

**AGREEMENT
BETWEEN
CUYAHOGA COUNTY, OHIO
AND
PARTNERS ENVIRONMENTAL CONSULTING INC.
FOR
ENVIRONMENTAL SERVICES**

THIS AGREEMENT ("Agreement"), made and entered into this 14th day of April 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 Partners Environmental Consulting Inc. ("Consultant"), An Ohio Limited Liability Corporation, With principal offices located at 31100 Solon Road, Suite G Solon, Ohio 44139.

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 480 South Green, South Euclid Ohio 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 limited Phase II services will commence after effective approval date by the County. Phase I services will commence ONLY after County has issued an authorization to proceed, via electronic mail. County reserves the right, in its sole discretion, to terminate this Agreement upon completion of the initial limited Phase II 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 include Phase II environmental investigation for the Cuyahoga County Department of Development.

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 \$29,185.00.

B. The fees for professional services will include all amounts as specified in the March 13, 2014 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 Exhibit D, 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 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: "Partners Environmental Consulting".

F. Reimbursable Expenses. The sum of Amount of Proposal for the scope of services set forth by Partners Environmental Consulting INC. in the March 13, 2014 document titled: "Proposal for a Limited Phase II Investigation Former Varco Projects 480 South Green Road, South Euclid, Cuyahoga County, Ohio" submitted by Partners Environmental Consulting Inc. to the County will be the maximum amount of compensation payable to the Consultant for expenses incurred.

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 September 30, 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 Partners Environmental Consulting Inc. performing Services in Ohio, as established at the time the Services hereunder are to be performed.

9. Indemnity. The Consultant shall defend, hold harmless and indemnify the County from and against all claims, actions, suits, liabilities, damages and expenses (including attorney's fees) for personal injury (including death), property damage or other claims and liabilities arising out of, related to, or in connection with the Consultant's Services pursuant to this Agreement, including any Services performed by any subcontractor or agent of the Consultant, excepting only such claims, actions, suits, liabilities, damages and expenses arising directly out of the County's willful misconduct or gross negligence.

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.

Partners Environmental Consulting Inc.

BY: 
Dan Brown

Cuyahoga County Executive
Edward Fitzgerald, County Executive

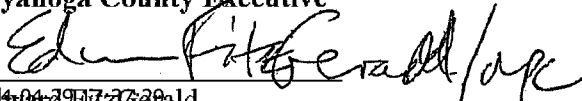
BY: 
Edward Fitzgerald

EXHIBIT A

DESCRIPTION OF FACILITY

The Former Varco Products Site ("Facility") is located 480 South Green Road in South Euclid, Ohio.

The Facility is located in South Euclid, Ohio.

At Parcel Numbers 701-13-028; 701-13-030 & 701-13-060.

The Facility is bounded by Street Name/Zoned Properties to the North, Street Name/Zoned Properties to the East, Street Name/Zoned Properties to the West, and Street Name/Zoned Properties to the South.

The Facility consists of multiple connecting buildings used for lighting manufacturing and automotive repair activities.

The Facility is zoned for manufacturing and light assembly land uses.

The three parcel site encompasses approximately 0.66 acres.

EXHIBIT B

REQUESTED SERVICES LIST

1. Phase I Property Assessment(s) as:
☒ AAI ASTM (E1527-13) "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process" meeting the requirements for "all appropriate inquiries" under the Act and any regulations promulgated thereunder, 40 C.F.R. Part 312; or
☐ Ohio EPA Voluntary Action Program Phase I Property Assessment in accordance with Ohio Revised Code § 3746.04 (B) (3) and Ohio Administrative Code §3745-300-06, including a VAP Eligibility Analysis in accordance with Ohio Administrative Code §3745-300-02; provided however, such preliminary assessment of the Facility shall meet and be performed in accordance with the criteria and requirements set forth in Title II, Subtitle A, Section 223 (2) (B) of the Act [42 U.S.C. 9601 (35)] or any current or proposed regulations promulgated thereunder.
2. ___ Regulatory File Review, as requested.
3. ☒ Ohio EPA Voluntary Action Program Phase II Property Assessment under O.R.C. 3746.04 (B) (4) and AS MORE CLEARLY DESCRIBED IN ATTACHED PROPOSAL (Exhibit C).
4. ___ Site-specific Sampling and Analysis Plan meeting the requirements set forth in the generic Quality Assurance Project Plan, and under O.R.C. 3746.04(B)(4) and O.A.C. 3745-300-07 for VAP; and under 40 C.F.R. 31.45, and EPA DQO and QA/QC Guidance Documents for Non-VAP
5. ___ Bureau of Underground Storage Tank Regulations Closure Assessment and/or 3-Tier Evaluation under O.A.C. 1301:7-19-12 and -13
6. ___ Asbestos Survey under O.R.C. 3710; O.A.C 3745-20-02 – O.A.C. 3745-20-04; 40 C.F.R. 763.86 or equivalent; 40 C.F.R. 61 subpart M
7. ___ Lead Paint Inspection (to determine the presence of lead-based paint) under O.R.C. 3742 .
8. ___ Risk Assessment and Report for Voluntary Action Program projects conducted in accordance with O.R.C. 3746 and O.A.C. 3745-300-08 (Generic) and/or O.A.C. 3745-300-09 (Site-Specific), or for leaking USTs regulated by BUSTR conducted in accordance with BUSTR's Site Feature Scoring System (Generic) or 4-Tier (Site-Specific) risk assessment documents.
9. ___ Remedial Action Plan and Operation and Maintenance Plan under O.R.C. 3746 and O.A.C. 3745300-15 for Voluntary Action Program projects, or O.A.C. 1301:7-9-13 for leaking USTs regulated by BUSTR.
10. ___ Urban Setting Designation and/or Groundwater Feasibility Study conducted in accordance with O.R.C. 3746 and O.A.C. 3745-300-10(D).

Exhibit C

Consultant's Proposal



CELEBRATING FIFTEEN YEARS OF RELIABLE COUNSEL AND UNIQUE SOLUTIONS

March 13, 2014

Mr. Frank Kuhar
Revived Housing Developers, Inc.
480 South Green, LLC
South Euclid, Ohio 44121

**RE: Proposal for a Limited Phase II Investigation
Former Varco Projects
480 South Green Road
South Euclid, Cuyahoga County, Ohio**

Dear Mr. Kuhar:

Partners Environmental Consulting, Inc. (Partners) is pleased to submit this proposal to 480 South Green, LLC (User/Client) to conduct a Limited Phase II Investigation at the above referenced site located in the City of South Euclid, Cuyahoga County, Ohio (Property). The purpose for the investigation is to provide the Client with an understanding of the current environmental conditions resulting from former activities that were conducted on the Property.

BACKGROUND

Partners recently reviewed the report titled *Phase I Environmental Site Assessment, TLC Collision Center, 480 South Green Road, South Euclid Ohio*, completed by ATC Associated, Inc., and dated December 10, 2010. Based on the review of the Phase I ESA prepared by ATC, ATC identified the following recognized environmental conditions (RECs):

- **Former Vapor Degreaser:** Given the long history of Varco Products (a lighting manufacturer), it is possible that past releases have occurred in association with the operation of the degreasing unit, potentially impacting soil and/or groundwater beneath the property. Therefore, the vapor degreaser is considered a recognized environmental condition in connection with the property.
- **Former Spray Booth and Drying Rack:** Given the long history of Varco Products, it is possible that past releases have occurred in association with the operation of this equipment and associated hazardous material storage, potentially impacting soil and/or groundwater beneath the property. Therefore, the spray booth, drying rack, and former hazardous material storage is considered a recognized environmental condition in connection with the property.
- **Historical Hazardous Material/Petroleum Product/Storage and Observed Staining:** Given the history of hazardous material/petroleum product use/storage at the property and the identification of significant staining of the concrete floor surface, it is possible that releases have occurred to the underlying soil and/or groundwater beneath the property. Therefore, the observed staining is considered a recognized environmental condition in connection with the property.

While not presented as a REC, the following item may be of interest or significance to the Client or User.

- **Soil Mound:** A vegetative mound of material approximately 15 feet wide, 30 feet long, and three (3) feet tall is located in the west central portion of the property was observed by ATC. The origin of the soil mound is unknown.



March 13, 2014

Partners understands that the intent of our Phase II scope of work is to address the RECs and soil mound identified by ATC and is not intended to assess/evaluate other potential environmental conditions that may be associated with the Property. Our proposal includes cost to conduct an optional Phase I Environmental Site Assessment of the Property. We understand this task may be needed if 480 South Green, LLC decides to purchase the Property.

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

SCOPE OF WORK

Task 1-Limited Phase II Investigation

OUPS and OGPUPS Notification and Access

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

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

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

Site-Specific Health and Safety Plan

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

Geoprobe™ Soil Borings and Analysis

Partners will install soil borings using direct-push technology (i.e., Geoprobe™ or equivalent). Twelve borings completed using direct push technology will be sampled to varying depths ranging from eight (8) to 20 feet below ground surface (bgs), probe refusal, or to five (5) feet below groundwater. Soil boring locations will be located as follows:

- Three (3) soil borings will be installed to address the former vapor degreaser. These borings will be completed to a maximum depth of 16 feet below ground surface (bgs).
- Two (2) soil borings will be installed to address the spray booth/drying rack area. These borings will generally be advanced to a depth of 20 feet bgs.
- Two (2) soil borings will be installed outside of the building to provide general coverage of the vehicle storage areas. These borings will generally be advanced to a depth of 16 feet bgs.
- Five (5) soil borings will be placed inside building to provide general coverage and to address the floor drains as needed, hood vents, and historical hazardous waste/petroleum product use and areas with the heaviest staining associated with former facility operations. These borings will generally be advanced to a depth of eight (8) feet, but may extend deeper.

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

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each sample will be placed in a pre-cleaned glass sample jar, capped with a Teflon® lined lid, labeled and stored in a cooler with ice for preservation until delivery to the laboratory.

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

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

- Volatile Organic Compounds (VOCs) by USEPA Method 8260 (10 samples),
- Polynuclear Aromatic Hydrocarbons (PAHs) by USEPA Method 8270 (10 samples),
- RCRA 8 Metals by various USEPA Methods (10 samples), and
- Total Petroleum Hydrocarbon (TPH) (C₆-C₁₂ and/or C₁₀-C₃₄) by USEPA Method 8015 (10 samples)

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

Quality Assurance/Quality Control (QA/QC) samples will be collected during soil sampling activities and submitted for the appropriate analysis. QA/QC samples will include a trip blank, equipment blank, and a duplicate sample.

Soil Mound Sampling

Although not identified as a REC by ATC, a soil mound of unknown origin is located in the west central portion of the property. To access the soil mound, Partners will collect three (3) soil samples from the soil mound and submit them for laboratory analysis. Soil mound samples will be submitted for the same analysis as the soil borings described above.

Groundwater Monitoring Wells and Analysis

Three (3) groundwater monitoring wells will be installed using a hollow stem auger (HSA) drill rig with 4¼-inch inside diameter (ID) augers. The groundwater monitoring wells will be positioned to assess the former vapor degreaser, the former paint booth and general sub-surface conditions. Groundwater monitoring wells will be installed to approximately 25 feet bgs. The permanent groundwater monitoring wells will be constructed with two (2)-inch diameter polyvinyl chloride (PVC) screen and riser pipe. The screen (10 slot) will be 10 feet long and positioned to span the groundwater interface. The annular space will be filled with sand to approximately two (2) feet above the screen slots and bentonite to the near surface. The monitoring wells will be completed at the surface with a flush-mounted steel protective casing set in a concrete pad. The wells will be developed by bailing, and then allowed to recover a minimum of 24 hours prior to purging and sampling.

Each groundwater monitoring well will be sampled using low-flow sampling methods. Low-flow purging and sampling will be accomplished using a pneumatically controlled bladder pump with the pump intake set in the approximate center of the submerged well screen interval to limit the disturbance of the sediments that may accumulate at the bottom of the well. A flow-through-cell water quality meter (such as the Horiba-U52) will be used to measure the temperature, pH, specific conductivity, and dissolved oxygen of the water approximately every three (3) to five (5) minutes while purging. Once the parameters measured stabilize, groundwater samples will be collected.

Prior to purging, the static water level in each well will be measured using an interface probe to determine depth to groundwater and as a check for the presence of a light non-aqueous phase liquids (LNAPL) and dense non-aqueous phase liquids (DNAPL). Purge volumes and the color, odor, and turbidity of each well will be noted on a Groundwater Sampling Log.

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

- VOCs by USEPA Method 8260,
- PAHs by USEPA Method 8270, and
- RCRA 8 Metals by various USEPA Methods

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

Quality Assurance/Quality Control (QA/QC) samples will be collected during groundwater sampling activities and submitted for the appropriate analysis. QA/QC samples will include a trip blank, equipment blank, and a duplicate sample.

Soil Gas Sampling

Partners will install three (3) soil gas monitoring points within the building in accordance with the Ohio EPA VAP Intrusion Guidance titled *Sample Collection and Evaluation of Vapor Intrusion to Indoor Air, Guidance for Ohio EPA's Remedial Response and Voluntary Action Programs (2010)*. The purpose for installing the sample points is to determine whether soil gas vapors are present below the building at levels that may pose an unacceptable risk to future occupants of the building. The three (3) sub-slab Vapor Pins™ will be installed into the granular base beneath the building slab to evaluate soil vapor conditions. The Vapor Pins™ will be installed through a 5/8-inch diameter hole through the slab and approximately three (3) inches into the underlying base material. The lower end of Vapor Pin™ assembly will be placed into the drilled hole and a protection handle placed over the Vapor Pin™ to protect the barb fitting and cap. The sample points will be installed at the surface with a flush mounted cover. Leak testing will be conducted by filling the recessed point with water covering the pin and hose coupling during sampling.

Polyethylene tubing will be used to connect the implants to a laboratory, certified clean, six (6) liter SUMMA® canister. Prior to sampling, a low volume (<0.2 liters per minute) vacuum pump will be utilized to purge three (3) volumes of air from the implant and tubing. The flow regulator on each SUMMA® canister will be used to collect a sample directly from the sampling point. Sampling details will be recorded on a Soil Gas/Sub-Slab Sampling Form.

In addition, one (1) sample of ambient air (Background) will be obtained during the sampling event from an exterior area outside the facility building. The Background will be located in an area believed to be unimpacted by the concerns being assessed and was obtained in order to evaluate potential background conditions.

Samples will be shipped via overnight carrier under chain-of-custody protocol to a VAP-certified laboratory for VOC analysis by TO-15.

Investigative Derived Waste

All investigation derived waste (IDW) (i.e., field screened soil, excess soil cuttings, purge and decontamination water) generated during soil and groundwater sampling activities will be containerized in Department of Transportation (DOT)-approved 55-gallon drums. It is anticipated that up to three (3) drums of IDW will be generated during this assessment. Drum(s) will be properly labeled and temporarily staged in an area designated by the Client. The wastes will be characterized for proper disposal based on the data collected during this investigation. Additional characterization (if warranted) is outside the scope of this proposal. Additionally, our proposal is based on all waste being characterized as non-hazardous material, and being able to be contained in no more than three (3), 55-gallon drums.

Comparison Standards

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

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

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

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The results of the soil gas testing will be compared to the U.S. Environmental Protection Agency (USEPA) Regional Screening Levels (RSLs) for use in initial Property screening.

Limited Phase II Investigation Report

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

Task 2: Optional Phase I Environmental Site Assessment

If desired, Partners will conduct a new Phase I ESA on the Property if 480 South Green, LLC decides to purchase the Property after reviewing the results of the Phase II testing.

Phase I ESA activities in general accordance with the United States Environmental Protection Agency (EPA) 40 CFR Part 312, *Standard and Practices for All Appropriate Inquiries, Final Rule* and *ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-13)*. Phase I ESA activities will generally consist of:

- Conducting a site walkover to observe and document existing conditions,
- Interviewing people knowledgeable about current and past operations at the Property,
- Obtaining and reviewing federal, state, and local environmental databases, and
- Reviewing other reasonably ascertainable public records (historical and current) for the Property and surrounding sites.

The purpose of conducting a Phase I ESA in accordance with the ASTM Practice E 1527-13 is to permit the User to satisfy one of the requirements to qualify for the Innocent Landowner, Contiguous Property Owner, or Bona Fide Prospective Purchaser limitations on CERCLA liability.

The goal of the Phase I ESA process is to identify Recognized Environmental Conditions at the Property, as defined by ASTM Practice E 1527-13. A Recognized Environmental Condition refers to the presence or likely presence of hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater or surface water of the Property.

Exceptions and Limitations

Business Environmental Risks, as defined by ASTM, including but not limited to wetlands and asbestos will not be fully addressed during the completion of our Phase I ESA. You acknowledge that the Client has not specifically contracted *Non-Scope Considerations*.

User Responsibilities

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the user must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete, as it creates a data gap.

- Environmental cleanup liens that are filed or recorded against the site.
- Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry.

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Phase I Report

One (1) hard copy and electronic copy of the Draft Phase I Report will be submitted to the Client. Upon receipt of comments to the Draft Report, Partners will finalize and submit one (1) original and one (1) CD in PDF to the Client.

Limitations

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

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

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

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

FEES

Partners is prepared to undertake this project for the fees described below. The fees are presented on a Time and Materials – Not to Exceed (T&M-NTE) basis. Our proposal is valid for 30 days and is based on conducting all of these tasks together. The following is our cost estimate for completing the work described above:

Task 1-Limited Phase II Investigation

Field Work

Phase II Investigation (Partners' Professional Services)...\$ 6,010

Equipment.....\$ 1,700

Subcontractor Fees

Drilling Contractor.....\$ 6,485

Laboratory\$ 8,020

IDW Disposal.....\$ 520

Reporting.....\$ 3,750

Task 2-Optional Phase I ESA.....\$ 2,700

Total \$ 29,185

Partners will not complete Task 2 until email authorization is received from the Cuyahoga County Department of Development.

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

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

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CLOSING

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

Sincerely,
Partners Environmental Consulting, Inc.



Rick D. Vince, CP
Project Manager



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

AUTHORIZATION

Agreed to this _____ day of _____, 2014

Agent For: _____

Signature: _____

Name: _____

Title: _____

Exhibit D

Rate Schedule

Proposal for Cuyahoga County Assessment Project

Project Name: 480 South Green Road Limited Phase II							
Site Location: 480 South Green Road; South Euclid, Ohio							
Date of Proposal: March 13, 2014							
Task #1 - Limited Phase II Investigation							
Sub categories: site inspections, file reviews; Report preparation; SAP preparation; Soil Samiling; Drilling; Lab Analyses							
Labor Charges by Classification	Units	Rate	Total Cost				
ie-							
Certified Professional	4	\$180.00	\$720.00				
Project Manager	20	\$105.00	\$2,100.00				
Senior Project Professional	78	\$75.00	\$5,850.00				
Environmental Professional	8	\$65.00	\$520.00				
Administrative Assistant/Clerical Support	10	\$55.00	\$550.00				
EXPENSES (postage Supplies, materials etc.)	detailed (postage, supplies materials, etc)						
Car - 1/2 Day	1	\$50.00	\$50.00				
Truck - Full Day	4	\$105.00	\$420.00				
Shipping	1	\$53.00	\$53.00				
Fuel	2	\$50.00	\$100.00				
Job Supplies	1	\$1,097.00	\$1,097.00				
SUBCONTRACTORS							
Environmental Science Corp	1		\$8,020.00				
EnviroCore Limited	1		\$6,485.00				
Complete Waste Disposal	1		\$520.00				
SubTotal of Task			\$26,485.00				
Task #2 - Optional Phase I Environmental Site Assessment							
Sub categories: site inspections, file reviews; Report preparation; SAP preparation; Soil Samiling; Drilling; Lab Analyses							
Labor Charges by Classification	Units	Rate	Total Cost				
ie-							
Director	1.5	\$110.00	\$165.00				
Technical Director	0.5	\$110.00	\$55.00				
Senior Project Manager	1	\$85.00	\$85.00				
Project Manager	2	\$75.00	\$150.00				
Environmental Professional	24	\$65.00	\$1,560.00				
Administrative Assistant/Clerical	6	\$40.00	\$240.00				
EXPENSES (postage Supplies, materials etc.)	detailed (postage, supplies materials, etc)						
Car	1	\$50.00	\$50.00				
Fuel	1	\$27.50	\$27.50				
SUBCONTRACTORS							
Environmental Data Resources	1	\$367.50	\$367.50				
SubTotal of Task			\$2,700.00				

PROJECT TOTAL			\$29,185.00				

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