

**AGREEMENT
BETWEEN
CUYAHOGA COUNTY, OHIO
AND
HZW ENVIRONMENTAL CONSULTANTS LLC
FOR
ENVIRONMENTAL SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into this 27th day of January 2014 (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 HZW Environmental Consultants LLC ("CONSULTANT"), an Ohio, limited liability corporation with principal offices located at 6105 Heisley Road, Mentor, Ohio 44060.

WITNESSETH:

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 3100 Hamilton 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 (the "Services"), and Consultant has provided and the County has accepted a proposal to perform the Services (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, and the Proposal, 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 \$34,950.00.

B. The fees for professional services will include all amounts as specified in the December 6, 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.

C. Compensation for Phase II Services, if any, shall be documented in accordance with paragraph B 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"), attached hereto as Attachment 1, 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.

D. 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.

E. Invoices

1. 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.
2. 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: "HzW Environmental Consultants LLC 6105 Heisley Road, Mentor, Ohio 44060".

F. Reimbursable Expenses.

The sum of \$34,950.00 for the scope of services set forth by HzW Environmental Consultants LLC in the December 6, 2013 document "Proposal to Provide Professional Services at 3100 Hamilton Avenue, Cleveland, Cuyahoga County, Ohio" submitted by Name of Consultant, to the County will be the maximum amount of compensation payable to the Consultant for expenses incurred.

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 July 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 HZW Environmental Consultants 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.

- A. Consultant shall procure, maintain and pay premiums for the insurance coverage and limits of liability outlined below with respect to products, services, work and/or operations performed in connection with this Agreement:
 - a) 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.

b) 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.

c) 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.

d) 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 Section 1.3 (a)-(c).

e) 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:

\$1,000,000 per claim;
\$1,000,000 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 Agreement.

f) Pollution Legal Liability Insurance (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 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 work related to this Agreement.

B. Requirements for All Insurance Coverage

- a) The insurance policies of the Consultant required for this Agreement, 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:
 - i) Thirty (30) days prior notice of cancellation or material change;
 - ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
- b) The insurance required for this Agreement 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.
- c) These insurance provisions shall not affect or limit the liability of the Consultant stated elsewhere in this Agreement or as provided by law.
- d) 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 Agreement.
- e) 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.
- f) 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 Agreement.

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.

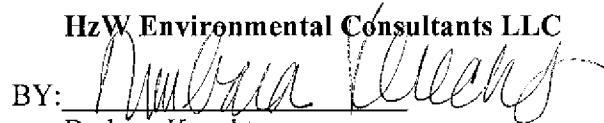
17. Applicable Ordinances: This Agreement shall be subject to all applicable County ordinances, including, but not limited to: i) the Cuyahoga County Ethics Ordinance, ii) the Cuyahoga County Inspector General Ordinance, and iii) the Cuyahoga County Board of Control, Contracting and Purchasing Ordinance (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.

HzW Environmental Consultants LLC
BY: 
Barbara Knecht

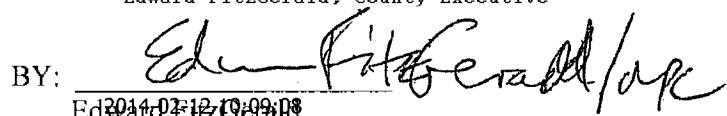
Cuyahoga County Executive
Edward FitzGerald, County Executive
BY: 
Edward FitzGerald/ak

EXHIBIT A

DESCRIPTION OF FACILITY

The East 216 Land Development Property Site (“Facility”) is located at located at 3100 Hamilton Avenue, Cleveland, Ohio 44114.

The Facility is located at parcel numbers 102-12-012, 102-12-017 & 102-12-020 in Cleveland, Ohio.

The Facility is bounded by railroad track properties to the North, East 33rd to the East, vacated East 30th Properties to the West, and St. Clair Avenue to the South.

The Facility consists of a former industrial office and warehouse building.

The Facility is zoned for office spaces and vacant land uses.

The three parcels encompass approximately 6.1 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 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



**HzW ENVIRONMENTAL
CONSULTANTS, LLC**

December 6, 2013

Northcoast Brownfield Coalition
c/o Ms. Janise Bayne
Cuyahoga County
Department of Development
Reserve Square
1701 East 12th Street, First Floor
Cleveland, Ohio 44114

Subject: Proposal to Provide Professional Services at 3100 Hamilton Avenue, Cleveland, Cuyahoga County, Ohio

Dear Ms. Bayne:

HzW Environmental Consultants, LLC (HzW) is pleased to submit for your consideration this proposal to conduct a Phase II Property Assessment at 3100 Hamilton Avenue, Cleveland, Cuyahoga County, Ohio (herein referred to as the "Property"). We propose to provide these professional services to the Northcoast Brownfield Coalition/Cuyahoga County, Department of Development, herein referred to as the "County".

BACKGROUND

During March and April 2013, HzW conducted a Phase I Environmental Site Assessment (ESA) of the Property in accordance with ASTM Designation E 1527-05. The Property was developed prior to 1886 primarily for residential and retail purposes and a rail yard with a repair shop in the northern portion. However, by 1951 the Property was utilized for various light industrial and commercial uses. The Property was occupied by State Industrial Products from 1966 until 2013 for the manufacture and warehousing of industrial cleaning products, degreasers, air fresheners and pesticides. Manufacturing activities were terminated at the Property in 2010 by State Industrial Products, which then used the Property for warehousing from 2010 through 2013.

As a result, Phase II Property Assessment activities are proposed in the following RECs identified through the Phase I ESA (all these RECs are located on PPNs 102-12-012, 102-12-017 and/or 102-12-020):

1. A 2,000-gallon UST closed in place in 1978 in the northeastern portion of the building footprint.
2. A 550-gallon UST of drain oil installed in 1962 and removed in 1972.
3. The central and eastern portion of the building located on the Property historically used as a chemical warehouse from at least 1966 through 2010 and by Leff Electric prior to that.
4. An area north of the building previously used for fire-fighting training purposes.
5. The northern portion of the Property historically used as a railroad yard and an associated rail car repair shop.

Based upon the findings of the Phase I ESA, the following scope of services was developed to provide limited further assessment of the "recognized environmental conditions" on PPNs 102-12-012, 102-12-017 and/or 102-12-020.

SCOPE OF SERVICES

Task 1 – Pre-Assessment Planning

- A. Prepare a site-specific Sampling and Analysis Plan (SAP) for soil sampling. The SAP will be prepared in accordance with HzW's Quality Assurance Project Plan dated June 2009.
- B. Prepare a site-specific health and safety plan (HASP) prior to project implementation. The HASP will be prepared in accordance with guidelines specified in 29 CFR 1910.120, will be used by all personnel involved with Limited Phase II PA activities.
- C. Mark proposed soil boring locations at the Property.
- D. Contact the local utilities protection service to provide location of known underground utilities.

Task 2 – Soil Bore Installation, Limited Phase II Property Assessment

- A. Using manual and/or hydraulic Geoprobe® direct-push drilling and sampling techniques, install the following number of soil borings on the Property to assess the areas indicated.

Proposed Areas to be Assessed	Number of Soil Borings
2,000-Gallon UST	2
Western Portion of the Building on PPN 102-12-017	10
Central and Eastern Portions of the Building	14
Fire-Fighting Training Area	4
Former Rail Yard and Rail Car Repair	8

Each soil bore will be installed to a depth of ten (10) feet, the groundwater interface, or refusal, whichever is encountered first. Soil samples will be collected at two- (2-) foot intervals from ground surface to terminal depth. The soil sample from the 0-2 foot depth horizon in each soil boring will be submitted to an independent, VAP Certified Laboratory for analysis. Subsequent depth intervals (i.e., from 2-10 feet below ground surface) will be field screened for the presence of volatile organic compounds (VOCs) using either a photo ionization detector (PID). The one (1) soil sample from the 2-10 foot depth horizon exhibiting the highest concentration of VOCs as measured on the PID or based on visual and/or olfactory observations will be submitted to an independent, VAP Certified Laboratory for analysis. Laboratory analytical parameters for each area assessed are presented below.

Area Assessed	Laboratory Analytical Parameters
2,000-Gallon UST	VOCs by EPA Method 8260 and Total Petroleum Hydrocarbons (TPH) Gasoline Range Organics (GRO) by EPA Method 8015
Western Portion of the Building on PPN 102-12-017	VOCs by EPA Method 8260
Central and Eastern Portions of the Building	VOCs by EPA Method 8260, Pesticides by EPA Method 8081 and Resource Conservation Recovery Act (RCRA) Metals by EPA Methods 6010 and 7471

Area Assessed	Laboratory Analytical Parameters
Fire-Fighting Training Area	VOCs by EPA Method 8260 and Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270
Former Rail Yard and Rail Car Repair	VOCs by EPA Method 8260, PAHs by EPA Method 8270, TPH Diesel Range Organics (DRO) by EPA Method 8015 and Selected Total Metals by EPA Method 6010.

B. Abandon all soil borings by backfilling with hydrated bentonite chips and patching with asphalt or concrete to match surrounding surfaces. The use of Geoprobe® subsurface sampling techniques will eliminate the generation of drill cuttings or other investigation-derived waste.

Task 3 – Report Preparation

A. Prepare a Limited Phase II PA report that presents the analytical data compiled as part of the investigation as well as an evaluation of the data with respect to commercial/industrial standards. This report will include a description of the site, the methods of investigation and all analytical data, as well as an evaluation of the data as it relates to applicable standards established by state or federal regulatory agencies. All analytical reports, soil boring logs and other pertinent information will be included as appendices to this report. The County will be provided with one (1) hard copy of the Limited Phase II PA report and one (1) copy in electronic format (Adobe Acrobat) on a compact disc.

It should be noted that the Limited Phase II will be conducted following Voluntary Action Program (VAP) methodologies, and using VAP Certified Laboratories, and comparing findings to VAP generic direct contact standards; however, the final report will not be considered a “full VAP Phase II”.

SCHEDULE OF COMPLETION

HzW will commence work on Tasks 1 through 3 of this project immediately upon receipt of authorization to proceed. The anticipated duration of the soil sampling work and report preparation is approximately 4-6 weeks from receipt of authorization to proceed.

INFORMATION/SERVICES PROVIDED BY THE COUNTY

The following information and services shall be provided to HzW by the County:

1. Assistance in gaining access to the Property during normal working hours, as necessary.

FEE AND BILLING

HzW will accomplish the work for a total fee not-to-exceed \$34,950.00. The hours and costs presented in Attachment 1 are the estimated hours and costs for each task. While HzW will not exceed the project total cost of \$34,950.00, the actual hours and costs incurred may be modified for the tasks. Invoices reflecting the hours incurred by HzW personnel and subcontractor costs incurred will be submitted to the County on a monthly basis. Invoices are due and payable twenty-five (25) days following receipt.

A list of all HzW personnel who will or may be assigned to perform the services presented in this proposal, which includes title, responsibilities and hourly rates, is presented below.

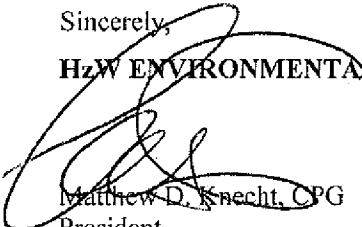
<u>Name</u>	<u>Title</u>	<u>Responsibilities</u>	<u>Hourly Rate</u>
Matt Knecht	President	Certified Professional	\$175.00/hour
Doug Wetzel	Environmental Scientist	Project Management	\$102.50/hour
Steve Sablar	Environmental Field Tech	Phase II Field Work	\$87.50/hour
Joe Harcher	Environmental Field Tech	Phase II Field Work	\$75.00/hour
Tom Fuhrman	Environmental Field Tech	Phase II Field Work	\$67.50/hour
Mike Kenney	GIS Technician	GIS Mapping	\$75.00/hour
JoMarie Sherman	Technical Editor	Report Review	\$110.00/hour

CLOSURE

We hope that this proposal is acceptable to the County. Please call us should you have any questions. We look forward to working with you on this project.

Sincerely,

HzW ENVIRONMENTAL CONSULTANTS, LLC



Matthew D. Knecht, CPG
President

MDK:DMW:dmw:ajs

Attachments: Attachment 1 – Cost Spreadsheet
Attachment 2 – Principal Owners of Firm
Attachment 3 – DBE Subcontractor Utilization Form (EPA Form 6100-4)

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ATTACHMENT 1
COST SPREADSHEET

ATTACHMENT 1

Proposal for Cuyahoga County Assessment Project

Project Name: StretchTape Phase II Property Assessment			
Site Location: 3100 Hamilton Avenue, Cleveland, Ohio			
Date of Proposal: December 6, 2013			
Task #1 - Pre-Assessment Planning			
Labor Charges by Classification	Units	Rate	Total Cost
Certified Professional	1	\$175.00	\$175.00
Project Manager	15	\$102.50	\$1,640.00
GIS Technician	7	\$75.00	\$525.00
SubTotal of Task			\$2,340.00
Task #2 - Soil Bore Installation, Limited Phase II Property Assessment			
Labor Charges by Classification	Units	Rate	Total Cost
Certified Professional	6	\$175.00	\$1,050.00
Project Manager	12	\$102.50	\$1,230.00
Environmental Technician	50	\$87.50	\$4,375.00
Environmental Technician	50	\$67.50	\$3,375.00
SUBCONTRACTORS			
GeoAnalytical Laboratories, Inc.			
VOCs by EPA Method 8260	66	\$120.00	\$7,920.00
PAHS by EPA Method 8270	24	\$115.00	\$2,760.00
TPH GRO by EPA Method 8015	4	\$60.00	\$240.00
TPH DRO by EPA Method 8015	16	\$65.00	\$1,040.00
Pesticides by EPA Method 8081	28	\$105.00	\$2,940.00
RCRA Metals by EPA Methods 6010/7471	28	\$125.00	\$3,500.00
Select Metals by EPA Method 6010	16	\$100.00	\$1,600.00
SubTotal of Task			\$30,030.00
Task #3 - Report Preparation			
Labor Charges by Classification	Units	Rate	Total Cost
Certified Professional	1	\$175.00	\$175.00
Project Manager	18	\$102.50	\$1,845.00
GIS Technician	6	\$75.00	\$450.00
Technical Editor	1	\$110.00	\$110.00
SubTotal of Task			\$2,580.00
PROJECT TOTAL			\$34,950.00

DBE Percentages	%/Total	\$ Amount
MBE Contractor		
WBE Contractor	42.80%	\$14,950.00

ATTACHMENT 2
PRINCIPAL OWNERS OF FIRM

Firm Name HzW Environmental Consultants, LLC

Principal Owner (s) Identification Sheet

Please complete the following information for all owners associated with the above named entity:

Member Name	Title	Percentage of Ownership
Barbara Knecht	CEO	37
Matthew Knecht	President	35
JoMarie Sherman	Mgr. of Quality Control	6
Joan Sablar	Senior Industrial Hygienist	6
Rebecca Florjancic	Environmental Scientist	5
Matthew Fergus	Industrial Hygiene Technician	5
Douglas Wetzel	Environmental Scientist	3
Jason McKenney	Biologist	3

ATTACHMENT 3
DBE SUBCONTRACTOR UTILIZATION FORM



Environmental
Protection Agency

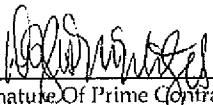
OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME 3100 Hamilton Avenue, Cleveland, Ohio		
NAME OF PRIME BIDDER/PROPOSER HzW Environmental Consultants, LLC	E-MAIL ADDRESS mknecht@hzwenv.com		
ADDRESS 6105 Heisley Road, Mentor, Ohio 44060			
TELEPHONE NO. (440) 357-1260	FAX NO. (440) 357-1510		

The following subcontractors ¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?
GeoAnalytical Laboratories, Inc. 9263 Ravenna Road, Suite A-7 Twinsburg, Ohio 44087 (330) 963-6990 aonest@geoanalytical.com	Laboratory Analytical	\$20,000	No

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).


Signature of Prime Contractor

4/26/13
Date

Douglas M. Wetzel Print Name	Environmental Scientist Title
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¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.