

**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 18th day of March 2013 (the "Effective Date") by and between the County of Cuyahoga, Ohio (the "County"), a county and political subdivision of the state of Ohio, on behalf of the Department of Development ("DOD"), pursuant to the authority of Contracts and Purchasing Board Approval No. CPB2011-244 and URS Corporation ("Consultant"), a Nevada Corporation with principal offices located at 1375 Euclid Avenue Suite 600, Cleveland, Ohio 44115 for services at the Facility (as defined below).

**W I T N E S S E T H:**

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

**WHEREAS**, the purpose of the Program is to inventory, characterize, and assess parcels of real property throughout the County of Cuyahoga, Ohio which qualify as a "brownfield site" under the Comprehensive Environmental Response Compensation, and Liability Act of 1980, 42 U.S.C. Chapter 103 ("CERCLA"), as amended by the Small Business Liability Relief and Brownfields Revitalization Act, Public Law 107-118 (the "Act"; for purposes of this Agreement, Act includes all subsequent amendments thereto and all regulations promulgated thereunder)); and

**WHEREAS**, under the Act, the County is the lead agency in the award of a Brownfields Hazardous/Petroleum Substances Assessment Cooperative Agreement Coalition grant by the USEPA (the "Grant"); and

**WHEREAS**, the County has both Grant monies and General Fund Economic Development monies available for the Program; and

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

**WHEREAS**, the County is empowered by the constitution and laws of the state of Ohio and the Act to grant monies to the Consultant for purposes of conducting the Services (as defined below) with respect to the real property located at 6218-6220 St. Clair Avenue, Cleveland, Ohio 44103 and more particularly described or shown on Exhibit A attached hereto and made a part hereof (the "Facility"); and

**WHEREAS**, the Consultant previously responded to a request for qualifications issued by the County and in such responses represented that it possesses the relevant professional experience, competence and knowledge, as required under the laws of the state of Ohio and the

Act, to render the services to be provided under this Agreement, and desires to render such services to the County with respect to the Facility; and

**WHEREAS**, the County has requested a scope of services to be provided with respect to the Facility, a copy of which is attached hereto as Exhibit B (the "Services"), and Consultant has provided and the County has accepted a proposal to perform the Services, a copy of which is attached as Exhibit C (the "Proposal"); 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, 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 purpose of the Services to be provided pursuant to this Agreement are to inventory, characterize, and assess the Facility in accordance with the Act, and 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 Reasonable Judgment of the Consultant (as defined below), 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. For purposes of this Agreement, "Reasonable Judgment" means such skill, care and judgment normally exercised by recognized professional firms performing services of a similar nature in the State of Ohio in accordance with the laws of the State of Ohio and the Act.

2. **Quality of Services.**

A. 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.

B. The Consultant shall assign the personnel identified in the Proposal to perform the Services, and shall not remove or replace those individuals without the prior written approval of the County, which approval shall not be unreasonably denied or withheld; the County's decision with respect to such removal or replacement shall be given in a timely manner so as not to delay Consultant's completion of the Services by the Completion Date. The Consultant represents and warrants that the identified 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.

C. 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", as outlined by current U.S. EPA guideline for Cuyahoga County Department of Developments Community Assessment Program. This generic QAPP will be submitted and approved by USEPA, Region V for approval prior to conducting any and all Phase II Environmental Assessment work for Cuyahoga County Department of Development. Consultant acknowledges and agrees it shall not receive compensation for any associated work in regards to the creation, preparation, and approval of the generic QAPP. Consultant shall customize its generic QAPP to create a site-specific Sampling and Analysis (SAP) workplan for the Facility, which includes Phase II environmental investigation for the Cuyahoga County Department of Development. Costs to customize the QAPP to the Facility shall be compensated under this Agreement.

3. **Scope of Services.** Consultant shall perform the Services in accordance with this Agreement, including the General Terms and Conditions attached hereto as Exhibit D, and the Proposal. Consultant acknowledges that Phase II service will commence ONLY upon approval of the SAP work plan by the County or US EPA, as applicable, and County has issued an authorization to proceed. County reserves the right, in its sole discretion, to terminate this Agreement upon completion of the Phase I Services. In the event of a conflict between the terms of the Proposal, the terms the Services, and/or the terms of this Agreement, the County shall, in its sole discretion, determine whether the terms of the Proposal, the Services, or this Agreement shall control.

4. **Compensation.**

A. In consideration of Consultant's faithful performance of the Services, as directed by the County, Consultant shall receive compensation in an amount not to exceed \$10,430.00.

B. Compensation for Phase II Services, if any, shall be documented in accordance with paragraph 3 above, and 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. 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.

C. In the event that Consultant encounters issues which would require additional time or expense, Consultant shall immediately notify the County and shall not proceed until the County has approved such additional time or expenses in writing.

D. **Invoices.** Detail on all invoices to County will follow the format specified in the budget attached to the Proposal. All invoices shall include copies of all subcontractor invoices. Markup on subcontractor costs in excess of 5% will be disallowed.

**5. Time of Performance.**

A. The Consultant will initiate the Services within one week of receipt of a written authorization to proceed from DOD. Upon completion of the Services, Consultant shall provide the County with a written report or reports, as described in the Section 6, below.

B. Notwithstanding anything contained herein to the contrary, this Agreement shall end and be of no further force and effect on and after September 14, 2013 unless extended by a written amendment to this Agreement executed by the Consultant and the County.

**6. Report.** Any reports prepared by Consultant pursuant to the Agreement shall first be prepared and submitted, with all supporting information, to the County in draft form for initial review; the County reserves the right to request that such draft report and supporting information be submitted in electronic (e.g., Word or Adobe Acrobat) and/or non-electronic form. All final reports will be delivered to the county and/or designated recipients in format specified by county on a project by project basis. Not to exceed three electronic versions and one possible non-electronic (paper version) per report.

**7. 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, for work completed up 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.

**8. 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 URS Corporation performing Services in Ohio, as established at the time the Services hereunder are to be performed.

9. **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.

10. **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. Commercial General Liability, Contractors Pollution Legal Liability & Professional Liability, (in particular covering errors and omissions), shall be in an amount not less than Two Million Dollars (\$2,000,000) while the comprehensive business automobile, and umbrella liability insurances shall be in an amount not less than One Million Dollars (\$1,000,000).

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 and its employees 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.

11. **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.

12. **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.

13. **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.

14. **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 all exhibits 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.

15. **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.

**16. Governing Law & Forum.** This Agreement shall be governed by the laws of the State of Ohio. Any suit, action, or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Cleveland, Ohio, and the parties agree to the exclusive jurisdiction and venue of such court to resolve same.

**17. Applicable Ordinances:** This Agreement shall be subject to all applicable County ordinances, including, but not limited to: i) the Cuyahoga County Ethics Ordinance, ii) the Cuyahoga County Inspector General Ordinance, and iii) the Cuyahoga County Board of Control, Contracting and Purchasing Ordinance (the "County Ordinances"). Consultant shall comply with all County Ordinances as an integral part of this Agreement. . Copies of all County Ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

**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.

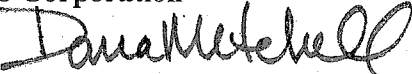
**19. Disputes.** Any dispute between Consultant and the County arising out of or relating to this Agreement, except for disputes relating to right of either party to terminate this Agreement in accordance with Article 8, shall be subject to mediation as an express condition precedent to the institution 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 Signature.** 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.

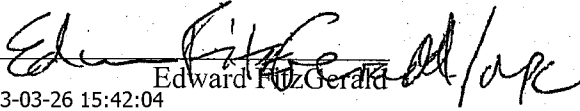
IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the Effective Date.

URS Corporation

BY:   
Dana Mitchell, RA, NCARB  
Vice President

Cuyahoga County Executive

Edward FitzGerald, County Executive

BY:   
Edward FitzGerald  
2013-03-26 15:42:04



## **EXHIBIT A**

### **DESCRIPTION OF FACILITY**

The 6202 Holdings LLC Site ("Facility") is located at 6218-6220 St. Clair Avenue, Cleveland, Ohio 44103.

The Facility is located at Parcel 105-21-004 in Cleveland, Ohio.

The Facility is bounded by St. Clair Avenue to the North, and Lausche Avenue Properties to the South.

The Facility consists of a three story brick retail facility with 8 residential apartments.

The Facility is zoned for General Retail with walk-up Apartments land uses.

The one parcel encompasses approximately 0.15 acres.

## **EXHIBIT B**

### **REQUESTED SERVICES LIST**

1. Phase I Property Assessment(s) as:

☐ 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.

2. \_\_\_ Regulatory File Review, as requested.

3. \_\_\_ Ohio EPA Voluntary Action Program Phase II Property Assessment under O.R.C. 3746.04 (B)(4) and AS MORE CLEARLY DESCRIBED IN ATTACHED PROPOSAL (Exhibit C)..

4. \_\_\_ 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

5. \_\_\_ Bureau of Underground Storage Tank Regulations Closure Assessment and/or 3-Tier Evaluation under O.A.C. 1301:7-19-12 and -13

6. X Asbestos Survey under O.R.C. 3710; 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

7. \_\_\_ Lead Paint Inspection (to determine the presence of lead-based paint) under O.R.C. 3742 .

8. \_\_\_ 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.

9. \_\_\_ Remedial Action Plan and Operation and Maintenance Plan under O.R.C. 3746 and O.A.C. 3745300-15 for Voluntary Action Program projects, or O.A.C. 1301:7-9-13 for leaking USTs regulated by BUSTR.

10. \_\_\_ Urban Setting Designation and/or Groundwater Feasibility Study conducted in accordance with O.R.C. 3746 and O.A.C. 3745-300-10(D).

## **EXHIBIT C**

### **Consultant's Proposal**



1375 Euclid Avenue, Suite 600  
Cleveland, Ohio 44115  
216.622.2400 Tel  
216.622.2464 Fax  
www.urscorp.com

February 14, 2013

Ms. Janise Bayne  
Cuyahoga County Department of Development  
1701 East 12<sup>th</sup> Street  
Reserve Square, 1<sup>st</sup> Floor  
Cleveland, Ohio 44114

Re: Pre-Demolition Asbestos Survey  
6218-6220 St. Clair Avenue – Cleveland, Ohio

Dear Ms. Bayne:

In accordance with your request, I am sending you the enclosed proposal to conduct a Pre-Demolition Asbestos Survey at the above referenced property.

Our project area consists of the building located at 6218-6220 St. Clair Avenue in Cleveland, Cuyahoga County, Ohio. The Property consists of a 3-story masonry building containing two storefronts and residential apartment units. The building encompasses approximately 6,450 square feet.

If you have any questions or would like to discuss this scope of work further, please do not hesitate to call me at (216) 622-2400. Thank you for the opportunity to provide our proposed services.

Sincerely,

URS Corporation

Michael J. McKim, PG, CP  
Senior Environmental Manager

Enclosure

**ATTACHMENT A  
SCOPE OF SERVICES FOR  
PRE-DEMOLITION ASBESTOS SURVEY  
6218-6220 ST. CLAIR AVENUE – CLEVELAND, OHIO**

**February 14, 2013**

**PURPOSE**

The purpose of the Scope of Services is to complete a pre-demolition asbestos survey of the Property building prior to its proposed demolition.

**BACKGROUND**

The Property is located at 6218-6220 St. Clair Avenue (PPN 105-21-004), Cleveland, Ohio. It occupies 0.15 acres and was formerly a mixed use (retail/residential) building. The Property is currently owned by 6202 St. Clair LLC.

**SCOPE OF SERVICES**

**Pre-Demolition Asbestos Survey**

A team of two Ohio Department of Health certified Asbestos Hazard Evaluation Specialists will be involved in the asbestos survey. URS will visually inspect interior and exterior functional spaces (rooms and areas) of the building for suspect asbestos containing materials (ACM). It is anticipated that the survey will take approximately one to two days to complete. Due to the condition of the building and access issues, an inspection of the roof will not be completed.

Prior to any site activities, the designated URS Health and Safety Officer will prepare the required Health and Safety plan to be used during the site visit. The Health & Safety plan will be prepared in accordance with URS standards and will address special considerations such as confined spaces, ladder work, and electrical hazards in addition to the standard project considerations associated with the sampling of asbestos containing building materials (ACBMs).

Prior to the start of field activities, URS personnel will review existing facility drawings or reports that are provided by the owner. The purpose of this effort is to gain knowledge regarding the configuration of mechanical, plumbing, and other systems in the building.

An asbestos survey of the building will be conducted by trained inspectors who have successfully met the requirements of State Certification. The Survey will include sampling suspect ACBMs and assessing the conditions and quantity of the materials in preparation for building demolition. It is assumed that URS will obtain a maximum of **200** samples during the survey. Each sample locations will be marked on building plans.

Since the building is unoccupied, access will be coordinated with the site contact and the sampling method will be a modified Asbestos Hazard Emergency Response Act (AHERA)

survey with destructive sampling. For example pipe chases and similar areas will be accessed by breaking through existing walls and other structures when needed. During the course of the inspection, dismantling of building components will be undertaken to reveal hidden conditions within the structure. Free-standing equipment such as air handler units, boilers and associated gaskets, and HVAC duct vibration cloth will be dismantled and sampled.

Due to the condition of the building, no roof samples will be obtained during this pre-demolition survey.

It is anticipated that the following materials will be sampled as suspect ACBMs:

- floor tile and mastic
- ceiling and wall plaster or drywall material
- pipe insulation
- hard fittings
- lagging material
- sprayed on fireproofing
- ceiling tiles

It is anticipated that the sampling can be completed without the use of a hydraulic lift or electrical power. If deemed necessary to complete the asbestos sampling, URS will notify the County so that appropriate actions can be taken. The use of a lift or electrical power is not included in our proposed Scope of Work.

Linear and surficial dimensions of ACM will be measured during the survey inspection. During the survey, the condition of ACM in each assessment area will be assigned a rating of good, fair or poor. The ACM will be given a good rating if there is little or no visible damage. Materials that are in fair condition exhibit up to 25% localized damage or up to 10% evenly distributed damage. Poor condition will be used to define ACM which exhibits greater than 25% localized damage or greater than 10% evenly-distributed damage.

Upon completion of the sampling, samples will be packaged and sent for laboratory analysis. The analytical test method will be Polarized Light Microscopy (PLM) unless the results are found to be <10% asbestos containing, then the sample will be tested via point count method. It is estimated that approximately 10% of all samples will be analyzed by the point count method. The data will be tabulated and conclusions will be drawn regarding similar materials found in the building. This information will serve as a basis for the preparation of survey drawings.

During the asbestos survey, URS inspectors will conduct an inventory of environmentally regulated wastes, that if left unattended, are a potential problem during demolition or continued disuse of the building. It is anticipated that this effort will include mobile, containerized wastes, and stationary fixtures such as light tubes and ballasts, liquid filled transformers and capacitors, mercury containing items, hydraulic equipment, batteries used for emergency lighting units and any residual chemicals found in the heating/cooling/drainage systems of the building.

The inventory of these items will be tabulated and inventoried during the asbestos survey. No sampling or analysis is planned for the identified items.

#### **Survey Drawing Preparation and Reporting**

An asbestos survey report will be generated that will summarize data for the building. The report will involve the compilation of investigative and analytical data generated during the surveys and will include the following information:

- The types, location, quantity and condition of identified ACBMs.
- Floor plan drawings of the building depicting the location of asbestos samples.
- Data tables indicating sample numbers, quantity estimations, and percentage of asbestos
- An inventory of regulated materials

The drawings will be accompanied by a report that details the activities conducted, the location, condition and accessibility of documented ACBMs and actual laboratory results. The drawings and report will serve as a basis for any additional work including the future preparation of abatement specifications.

One hardcopy and two complete electronic CD copies (with appendices, in Adobe portable document format) of the report will be submitted to the County.

#### **SCHEDULE**

URS is prepared to begin the Pre-Demolition Asbestos Survey activities upon receipt of written authorization to proceed. The project time period will be provided in the County contract.

#### **COSTS**

Compensation for the stated Scope of Work will be on a time and materials basis with a not to exceed budget of ***Ten Thousand Four Hundred Thirty (\$10,430.00) Dollars***, as detailed in **Table 1** below. Labor will be charged on a time and materials basis at the rates shown in Table 1. Subcontractor costs will include a 3% markup. Expenses will be billed at cost, with no markup. Laboratory costs are based on standard (15 business day) turnaround time.

## **EXHIBIT D**

### **GENERAL TERMS AND CONDITIONS**

#### **I. Fees for Professional Services**

The fees for professional services will include all amounts as specified in the February 14, 2013 dated proposal for all employees/subcontractors listed on said proposal. 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 \$10,430.00 for the scope of services set forth by URS Corporation in the February 14, 2013 document "Pre-Demolition Asbestos Survey, 6218-6220 St. Clair Avenue-Cleveland, Ohio" submitted by URS Corporation 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:** "URS Corporation P.O. Box 116183 Atlanta, GA 30368-6183". Additional support documentation, if requested by the County shall be furnished at an additional administrative charge as required to compile the documentation.

#### **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
Professional Errors and Omissions Liability Insurance	\$ 2 million
Automobile Liability Insurance	\$ 1 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.



## **EXHIBIT E**

**Table 1: Proposal Budget**

**TABLE 1****Proposal for Cuyahoga County Assessment Project**

<b>Project Name: Pre-Demolition Asbestos Survey</b>			
<b>Site Location: 6218-6220 St. Clair Avenue</b>			
<b>Date of Proposal: 02/14/13</b>			
<b>Task 1 - Pre-Demolition Asbestos Survey</b>			
Pre-Demolition Asbestos Survey			
Survey Drawings & Reporting			
<b>Labor Charges by Classification</b>	<b>Units</b>	<b>Rate</b>	<b>Total Cost</b>
PM & VAP Certified Professional	2	\$156	\$312.00
Tech Reviewer/Risk Assessor	2	\$137	\$274.00
Sr. Staff Engineer/Scientist	32	\$102	\$3,264.00
Asst. Staff Engineer/Scientist	24	\$65	\$1,560.00
Drafter	8	\$62	\$496.00
Admin Assistant	4	\$80	\$320.00
<b>EXPENSES</b>		<b>\$187</b>	<b>\$187</b>
<b>SUBCONTRACTORS</b>			
EA Group - Laboratory		<b>\$4,017</b>	<b>\$4,017</b>
<b>PROJECT TOTAL</b>			<b>\$10,430.00</b>

<b>DBE Percentages</b>	<b>%/Total</b>	<b>\$ Amount</b>
MBE Contractor		
WBE Contractor		