

USEPA BROWNFIELD SITE CHARACTERIZATION AND ASSESSMENT PROGRAM

ENVIRONMENTAL SERVICES AGREEMENT

THIS BROWNFIELD SITE CHARACTERIZATION AND ASSESSMENT PROGRAM ENVIRONMENTAL SERVICES AGREEMENT ("Agreement"), made and entered into this 21st day of June, 2011 by and between the Cuyahoga County Executive (the "County"), on behalf of the Department of Development ("DOD") and HULL AND ASSOCIATES ("Consultant"), a CORPORATION, with principal offices located at 4 Hemisphere Way, Bedford, Ohio 44146 for services at the 7702 Hemisphere Way ("Facility") at 7702 St. Clair Avenue, Cleveland, Ohio.

WITNESSETH:

WHEREAS, the County currently manages and operates an environmental assessment program, known as the USEPA Brownfield Site Characterization and Assessment Program (the "Program");

WHEREAS, the purpose of the Program is to inventory, characterize, and assess sites throughout the County of Cuyahoga, Ohio, each of which constitutes a "brownfield site" (as such term is defined in Title II, Subtitle A, Section 201 of the Small Business Liability Relief and Brownfields Revitalization Act [the "Act"; Section 101 (39) of the Comprehensive Environmental Response Compensation, and Liability Act of 1980 ("CERCLA") {42 U.S.C. 9601 (39)}]), with respect to the environmental conditions which may be associated with such sites;

WHEREAS, pursuant to Title II, Subtitle A, Section 211 (b) of the Act (42 U.S.C. 9604 (k)), the County is the lead agency in the award of a Brownfields Hazardous/Petroleum Substances Assessment Cooperative Agreement Coalition grant by the USEPA ("Grant");

WHEREAS, the County is empowered to pay monies to the Consultant under Title II, Subtitle A, Section 211(b) of the Act (42 U.S.C. 9604 (b) (2));

WHEREAS, in order that the County may fulfill its responsibilities under the Grants in connection with the Program, the County requires the assistance of one or more environmental consultants;

WHEREAS, the initial site requiring the assistance of the Consultant has been identified and is more particularly described or shown on Exhibit A attached hereto and made a part hereof (the "Facility");

WHEREAS, the Consultant possesses the relevant professional experience, competence and knowledge, as required under the Act and any regulations promulgated thereunder, to render the services ("Services") provided for in this Agreement, and desires to render such Services to the County with respect to the Facility; and

WHEREAS, pursuant to §9.04 of the Ohio Revised Code, the Consultant has represented and the County has determined that the Consultant has no unresolved findings for recovery against it.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Consultant, agree as follows:

1. **Purpose of Services.** The Consultant acknowledges that the purposes of the Services to be provided pursuant to this Agreement shall include making all appropriate inquiry into the previous ownership, uses and environmental condition of the Facility in accordance with "generally accepted good commercial and customary standards and practices" (as defined under Title II, Subtitle A, Section 223 (2) (B) of the Act [42 U.S.C. 9601 (35)]) and as a consequence of such inquiry, to investigate, determine and analyze reasonably identifiable risks inherent in the existence of hazardous materials or wastes, petroleum products, toxic chemicals or substances, pollutants or contaminants, or any other material, chemical, waste, or substance, in any of their various forms ("hazardous substances"), which, in the judgment of the Consultant, reasonably exercised, could give rise to liability or responsibility under any federal, state or local laws, statutes, regulations, ordinances, protocols, guidance or standards or under common law ("environmental laws"), including without limitation, the presence of hazardous substances in the soil, groundwater, or air associated with the Facility.

2. **Quality of Services.** The Consultant shall provide and direct any and all qualified personnel necessary to perform the Services required pursuant to the express and implied terms and conditions of this Agreement, with a degree of skill, care and judgment normally exercised by recognized professional firms performing services of a similar nature in the State of Ohio.

3. **Scope of Services.** The Consultant will perform a preliminary environmental assessment of the Facility which is designed to assess the existence and nature of those conditions associated with the Facility which, in the judgment of the Consultant, reasonably exercised, violate or could give rise to liability or responsibility, or which may require remediation or response under environmental laws, including the identification of hazardous substances in the soil, groundwater or air on, over, above, or below the Facility, or any adjacent property ("adjacent property") in the vicinity of the Facility where there has been a release or suspected release of hazardous substances. The Consultant will attempt to determine the nature and extent of the use, storage or disposal of any hazardous substances on, under or about the Facility and any adjacent property and whether any hazardous substances have migrated to or from the Facility. For these purposes, the County authorizes and directs the Consultant to perform the preliminary environmental assessment of the Facility in accordance with the following designated protocol (*check appropriate box*):

(√) ASTM E1527-05 "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process" meeting the requirements for "all appropriate inquiries" under the Act and any regulations promulgated thereunder, 40 C.F.R. Part 312;
or

() Ohio EPA Voluntary Action Program Phase I Property Assessment in accordance with Ohio Revised Code § 3746.04 (B)(3) and Ohio Administrative Code §3745-300-06, including a VAP Eligibility Analysis in accordance with Ohio Administrative Code §3745-300-02;

provided however, such preliminary assessment of the Facility shall meet and be performed in accordance with the criteria and requirements set forth in Title II, Subtitle A, Section 223 (2) (B) of the Act [42 U.S.C. 9601 (35)] or any current or proposed regulations promulgated thereunder.

The following descriptions shall serve as guidance for the Consultant in performing Services hereunder:

A. A review of all historical documents, records or other sources and information associated with the Facility and any adjacent property, including without limitation, chain of title documents, aerial photographs, building department records, land use records, plans, maps, surveys, historical city directories, insurance maps, and all reports, studies or any other information or correspondence relevant to the Facility which is readily available or reasonably obtainable by the Consultant, or is provided to the Consultant by the County, but in all events for a period of time at least as far back in the history of the Facility as it can be shown that the Facility contained structures or from the time the Facility was first used for residential, agricultural, commercial, industrial, or governmental purposes.

B. The examination of all relevant readily available or reasonably obtainable federal, state and local records or data bases of government records in an effort to determine whether those records identify known or suspected releases or any environmental impairments at the Facility or any adjacent property that has been placed upon a list of locations requiring remediation or investigation, including, without limitation, "contaminated sites" lists compiled under applicable environmental laws.

C. An evaluation and examination of all relevant readily available or reasonably obtainable federal, state and local records or data bases of government records, of the historic and current uses of the Facility and any adjacent property, incidents likely to cause or contribute to the release of hazardous substances, and the environmental condition of existing structures, including without limitation, records or databases of governmental records regarding the usage of hazardous substances on site, the presence or usage of above ground or underground storage tanks on site, solid waste management, methods of waste water handling or evidence of water or other wells and septic systems.

D. Interviews with past and present owners, operators and current or previous occupants of the Facility and any adjacent property, including persons having knowledge of the historic uses and waste handling activities associated with the Facility and any adjacent property.

E. Interviews with representatives of regulatory agencies having jurisdiction over the Facility, including representatives of the state environmental protection agency, division or bureau of underground storage tank regulation and local fire department.

F. At least one personal site inspection and tour of the Facility with particular emphasis on areas where hazardous substances may be or may have been used, stored, treated, handled, or disposed, including without limitation areas involving the presence or usage of above ground or underground storage tanks on site, the presence of obvious odors, pools of liquid, drums or unidentified containers, materials which may contain polychlorinated biphenyls ("PCBs"), drains, sumps, pits, stained pavement or soil, stressed vegetation, solid waste management, methods of waste water handling or evidence of water or other wells and septic systems. As a part of the site inspection and tour, the Consultant shall tour the surrounding area to determine if there are activities that could have an adverse environmental impact on the Facility. The inspection and tour shall identify all areas that the Consultant suspects contain hazardous substances. Physical limitations to the site inspection must be noted in the Consultant's report.

G. An examination of fireproofing, insulation, coatings, ceiling, flooring and other materials at the Facility to determine whether asbestos is present at the Facility with particular attention paid to textured ceiling or wall materials, sprayed-on fireproofing and pipe or boiler insulation. If the Consultant suspects that any materials associated with the Facility contains asbestos, the Consultant shall not obtain bulk or other samples of such materials, obtain a report from a certified laboratory indicating the presence and form of asbestos in the material, and note the location, extent, condition and friability of the material in the Consultant's report. In the event that asbestos or asbestos containing materials, operations or management practices, or existing conditions are determined or suspected by the Consultant to be in violation of environmental laws, including, in particular the National Emission Standards for Air Pollutants promulgated under the Clean Air Act, 42 U.S.C. §§7401 et. seq. or the regulations promulgated under the Occupational Safety and Health Act, 40 C.F.R. Parts 1910 and 1926, the Consultant will immediately notify the County.

H. An examination of the Facility and any pertinent governmental records, together with interviews of any apparently knowledgeable person to determine whether any underground storage tanks are or were present on the Facility. If the Consultant determines that any such tanks are present, then the Consultant shall verify that such tanks have been registered with the appropriate governmental authority and that any required testing and monitoring has been performed. The Consultant will examine any available testing and monitoring data to determine the condition of the tanks, contents of the tanks (if any), and whether the tank or tanks formerly associated with the Facility have leaked.

I. A determination as to whether there is constructed, placed, deposited, stored, disposed or located on the Facility any PCBs or transformers, capacitors, ballasts, or other equipment which contains dielectric fluid containing PCBs. The Consultant shall conduct or cause to be conducted a search of local utility records, including without limitation, a request for confirmation of the PCB content of any ground or full mounted electrical transformers on the Facility.

J. A determination of whether there is constructed, placed, deposited, stored, disposed or located on the Facility any insulating or other construction materials which contain and may emit formaldehyde into the ambient air.

K. An examination of all current and previously issued permits and licenses pertaining to the Facility to determine whether all permits and licenses required to be issued by any governmental authority on account of any or all of the activities associated with the Facility have been issued and are or were in full force and effect, and whether the Facility and the activities thereon are or were in full compliance with the terms and conditions of such permits and licenses. The Consultant will further examine the applications for any current permits and licenses to determine whether any of the facts and circumstances reported or assumed in the applications for or granting of such permits or licenses have materially changed.

The foregoing description of the scope of Services (sometimes hereinafter referred to as the "Phase I Services") to be provided by the Consultant is intended to serve as a minimum guideline, rather than to limit the Consultant's activity. Where additional Phase I Services are required in order to fulfill the purposes of the Services to be provided by the Consultant pursuant to this Agreement, it is understood that the Consultant will provide such Services, for the compensation and otherwise upon the terms, conditions and limitations contained herein. Notwithstanding anything contained in this paragraph 3, the County may reduce the scope of Services required hereunder by eliminating any one or more of items A through K by a written addendum to this Agreement.

4. **Phase II Services.** Consultant acknowledges that certain additional Services ("Phase II Services") may be requested during or following completion of the preliminary environmental assessment provided for herein under items A through K of paragraph 3. The applicable Phase II Services will include one or more of the Services indicated on the Services Selection List attached hereto and made a part hereof as Exhibit B (the "Checklist"). If one or more of the Phase II Services are requested, the Consultant shall submit a proposal to perform those Services, which proposal will, at a minimum, comply with the applicable protocol designated by the County on the Checklist furnished to the Consultant. The proposal shall fully describe the Services to be provided by the Consultant, and if approved, shall become the agreement between the County and the Consultant for the applicable Phase II Services; provided, however, the County reserves the right to furnish a specific form of agreement for the applicable Phase II Services. Approval of the proposal may be given only by the County Administrator or Deputy County Administrator, as evidenced by their written acceptance or execution of or written consent to the proposal or agreement. The terms and conditions of the agreement for the applicable Phase II Services shall be mutually agreed upon between the County and the Consultant; provided, however, Consultant acknowledges that its total compensation for Services, including Phase II Services, under this Agreement, shall in no event exceed *(insert not to exceed amount)* **\$3,700.00** for the Facility.

In anticipation of a request for Phase II Services, Consultant represents that it has developed a generic Quality Assurance Project Plan ("QAPP") meeting the requirements in "Quality Assurance Guidance for Conducting Brownfields Site Assessment" (www.epa.gov/brownfields) and upon execution of this Agreement will submit its generic QAPP

to USEPA, Region V for approval. If approved, Consultant shall customize its generic QAPP to create a site-specific QAPP including a site-specific health and safety plan and sampling plan.

5. **Compensation.** In consideration of faithful performance of the Phase I Services, designated as Task 1, "Phase I ESA" in the Consultant's proposal attached hereto, the Consultant shall receive compensation in the amount of *(insert fixed fee amount for Phase I Services)* \$3,700.00. In addition, the Consultant shall receive compensation in the amount of *(insert fixed fee amount for a Generic QAPP)* \$ 0.00 for the creation of a Generic QAPP. The compensation for a Site-Specific QAPP shall be incorporated into the compensation for Phase II Services. The compensation for Phase II Services shall be incorporated by reference to this Agreement into, or be set forth in the proposal or agreement accepted, executed, or consented to by the County in accordance with paragraph 4 above, and, in either case, shall be computed for each quarter of an hour incurred in connection with the Phase II Services at the hourly rates set forth in Section I of the rate schedule ("Rate Schedule") entitled "Fees for Professional Services of the General Terms and Conditions," attached hereto (including all present, state, federal and local sales, use, excise, business and occupation and transportation taxes). With respect to any Phase II Services, the Consultant shall be entitled to its reimbursable expenses calculated as provided in Section II of the Rate Schedule. In the event that the Consultant encounters issues which would require additional time or expense, whether as a part of Phase I Services or Phase II Services, the Consultant shall immediately notify the County and shall not proceed until the Consultant has approval of the County to do so. Phase II Services, such as sub-surface investigation or other Services which may become necessary due to unforeseen circumstances shall only be performed by the Consultant upon prior written approval of the County, and at the rates set forth under Section I of the Rate Schedule plus reimbursable expenses calculated in accordance with Section II of the Rate Schedule.

6. **Time and Performance.** The Consultant will initiate the Services provided for herein within one week of receipt of a written authorization to proceed and will complete the Services and provide the County with a separate written report for the preliminary site assessment within sixty one days (61) of the authorization to proceed. The Consultant shall assign the following personnel to perform the Services provided for in this Agreement and shall not remove or replace these individuals without the prior written approval of the County, which approval shall not be unreasonably denied or withheld, and the County's decision with respect to such removal or replacement shall be given in a timely manner a complete list of the assigned personnel is listed in Attachment B of the attached proposal dated July 5, 2011.

The Consultant represents and warrants that the foregoing personnel will be under the supervision or responsible charge of a person meeting the definition of environmental professional as defined in the Act and any current or proposed regulations thereunder. Notwithstanding anything contained herein to the contrary, this Agreement shall end and be of no further force and effect on and after August 21, 2011 unless extended by a written amendment executed by the Consultant and the County.

7. **Report.** The Consultant will prepare a draft report and submit the draft and all supporting information to the County for initial review. If requested to do so, such report and supporting information shall be submitted in electronic (e.g., Word or Adobe Acrobat) and non-electronic form to the County. The draft report for the Phase I Services will include the following sections: executive summary; nature and scope of Services performed; description of

searches, interviews and inspections completed; summary of data and information obtained; findings organized according to the scope of Services to be provided by the Consultant pursuant to paragraph 3; summary and detailed description of conclusions, and recommended actions. Once the County determines the draft is complete and the format is consistent with the format provided for herein, the final report will be submitted to the County for final review. The draft of the report for the Phase II Services shall be in a format as mutually agreed upon between the Consultant and the County. Final Reports will be provided in one hard copy (paper) and 2 electronic (CD-Versions).

8. **Termination.** Either the County or the Consultant may suspend the performance by the Consultant of all or any part of the Services to be provided under this Agreement or terminate all or any part of this Agreement, in either case, by written notice sent by certified mail, return receipt requested to a non-terminating party. Such suspension or termination shall be effective two (2) business days after receipt of the written notice. Both parties agree to meet on one occasion after such notice is given to discuss the reason for such suspension or termination. In the event of termination, the Consultant shall be entitled to compensation to the date of termination in accordance with Section I of the Rate Schedule, together with its reimbursable expenses calculated as provided in Section II of the Rate Schedule and shall submit a final invoice to the County within thirty (30) days after the effective date of such termination. Upon request by the County, the Consultant will promptly furnish the County with a written report based upon the data and information collected by the Consultant as of the date of termination of this Agreement, the cost of which shall be paid for in accordance with Section I of the Rate Schedule.

9. **Representations and Warranties.** The Consultant represents and warrants that:

A. The Consultant shall have obtained and shall maintain any and all licenses and permits required by environmental laws for the performance of its Services pursuant to this Agreement;

B. The Consultant shall comply with all applicable environmental laws in performing the Services hereunder, and shall comply with directives of governmental agencies and the County relating to safety, security, traffic or other like matters relating to the Facility; and

C. The Consultant's professional Services will be performed, its findings obtained and its recommendations prepared in accordance with generally and currently accepted scientific and engineering principles and practices and in accordance with industry standards of care exercised by recognized HULL AND ASSOCIATES INC. performing Services in Ohio, as established at the time the Services hereunder are to be performed.

10. **Indemnity.** The Consultant shall defend, hold harmless and indemnify the County from and against all claims, actions, suits, liabilities, damages and expenses (including attorney's fees) for personal injury (including death), property damage or other claims and liabilities arising out of, related to, or in connection with the Consultant's Services pursuant to this Agreement, including any Services performed by any subcontractor or agent of the

Consultant, excepting only such claims, actions, suits, liabilities, damages and expenses arising directly out of the County's willful misconduct or gross negligence.

11. **Insurance.** Consultant agrees to maintain at all times during the life of this Agreement worker's compensation, commercial general liability, comprehensive business automobile, professional liability (in particular covering errors and omissions), and umbrella liability insurances each in an amount not less than Two Million Dollars (\$2,000,000) (collectively the "Insurance Policies").

Each of the Insurance Policies shall state that the issuing company thereof shall have no right of recovery or subrogation against the County or its agents, directors, officers, employees, representatives or insurers, and that the County shall in no way be held responsible for the payment or satisfaction of any deductible thereunder.

Consultant shall name the County as an additional insured on each of the Insurance Policies, up to the amounts specified herein, and shall furnish the County with Certificates of Insurance stating to that effect.

Should any one of the Insurance Policies terminate or be cancelled, refused, or for any other reason no longer be of effect, the Consultant and Insurance Carrier shall immediately furnish written notice to the County of the fact. At such time such notice is received by the County, this Agreement shall be held null and void and no longer enforceable or of effect; provided, however, that if the Consultant is able to obtain coverage from another insurer within five (5) business days of the loss of coverage, this Agreement shall continue to be in full force and effect and shall remain binding on the parties hereto.

All Insurance Policies required hereunder shall cover and include the specific work contemplated by the terms hereof. If such policies do not cover such work, then Consultant shall not be in conformity with the terms hereof, unless Consultant obtains written permission from the County to not be in conformity with such terms.

12. **Independent Contractor.** The Consultant is acting and shall perform its Services under this Agreement as an independent contractor. Nothing contained in this Agreement or in the relationship between the County and the Consultant shall be deemed to constitute a partnership, joint venture, or any other relationship among them, and the Consultant's authority is strictly limited to performing the Services set forth herein in accordance with the terms and conditions hereof. The Consultant shall have no authority to execute any contracts, subcontracts or agreements for or on behalf of the County, nor to assume or create any obligation or liability or make any representation, covenant, agreement or warranty, express or implied, on the County or the County's behalf, or to bind the County in any manner whatsoever, without, in each case, written consent, approval, or instructions having been given or provided by the County. Any and all subcontracts shall be submitted to and approved by the County prior to execution and delivery.

13. **Audits.** The Consultant by his, her or its acceptance of the monies granted hereunder agrees to cooperate in all regards with any audit of the Grants and distributions therefrom, where such audit is performed by any governmental entity or agency duly authorized and empowered to undertake such audit by the Act, whether such entity or agency be from the

County of Cuyahoga, State of Ohio or Federal Government (the "Auditor"). Consultant agrees to present information in such format as reasonably requested by the Auditor, and to comply in all regards with all requirements and procedures as may be reasonably formulated by the Auditor from time to time.

14. **Assignment, Transfer or Delegation.** Neither this Agreement nor any of the rights, interests or obligations of the Consultant hereunder may be assigned, transferred or delegated in whole or in part by the Consultant without the prior written consent of the County, which consent may be denied, withheld or granted in the sole discretion of the County.

15. **Notices: Entire Agreement.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to the County or the Consultant, as the case may be, at the address set forth on the signature page of this Agreement or to such other address as the County or the Consultant may have designated in accordance herewith. The terms and conditions of this Agreement, including Exhibit A, Exhibit B, and the Rate Schedule attached hereto, constitute the final written expression of the agreement between the parties and are a complete and exclusive statement of the terms and conditions of this Agreement and may not be amended except in a writing signed by the parties hereto. Any amendments or modifications to this Agreement and any consents, approvals or instructions which may be required of the County under this Agreement may be given only by the County Administrator or Deputy Administrator. All other notices or other communications required or permitted hereunder may be given by an authorized representative of the County.

16. **Confidentiality.** The Consultant, its officers, agents and employees shall perform the Services in a discrete, confidential manner and shall not disclose any information or materials and reports gathered pursuant to this Agreement, or discuss such information or materials with anyone, other than authorized County representatives, without the prior written permission of the County; provided, however, that the Consultant is expressly authorized and permitted to disclose, where relevant, any such information or materials to any third parties who are required under the terms of this Agreement to be contacted by Consultant in connection with its Services hereunder or who may be entitled to such information as a matter of law or pursuant to court order. All such information, materials and reports shall belong to the County.

17. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

18. **Force Majeure.** The time for performance or observance of any of the covenants and agreements to be performed or observed by Consultants under this Agreement shall be extended for delays caused by Force Majeure. For the purposes hereof, the term Force Majeure shall mean and include: (i) delays in the performance of the work by reasons for strikes, lockouts, accidents, acts of God or other causes beyond the Consultant's reasonable control, (ii) the failure by the County to furnish necessary information required under this Agreement, (iii) the failure by the County to approve or disapprove the Consultant's work as and when required under this Agreement, (iv) delays resulting from late, slow or faulty performance by the County, other contractors or consultants of the County, or by government agencies whose performance of

work is precedent to or concurrent with the performance of the Consultant's work under this Agreement.

19. Disputes. Any dispute between Consultant and the County arising out of or relating to this Agreement, except for disputes relating to right of either party to terminate this Agreement in accordance with Article 8, shall be subject to mediation as an express condition precedent to the institution of any legal or equitable proceedings by either the Consultant or the County. The parties shall endeavor to resolve any such dispute through mediation conducted pursuant to the Construction Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The prevailing party shall be entitled to reimbursement of the mediator's fee and the filing fees paid by such party. In addition, all costs and expenses incurred by either party in connection with the mediation shall be borne and paid by the unsuccessful party. The mediation shall be held in the County of Cuyahoga (in a place selected by County), unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

20. Electronic Documents By entering into this contract for environmental assessment services, I agree on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of June 21, 2011 which shall be deemed the effective date for all purposes of this Agreement.

HULL AND ASSOCIATES INC.

BY: 

ERIC WILBURN

Cuyahoga County Executive

BY: X 

Edward FitzGerald

EXHIBIT A

DESCRIPTION OF FACILITY

The 7702 St. Clair Redevelopment Site ("Facility") is located at located at 7702 St.Clair Avenue, Cleveland, Ohio

The Facility is located at Parcel 105-30-011 in Cleveland, Ohio.

The Facility is bounded by St. Clair Avenue to the North, and West 77th Street to the West.

The Facility consists of a 4,216 square foot building constructed in 1900.

The Facility is zoned for general retail with walk-up apartments land uses.

The one (1) parcel encompasses approximately .19 acres.

EXHIBIT B

SERVICES SELECTION LIST

1. ____ Ohio EPA Voluntary Action Program Phase II Property Assessment under O.R.C. 3746.04 (B)(4) and O.A.C. 3745-300-07
2. ____ Site-specific Sampling and Analysis Plan meeting the requirements set forth in the generic Quality Assurance Project Plan, and under O.R.C. 3746.04(B)(4) and O.A.C. 3745-300-07 for VAP; and under 40 C.F.R. 31.45, and EPA DQO and QA/QC Guidance Documents for Non-VAP
3. ____ Bureau of Underground Storage Tank Regulations Closure Assessment and/or 3-Tier Evaluation under O.A.C. 1301:7-19-12 and -13
4. ____ Asbestos Survey under O.R.C. 3710 *et seq*; O.A.C 3745-20-02 – O.A.C. 3745-20-04; 40 C.F.R. 763.86 or equivalent; 40 C.F.R. 61 subpart M
5. ____ Lead Paint Inspection (to determine the presence of lead-based paint) under O.R.C. 3742 *et seq*;
6. ____ An environmental compliance audit in a three-task method: Task One - Pre-Audit Preparation; Task Two - Conduct Site Environmental Compliance Audit; and Task Three - Audit Report of Findings and Recommendations. The Consultant will conduct the compliance audit subsequent to or concurrently with the preliminary assessment activities for the applicable facility ("Facility") provided, as follows:

(1) Task One - Pre-Audit Preparation. The Consultant will request and become familiar with the Facility through a review of available background information prior to the site visit. The Consultant will evaluate the following types of information from the Facility prior to the site visit: facility layout plan, piping, sewer and storm run-off plans, process and waste flow diagrams, lists of raw materials used and volumes stored, lists of waste materials generated and volumes stored, emergency action plans, spill plans, and contingency plans, names and addresses of waste service providers (e.g., drum handlers, solid waste disposers, waste oil haulers, etc.), lists of management personnel and responsibilities (principal and environmental), operating schedules and production rates. Based on the Facility information received and reviewed by the Consultant's audit team, federal, state and local environmental regulations applicable for the Facility will be identified and reviewed. The Consultant will review existing, pending and proposed regulations that may potentially affect the Facility. In addition, the Consultant will contact local authorities to identify local ordinances that may have an environmental consequence for the Facility. The Consultant will also identify the major federal and state environmental regulations that will be reviewed as part of this task. Other appropriate regulations may be identified after specific Facility information is reviewed. The Consultant will use its standard environmental compliance audit checklist to efficiently and effectively conduct the Facility audit and cause its project manager and

project director to review the audit checklist in order to ensure quality control procedures prior to finalizing the checklist for field use.

(2) Task Two - Conduct Site Environmental Compliance Audit. The Consultant will conduct an introductory meeting with the Facility manager and key Facility personnel involved in operations and personnel responsible for environmental management procedures. The audit team utilized by the Consultant to carry out this task will make appropriate notes, as required, as to the operations layout, waste stream generation lists, environmental control process construction drawings and piping and drainage diagrams and operating schedules and production rates. In order to allow the audit team of the Consultant to become familiar with the layout and activities associated with the Facility, a quick site reconnaissance will be conducted with personnel which will allow the audit team to better allocate its time while on site and, in the case of multiple team members, provide a cross check to evaluate if all site activities are covered. The Consultant will conduct a file review to verify that documents and records required by environmental regulations are available, current, and complete by using the checklist developed for each environmental regulation applicable to the site as part of Task One. The Consultant will conduct "tests" of the Facility documentation procedures to assess their adequacy in meeting permit and regulatory requirements. The Consultant will also review previous agency and internal inspection reports to identify deficiencies in documentation, if any, and that deficiencies have been corrected. Upon completion of the file review and prior to the end of the audit, audit team members will meet to determine if the file review warrants any closer inspection or re-examination of specific Facility areas or processes. The Consultant will conduct an operations audit with the County's personnel familiar with Facility operations and systems in five major areas: raw material and storage handling, process operations, pollution control systems, waste handling and storage operations, and general Facility conditions and housekeeping. The operations audit will consist of visual observations to define current operations and potential waste streams, personnel interviews to assess if Facility procedures are understood and implemented so as to gain a better understanding of current test practices that may warrant further investigation and to determine if personnel have appropriate training or understanding regarding environmental procedures and practices, and a site perimeter inspection to evaluate the potential for offsite spilled materials or evidence of past spill occurrences and to evaluate the potential for offsite materials migrating onto the Facility from potential offsite spills or neighboring operations. At the completion of the file review and operation audit, the audit team of the Consultant will meet with the County to discuss the major findings observed during the audit. If authorized by the County, the audit team will also conduct an informal meeting with the Facility manager and appropriate personnel from each department at the completion of the audit.

(3) Task Three - Preparation of Audit Report and Compliance Calendar. The Consultant will assemble and review the information acquired during the site visit to evaluate compliance with existing environmental regulations. The information will be prepared for inclusion in the final audit report. If during the review of information and photographic documentation, the Consultant identifies compliance issues that require the immediate attention of the Facility owner, the Consultant will immediately inform the County by telephone to discuss the findings and potential resolutions. The Consultant will follow the telephone contact within 24 hours with a memorandum to the County

outlining the details of the compliance issues and the potential resolutions discussed. The audit team of the Consultant will prepare a draft report and submit the draft and all supporting information to the County's project director for review. The draft report will include the following sections: executive summary, audit objectives, audit scope, audit procedures, summary of audit findings, recommended compliance actions, and improvement measures. Once the County's project management team determines that the draft is complete and the format is consistent with the format provided for herein, the draft report will be submitted to the County for review. The Consultant will incorporate photographs and audit/visual recordings and the hard copy of the audit report for the Facility. In addition, the Consultant will provide the County with an electronic version of the audit report. The report and information gathered during a site audit will be considered confidential and handled accordingly. Report labeling will be consistent with enacted or proposed legislation related to "audit privilege" specific to the state where the Facility is located.

7. ___ Risk Assessment and Report for Voluntary Action Program projects conducted in accordance with O.R.C. 3746 and O.A.C. 3745-300-08 (Generic) and/or O.A.C. 3745-300-09 (Site-Specific), or for leaking USTs regulated by BUSTR conducted in accordance with BUSTR's Site Feature Scoring System (Generic) or 4-Tier (Site-Specific) risk assessment documents.
8. ___ Remedial Action Plan and Operation and Maintenance Plan (if necessary) under O.R.C. 3746 and O.A.C. 3745-300-15 for Voluntary Action Program projects, or O.A.C. 1301:7-9-13 for leaking USTs regulated by BUSTR.

GENERAL TERMS AND CONDITIONS

I. Fees for Professional Services

Billing rates are listed in Table I of Proposal Dated July 5, 2011 that is attached to this agreement.

All time including travel hours spent on the project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, the foregoing rates shall apply to both Phase I Services and Phase II Services set forth in the Agreement to which these terms and conditions are attached, it being understood that, unless otherwise provided in the Agreement, the compensation payable to the Consultant is lesser of the actually incurred amount utilizing the foregoing rate schedule and the maximum amount set forth in the Agreement and that the Agreement does not provide for a fixed lump-sum price. If it is apparent that the maximum amount is insufficient to complete the project satisfactorily, the County will be advised as soon as practicable.

II. Reimbursable Expenses

The sum of \$3,700.00 for the scope of services set forth by Hull and Associates Inc. in the July 5, 2011 proposal document "Scope of Work and Cost Estimate to Complete an Ohio VAP (VAP) and an American Society for Testing and Materials (ASTM) Standard E1527-05 Phase I Property Assessment of the 7702 St. Clair Property located at 7702 St. Clair Avenue, Cleveland Ohio CUCO33.600.0001" submitted by Mark Zakrzewski and Eric Wilburn of Hull and Associates Inc. to the County will be the maximum amount of compensation payable to the Consultant for expenses incurred.

III. Invoices and Payments

Consultant shall be paid monthly on the basis of invoices submitted. The invoices submitted will be for the portion of the agreed upon compensation earned by the Consultant during that month. Consultant shall be paid for all such invoices within thirty (30) days of submittal. In the event the County disputes any invoice or any portion thereof, the undisputed portion shall be paid to Consultant in accordance with the Agreement. Invoices not in dispute and unpaid after thirty (30) days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Payment shall be made to the Consultant, as follows: "Hull & Associates Inc. 6397 Emerald PKWY, Suite 200, Dublin, Ohio 43016". Additional support documentation, if requested by the County shall be furnished at an additional administrative charge as required to compile the documentation.

The sum of \$3,700.00 for the scope of services set forth by Hull & Associates Inc in the July 5, 2011 proposal document

IV. Insurance

The Consultant is covered by worker's compensation insurance, employers' liability insurance, commercial general liability insurance covering bodily injury (including death) and property damage, automobile liability insurance covering bodily injury (including death) and property damage, professional consultants liability insurance, and contractor's pollution legal liability insurance as follows:

Worker's Compensation	Minimum Statutory Amount
Employers' Liability Insurance	Minimum Statutory Amount
Commercial General Liability Insurance	\$ 2 million
Automobile Liability Insurance	\$ 2 million
Professional Errors and Omissions Liability Insurance	\$ 2 million
Contractors Pollution Legal Liability Insurance	\$ 2 million

Consultant shall deliver certificates evidencing such insurance coverage to the County before commencing work under this proposal. Each such policy shall provide that such coverage will not be changed or canceled without at least 30 days' prior written notice to the County.



July 5, 2011

Northcoast Brownfield Coalition
c/o
Ms. Janise Bayne
Cuyahoga County Department of Development
112 Hamilton Court
Cleveland, OH 44114

RE: Scope of Work and Cost Estimate to Complete an Ohio Voluntary Action Program (VAP) and an American Society for Testing and Materials (ASTM) Standard E1527-05 Phase I Property Assessment of the Property Located at 7702 St Clair Avenue, Cleveland, Ohio; CUC033.600.0001.

Dear Ms. Bayne:

Hull & Associates, Inc. (Hull) is pleased to present to the Cuyahoga County Department of Development (Client) the following scope of work (Scope of Work) to evaluate potential environmental issues associated with the property located at 7702 St Clair Avenue in Cleveland, Ohio (Property). The Phase I Property Assessment will be performed in accordance with Ohio's VAP rules for Phase I Property Assessments codified at Ohio Administrative Code (OAC) 3745-300-06 and in general accordance with the ASTM Standard E1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, which incorporates the Brownfields Revitalization Act All Appropriate Inquiry (AAI). The purpose of a Phase I Property Assessment under the Ohio VAP is to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on, underlying, or is emanating from a property including any release from management, handling, treatment, storage, or disposal activities from on or off-property activities. The purpose of complying with the ASTM Standard E1527-05 is to permit the Client to satisfy one of the requirements to qualify for the Innocent Landowner, Contiguous Property Owner, or Bona Fide Prospective Purchaser limitations of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. The scope of a Phase I Property Assessment is to characterize a property for the purposes of participation in the Ohio VAP and to determine the necessity and initial scope of a Phase II Property Assessment.

This Scope of Work will be completed in accordance with the standard terms and conditions of an agreement between Cuyahoga County and Hull.

PROJECT DESCRIPTION

Based on available information, the Property is a vacant mixed commercial/residential structure that has been unoccupied for the past three years. FIGS II, LLC is considering acquiring the Property for redevelopment.

Ms. Janise Bayne
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The Scope of Work for the Phase I Property Assessment is consistent with the Ohio VAP and ASTM Standard E1527-05 and involves a review of various records and investigations to document Identified Areas (IAs) and/or to identify recognized environmental conditions (RECs).¹ The Scope of Work of the Phase I assessment is included in Attachment A. Please note that the first page of the attached Scope of Work includes a list of items to be provided by the Client, if available.

COMPENSATION

Hull proposes conducting the Scope of Work described herein for **\$3,700** to complete the Phase I Property Assessment. The project will be invoiced on a time and materials basis, not to exceed the amount quoted above. Hull will invoice on a monthly basis with payment due to Hull within 30 days after receipt of an invoice. This cost estimate is valid for 90 days from the date of this Scope of Work.

ADDITIONAL WORK

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this proposal, including the scope of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client. Hull shall be compensated for the actual time spent performing this additional work in accordance with the personnel billing rates outlined in Table 1 (Attachment B). Direct expenses and subcontractor fees resulting from performance of this additional work will be billed to the Client at actual costs incurred by Hull.

Specific items not within the Scope of Work on this project include, but are not limited to the following:

1. more than one visit to the Property;
2. detailed file search or review at the Property or any agency office beyond that obtained by written or verbal request or from a commercial database search firm;
3. evaluation of regulatory compliance, industrial hygiene, ecological resources, cultural issues (e.g., historic buildings) and endangered species;

¹ The Ohio VAP defines an Identified Area as any location at a property where a release of hazardous substances or petroleum has or may have occurred. ASTM describes a "recognized environmental condition" as the presence or likely presence of any hazardous substance or petroleum product on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum product into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimus conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

4. obtaining a title search from a title company or from U.S. court district records;
5. review of judicial records for environmental liens or activity and use limitations for the Site;
6. a Property Condition Assessment; and
7. communication with regulatory agencies regarding items not associated with the record review.

STANDARD OF CARE AND LIMITATIONS

Hull shall perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in the same or similar locality at the time of service. No other warranty, expressed or implied, is made or intended by our proposal or by our oral or written reports. The work will not attempt to evaluate past or present compliance with federal, state, or local environmental or land use laws or regulations. Conclusions presented by Hull regarding the Property to be investigated shall be consistent with the Scope of Work, level of effort specified and investigative techniques employed. Reports, opinions, letters and other documents will not evaluate the presence or absence of any compound or parameter not specifically analyzed and reported. The presence of asbestos, radiation, radon, lead, electromagnetic fields and indoor air quality will not be investigated, unless specifically stated in the Scope of Work. Hull makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

Furthermore, the report will be prepared for, and made available for the sole use of Cuyahoga County and FIGS II, LLC. The contents thereof may not be used or relied upon by any other person or entity without the express written consent and authorization of Cuyahoga County and Hull.

Attachment D contains a User Questionnaire, which should be completed by the Client or current Owner and returned to the undersigned. Hull is prepared to initiate the project immediately upon receipt of written authorization to proceed.

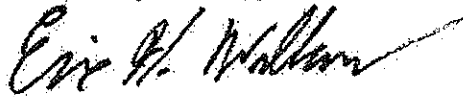
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If you have any questions regarding the Scope of Work, costs, or contract terms, please call Mark Zakrzewski at (440) 232-9945.

Sincerely,

Handwritten signature of Mark F. Zakrzewski in black ink.

Mark F. Zakrzewski, CPG
Senior Project Manager

Handwritten signature of Eric H. Wilburn in black ink.

Eric H. Wilburn, P.E., CP
Principal

Attachments

ATTACHMENT A

Scope of Work

SCOPE OF WORK

This Scope of Work and associated costs assume the Client will provide Hull with the following information for the Property, if available:

1. a legal description and plat survey;²
2. a chain-of-title (ownership) report;
3. an explanation of knowledge that the purchase price of the Site is significantly less than the purchase price of comparable properties (if the project involves a potential Site transfer);
4. a review of land title records for environmental liens or activity and use limitations (e.g., deed restrictions);
5. a review of judicial records for environmental liens or activity and use limitations;³
6. access to persons familiar with the Property and its history including current owners, operators and occupants, and those who historically owned, operated and occupied the Property, if possible; and
7. knowledge or experience that is related to any IAs and/or RECs at the Property (e.g., previous assessments of the Property); and
8. the reason why the Phase I ESA is being performed.

Hull will perform the following Scope of Work under the direction of an Ohio VAP Certified Professional (CP) and an Environmental Professional (EP) as described in the ASTM Standard E1527-05 to address the objectives of this project as described below:

Task 1 Records Review

Records will be reviewed that are reasonably available (records that are publicly available, obtainable from its source within reasonable time and cost constraints, and are practically reviewable). If the information is not reasonably available, it will be identified and an explanation as to why it was not reasonably available will be provided in the report.

Historical Information

A history of the previous uses through the current use of the Property will be conducted dating back to 1940 or prior to the Property being developed, whichever is earlier. A search of historical records may include aerial photographs, fire insurance maps, zoning records, USGS 7.5-minute topographic maps, and building permits. A review of the ownership of the Property will be conducted through the current owner. Ownership records may include deeds, mortgages, easements of record, city directories, and property tax records. A reasonable attempt will be made to interview persons who were employed at, or have resided at, the Property or areas surrounding the Property regarding the Property's current and historic uses.

² This information is required; therefore, if the Client cannot provide it, the effort to obtain it will be conducted as additional work described in Hull's proposal.

³ Note that some liens are imposed by judicial authorities and may not be recorded in title records.

Environmental Information

A reasonable inquiry will be made of the current and past environmental compliance history of the Property and persons who owned or operated the Property.⁴ This inquiry will include a review of reasonably available information from the U.S. EPA, the Ohio EPA, the Ohio Department of Natural Resources (ODNR), and the Bureau of Underground Storage Tank Regulations (BUSTR).

The following environmental records will be reviewed for facilities within the specified search distance. The search distance is measured from the Property's boundary. The following information, excluding water well logs, the local fire department, health department, Local Emergency Planning Committee (LEPC) and State Emergency Response Commission (SERC) information and utilities information, will be obtained from a commercial environmental database search firm.

Search distance of 1.0 mile:

1. Federal National Priorities List (NPL) facilities list.
2. Federal Resource Conservation and Recovery Act (RCRA) CORRACTS (RCRA Corrective Action) facilities list.
3. State and tribal-equivalent NPL.
4. Local contaminated sites list.

Search distance of 0.5 mile:

1. Federal delisted NPL sites list.
2. Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) list.
3. CERCLIS No Further Remedial Action Planned (NFRAP) site list.
4. RCRA treatment, storage and disposal (TSD) facilities list.
5. Federal RCRA non-CORRACTS facilities list.
6. State and tribal solid waste disposal site lists.
7. State and tribal-equivalent CERCLIS list.
8. State and tribal leaking underground storage tank (LUST) lists.
9. State water well logs.

⁴. A review of the environmental compliance history relates only to releases of hazardous substances or petroleum and to factors, which may affect the eligibility of the Property to participate in the VAP. It is not meant to be a comprehensive environmental compliance audit to determine the current operating compliance of the Property.

10. Local solid waste disposal site lists.

Property and adjoining properties:

1. Federal RCRA generators list.
2. Federal No Further Remedial Action Planned (NFRAP) facilities list.
3. State and tribal registration storage tank lists.
4. Local UST registration list.
5. State and tribal voluntary cleanup sites.
6. State and tribal brownfields sites.

Property only:

1. Federal Emergency Response Notification System (ERNS) list.
2. State and tribal institutional control/engineering control registries.
3. Local fire department and health department records.
4. SERC and LEPC.
5. Records from utility companies operating gas lines, oil pipelines, electrical lines and transformers, water lines and sewers.

Regional geology records that may include groundwater resource maps, bedrock geology maps, surficial geology maps and soil maps will be reviewed to identify the general nature and occurrence of groundwater, regional geology, the presence of oil/gas wells, etc.

A wetlands delineation map will be obtained from the state natural resources agency, if available. The presence of wetlands identified on the map will be noted; however, a visual wetlands delineation will not be performed during the Property reconnaissance.

The above description of the records review is general and is not intended to be a detailed list of the files researched or the persons who will be contacted. Hull does not guarantee the accuracy of public and private files. Furthermore, the above data will be obtained through a request for an agency file search, telephone or personal interviews, or a combination of both, whichever is most appropriate.

Hazardous Substance or Petroleum Release History

Known or suspected releases of hazardous substances or petroleum which have or may have occurred on, underlying, or is emanating from the Property will be documented. This documentation will include:

1. the contaminant type;
2. the quantity;

3. the date of the release;
4. the areas of the Property impacted by the release;
5. the media impacted, including soil, groundwater, surface water and sediments; and
6. measures taken to address those releases including the results of those measures.

Task 2 Property Reconnaissance

The Property Reconnaissance will include observations of the Property, including an observation of the interior of the buildings and structures on the Property and an observation of the exterior areas of the Property. Photographs will be taken to document observations made during this reconnaissance. At a minimum, the following areas will be identified and documented:

1. areas containing hazardous substances or petroleum or areas where hazardous substances or petroleum were located including underground storage tanks (USTs), aboveground storage tanks (ASTs), wells, cans, boxes and other containers, pipes, drains, storm or sanitary sewers, electrical equipment, cables, fuel tanks, oil pans, lagoons, stacks, cooling systems, inventory, pits, piles, landfills, waste or process water treatment systems, surface water, sediments, equipment and associated structures that contain or previously contained any hazardous substance or petroleum, and areas used for the treatment, storage, management, or disposal of hazardous substances or petroleum;
2. evidence that a release of hazardous substances or petroleum occurred or may have occurred on, underlying, or is emanating from the Property and may include spilled materials, stressed vegetation, discolored soils, strong, pungent, or noxious odors, or the presence and condition of items identified in Item 1;
3. other available evidence of the current and past uses of the Property or evidence of practices regarding the management, handling, treatment, storage, or disposal of hazardous substances or petroleum;
4. the general topographic conditions of the Property and area surrounding the Property;
5. evidence of current or past uses of adjoining properties which may be observed from the Property or which is accessible from public right-of-ways;
6. identifiable migration conduits for hazardous substances or petroleum including, but not limited to, basements, drains, tiles, wells, and utility lines; and
7. physical obstructions which may limit the visibility of conditions on the Property such as buildings, snow or leaf cover, rain, soils used for fill, or paving materials.

The Client will be responsible for obtaining access to the Property (including all buildings) to perform the reconnaissance in a single mobilization.

Interviews will be conducted with current and previous Property owners and/or occupants familiar with both current and past operations and usage of the Property. If the Property is abandoned, attempts will be made to interview neighboring property owners and/or occupants about the Property's history.

Task 3 Phase I Assessment Report Preparation

A Phase I Property Assessment report will be prepared and will consist of the following:

1. an introduction that identifies the Property (including a legal description), the completion date of the Phase I Property Assessment and preparation of the written report, the name and job title of each person conducting the investigation, and a summary of the current and intended use of the Property;
2. conclusions regarding whether there is reason to believe that a release of hazardous substances or petroleum has or may have occurred. If there is reason to believe a release has occurred, the substances and the areas where these substances are known or suspected to be present on the Property will be identified;
3. a Property Location Map using a USGS 7.5-minute topographic map;
4. a Property Map including pertinent features and Property lines and areas identified with known or suspected releases (described as Identified Areas and/or recognized environmental conditions);
5. a vicinity map which identifies facilities surrounding the Property which were identified as managing, treating, or storing hazardous substances or petroleum;
6. a narrative of the procedures used by Hull during the Phase I Property Assessment;
7. a summary of relevant information used to meet the objectives of the historic and current uses, the environmental history, the interviews, the Property reconnaissance, and the release history;
8. an evaluation of eligibility issues;
9. a summary of Identified Areas and/or recognized environmental conditions;
10. a statement of limitations or qualifications which affect the Phase I Property Assessment including an explanation of information sources that were not reviewed because they were determined to not be reasonably available;
11. an identification of significant data gaps that affect the ability of Hull to identify RECs;
12. a recommendation stating that either a No Further Action Letter (NFA) can be issued or that a Phase II Property Assessment would be required to prepare an NFA letter;
13. a bibliography of references used in preparation of the report;

14. color photographs documenting the Property's current condition;
15. appendices for supporting documentation; and
16. signature(s) of environmental professional(s).

The report is intended to describe observations obtained through the work as defined in the Scope of Work. One draft electronic copy will be provided to the Client for review. One portable document format (PDF) and two hard copies of the final report will be provided to the Client following the review process.

The Client will be notified of environmental concerns encountered during the Property reconnaissance or file review that may warrant further evaluation, thus altering the original Scope of Work. This notification must be completed prior to initiating any additional work (e.g., additional file reviews, sampling, drilling, etc.). Each report is intended to describe observations obtained through the work as defined in the Scope of Work.

ATTACHMENT B

Staff Assignment Chart,
Cost Estimate Detail, and
Rate Sheet

Proposed Team and Project Responsibilities

Name	Title	Responsibilities
Eric Wilburn	Principal	CP/oversight
Mark Zakrzewski	Sr. Project Manager	project management
Crystal Amato	Hydrogeologist II	data review, report prep
Pamela Olson	Hydrogeologist I	site recon, data review, report prep
Jen Slifer	GIS Specialist	prepare figures
Becky Petzold	Clerical	project support, report assembly
Suzanne Mayausky	Clerical	project support, report assembly

TABLE 1
PHASE I ASSESSMENT
COMMERCIAL/RESIDENTIAL PROPERTY
7702 ST CLAIR AVENUE, CLEVELAND, OHIO

Task 1	<u>Phase I - Records Review</u>	Estimated Cost
	Labor	\$ 800
	Miscellaneous Costs (Database Report & Aerial Photographs)	\$ 285
	Task 1 Subtotal	\$ 1,085
Task 2	<u>Phase I - Property Reconnaissance</u>	
	Labor	\$ 460
	Miscellaneous Costs	\$ 45
	Task 2 Subtotal	\$ 505
Task 3	<u>Phase I Assessment Report</u>	
	Labor	\$ 2,085
	Miscellaneous Costs	\$ 25
	Task 3 Subtotal	\$ 2,110
	TOTAL PROJECT BUDGET	\$ 3,700

2011 BILLING RATES

TABLE 1

Management Staff		Scientist	
Principal	\$150.00 - \$200.00	Senior Scientist	\$110.00 - \$140.00
Senior Project Manager	\$130.00 - \$175.00	Project Scientist	\$ 90.00 - \$120.00
Project Manager	\$100.00 - \$140.00	Scientist 2	\$ 70.00 - \$100.00
Government & Community Relations	\$ 80.00 - \$150.00	Scientist 1	\$ 65.00 - \$ 85.00
Engineer		Support Staff	
Senior Engineer	\$110.00 - \$140.00	GIS Manager	\$ 80.00 - \$120.00
Project Engineer	\$ 90.00 - \$120.00	GIS Specialist	\$ 50.00 - \$ 80.00
Engineer 2	\$ 70.00 - \$100.00	CAD Operator	\$ 50.00 - \$ 70.00
Engineer 1	\$ 65.00 - \$ 85.00	Senior Technician	\$ 60.00 - \$ 80.00
Senior Designer	\$ 80.00 - \$100.00	Technician 2	\$ 45.00 - \$ 65.00
Designer	\$ 70.00 - \$ 90.00	Technician 1	\$ 35.00 - \$ 55.00
Hydrogeologist		Project Manager Assistant	\$ 40.00 - \$ 55.00
Senior Hydrogeologist	\$110.00 - \$140.00	Clerical	\$ 30.00 - \$ 45.00
Project Hydrogeologist	\$ 90.00 - \$120.00		
Hydrogeologist 2	\$ 70.00 - \$100.00		
Hydrogeologist 1	\$ 65.00 - \$ 85.00		

NOTES:

- Hourly billing rates for personnel apply to actual time spent in meetings concerning the project, preparing for such meetings, project coordination time, design activities, field and office investigations, and travel time when job-related.
- Hourly billing rates reflect the range of salaries for each job classification. Rates are typically reviewed and adjusted periodically to account for salary increases and other changes.
- If personal vehicles are utilized, travel mileage is billed at the federal mileage reimbursement rate. If company-owned vehicles are utilized, rental rates of \$75/day, \$300/week, or \$1,000/month are used in lieu of travel mileage. If rental vehicles are utilized, the actual cost of the rental and gasoline will be billed directly with no mark-up.
- Air transportation fees are billed directly with no mark-up. Travel time is typically billed only for that time actually spent flying to/from the project location and does not include layovers, delays, etc.
- Project reimbursable expenses such as reproduction by vendors, overnight shipping, meals, and lodging associated with travel or extended field activities, etc. are billed directly with no mark-up.
- Field equipment rented from outside vendors is billed directly with no mark-up. Field equipment owned by Hull, including individual equipment items or groupings of equipment such as sampling kits, are billed at competitive market-equivalent rates for daily or weekly rental.
- Subcontractors' fees are billed to the Client at a rate equal to the subcontractor fee multiplied by 1.1 to recover Hull's contractual liability risk and associated operational expense.

ATTACHMENT C

Task Order

**ATTACHMENT C
FOR
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

HULL & ASSOCIATES, INC.

TASK ORDER NO:	<u>001</u>
HULL PROJECT CODE:	<u>CUC033</u>
CONTRACT NUMBER:	<u>TBD</u>

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work:

Phase I Assessment **\$3,700**

Complete an Ohio Voluntary Action Program (VAP) and American Society of Testing and Materials (ASTM) Standard E1527-05 Phase I Property Assessment in accordance with the Scope of Work presented in Hull's July 5, 2011 proposal (Hull document CUC033.600.0001).

NUMBER OF COPIES OF DELIVERABLE: One PDF draft and final report and two final hard copies

ESTIMATED COST: \$3,700

HULL & ASSOCIATES, INC. PROJECT CONTACT: Mark Zakrzewski

CLIENT PROJECT CONTACT: Janise Bayne

CLIENT AUTHORIZATION: _____ DATE: _____

(Please return one signed original to Hull & Associates, Inc.'s Project Contact and retain one signed original for Client's records.)