

**AGREEMENT
BETWEEN
CUYAHOGA COUNTY, OHIO
AND
Pandey Environmental LLC
FOR
ENVIRONMENTAL SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into this 4th day of November 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 Pandey Environmental LLC ("Consultant"), a Limited Liability Corporation with principal offices located at 4100 Horizons Drive, Suite 205, Columbus, Ohio.

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 5850 Ridge Road, Parma Ohio 44129 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, and C, 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 \$7,300.00.

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 May 3, 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 Pandey Environmental LLC 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.

Pandey Environmental LLC

BY: _____
Atul Pandey

Cuyahoga County Executive
Cuyahoga County Executive
BY: Edward Fitzgerald/ap
Edward Fitzgerald
2013-11-06 16:21:43

EXHIBIT A

DESCRIPTION OF FACILITY

The Former CCPL Ridge-Snow Branch at 5850 Ridge Road Site ("Facility") is located at 5850 Ridge Road, Parma, Ohio.

The Facility is located on Parcel 449-04-021 in Parma, Ohio.

The Facility is bounded by Ridge Road Properties to the North, and East, Bertha Avenue Properties to the West and South.

The Facility consists of a zoned public facility.

The one- parcel encompasses approximately 0.5 acres.

EXHIBIT B

REQUESTED SERVICES LIST

1. Phase I Property Assessment(s) as:
(X) 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;
() Ohio EPA Voluntary Action Program Phase I Property Assessment in accordance with Ohio Revised Code § 3746.04 (B)(3) and Ohio Administrative Code §3745-300-06, including a VAP Eligibility Analysis in accordance with Ohio Administrative Code §3745-300-02; provided however, such preliminary assessment of the Facility shall meet and be performed in accordance with the criteria and requirements set forth in Title II, Subtitle A, Section 223 (2) (B) of the Act [42 U.S.C. 9601 (35)] or any current or proposed regulations promulgated thereunder.
2. ___ Regulatory File Review, as requested.
3. ___ Ohio EPA Voluntary Action Program Phase II Property Assessment under O.R.C. 3746.04 (B)(4) and AS MORE CLEARLY DESCRIBED IN ATTACHED PROPOSAL (Exhibit C).
4. ___ Site-specific Sampling and Analysis Plan meeting the requirements set forth in the generic Quality Assurance Project Plan, and under O.R.C. 3746.04(B)(4) and O.A.C. 3745-300-07 for VAP; and under 40 C.F.R. 31.45, and EPA DQO and QA/QC Guidance Documents for Non-VAP
5. ___ Bureau of Underground Storage Tank Regulations Closure Assessment and/or 3-Tier Evaluation under O.A.C. 1301:7-19-12 and -13
6. X Asbestos Inspection 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

PANDEY

ENVIRONMENTAL, LLC

Via E-Mail Only

October 3, 2013

Janise Bayne, MBA
Program Manager: Brownfield Assessment Grants
Cuyahoga County Department of Development
Reserve Square
1701 East 12th Street, 1st Floor
Cleveland, Ohio 44114

Re: ASTM Phase I and Asbestos Inspection Proposal – 5850 Ridge Road; Parma, Ohio

Dear Ms. Bayne:

PANDEY Environmental, LLC is pleased to present this proposal to complete an ASTM Phase I Environmental Site Assessment for 5850 Ridge Road in Parma, Ohio. This property is approximately 0.5 acres in size and contains an approximately 10,000 square foot building that previously served as a public library. The Phase I assessment will be completed in accordance with ASTM E1527-05 standards. The ASTM E1527-05 standard is also inclusive of the Federal All Appropriate Inquiry (AAI) standard.

The Scope of Work for the Phase I Assessment is as follows:

- Conduct a visual reconnaissance of the subject property and cursory observation of adjoining parcels to visually ascertain the risk or likelihood of environmental contamination of the site soils or groundwater. The reconnaissance also includes visual observations and inquiries with site personnel to evaluate whether Underground Storage Tanks (USTs), Aboveground Storage Tanks (ASTs) and transformers containing Polychlorinated Biphenyls (PCBs) exist or existed on the subject property.
- Conduct a review of available geologic and hydrogeologic information for the subject property and its immediate vicinity.
- Conduct a site history review, including review of current and historical USGS Topographical maps, historical aerial photographs, property tax information from the County Auditor's office, available Sanborn Fire Insurance Maps, and performing interviews.
- Conduct a review of reasonably ascertainable local, state, and federal databases for sites of known and suspected environmental contamination. This includes a review of databases associated with registered USTs, Leaking Underground Storage Tanks (LUST) sites, Resource Conservation and Recovery Information System (RCRIS), National Priority Lists (NPL) sites, Comprehensive Environmental Response Compensation and Liability System (CERCLIS) sites, No Further Remedial Action Plan (NFRAP) sites, Solid Waste Facilities, Emergency Response Notification System (ERNS) sites, and Ohio Spills sites. Search radii will meet or exceed the approximate minimum search distances presented in Section 8.2.1 of ASTM E1527-05 and OAC 3745-300-05.
- Review previous environmental assessments for the property, as provided by the client.

- Prepare a summary Phase I report documenting our assessment, our assessment findings, an evaluation of the risk for environmental contamination and identification recognized environmental concerns (RECs) for ASTM E1527-05, if any, at the subject property. Recommendations regarding further action at the subject property, if any, may also be included. One electronic copy (CD-ROM) and one hard copy will be provided.

The following services are excluded from the scope of services performed for this Phase I ESA:

- Sampling and analysis of environmental media including soil, water, groundwater, waste materials, or biological pollutants
- Indoor testing for radon gas or testing for indoor air quality
- Testing for lead-based paint or lead in drinking water
- Measurement of quantities of waste, if any, at the subject property
- Compliance audit of former or existing businesses at the subject property
- Inspection or sampling of mold
- Survey of property for presence of jurisdictional wetlands
- Industrial hygiene or health and safety audit at the property.

The Scope of Work for the Asbestos Survey is as follows:

A State of Ohio Certified Asbestos Hazard Evaluation Specialist (CAHES) will visually inspect the facilities in order to identify suspect asbestos containing materials (ACM). We understand that the building is scheduled for renovation. The building inspections will include assessment of friable and non-friable building materials. Suspect ACM will be sampled for asbestos content analysis.

Suspect materials may include, but are not limited to, the following:

- Ceiling and wall plaster
- Drywall
- Ceiling tiles
- Thermal system insulation
- Fireproofing material
- Acoustic or other surfacing materials

Category I Non-Friables:

- Floor tiles and flooring will be sampled.
- Roofing materials will not be sampled due to the anticipated renovation and potential for damaging structural integrity of the roof.

SURVEY SCOPE: The survey of the referenced building(s) will be limited to the following:

- Interior building materials: Since the structure is to be renovated, minimally destructive sampling techniques may be utilized.
- Exterior materials: Exterior structural materials will be assessed during this survey; however, exterior materials will not be sampled since sampling of exterior materials (e.g. roofing, siding, etc.) may violate the integrity of the building. Exterior materials may be defined as Assumed Asbestos Containing Materials.
- Machinery: Machinery and manufacturing equipment (other than boilers and HVAC related building systems) will not be assessed or sampled under this project. Some machinery and manufacturing equipment may contain

asbestos, and Client is advised that servicing of these items may be regulated by OSHA and the Ohio Department of Health.

Samples will be analyzed at an AIHA and NIST/NVLAP accredited laboratory. Upon completion of all sampling and analytical procedures, a Project Summary Report will be prepared.

Methods

Sample Quantity: In order to verify that certain materials are non-asbestos containing, EPA and OSHA regulations require the analysis of multiple samples. A minimum of three samples will be taken for each homogenous group of thermal system insulation and surfacing materials. At least two samples will be taken for each suspect miscellaneous material, such as ceiling tiles, floor tiles, etc., based on the judgment of the inspector. We estimate up to 60 samples will be collected.

Analysis Methods: Samples of suspect materials will be analyzed for asbestos content by Polarized Light Microscopy (PLM), Method EPA 600/M-82-020. This method provides qualitative identification of asbestos fibers and relies on visual estimation by the analyst to assign a percentage of asbestos in the sample.

SURVEY REPORT

The Survey Report will provide:

1. A summary of the work performed, methods and procedures used.
2. Conclusions and recommendations.
3. Copies of supporting documentation.
4. Drawings: This fee does not include preparation of drawings, although field sketches may be provided.
5. Estimated quantities of asbestos materials and estimated abatement costs. (NOTE: Actual quantities and costs may vary from our estimates. See General Limitations, below.)

GENERAL LIMITATIONS

1. We cannot guarantee that all ACM will be identified by this survey.
2. Additional asbestos, not previously identified or quantified, are frequently encountered during renovation or demolition.
3. Actual quantities of asbestos material may vary from the estimates provided in our report due to identification of additional materials and difficulties in measuring hidden materials.
4. Prior to demolition or renovation of any structure or equipment, materials that were previously inaccessible or excluded from sampling should be sampled and analyzed.

We will complete the ASTM Phase I assessment for a fixed fee of \$4,500.00. The Asbestos Survey will be completed for a fixed fee of \$2,800.00.

The scope of work will be performed utilizing the following personnel and billing rates:

Name	Title	Responsibilities	Hourly Rate
Atul Pandey, P.E.	President / Senior Engineer	Certified Professional, Oversight and Review	\$170.00
Nate Wanner, P.G.	Project Manager	Project Management, Technical Review	\$137.00
Sally Betz	Environmental Scientist	Phase I, Reporting	\$87.50
Jason Martin	Environmental Geologist	Phase II Activities	\$87.50
Alex Harnocz	Environmental Scientist	Assessment Activities	\$87.50

Proposal for Cuyahoga County Assessment Project

Project Name:	5850 Ridge CCPL Redevelopment (Parma Lib		
Site Location:	5850 Ridge Road; Parma, Ohio		
Date of Proposal:	10/3/2013		
Task # 1 - ASTM Phase I Assessment			
Labor Charges by Classification	Units	Rate	Total Cost
Certified Professional	2	\$ 170.00	\$ 340.00
Project Manager	8	\$ 137.00	\$ 1,096.00
Environmental Geologist	0	\$ 87.50	\$ -
Environmental Scientist	28	\$ 87.50	\$ 2,450.00
EXPENSES (postage Supplies, materials etc.)	detailed (postage, supplies materials, etc)		
Mileage			\$ 163.50
Photocopying and Postage			\$ 105.50
SUBCONTRACTORS			
Historical Information Gatherers			\$ 215.00
Environmental Data Resources			\$ 130.00
SubTotal of Task #1			\$ 4,500.00
Task # 2 - Asbestos Survey			
Labor Charges by Classification	Units	Rate	Total Cost
Certified Professional	0	\$ 170.00	\$ -
Project Manager	3	\$ 137.00	\$ 411.00
Environmental Geologist	0	\$ 87.50	\$ -
Environmental Scientist	0	\$ 87.50	\$ -
EXPENSES (postage Supplies, materials etc.)	detailed (postage, supplies materials, etc)		
Mileage			\$ 163.50
Photocopying and Postage			\$ 25.50
SUBCONTRACTORS			
EA Group			\$ 2,200.00
SubTotal of Task #2			\$ 2,800.00
PROJECT TOTAL			\$ 7,300.00

DBE Percentages	%/Total	\$ Amount
MBE Contractor	65%	\$ 4,755.00
WBE Contractor	0%	\$ -

Exhibit D

GENERAL TERMS AND CONDITIONS

I. Fees for Professional Services

The fees for professional services will include all amounts as specified in the October 3, 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 \$7,300.00 for the scope of services set forth by Pandey Environmental LLC in the October 3, 2013 document titled: "ASTM Phase I and Asbestos Inspection Proposal-5850 Ridge Road; Parma, Ohio" submitted by Pandey Environmental LLC 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: "Pandey Environmental LLC 4100 Horizons Drive Suite 205 Columbus, Ohio 43220". Additional support documentation, if requested by the County shall be furnished at an additional administrative charge as required to compile the documentation.

IV. Insurance

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

Worker's Compensation	Minimum Statutory Amount
Employers' Liability Insurance	Minimum Statutory Amount
Commercial General Liability Insurance	\$ 2 million
Professional Errors and Omissions Liability Insurance	\$ 2million
Automobile Liability Insurance	\$ 1 million
Contractors Pollution Legal Liability Insurance	\$ 2 million

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