

**AGREEMENT
BETWEEN
CUYAHOGA COUNTY, OHIO
AND
URS CORPORATION
FOR
ENVIRONMENTAL SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into this 28th day of October 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"), and URS CORPORATION ("Consultant"), a Nevada Corporation with principal offices located at 1375 Euclid Avenue, Suite 600, Cleveland, Ohio 44115.

W I T N E S S E T H:

WHEREAS, the County currently manages and administers an environmental 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, including all subsequent amendments thereto and all regulations promulgated thereunder); and

WHEREAS, in order to accomplish its responsibilities 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 engage consultants for purposes of conducting the Services (as defined below) with respect to the real property located at 1407 East 40th Street, 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

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. Scope of Services.

A. The Consultant agrees 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.

B. Consultant shall perform the Services in accordance with the terms of this Agreement, the Requested Services, the Proposal, and the General Terms and Conditions, attached and incorporated herein as Exhibits B, C and D, respectively. Consultant acknowledges that Phase II service will commence ONLY upon approval of the SAP work plan by the County, 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. The terms and conditions in this Agreement shall prevail over any inconsistent terms in the Requested Services, General Terms and Conditions or the Proposal. Should any conflict exist between the Proposal and the Requested Services, the Requested Services shall govern.

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. 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 \$ 6,500.00.

B. Compensation for Phase II Services, if any, shall be documented in accordance with paragraph 1 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.

4. Term and Time of Performance.

A. The term of this Agreement shall begin on the Effective Date and shall expire, unless sooner terminated under the terms of this Agreement or extended by a written Amendment to this Agreement, on April 26, 2014.

B. 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 5, below.

5. **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.

6. **Intellectual Property Rights.** All reports, documents, drawings, drafts, notes and /or other deliverables produced in response to this Agreement will be the sole property of Cuyahoga County and shall be delivered to the Cuyahoga County at the conclusion of the project. Consultant agrees that any and all works of authorship created or products developed by Consultant under this Agreement, either individually or jointly with others, in the course of the rendition of the services contemplated herein, shall be the exclusive property of Cuyahoga County.

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 for convenience 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. 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.

Consultant acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract or any other contract or agreement between Consultant and the County may be interpreted to obligate the County to indemnify or defend Consultant or any other party.

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 shall be valid only when executed by the parties in a written instrument with the same formality as this Agreement. Any consents, approvals or instructions which may be required of the County under this Agreement may be given only by the County Development Director or the Deputy Development Director. All other notices or other communications required or permitted hereunder may be given by an authorized representative of the County.

15. **Confidentiality & Public Records.** 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.

Notwithstanding the foregoing, Consultant acknowledges that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

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 7. 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 Agreement, 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

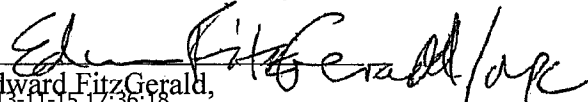
BY: 
Edward FitzGerald,
2013-11-15 17:36:18
County Executive

EXHIBIT A

DESCRIPTION OF FACILITY

The Artist Pocket Neighborhood Site ("Facility") is located at located at 1407 East 40th Street, Cleveland, Ohio 44013.

The Facility is located at Parcel 104-07-041 in Cleveland, Cuyahoga County, Ohio.

The Facility is bounded by St. Clair Avenue to the North, East 41st to the East, and East 40th Street to the West.

This Vacant Parcel Facility is zoned for Industry Light land uses.

The one parcel encompasses approximately 0.8 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. ☒ Limited Phase II Property Assessment performed 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



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

September 23, 2013

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

Re: ASTM Phase I Environmental Site Assessment and Limited Phase II Assessment Proposal
Artist Pocket Neighborhood, 1407 East 40th Street, Cleveland, Ohio

Dear Ms. Bayne:

In accordance with your request, I am sending you the enclosed proposal to conduct a Phase I and Limited Phase II Environmental Site Assessment (ESA) at the above referenced property. The Phase I will be completed according to American Society for Testing and Materials (ASTM) 1527-05 standards, which conform to the EPA All Appropriate Inquiry (AAI) rule. Our proposal also includes limited Phase II soil sampling at the referenced property.

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

A handwritten signature in black ink, appearing to read "Michael J. McKim".

Michael J. McKim, PG, CP
Senior Environmental Manager

Enclosure

ATTACHMENT A
SCOPE OF SERVICES FOR
PHASE I ENVIRONMENTAL SITE ASSESSMENT
ASTM E-1527.05 STANDARD: "ALL APROPRIATE INQUIRY"
Artist Pocket Neighborhood, 1407 East 40th Street
Cleveland, Ohio 44113

September 23, 2013

PURPOSE

Our Scope of Work will involve working with the Cuyahoga County Department of Development to complete a Phase I Environmental Site Assessment and a Limited Phase II Investigation for the Artist Pocket Neighborhood ("the Property"), located at 1407 East 40th Street in Cleveland, Ohio. The Property is approximately 1.06 acres in size and is situated on permanent parcel number (PPN) 104-07-041.

Our proposed work scope includes the following tasks:

- Task 1 – Phase I Environmental Site Assessment
- Task 2 – Limited Phase II Investigation

SCOPE OF SERVICES

Task 1 – Phase I Environmental Site Assessment

URS will perform a preliminary environmental assessment of the Facility which is designed to assess the existence and nature of those conditions associated with the Facility which, in the judgment of the URS, reasonably exercised, violate or could give rise to liability or responsibility, or which may require remediation or response under environmental laws, including the identification of hazardous substances in the soil, groundwater or air on, over, above, or below the Facility, or any adjacent property ("adjacent property") in the vicinity of the Facility where there has been a release or suspected release of hazardous substances. URS will attempt to determine the nature and extent of the use, storage or disposal of any hazardous substances on, under or about the Facility and any adjacent property and whether any hazardous substances have migrated to or from the Facility. For these purposes, URS will perform the preliminary environmental assessment of the Facility in accordance with 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 under 40 C.F.R. Part 312.

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

- A. A review of all historical documents, records or other sources and information associated with the Facility and any adjacent property, including without limitation, chain of title documents, aerial photographs, building department records, land

use records, plans, maps, surveys, historical city directories, insurance maps, and all reports, studies or any other information or correspondence relevant to the Facility which is readily available or reasonably obtainable by URS, or is provided to URS by the County, but in all events for a period of time at least as far back in the history of the Facility as it can be shown that the Facility contained structures or from the time the Facility was first used for residential, agricultural, commercial, industrial, or governmental purposes.

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

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

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

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

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

shall identify all areas that URS suspects contain hazardous substances. Physical limitations to the site inspection must be noted in URS's report.

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

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

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

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

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

reported or assumed in the applications for or granting of such permits or licenses have materially changed.

Site Inspection

URS will conduct a reconnaissance of readily accessible areas of the property to evaluate potential sources of contamination. Reasonable attempts will be made to access all portions of the property. Site activities will be observed and evaluated for their potential to release hazardous materials.

To the extent that the following items are visually and/or physically observed on the site visit, or identified in the interviews or records review, they shall be identified in the report. The site inspection will include visual confirmation of the following:

- The use, storage, or disposal of toxic or hazardous materials;
- Waste handling units such as ponds, sumps, ditches, drains, landfills, waste piles, burn pits, incinerators, septic tanks, leach fields, and treatment tanks;
- Visible water or soil contamination, such as on-site spills, oily sheens, leachate seeps, distressed vegetation, fish kills, odors, and topographic anomalies (i.e., depressions or mounds);
- Hydraulic equipment such as elevators, dock lifters, and vehicle lifts;
- Locations of existing and former utilities such as drainage fields, heating oil tanks, electrical power, natural gas, septic systems, cesspools, drywells;
- Waste storage units such as containers, aboveground storage tanks, or evidence of underground storage tanks; and
- Dielectric fluid-containing electrical devices such as transformers, capacitors, and other electrical devices.

The current uses of the property and immediately surrounding properties will be confirmed. To the extent that past uses of properties are visually and/or physically observed on the site visit or are identified in the interviews or records review, they shall be identified in the report.

Interviews

Local authorities such as the local fire department, utility companies, zoning department and the building inspections department will be contacted as appropriate and necessary to further define potential hazards to the subject property.

Environmental Incident and Regulatory Agency Review

This task will involve an identification of incidents of environmental contamination or regulatory enforcement and non-compliance at the property. URS will obtain environmental incident and

regulatory information from a commercial database provider and search all available databases to conform to the radii specified in ASTM. Follow up calls or letters to state and federal regulatory agencies will help clarify the status of sites listed in the database that may be considered recognized environmental conditions, if needed.

The regulatory agency review does not include file reviews at offices of regulatory agencies. If it is determined that such a review is necessary then URS will notify the client and a modification of project fee may be necessary.

Review of Historical Information Sources

This task will include an evaluation of past uses, owners, or activities in an effort to identify any past operations likely to have generated, stored, or disposed of hazardous wastes or materials on or adjacent to, the property. URS will obtain historic information from records and sources that are readily available and, practically reviewable, as defined in the ASTM practice. Our cost estimate is based on using the following sources of historical site use information:

- Interviews with a knowledgeable site representative (owner or occupant) to review known historical and current use issues;
- Historic fire insurance maps;
- Historic aerial photographs;
- Historic USGS topographic maps; and
- URS will conduct a search of environmental liens in the property title for historical information.

Physical Setting

The topographic conditions of the Property will be noted visually during the site inspection and through the use of readily available reference materials, such as:

- Geologic, hydrogeologic, and topographic information obtained pursuant to the Environmental Incident and Regulatory Agency Review and interviews;
- The current USGS 7.5 Minute Topographical Map;
- 100-year flood area designated as "Special Flood Hazard Areas Inundated by 100-Year Flood" by FEMA;
- Readily available soil maps;
- Readily available Bedrock and Surficial Geology maps;
- Readily available Groundwater Maps; and
- Readily available Geotechnical and Construction Records.

Report Preparation

URS will prepare a report, including a summary of the Phase I findings and a judgmental conclusion for the property. The Phase I report will document the methodology utilized in the preparation of the report, the past and present land uses, and their relationships to possible contaminants. At a minimum, the report will include the following information:

- A description of the potential for site contamination based on historic research and regulatory information;
- A description of current site conditions encountered with emphasis on observed or suspected areas or sources of contamination;
- A description of adjacent properties and potential off-site sources of contamination; and
- Recommendations, if appropriate, for additional efforts needed to determine the presence or absence of contamination.

We have assumed the required boundary survey and legal description will be provided to URS by the Owner. If necessary, URS could subcontract these activities under an additional scope of services. One hardcopy and two complete electronic CD copies (with appendices, in Adobe portable document format) of the report will be submitted to the County.

Limitations

The Phase I Scope of Services proposed will be limited to visual observations of Site conditions on the day inspected; review of readily available and relevant data; and, statements made and information provided by the City, their agents, outside parties, and regulatory agencies. URS will exercise due and customary care in the conduct of its assessment but will not independently verify information provided by others. Therefore, URS will assume no liability for any loss resulting from errors or omissions arising from the use of inaccurate/incomplete information or misrepresentations made by others.

Task 2 - Limited Phase II Property Assessment

URS will complete the Limited Phase II scope of work at the time of the Phase I site visit. Based on our current limited knowledge of the Property, URS proposes collecting up to five shallow (0 to 2-foot) soil samples across the Property. The samples will be collected using either a hand auger or shovel. Each sample will be submitted for lab analysis. The analyses will consist of polynuclear aromatic hydrocarbons and RCRA metals. No groundwater or vapor sampling is included in this work scope.

The data collected will be provided in a letter report of findings. The report will include summary tables that include a comparison of concentrations to the Ohio VAP generic direct-contact standards for residential land use, commercial/industrial land use, and

construction/excavation worker exposure. A hand sketch of the sample locations will be provided.

SCHEDULE

URS is prepared to begin the Phase I and Limited Phase II activities upon receipt of written authorization to proceed. The project time period will be provided in the County contract.

This schedule assumes receipt of information to be provided by the applicant to the County, as outlined in Attachment B, prior to or during the site visit.

COSTS

Compensation for the stated Scope of Work will be on a time and materials basis with a not to exceed budget of *Six Thousand Five Hundred (\$6,500.00) Dollars*, as detailed in **Table 1** below. Labor will be charged on a time and materials basis at the rates shown in Table 1. Expenses will be billed at cost, with no markup.

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

Project Name: Phase I Environmental Site Assessment and Limited Phase II			
Site Location: 1407 East 40th Street, Cleveland, Ohio			
Date of Proposal: 09/23/13			
Task 1 - Phase I Environmental Site Assessment			
Site Reconnaissance			
Regulatory Agency Review			
Historical Information Review			
Report Preparation			
Task 2 - Limited Phase II Assessment			
Soil Sampling			
Data Review/Reporting			
Labor Charges by Classification	Units	Rate	Total Cost
PM & VAP Certified Professional	4	\$145	\$580.00
Tech Reviewer/Risk Assessor	4	\$95	\$380.00
Sr. Staff Engineer/Scientist	44	\$68	\$2,992.00
Asst. Staff Engineer/Scientist	8	\$58	\$464.00
Drafter	6	\$65	\$390.00
Admin Assistant	2	\$76	\$152.00
EXPENSES		\$717	\$717
SUBCONTRACTORS			
Belmont Labs		\$825	\$825
PROJECT TOTAL			\$6,500.00

DBE Percentages	%/Total	\$ Amount
MBE Contractor	12.65%	825
WBE Contractor		

Exhibit D

GENERAL TERMS AND CONDITIONS

I. Fees for Professional Services

The fees for professional services will include all amounts as specified in the September 23, 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 \$ **6,500.00** for the scope of services set forth by URS Corporation in the September 23, 2013 document titled "ASTM Phase I Environmental Site Assessment and Limited Phase II Assessment Proposal Artist Pocket Neighborhood, 1407 East 40th Street, 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, contractor's pollution legal liability and Umbrella/Excess 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
Umbrella/Excess 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. The Consultant shall require any and all of its subcontractors 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.