deviations if any, and solutions to maintain the established project milestones.

This SOW includes a budget for five (5) in person meetings held at the project site and up to Twelve (12) virtual meetings. This budget includes travel time, meeting attendance/leadership and generation of meeting notes.

EXHIBIT B

PRIME AE Group of America FEES AND EXCLUSIONS SCHEDULE

1. FEE SUMMARY

Description	Fee Type	Fee
Task A - Project Initiation and Data Gathering	Lump Sum	\$ 7,788.00
Task B - Assessment and Analysis	Lump Sum	\$ 19,470.00
Task C – Site Visit/Project Area Tour and Stakeholder Engagement	Lump Sum	\$ 23,311.00
Task D – Program Development	Lump Sum	\$ 23,364.00
Task E – Concept Development	Lump Sum	\$ 25,311.00
Task F – Draft and Final Master Plan	Lump Sum	\$ 56,463.00
Subtotal		\$155,787.00
Task G - Meetings	Time and Materials	\$ 17,036.00
Total (not including Reimbursable Expenses)		\$172,823.00

2. REIMBURSABLE EXPENSES

Reimbursable expenses are intended to cover cost of travel, printing, document production. These expenses will be invoiced at cost plus 15% (the estimated budget is \$8,500.00).

3. EXCLUSIONS

3.1 This SOW does not include:

- Fast Tracking Programming Implementation outside of master planning process
- Building condition assessment and analysis
- Facility specific programming (new or renovation) – A detailed facility program
- Engineering and Architectural Documents
- 3D animations and modeling of existing structures
- Public, neighborhood and/or community related meetings/interfaces
- Administrative, capacity, impact, permit closing and filing fees
- LEED and sustainable resources related services and certifications
- BIM Modeling or BIM Design Drawings
- Permits of any kind
- Architectural/Building Design
- Energy Analysis
- Upgrades/Design related to existing lift station
- Offsite roadway/traffic analysis
- Modification/Design of existing utility systems
- Bulkhead/dock/marina design
- Roundabout engineering and construction documents
- Market Analysis

- Environmental, cultural, archeological, Phase1 or 2 studies
- Wayfinding Design
- Design Guidelines

Hourly Rate Schedule

Effective May 2023

Planning & Engineering

Senior Vice President	\$300
Vice President	\$250
Project Director/Chief	\$235
Senior Project Manager	\$200
Project Manager	\$190
Senior Engineer	\$185
Engineer	\$150
Senior Planner & Senior Landscape Architect	\$180
Planner & Landscape Architect	\$150
Senior Graphic Arts Director	\$170
Graphic Art Designer	\$130
Senior Designer	\$150
Designer	\$120
CADD Technician	\$105
Clerical	\$ 95
Administrative Support	\$ 95

Project & Business Services

Project Administrator	\$160
Sr. Project Researcher	\$150
Project Researcher	\$145
Sr. Public Relations Liaison	\$160
Technical Writer	\$115

Information Services

Programmer	\$150
Information Systems	\$150
GIS Programmer	\$165
GIS Analyst	\$140
GIS Technician	\$125

CEI/Construction Management Services

Resident Engineer	\$175
Construction Project Manager	\$190
Sr. Construction Inspector	\$125
Construction Inspector	\$105

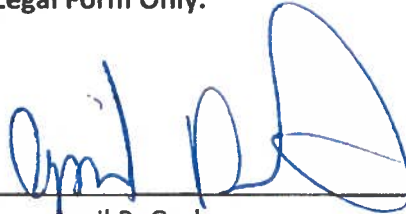
All Reimbursable Expenses Shall Be Cost Times A Factor Of 1.15

Signature Page

AGREEMENT TITLE: Master Services Agreement

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: 10/8/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor

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parties concerning the subject matter, and there are no agreements, understandings, restrictions, representations, or warranties among the parties other than those outlined in this MSA.

26. **Notices.** All notices, requests, claims, demands, and other communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service, or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

To PRIME AE AMERICA:

Print Name: Chas Schreckenberger, FAIA
 Title: Vice President, Architecture
 Address: 540 White Pond Drive, Suite E
 City: Akron State: Ohio 44320
 Phone Number: 330-622-5298
 Email Address: cshreckenberger@primeeng.com

Claims-related notices shall be emailed to: Chief Legal Officer, Legal@primeeng.com.

To Client:

Print Name: J. P. Ducroix
 Title: President
 Address: 25 W. Jefferson St.
 City: Jefferson State: OH 44047
 Phone Number: 440-576-3750
 Email Address: commissioners@ashtabulacounty.us

Or to such other address as the receiving party may from time to time designate by written notice to the other party. Rejection or other refusal to accept delivery, or the inability to deliver because of a changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of attempted delivery, and any periods specified in this MSA shall begin running from such date. The receiving party shall be responsible for any delays or consequences resulting from such rejection, refusal, or failure to deliver.