

**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 24th day of June 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 Partners Environmental Consulting Inc. ("Consultant"), an Ohio Limited Liability Corporation, with principal offices located at 31100 Solon Road, Suite G Solon, Ohio 44139 for services at the Facility (as defined below).

WITNESSETH:

WHEREAS, the County currently manages and administers an environmental assessment program, known as the 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 5101 Lakeside Avenue, Cleveland, Ohio 44114 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.

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 County 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 \$24,515.00.

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 December 21, 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 Partners Environmental Consulting INC. 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.

Partners Environmental Consulting Inc.

BY: 
Dan Brown, President

Cuyahoga County Executive
Edward FitzGerald, County Executive

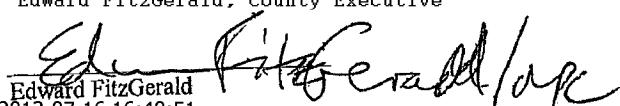
BY: 
Edward FitzGerald
2013-07-16 16:40:51

EXHIBIT A

DESCRIPTION OF FACILITY

The Interstate McBee Expansion Site (“Facility”) is located at located at 5101 Lakeside Avenue, Cleveland, Ohio 44114

The Facility is located at Parcels 104-02-007 & 104-02-008 in Cleveland, Ohio.

The Facility is bounded by Lakeside Avenue to the South.

The Facility is zoned for industrial land uses.

The two- parcel encompasses approximately 2.02acres.

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. 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



May 28, 2013

Mr. Trent Rundell
Director of Manufacturing Systems
Interstate-McBee, LLC
4901 Lakeside Avenue
Cleveland, Ohio 44114

**RE: Proposal for a Limited Phase II Investigation
Vacant Lot
5101 Lakeside Avenue
Cleveland, Cuyahoga County, Ohio**

Dear Mr. Rundell:

Partners Environmental Consulting, Inc. (Partners) is pleased to submit this proposal to Interstate-McBee, LLC. (User/Client) to conduct a Limited Phase II Investigation at the above referenced site located in the City of Cleveland, Cuyahoga County, Ohio (Property). The purpose for the investigation is to provide the Client an understanding of the current environmental conditions from former activities that were conducted on and in the vicinity of the Property.

Partners prepared a Draft Voluntary Action Program (VAP) Phase I Property Assessment (Phase I) for the Property, dated May 22, 2013 and the findings in our Phase I form the basis for this proposed scope of work. Although a VAP Phase I Property Assessment was conducted at the Property, our Limited Phase II Investigation will be conducted in accordance with standard industry practices as a cost savings measure as a VAP compliant Phase II can typically cost two (2) to three (3) times as much and may not be warranted based on what we know at this time. While the Phase II will not be completely VAP compliant, all soil and groundwater samples will be submitted for analytical testing to an Ohio Environmental Protection Agency (Ohio EPA) VAP Certified Laboratory (CL) so that the data will be useful in the future if the Property enters the VAP.

BACKGROUND

The Property encompasses approximately 1.97 acres of land and is located in an area primarily developed for industrial and commercial use. The Property is currently an asphalt-paved parking lot sparsely utilized by the east adjoining site, Osmic Incorporated, a structure steel manufacturing facility.

Historical records indicate that the Property was first developed with a rolling mill associated with the east adjoining site between 1896 and 1912. Major additions were constructed in 1912 and 1921 to expand the building for multi-tenant commercial/industrial use. Historic operations conducted on the Property included metal stamping, painting, lacquering, cotton batting insulation manufacturing, machine shops, and auto repair. Primary tenants occupying the Property consisted of Metal Fabrication Corporation (1936-1961), Ohio Window Glass Company (1938-1959), Forsberg Company (1941-1961), and Ohio Stamping (1958-1962). All operations ceased in 1962 when the Property was purchased by United Parcel Service. The structure was demolished in 1962 and the Property was redeveloped as a parking lot, as it is today.

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Based on the Phase I, seven (7) Identified Areas (IA) were determined at the Property. However, IA-4, the trailer with the radio active placard, will not be assessed at this time. According to Osmic, the trailer is not labeled correctly and it does not contain radioactive material. Partners recommends the trailer be removed prior to the Client taking ownership of the Property. The following six (6) IAs will be addressed in the Limited Phase II Investigation Proposal:

IA-1 – Historic Industrial Operations

Based on a review of historical resources, the Property was first developed with a rolling mill associated with the east adjoining site between 1896 and 1912. Major additions were made to the existing building between 1912 and 1921 for multi-tenant industrial use. Historic operations conducted on the Property included metal stamping, painting, lacquering, cotton batting insulation manufacturing, machine shops, and auto repair. All operations ceased in 1962 when the Property was purchased by UPS. The structure was demolished in 1962 and the Property was redeveloped as a parking lot, as it appears today.

IA-2 – Southern Underground Storage Tank (UST)

Based on a review of historical resources, a Underground Storage Tank (UST) (identified as gasoline tank) was located near the southwestern Property boundary. The UST was installed on the Property in 1927. There is no documentation regarding the closure or removal of the UST. In 1998, Nozzle New conducted a search, but was unable to locate the UST or evidence of a UST. There is insufficient supporting documentation regarding Nozzle New's search. It is possible that the UST remains on the Property.

IA-3 – Northern UST

Based on a review of historical resources, a UST was located near the north-central portion of the Property. Though the UST is identified as a "gasoline tank" in Sanborn maps, CDBH records indicate this UST was used for oil storage and installed in 1930. There is no documentation regarding the closure or removal of the UST. In 1998, Nozzle New conducted a search, but was unable to locate the UST or evidence of a UST. There is insufficient supporting documentation regarding Nozzle New's search. It is possible that the UST remains on the Property.

IA-5 – Railroad Ballast and Spur

Partners observed piles of gravel and soil on the northern portion of the Property north of the chain link fence. The gravel appeared to be ballast from the railroad bed adjoining the Property to the north. It is possible that the material was placed on the Property during maintenance or removal of railroad tracks from the railroad right-of-way. In addition, a portion of a railroad spur servicing the east adjoining site historically crossed the northeastern portion of the Property. Based on Partners' experience, oils, pesticides and/or herbicides may have been applied along railroad rights-of-way and spurs and the potential for spills/releases of hazardous substances or petroleum products during the loading/unloading process may have adversely impacted the Property.

IA-6 – Site-Wide Fill Material

Based on of CFPB records, a Phase I ESA pertaining to the Property was completed by Solar Testing Laboratories, Inc. in 1995. According to the conclusions of the limited report, a geotechnical survey of the Property found three (3) to eight (8) feet of unspecified fill material on the Property. According to the USDA Natural Resources Conservation Service Web Soil Survey, the Property is underlain with Urban Land. Urban land is areas where more than about 80 percent of the surface is covered by asphalt, concrete, buildings, or other manmade surfaces. Included in mapping are large areas that are mostly miscellaneous materials placed in fills and almost totally covered with roads, buildings, and other structures.

IA-7 – Groundwater Due to Off-site Former Gasoline Filling Operations, Auto Repair, Machine Shops, Metal Fabricating, and Chemical Manufacturing

The sites surrounding the Property have been industrially developed since the late 1890s. Generally, steel manufacturing and processing was located south, southeast, and east of the Property; fuel USTs were located south, southwest, and west of the Property; and various chemical manufacturing entities were located southwest of the Property. In addition, motor freight and trucking facilities were located south and west of the Property. The inferred direction of groundwater flow at the Property is to the northwest; however, subsurface investigations

May 28, 2013

conducted on the south adjoining site found groundwater flow to be to the north. A Site Assessment performed by BHE on this site indicated that chlorinated solvents were migrating northward onto the south adjoining site from offsite upgradient sites. In addition, benzene was found to exceed the BUSTR action level for groundwater ingestion pathway. The south adjoining site was issued an NFA based on the presence of a USD encompassing the Property and surrounding area.

The scope of work to address the IAs described above is presented in the following sections.

SCOPE OF WORK

Limited Phase II Investigation

OUPS and OGPUPS Notification and Access

Partners will contact the Ohio Utility Protection Service (OUPS) and the Ohio Oil and Gas Producers Underground Protection Service (OGPUPS) at least 48 hours before initiating field activities. Marking or showing Partners the location of on-site utilities, which are not part of the OUPS/OGPUPS locate, is the responsibility of the Client.

Partners requests that the Client, or their representative, meet us on-site to help identify acceptable boring locations that will not impact underground utilities on the Property. Partners cannot be held liable for damage to unmarked utilities encountered during activities conducted as part of this investigation.

Our proposal assumes that the Client will provide unlimited access to the Property to conduct our field activities. Although Partners will make a reasonable attempt to restore penetrations on the Property with like materials, some unavoidable damage will result from our investigation, and we cannot be held liable for these conditions.

Site-Specific Health and Safety Plan

Partners will prepare a site-specific health and safety plan (HASP) to be reviewed at the Property with all subcontractors prior to initiating field activities.

Geoprobe™ Soil Borings and Analysis

Partners will install soil borings using direct-push technology (i.e., Geoprobe™ or equivalent). Thirteen borings completed using direct push technology will be sampled to varying depths ranging from 15 to 20 feet below ground surface (bgs), probe refusal, or to five (5) feet below groundwater. Soil boring locations will be located as follows:

- Nine (9) soil borings in IA-1,
- One (1) soil boring in IA-2,
- Two (2) soil borings in IA-3, and
- Two (2) soil borings in IA-5.

The proposed soil borings in IA-1, IA-2, IA-3, and IA-5 will also provide coverage for IA-6. IA-7 will be assessed by installing permanent groundwater monitoring wells, which are further discussed in the next section.

Soil samples will be collected from the ground surface continuously to the terminal depth of each boring. The four (4)-foot soil samples recovered by the Geoprobe™ will be logged by an environmental scientist following the Unified Soil Classification System (USCS). The soil samples will be screened for the presence of organic vapors with a photoionization detector (PID). Each sample will be split into two (2) fractions for field screening and possible laboratory analysis. The field-screening portion will be placed in a re-sealable plastic bag. After an equilibration period, these samples will be screened for organic vapors using a PID. The laboratory portion of each sample will be placed in a pre-cleaned glass sample jar, capped with a Teflon® lined lid, labeled and stored in a cooler with ice for preservation until delivery to the laboratory.

Soil cuttings will be returned to the completed borings. Excess soil cuttings (if any) will be placed in drums and temporarily staged on-site pending waste characterization activities.

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Select soil samples will be submitted to the laboratory based on visual observations, odors, the specific area being assessed, and/or PID readings. Soil samples will be submitted for laboratory analyses of some or all of the following parameters:

- Volatile Organic Compounds (VOCs) by USEPA Method 8260 (13 samples),
- Polynuclear Aromatic Hydrocarbons (PAHs) by USEPA Method 8270 (13 samples),
- RCRA 8 Metals by various USEPA Methods (six [6] samples),
- Total Petroleum Hydrocarbon (TPH) (C₆-C₁₂ and/or C₁₀-C₃₄) by USEPA Method 8015 (eight [8] samples), and
- Polychlorinated Biphenyls (PCBs) by USEPA Method 8082 (three [3] samples).

Each sample will be labeled, logged on a chain of custody and placed in a cooler with ice for transport to the laboratory. Each sample will be analyzed by the laboratory on normal (seven [7] to 10 business days) turnaround.

Groundwater Monitoring Wells and Analysis

Three (3) groundwater monitoring wells will be installed using a hollow stem auger (HSA) drill rig with 4 1/4-inch inside diameter (ID) augers. The groundwater monitoring wells will be positioned to assess IA-2, IA-3 and IA-7. Groundwater monitoring wells will be installed to approximately 20 feet bgs. The permanent groundwater monitoring wells will be constructed with two (2)-inch diameter polyvinyl chloride (PVC) screen and riser pipe. The screen (10 slot) will be 10 feet long and positioned to span the groundwater interface. The annular space will be filled with sand to approximately two (2) feet above the screen slots and bentonite to the near surface. The monitoring wells will be completed at the surface with a flush-mounted steel protective casing set in a concrete pad. The wells will be developed by bailing, and then allowed to recover a minimum of 24 hours prior to purging and sampling.

Groundwater purging and sampling will be conducted using dedicated disposable bailers. The purged groundwater will be periodically monitored using a water quality meter that measures the temperature, pH, specific conductivity, oxidation-reduction potential (ORP), turbidity, and dissolved oxygen. Purge volumes, color, odor, and water quality parameters associated with each well will be noted on a Groundwater Sampling Log.

The bailers will be lowered slowly into the water column and the samples will be collected using the bottom draining sampling valve. The groundwater samples will be transferred from the bailer directly into laboratory supplied sample containers.

Each sample will be labeled, logged on a chain of custody and placed in a cooler with ice for transport to the laboratory. If a monitoring well purges dry, a groundwater sample will be collected for analyses after the well recovers for a sufficient volume to permit the groundwater sample to be collected.

Groundwater from the three (3) monitoring wells will be collected and submitted for laboratory analyses of the following parameters:

- VOCs by USEPA Method 8260, and
- PAHs by USEPA Method 8270.

Each sample will be analyzed by the laboratory on normal (seven [7] to 10 business days) turnaround.

Investigative Derived Waste

All investigation derived waste (IDW) (i.e., field screened soil, excess soil cuttings, purge and decontamination water) generated during soil and groundwater sampling activities will be containerized in Department of Transportation (DOT)-approved 55-gallon drums. It is anticipated that up to four (4) drums of IDW will be generated during this assessment. Drum(s) will be properly labeled and temporarily staged in an area designated by the Client. The wastes will be characterized for proper disposal based on the data collected during this investigation. Additional characterization (if warranted) is outside the scope of this proposal. Additionally, our proposal is based on all waste being characterized as non-hazardous material, and being able to be contained in no more than four (4) 55-gallon drums.

May 28, 2013

Comparison Standards and Development of Soil Vapor Screening Levels

Because metals are naturally occurring in soil, results of the soil testing for metals will be compared to the background value established by the Ohio EPA document titled *Evaluation of Background Metal Soil Concentrations in Cuyahoga County – Cleveland Area* and dated March 2013.

The results of soil testing for all COCs will be compared to generic numeric direct contract standards established by the Ohio EPA Voluntary Action Program (VAP) and described in Ohio Administrative Code (OAC) 3745-300-08. The Property is not presently a VAP site; however, the comparisons are considered sufficient for an initial discussion of site conditions.

VAP Generic Direct Contact Soil Standards (GDCS) for the Commercial/Industrial Land Use Category and Construction and Excavation Activities are cited for comparison to evaluate the results of soil analyses. Constituents for which no GDCS have been derived were compared to the Ohio EPA VAP Chemical Information Database and Applicable Regulatory Standards (CIDARS), Supplemental Criteria.

While the VAP GDCS are useful, they do not account for vapor to indoor air exposure, which could cause a potential issue depending on testing results. For purposes of evaluating the vapor to indoor air exposure pathway, risk-based screening levels will be developed by Partners for each Chemicals of Concern for Vapor Intrusion detected in the unsaturated zone using the USEPA Johnson and Ettinger (J&E) model (2004) using bulk soil results and default input values presented in the Ohio EPA Vapor Intrusion Guidance for commercial slab-on-grade buildings. The screening levels will be presented in the data tables included with the Limited Phase II Investigation Report.

Limited Phase II Investigation Report

Partners will prepare a letter report that documents the methods employed, the findings of the investigations, and an evaluation of the analytical results relative to pertinent comparison standards. Supporting documentation will also be provided, including boring/well logs, analytical results, etc. One (1) hard copy and electronic copy of the Draft Report will be submitted to the Client approximately three (3) weeks after completing field activities. Upon receipt of comments to the draft report, Partners will finalize and submit one (1) final report to the Client.

Timing

Partners anticipates that the scope of work described herein can be completed within four (4) weeks of receiving project authorization.

Limitations

The approach and methodology for sampling described in this proposal is presented as a cost savings measure, which has certain limitations based on actual subsurface conditions. If it is determined that other methods are required due to such things as subsurface obstructions, access, etc., a revised proposal will be provided to the Client.

The Client acknowledges that the proposed scope of work and costs are preliminary and subject to change based on actual site conditions, or any information gathered during the review of records that may be approved by you and implemented prior to this Limited Phase II Investigation.

The Limited Phase II Investigation is designed to identify potential chemicals of concern (COCs) located at the Property. The results may show that further assessment is needed. Partners offers no assurances that all COCs will be identified or quantified or that the investigation will delineate the extent of contamination.

No physical subsurface investigation activities will be conducted on off-site parcels.

FEES

Partners is prepared to undertake this project for the fees described below. The fees are presented on a fixed fee (lump sum) basis.

Our proposal is valid for 30 days. The following is our cost estimate for completing the scope of work described above and based on conducting all tasks together:

Interstate-McBee, LLC
Proposal for a Limited Phase II Investigation
Vacant Lots, 5101 Lakeside Avenue
Cleveland, Cuyahoga County, Ohio

Page 6

May 28, 2013

Fixed Fees

Limited Phase II Field Activities.....	\$ 17,930
Develop Soil Vapor Screening Levels.....	\$ 2,435
Report.....	\$ 4,150
	TOTAL
	\$ 24,515 Fixed Fee

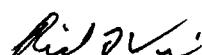
Our pricing assumes that routine (Level D) health and safety equipment will be sufficient for on site activities, and additional levels of protection will not be necessary.

Invoicing will be prepared as the project proceeds, generally on a monthly basis. Partial invoices will be provided at the completion of the field activities, and upon delivery of the draft Phase II Investigation report. Payment is due within 30 days of invoicing. Partners reserves the right to recover attorneys and other reasonable fees associated with the collection of past due balances.

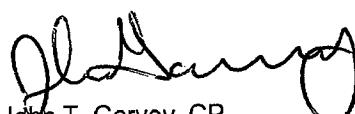
CLOSING

We appreciate this opportunity to be of service, and look forward to the successful completion of this project. If you have any questions or comments, or if we can be of any further service, please do not hesitate to contact our office.

Sincerely,
Partners Environmental Consulting, Inc.



Rick D. Vince
Project Manager



John T. Garvey, CP
Director of Brownfield and Remediation Services

AUTHORIZATION

Agreed to this _____ day of _____, 2013

Agent For: _____

Signature: _____

Name: _____

Title: _____

Soil borings locations are approximate and are subject to change based on actual site conditions

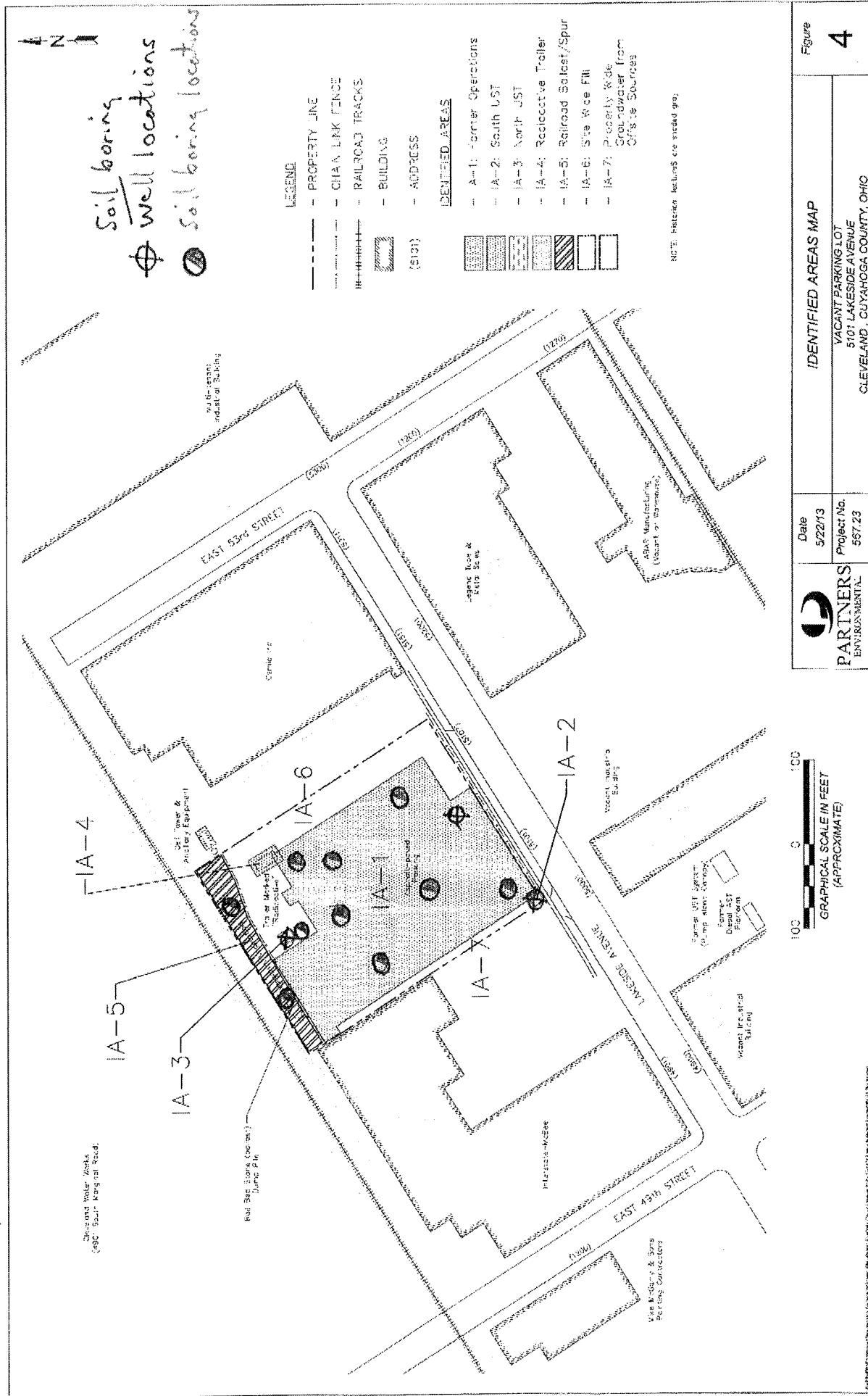


Exhibit D

GENERAL TERMS AND CONDITIONS

I. Fees for Professional Services

The fees for professional services will include all amounts as specified in the May 28, 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 **24,515.00** for the scope of services set forth by Partners Environmental Consulting Inc. in the May 28, 2013 document "Proposal for a Limited Phase II Investigation Vacant Lot 5101 Lakeside Avenue, Cleveland, Cuyahoga County, Ohio" submitted by Partners Environmental Consulting 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 on-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Payment shall be made to the Consultant, as follows: "Partners Environmental Consulting Inc. 31100 Solon Road, Suite G, Solon, Ohio 44139". 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 shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Consultants with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;

\$1,000,000 personal & advertising injury;

\$2,000,000 general aggregate;

\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Additional Insurance Coverage

Each of the following eight items is optional unless otherwise required by the terms of this specification.

Umbrella/Excess Liability Insurance with limits of liability not less than:

\$5,000,000 each occurrence

\$5,000,000 general aggregate

\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use by Consultant.

Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;

\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

The insurance policies of the Consultant required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

Thirty (30) days prior notice of cancellation or material change;

A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

These insurance provisions shall not affect or limit the liability of the Consultant stated elsewhere in this Contract or as provided by law.

The Consultant shall require any and all of its sub consultants to procure, maintain, and pay premiums for the insurance coverage and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

The County reserves the right to require insurance coverage in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

The Consultant shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverage required herein is in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Exhibit E

Rate Schedule

Additional items Need either within or attached to your proposal:

1. List of personnel who will or may be assigned to perform the services provided for in this proposal.

Name	Title	Responsibilities
Staff Member Name	Staff Title/Position	Example CP/Oversight/Mgn
John Garvey	Director of Brownfield and Remediation Services	Oversight/Project Management and Review
John Crawford	Director of Due Diligence and Land Surveying Services	Oversight/Project Management and Review
John Chapman	Technical Director	Oversight, Technical Guidance, Project Review
Gloria Eidan	Vice President	Contract Administrator
Stephan Ryder	Associate Director Due Diligence	Project Review, Field Activities
John Masterson, Al Brillinger, Rick Vince	Senior Project Manager	Project Management/Oversight/Data Review
Valerie Weir, Tom Weir	Senior Project Professional	Field Activities, Report Production/Data Review
Lindsey Polichuk	Project Coordinator	Project Coordinator, Report Review, Field Activities
Chris Butcher, James Bell, Jennifer Mester	Project Environmental Professional	Field Activities, Report Production, CAD
Linda Frank	Geologist	Field Activities, Report Production
Pam Zakrzewski, Cheryl Tynes, Elizabeth Bell	Administrative Assistant	Clerical Support
Wendy Fennel	Administrative Assistant	Accounting, Clerical Support



Cuyahoga County Department of Development

5101 Lakeside Avenue, Cleveland, Ohio

Rate Schedule

Title	Hourly Rate
Certified Professional (Ohio VAP) Professional Engineer	\$175
Director/Associate Director	\$110 - \$175
Senior Project Manager, Senior Engineer, Senior Asbestos Hazard Evaluation Specialist, Certified Industrial Hygienist, Risk Assessor	\$85 - \$150
Senior Project Professional, CHMM, Project Manager, Staff Engineer, Senior Environmental Scientist, Phase I Coordinator	\$65-85
Project Environmental Professional, Staff Environmental Professional, Asbestos Hazard Evaluation Specialist	\$55 - \$75
Senior Project Administrator, Administrative Assistant	\$40 - \$65
Environmental Technician, Interns	\$25-45
Expert Testimony	TBD

Subcontractor fees and materials beyond the proposed scope of work invoiced at cost plus 5%.

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Partners Environmental Consulting, Inc.

Corporate Office: 31100 Solon Road, Suite G • Solon, Ohio 44139 • phone: (440) 248.6005 • fax: (440) 248.6374

Proposal for Cuyahoga County Assessment Project

Project Name:	Vacant Lot		
Site Location:	5101 Lakeside Avenue; Cleveland, Ohio		
Date of Proposal:	5/30/2013		

Task #1- Limited Phase II Investigation Field Activities

Sub categories: site inspections, file reviews; Report preparation; SAP preparation; Soil Sampling; Drilling; Lab Analyses

Labor Charges by Classification	Units	Rate	Total Cost
Director	5	\$ 175.00	\$ 875.00
Senior Project Manager	2	\$ 125.00	\$ 250.00
Project Manager	21	\$ 85.00	\$ 1,785.00
Senior Project Professional	44	\$ 75.00	\$ 3,300.00
Administrative Assistant	6	\$ 55.00	\$ 330.00
EXPENSES (postage Supplies, materials etc.)		detailed (postage, supplies materials, etc)	
Truck Rental (Full day)	4	\$ 105.00	\$ 420.00
Truck Rental (1/2 day)	1	\$ 75.00	\$ 75.00
Job Supplies/Materials	1	\$515.00	\$ 515.00
Fuel	2	\$ 55.00	\$ 110.00
SUBCONTRACTORS			
Complete Waste Disposal	1	\$ 850.00	\$ 850.00
EnviroCore Limited	1	\$ 5,407.00	\$ 5,407.00
Environmental Science Corp	1	\$ 4,013.00	\$ 4,013.00
SubTotal of Task			\$ 17,930.00

Task #2- Develop Soil Vapor Screening Levels

Sub categories: site inspections, file reviews; Report preparation; SAP preparation; Soil Sampling; Drilling; Lab Analyses

Labor Charges by Classification	Units	Rate	Total Cost
Director	2	\$ 175.00	\$ 350.00
Project Manager	1	\$ 85.00	\$ 85.00
Sr. Project Environmental Professional	16	\$ 125.00	\$ 2,000.00
EXPENSES (postage Supplies, materials etc.)		detailed (postage, supplies materials, etc)	
SubTotal of Task			\$ 2,435.00

Task #3- Report

Sub categories: site inspections, file reviews; Report preparation; SAP preparation; Soil Sampling; Drilling; Lab Analyses

Labor Charges by Classification	Units	Rate	Total Cost
Director	2	\$ 175.00	\$ 350.00
Project Manager	6	\$ 85.00	\$ 510.00
Senior Project Professional	34	\$ 75.00	\$ 2,550.00
Environmental Professional (CADD)	8	\$ 65.00	\$ 520.00
Administrative Assistant	4	\$ 55.00	\$ 220.00
EXPENSES (postage Supplies, materials etc.)		detailed (postage, supplies materials, etc)	
SubTotal of Task			\$ 4,150.00
PROJECT TOTAL			\$ 24,515.00

DBE Percentages	%/Total	\$ Amount
MBE Contractor	0%	\$ -
WBE Contractor	0%	\$ -