

**City of Avon Lake  
Request for Qualifications and Proposals  
Environmental Professional Service Provider  
To Perform Work Detailed in Brownfield Assessment Grant Application**

**REVISED 8/10/2022**

**1.0 Introduction**

The City of Avon Lake is an established suburban lakefront community located in Lorain County, 17 miles west Cleveland, with a population of 25,206 residents on 11.6 square miles bordered by Lake Erie to the north and Conway railroad to the south. Avon Lake has a home rule mayor/council charter form of government overseeing 12 departments and a total of 159 full time employees, 50 permanent part time employees and 92 seasonal employees.

The City of Avon Lake's Request for Qualifications and Proposals (RFQ) is inviting qualifications and proposals from environmental service providers to perform the work detailed in an assessment grant through the Ohio Brownfield Remediation Grant Program. The work will be done on the site of the former Avon Lake Generating Station on Lake Road.

**2.0 Anticipated Selection Schedule**

Requests for proposals will be advertised for a period of 14 days

Deadline for Final Questions	August 5, 2022
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Proposal Submission Deadline	August 19, 2022
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Evaluation of Proposals	August 22-26, 2022
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Anticipated Approval Date	August 29, 2022
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**3.0 Scope of Services.**

The following is a summary of the scope of services. Please see Attachment 1 for the full anticipated scope of services.

The City of Avon Lake will ensure that a Phase I Assessment is conducted by its professional service provider that is compliant with the Ohio Voluntary Action Program (Ohio VAP or VAP) and ASTM Standard E1527-13/E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, which incorporates the Brownfields Revitalization Act. All Appropriate Inquiry (AAI). The purpose of complying with the ASTM Standard E1527-13/E1527-21 is to satisfy one of the requirements to qualify for the Innocent Landowner, Contiguous Property Owner, or Bona Fide Prospective Purchaser limitations of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. A Phase I Assessment prepared through this grant will be beneficial to the City, as the previous Phase I was not Ohio VAP-compliant and an updated ASTM standard (E1527-21) was released since the preparation of the previous assessment.

The City's professional service provider will also conduct Phase II Assessment activities by evaluating suspected Contaminants of Concern (COCs) in soil, groundwater, and soil vapor within the Ohio VAP Identified Areas (IAs) determined based on a review of available documentation and a walkthrough of the property in 2021 by a VAP Certified Professional. The Phase II Property Assessment must be prepared in general accordance with OAC 3745-300-07, effective October 17, 2019.

#### **4.0 Deliverables**

The assessment activities will help lead to documentation of the following for the City and the Ohio Department of Development, which administers the Ohio Brownfield Remediation Grant Program:

- Field Investigation Soil - Soil Boring Installation/Sampling/Analysis: As many as 85 soil borings will be installed and 50 composite concrete samples will be taken to assess IAs, as needed.
- Field Investigation Groundwater-Monitoring Well Installation/Development/ Sampling Analysis: The plan is to install and sample up to 12 monitoring wells to assess IAs. Final locations will be determined by the VAP Certified Professional based on field observation and analytical results from the soil samples collected and analyzed.
- Soil Vapor Probe Installation and Sampling: Plans for sub-slab and soil gas probes installation will be evaluated upon receipt and evaluation of soil and groundwater analytical results. Soil gas samples will be collected in areas where concentrations of one or more COCs in soil and/or groundwater exceed the property-specific soil-to-indoor air (SIA) screening levels established for the property, based on Ohio EPA's Guidance for Evaluation of Vapor Intrusion to Indoor Air. This grant scope of services assumes that ten exterior soil gas probes will be installed using direct-push drilling on the property. It is assumed that ten interior sub-slab vapor probes will be installed to evaluate potential vapor intrusion within the interior of the buildings.
- Preliminary Risk Evaluation: A Preliminary Risk Evaluation (PRE) will be completed as part of the Phase II evaluation of the analytical results collected. The PRE will incorporate all pertinent data collected, which will be evaluated with respect to applicable VAP standards using acceptable exposure point concentrations for all complete and potentially complete exposure pathways. An exposure pathway completeness determination will be made at the property, including a Site Conceptual Model (SCM). The SCM provides a diagrammatic representation of the complete and potentially complete exposure pathways at the property and reasonably anticipated receptor populations. The quantitative cumulative hazard and risk estimates will be utilized to support the determination of whether additional active remedy is needed to comply with applicable standards.
- Scope Modifications: The VAP Certified Professional may suggest modifications to the Scope of Services based on available investigation needs after discussions with the

current property owner regarding current property investigation need and subject to ODOT's final approval of the Scope of Services.

## **5.0 General Terms and Conditions**

- 5.1 Standard Agreement. Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Services Agreement.
- 5.2 Independent Contractor. At all times, the Contractor shall represent himself/herself/itself to be an independent contractor offering such services to the general public and shall not represent himself/herself/itself, or his/her/its employees, to be an employee of the City of Avon Lake. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City of Avon Lake, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 5.3 Conflict of Interest. The firm shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.
- 5.4 Non-Collusion. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms which have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 5.5 Indemnification & Insurance Requirements. The City's standard indemnification and insurance requirements will be provided in the Services Agreement, attached hereto as Attachment 2. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 5.6 Protests and Appeals. Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal. The protest shall be submitted in writing to Gary Ebert, Director of Law, within seven (7) business days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.
- 5.7 Statement of Non-Commitment. Issuance of this RFP does not obligate The City of Avon Lake to award a contract or to pay any costs incurred in preparation of proposals responding to this RFP.

- 5.8 The firm providing the proposal must agree to strictly comply with all requirements of the Ohio Brownfield Grant Program including, but not limited to, any derivative obligations imposed on the firm selected to perform the Scope of Services in the Grant Agreement between the City of Avon Lake and ODOD, last dated July 5, 2022 (the Grant Agreement), including all Brownfield Remediation Grant Program reimbursement requirements (the Reimbursement Requirements). The Grant Agreement and the Reimbursement Requirements are attached hereto and incorporated herein as Attachment 3. The firm awarded the proposal must agree: (1) to receive payment for its work from the City within ten (10) business days of the date the City actually receives payment from ODOD in connection with the grant awarded to the City in connection with this RFQ or directly from ODOD; and (2) in no event shall the City have any responsibility or liability to pay any costs, fees, expenses, damages or liabilities, directly or indirectly, other than from the grant funds provided by ODOD in connection with this grant, which total amount shall not exceed Three Hundred Thousand Dollars (\$300,000).

## **6.0 PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

### **6.1 Cover Letter with the following information:**

- Title of this RFQ
- Name and mailing address of firm (include physical location if mailing address is a PO Box)
- Contact person, Email address, telephone number, and fax number.

The City will use email to notify your firm of critical developments such as, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

### **6.2 Signature Requirements**

The Cover Letter must be signed by an officer authorized by the Contractor to sign such material and thereby commit the Contractor to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name (dba) shall be signed in the name of the individual doing business under the proper firm's name and style.

#### 6.3 TAB A: Firm's Qualifications

Describe the firm and provide a brief statement of the firm's qualifications for performing requested contracted services. Identify the services which would be completed by your firm's staff and those that would be provided by subcontractors, if any. Identify any sub-contractors you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years.

#### 6.4 TAB B: Services

- 6.41 Itemize the complete list of services to be provided.
- 6.42 Note instances where services exceed the scope or detail offered in this proposal.
- 6.43 Note instances where services do not meet the scope offered in this proposal.

#### 6.5 TAB C: Experience and References

- 6.51 Provide detailed and verifiable examples and references that substantiate your (organization's) experience in providing the types of service requested in this proposal. Provide at least three (3) references for which you have provided the services requested in this RFQ. Include the name, email, and telephone number of contact persons.
- 6.52 Please describe any current, pending, or past litigation (within the last 5 years) that the organization has been, is, or is expected to be a party to.

#### 6.6 TAB D: Qualifications of Team

- 6.61 Provide names, resumes and qualifications of key employees to be assigned to this work.
- 6.62 Provide a staffing plan for meeting the requirements.

- 6.63 Provide other relevant information that can aid the City in its selection process.
- 6.64 Provide an itemized list of all municipalities, agencies, and businesses you are currently contracted with for similar municipal management and operational studies.

#### 6.7 TAB E: Project Plan

Provide a detailed discussion of your firm's approach to the successful implementation of this project, including a proposed Scope of Services. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including subcontractors. Identify the not-to-exceed cost of the Scope of Services. The proposed Scope of Services will be attached to the Services Agreement which will describe the standard terms and conditions applicable to the Scope of Services and is attached hereto as Attachment 2. The Scope of Services must include a written report summarizing the Scope of Services performed, including all data and findings. The final report shall become public information and will be shared with both the City and ODOD.

#### 6.8 TAB F: Required Statements

This section must include the statements identified below.

- 6.81 A statement that the submitting firm will perform the services and adhere to the requirements described in this RFQ, including any addenda (reference the addenda by date and/or number).
- 6.82 After award of this RFQ, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the Ohio Public Records Law. Proposers shall include a statement that describes the specific portion(s) of their submittal that they consider exempt from disclosure under Public Records. In the event the City receives a public records request for documents that may include some or all the submittal, the City will consider the proposer's statement, but will make its own determination as to what information will be released. The City will then notify the submitting firm of its determination and provide the submitting party with 10 days in which to seek legal remedies to prevent such disclosure.
- 6.83 Include a statement of assurance that you will not substitute members of your designated team without approval by the City, which approval shall not be unreasonably withheld or delayed.
- 6.84 Include a statement which declares there is no Conflict of Interest (per Section 5.3)
- 6.85 Provide a statement attesting there has been no collusion (see Section 5.4)
- 6.86 Indicate your ability and agreement to fulfill the indemnification and insurance

requirements contained in the Services Agreement (Section 5.5). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

#### 6.9 TAB G: Exceptions

Describe any and all proposed exceptions alterations or amendments to the Scope of Services or other requirements of this RFQ. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a Services Agreement and Scope of Services with your firm/individual. The City retains the sole right to accept or reject any proposed exceptions.

### 7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package must include the following:

- Four (4) printed copies of your proposal mailed or delivered to the address in Section 7.3.
- One (1) copy of complete proposal in PDF format via email. Failure to provide both the hard copies and electronic copy may deem your proposal to be non-responsive.

7.2 Proposals shall be submitted not later than the time and date indicated in Section 7.2.

7.3 **Proposals must be submitted by 12:00 pm (Noon), on August 12, 2022. Proposals not meeting the criteria outlined in the RFQ will not be considered. Selected applicant will be notified of acceptance.**

**Proposals must be submitted ONLY to:**

Ted Esborn, Community Development Director  
150 Avon Belden Road, Avon Lake, Ohio 44012  
Phone: (440) 930-4167  
Email: [Tesborn@avonlake.org](mailto:Tesborn@avonlake.org)

7.4 Faxed proposals shall not be accepted.

7.5 The City of Avon Lake shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.6 Late submittals will not be accepted or considered.

7.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the title on the outside of the parcel.

7.8 All submittals, whether selected or rejected, shall become the property of City of Avon Lake, and will not be returned.

- 7.9 The City reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.10 All costs associated with proposal preparation shall be borne by the proposer.
- 7.11 All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

## 8.0 SELECTION PROCEDURE

- 8.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee.

Evaluation Criteria: At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below. Input from the current property owner, Avon Lake Environmental Redevelopment Group, LLC (ALERG) is necessary since ALERG must provide access to the property to perform the Scope of Services and ALERG is ultimately responsible for remediating the property and must utilize the data generated from this Scope of Services. Further, the current property owner has agreed to provide the necessary match for this RFQ.

a.)	Company Experience and Capabilities	30%
b.)	Approach and Methodology	25%
c.)	Input From Current Property Owner Regarding Qualifications	40%
d.)	Cost Proposal	5%

- 8.2 The City reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 8.3 The City reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results, in the City's sole discretion and consistent with the Ohio Brownfield Remediation Grant Program's requirements.
- 8.4 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. In the event the City does not receive a response to this RFQ that fully responds to the City's needs and to the requirements of the Ohio Brownfield Remediation Grant Program's requirements, in the City's sole discretion, the City reserves the right to re-bid this RFQ or to not award the RFQ, with no liability to any proposer, in the City's sole and absolute discretion.
- 8.5 The City will notify all proposers whether or not they are selected for the subject work. Email is the City's preferred method of communication.



**ATTACHMENT 1**

**[Template Scope of Services]**

**ATTACHMENT 2**

**[Services Agreement]**

**ATTACHMENT 3**

**[Grant Agreement and Reimbursement Requirements]**

**PLANNED ASSESSMENT ACTIVITIES AT THE FORMER AVON LAKE POWER PLANT,  
CITY OF AVON LAKE, LORAIN COUNTY, OHIO  
BACKGROUND AND SUMMARY OF POTENTIAL ASSESSMENT AREA DETERMINATION**

The former Avon Lake generating Station property is located at 33570 Lake Road, Avon Lake, Lorain County, Ohio. Figure 1 provides a Project Location Map. The power plant was constructed in stages between 1926 and 1981. The main plant is located north of Lake Road with the coal storage pile, coal pile runoff pond and coal pile runoff pond treatment building and rail lines and undeveloped land located south of Lake Road. The main plant consists of a former 627 mega-watt (MW) coal-fired power plant, including boilers, nine steam turbines, coal conveyor system, surface water intakes and discharge to Lake Erie, water recycling building, an electrostatic precipitator building, two stacks, water treatment and clarifier units, two low volume waste water ponds (former ash impoundments), an oily waste pond, a 200,000 gallon and a former 128,000 gallon No.2 fuel oil above ground storage tanks (ASTs), former 1,000-gallon Gasoline underground storage tank (UST), former Diesel UST, former 2,800-gallon Drainage UST, an ash storage area, and a number of ancillary buildings. Only the portion of the Property located north of Lake Road is included in the assessment area excluding the two electrical substations north of Lake Road and the wave break structures on Lake Erie. Figure 2 provides a Project Area Map and Figure 3 provides a Regulatory Program Area Map.

There have been two ASTM Phase I Environmental site assessments completed for the Property along with Phase II investigations and some remedial activities at the property. Based on the previous investigations, bedrock underlying the Property will be encountered typically at depths of less than 12 feet. These investigations all occurred more than 10 years ago and are insufficient in meeting Ohio EPA's Ohio Voluntary Action Program (VAP) requirements.

Based on a review of available documentation and walkthrough of the Property in 2021, Verdantas recognized the following 16 Identified Areas (IAs) on the Property. The IAs are shown on Figure 3. Available assessments data must be updated, verified and/or expanded to include VAP-compliant Phase II Property Assessments and newly identified areas investigated. The available limited environmental information provided was used to develop an opinion of probable assessment costs for the Property.

The chemicals of concern (COCs) for the Property consists of one or more of the following: volatile organic compounds (VOCs), benzene, toluene, ethylbenzene and xylenes (BTEX), semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PAHs), VAP metals, Polychlorinated biphenyls (PCBs), and total petroleum hydrocarbons (TPH) carbon range C<sub>6</sub>-C<sub>12</sub> (GRO) and C<sub>10</sub>-C<sub>20</sub> and C<sub>20</sub>-C<sub>34</sub> (DRO). The IAs and associated COCs are listed below:

- IA-1 Former Gasoline Station (VOCs, PAHs, VAP metals and TPH-GRO and -DRO);
- IA-2 Former No. 2 Fuel Oil ASTs (BTEX, PAHs, TPH-DRO);
- IA-3A Potential PCB impacts from Off-Property Electrical Substation (PCBs);
- IA-3B Potential PCB impacts from Off-Property Electrical Substation (PCBs);
- IA-4 ASTs (Waste Oil, Kerosene, Gasoline), Storage Pad and Old Engine House (VOCs, PAHs, VAP metals PCBs, and TPH-GRO and -DRO);
- IA-5 Former 1,000-gallon Gasoline UST (BTEX, TPH-GRO);
- IA-6 Maintenance Shop (VOCs, PAHs, VAP metals, PCBs, and TPH-DRO);
- IA-7 Multiple Railroad Spurs (PAHs, VAP metals, PCBs and TPH-DRO);
- IA-8 Hazardous Waste Storage Area (VOCs, SVOCs, VAP metals, PCBs and TPH-GRO and -DRO);
- IA-9 Former 2,800-gallon Drainage UST (VOCs, PAHs, VAP metals, PCBs and TPH-DRO);
- IA-10 Wastewater Treatment and Oil Waste Ponds (VOCs, PAHs, VAP metals, PCBs and TPH-DRO);
- IA-11 Transformers/Electrical Equipment within Power Plant (PCBs and TPH-DRO);
- IA-12 Kerosene ASTs (BTEX, PAHs, TPH-DRO);
- IA-13 Former Diesel UST/Diesel AST (BTEX, PAHs, TPH-DRO);

- IA-14 Bottom Ash Dewatering and Treatment and Clarifier Units (VOCs, PAHs, VAP metals, PCBs and TPH-DRO); and
- IA-15 Property-Wide Groundwater (VOCs, PAHs, VAP metals and PCBs).

Reportedly, five USTs were removed from the property. Closure documentation and No Further Action Letters were issued from the Bureau of Underground Storage Tank Regulations (BUSTR) for only two of the five USTs. Closure documentation for the remaining three USTs was not available. The former UST systems represent a potential eligibility issue under the Ohio VAP and may require closure under BUSTR prior to that portion of the property being eligible under the VAP.

It is anticipated that remedial activities will consist of asbestos abatement, closure of the low water wastewater and oil waste ponds, excavation and on-Property relocation/consolidation and/or off-Property disposal of soils exceeding VAP generic direct contact standards or soil saturation values, groundwater use restrictions, removal and disposal of coal pile residual materials.

## **PROPOSED PHASE I AND PHASE II PROPERTY ASSESSMENT ACTIVITIES**

As described above, Verdantas recognized 16 IAs on the Property based on a review of available documentation and Property walkthrough/reconnaissance in 2021. It must be noted that the costs outlined are dependent on the investigation activities required to further characterize the Property based upon the findings of the Phase I Property Assessment. Therefore, these costs represent a probable estimate, which may require modification based upon a further understanding of historical use and current Property conditions. Each proposed scenario described below was developed based on the limited available historical environmental investigation documentation and information provided by the Client. The following are the descriptions of the proposed assessment activities anticipated to be completed at the Property. The City will competitively procure professional service providers, including a Certified Professional under the Ohio VAP and asbestos and radiation safety experts, to lead project activities.

### **Phase I Property Assessment**

A Phase I Property Assessment will be prepared in accordance with both the Ohio VAP standards as codified under Ohio Administrative Code (OAC) 3745-300-06, effective October 17, 2019, and the ASTM Standard E1527-13/E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, which incorporates the Brownfields Revitalization Act All Appropriate Inquiry (AAI) and in general accordance with ASTM E1527-21 (that is currently under review by the U.S. EPA). The previous 2020 Phase I report was not VAP compliant, and an updated ASTM Standard (E1527-21) was released. The purpose of complying with the ASTM Standard E1527-21 is to permit the Client to satisfy one of the requirements to qualify for the Innocent Landowner, Contiguous Property Owner, or Bona Fide Prospective Purchaser limitations of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The purpose of a Phase I Property Assessment under the Ohio VAP is to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on, underlying, or is emanating from a property including any release from management, handling, treatment, storage, or disposal activities from on or off-property activities.

### **Phase II Assessment**

Phase II Assessment activities will be conducted by evaluating suspected COCs in soil, groundwater and soil vapor within the IAs determined at the Property thin the Phase I. Phase II Property Assessment will be prepared in general accordance with OAC 3745-300-07, effective October 17, 2019. The assessment activities will consist of the following sub-tasks detailed below:

### **Project Management & Health and Safety:**

This Project management task includes general project management duties related to implementation of Phase II Scope of Work (SOW) and overall project coordination, as needed. The Consultant will prepare a Property-specific Health and Safety Plan (HASP) to safeguard the health and welfare of field staff, facility

staff, the general public, and the environment. The HASP will incorporate physical and chemical aspects of health and safety protocol specific to the Property. The Project Manager will be responsible for managing and implementing the HASP and briefing field staff prior to conducting work on the Property to ensure safe and efficient completion of the project.

**Field Investigation Soil - Soil Boring Installation/Sampling/Analysis:**

Soil borings and composite concrete sampling will be installed and sampled to assess IAs, as needed. This task will include the following activities:

1. Subcontract a private utility locating company to clear proposed drilling locations. It is assumed that a knowledgeable site liaison will also be available to provide information regarding potential utilities near proposed drilling locations. In addition, the OUPS will be notified a minimum of 48 hours prior to the commencement of drilling to minimize the potential of damaging marked or unmarked public utilities at the Property.
2. Install and sample as many as 85 soil borings to depths ranging between 5 and 15 feet below ground surface (bgs), or sampler refusal, whichever occurs first. Soil samples will be collected for chemical analysis based on field screening results (i.e., headspace screening using a photo ionization detector (PID)) or direct observation (i.e., identification of stained soils), or at anticipated depth of a potential contamination source. A minimum of two samples will be collected from each soil boring for chemical analysis, including one sample collected between 0 to 2 feet. The second sample will be collected within the interval between 2 and 10 feet to determine the presence of COCs, if any, within the point of compliance anticipated for future construction/excavation worker exposure. The interval will be selected based on headspace screening results, visual observations, or the sample directly above the upper saturated zone. It is assumed that a potential third soil sample will be collected at 10% of the proposed soil borings based primarily on field observations and at the discretion of the Certified Professional or Project Manager.
3. Collect as many as 50 composite concrete samples from areas beneath/around electrical equipment and oil-stained areas throughout the Site.
4. Soil and composite concrete samples will be collected for laboratory analysis of one or more of the following: VOCs by Method 8260, SVOCs/PAHs by Method 8270/8270 SIM, PCBs by Method 8082, VAP metals by methods 6010/6020 and 7470/6471 and/or TPH-GRO (C6-C12) and/or TPH-DRO (C10-C20 and C20-C34) by Method 8015M.
5. Soil cuttings and decontamination water will be drummed and staged on-Property. Segregated soil cuttings and decontamination water, which are assumed to be classified as non-hazardous, will require disposal. Removal and disposal of drummed IIDW will be characterized and properly disposed of in accordance with applicable laws and regulations.

**Field Investigation Groundwater- Monitoring Well Installation/Development/ Sampling/ Analysis:**

Monitoring wells will be installed and sampled to assess IAs and will be determined based on field observation and analytical results from the soil samples collected and analyzed. This task will include the following activities:

1. Complete a private utility locating company to clear proposed drilling locations. A knowledgeable site liaison should also be available to provide information regarding potential utilities near proposed drilling locations. In addition, the Ohio Utility Protection Service (OUPS) will be notified a minimum of 48 hours prior to the commencement of drilling to minimize the potential of damaging marked or unmarked public utilities at the Property.
2. Install and sample up to 12 monitoring wells in the uppermost saturated zone beneath the Property. Based on the anticipated depth of bedrock beneath the Property (typically less than 12 feet below

- grade, it is estimated that the wells will be installed to depths of between 10 and 20 feet below grade.
3. Develop and sample each of the newly-installed groundwater monitoring wells for one or more of the following laboratory analyses: VOCs, PAHs, PCBs, and VAP metals. Additionally, it is assumed that a second round of sampling will be conducted on the wells within 90 days of the initial event to confirm the presence of COCs, if applicable.
  4. Survey monitoring wells coordinates and elevations. Additionally, the soil borings and new monitoring wells will be initially located in the field using a GPS unit. Upon completion of the groundwater monitoring wells the coordinates as well as the ground surface and top of well casing elevation will be surveyed to the nearest 0.01-foot by a licensed surveyor.
  5. Measure groundwater elevation levels to the nearest 0.01-foot in each well on the Property to evaluate groundwater flow conditions beneath the Property.
  6. Soil cuttings and decontamination water, purge water removed from the monitoring wells during development and samples will be drummed and staged on-Property. Segregated soil cuttings and decontamination water, which are assumed to be classified as non-hazardous, will require disposal. Removal and disposal of drummed Investigative Derived Waste (IDW) will be characterized and properly disposed of in accordance with applicable laws and regulations.

#### **Soil Vapor Probe Installation and Sampling:**

The number of sub-slab and soil gas probes will be evaluated upon receipt and evaluation of soil and groundwater analytical results. Soil gas samples will be collected in areas where concentrations of one or more COCs in soil and/or groundwater exceed the Property-specific soil-to-indoor air (SIA) screening levels established for the Property, based on Ohio EPA's Guidance for Evaluation of Vapor Intrusion to Indoor Air. For the purposes of this sampling plan, it is assumed that ten exterior soil gas probes will be installed using direct-push drilling on the Property. The soil gas probes will be installed to an approximate depth of 5 to 7 feet bgs using direct push drill methods. The soil gas probe will be constructed using a 6-inch long Geoprobe™ AT-Series stainless steel implant, or equivalent connected to 1/4-inch or 3/8-inch Teflon® or Teflon®-lined tubing. A sand pack will be placed around the vapor probe and extend approximately six inches above the top of the soil gas probe. Benseal® bentonite or equivalent will be placed above the sand pack and hydrated to seal the borehole. Each soil gas probe will be secured in a flush mount manhole.

It is assumed that ten interior sub-slab vapor probes will be installed to evaluate potential vapor intrusion within the interior of the buildings. A Cox-Colvin Vapor Pin™ will be installed through the concrete slab at each location following the manufacturer's SOP for the installation.

Sampling the proposed soil gas probes and sub-slab vapor points will be conducted to determine whether potential vapor intrusion (VI) issues exist at the Property. Additionally, these data will assist in the selection of potential remedial alternatives and future design considerations for presumptive vapor mitigation system (VMS) remedy. Following installation and leak testing, grab samples will be collected from exterior soil gas probes using laboratory-supplied 1-liter Summa canisters equipped with laboratory-calibrated flow regulators set at a sample rate less than 200 mL/min. Paired indoor air and sub-slab soil vapor probes will be collected using laboratory-supplied 6-liter Summa Canisters set with 8 hour flow regulators. The soil gas/vapor samples will be submitted to an Ohio VAP-Certified laboratory for analysis for VOC analysis by Method TO-15. This task also includes costs for the necessary associated quality assurance / quality control (QA/QC) samples, including a trip blank, analytical costs (with associated 5-day standard turnaround time), and sampling equipment. After sampling is conducted, the City's consultant will import analytical data into an electronic database and conduct data QA/QC to ensure validity of the data. They will also tabulate the results and generate analytical data tables and figures for discussion purposes. Analytical results will then be evaluated in comparison to the VAP applicable criteria for vapor intrusion, assuming residential and commercial/industrial land use scenario.

### **Property-Specific Risk Assessment:**

A Property-Specific Risk Assessment (PSRA) will be completed as part of the Phase II evaluation of the analytical results and will be prepared in accordance with the requirements in OAC 3745-300-09. The PSRA will incorporate all pertinent data collected, which will be evaluated with respect to applicable VAP standards using acceptable exposure point concentrations for all complete and potentially complete exposure pathways. An exposure pathway completeness determination will be made at the Property, including a Site Conceptual Model (SCM). The SCM provides a diagrammatic representation of the complete and potentially complete exposure pathways at the Property and reasonably anticipated receptor populations. The quantitative cumulative hazard and risk estimates will be utilized to support the determination of whether additional active remedy is needed to comply with applicable standards. This information will dictate the type and scope of potential remedial alternatives and/or engineering and institutional controls that might be required on the Property to achieve the intended post remedy land uses.

Ecological risk assessment, if necessary, will be completed outside this scope of work.

### **Preliminary Risk Evaluation:**

A Preliminary Risk Evaluation (PRE) will be completed as part of the Phase II evaluation of the analytical data collected during the Phase II activities. The PRE will incorporate all pertinent data collected, which will be evaluated with respect to applicable VAP standards using acceptable exposure point concentrations for all complete and potentially complete exposure pathways. An exposure pathway completeness determination will be made at the Property, including a Site Conceptual Model (SCM). The SCM provides a diagrammatic representation of the complete and potentially complete exposure pathways at the Property and reasonably anticipated receptor populations. The quantitative cumulative hazard and risk estimates will be utilized to support the determination of whether additional active remedy is needed to comply with applicable standards.

### **Evaluation of Remedial Options (ERO):**

A ERO will be conducted based on the review and evaluation of all field investigation data collected. The ERO will be conducted in general accordance with the VAP and will include the proposed target cleanup levels of COCs, a description of the cleanup options considered, a description (conceptual design) of the selected remedial method(s) to be implemented, and the anticipated costs for implementation of the selected remediation activities.

### **Phase II Property Assessment Report:**

This task includes quality assurance/quality control review of all laboratory data, tabulation of laboratory data and comparison to applicable Ohio VAP standards, and preparation of relevant figures. All available analytical results will be further evaluated through quantitative preliminary cumulative hazard and risk estimates for all complete and applicable exposure pathways in general accordance with OAC 3745-300-07, effective October 17, 2019, to determine any potential data gaps and/or determine the need for remedial activities. In general, this task will include the following:

1. A narrative describing the procedures performed by the Consultant and other parties involved in the project;
2. A summary of available soil, groundwater and other applicable analyses (i.e., soil vapor or indoor air) presented in tabular form with copies of the original laboratory reports, chain-of-custody records, and Ohio VAP laboratory affidavits, where applicable, will be included in an appendix;
3. Tables displaying the results of the quantitative preliminary cumulative hazard and risk estimates for applicable complete exposure pathways;
4. A Property map illustrating pertinent Property features and locations of soil borings, soil vapor samples, and/or monitoring wells;



5. Property maps illustrating exceedances of applicable VAP generic numerical standards for each environmental media or other applicable standards, as applicable; and
6. A Property map showing groundwater surface elevations.

These items are intended to describe observations, recommendations, and/or conclusions obtained based on the field investigation activities detailed in this Scope of Work. It is anticipated that the results of the investigation and data analysis will be utilized in determining a more accurate cost estimate to determine the need for additional investigation activities and/or the need for remedial activities in order to progress the Property through redevelopment and ensure the protection of human health and the environment, as applicable.

#### **PROPOSED ESTIMATED ASSESSMENT COST**

The opinion of probable assessment costs developed is presented in Table 1, see attached.

#### **DISCLAIMER**

This scope of work was prepared by Verdantas under contract with the City of Avon lake. The scenarios discussed above are not all inclusive; however, they do represent the most likely approach to assessment activities at this Property. Again, these are preliminary estimates that in some cases can be greatly refined with additional data collection, further understanding of the historical uses of the Property and current conditions through the Phase I Property Assessment, the iterative investigation approach, and a detailed bid document process. These have been prepared for planning purposes.

## TABLE

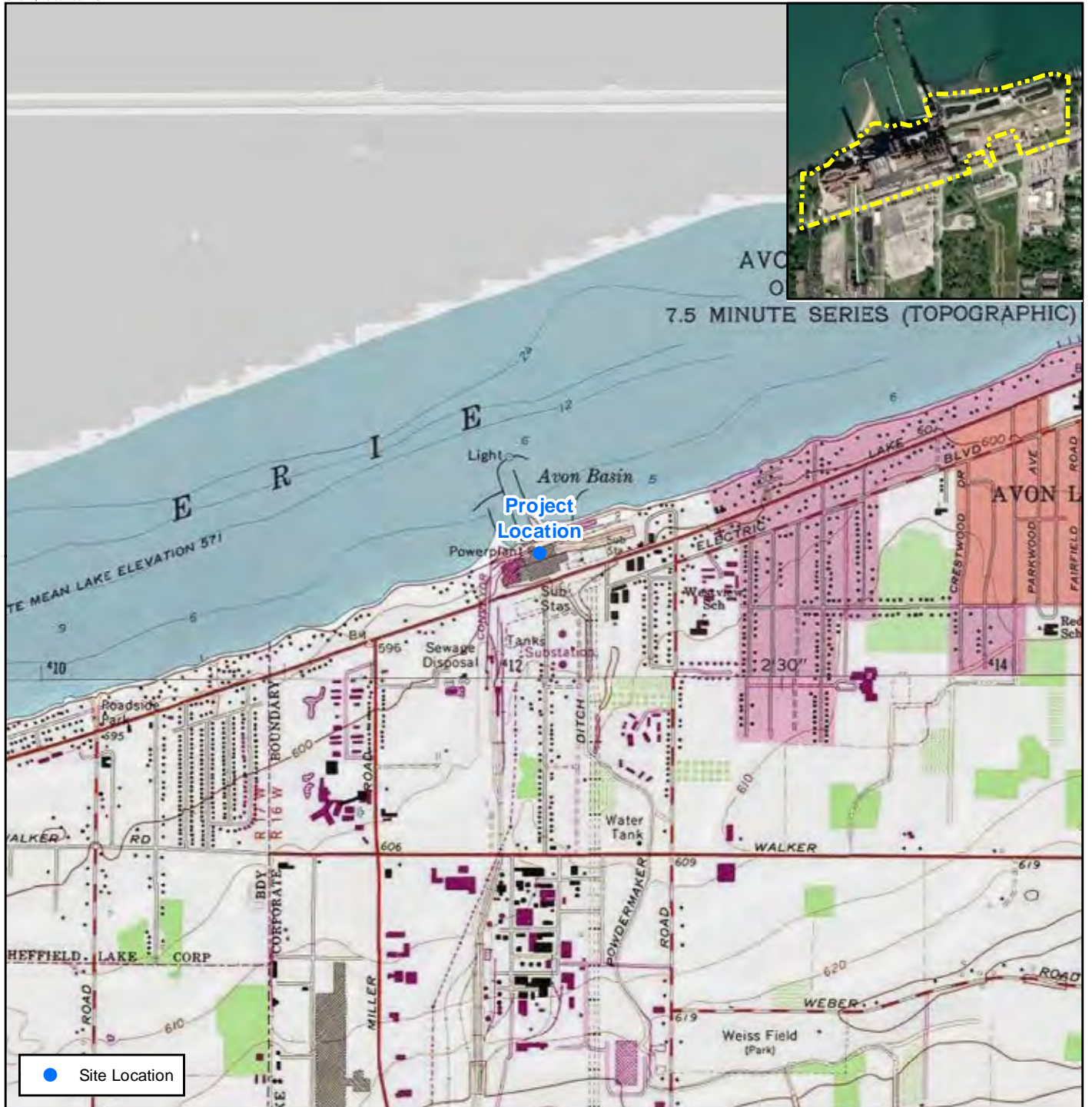
**PROJECT ASSUMPTIONS AND COST ESTIMATE**

**TABLE 1**

**PHASE II PROPERTY ASSESSMENT  
AVON LAKE POWER PLANT PROPERTY  
33570 LAKE ROAD, AVON LAKE, OHIO**

DESCRIPTION	BROWNFIELD REMEDIATION PROGRAM GRANT									
	COST/UNIT		UNITS		GRANT	MATCH	TOTAL COST			
Project Management/Technical Meetings/Agency Interactions	\$	21,180	LS	1	LS	\$21,180	\$	-	\$21,180	
Phase I Property Assessment - Professional Services	\$	19,000	LS	1	LS	\$19,000	\$	-	\$19,000	
Phase II Property Assessment - Professional Services	\$	57,293	LS	1	LS	\$57,293	\$	-	\$57,293	
Phase II Property Assessment - Subcontractors & Expenses	\$	94,869	LS	1	LS	\$94,869	\$	-	\$94,869	
Phase II Property Assessment -ACM Survey	\$	100,397	LS	1	LS	\$	-	\$	100,397	\$100,397
Phase II Property Assessment - Chemical Analyses Soil, Groundwater, Soil Vapor, Waste Characterization	\$	65,219	LS	1	LS	\$65,219	\$	-	\$65,219	
VAP Phase II Property Assessment Report	\$	25,630	LS	1	LS	\$25,630	\$	-	\$25,630	
Preliminary Risk Evaluation	\$	16,810	LS	1	LS	\$16,810	\$	-	\$16,810	
Environmental Assessment Total Project Cost						\$	300,000	\$	100,397	\$400,397
Total Grant Match								25%	\$100,397	
Total Assessment Grant Request									\$300,000	

## FIGURES

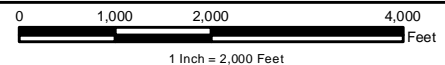


● Site Location



Ohio

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**Quad: Aon OE N and Avon**

Source: The topographic map was acquired through the USGS Topographic Map Web Service.

The aerial photo in the inset was acquired through the Esri Imagery Web Service. Aerial photography dated 2019.



City of Avon Lake  
Avon Lake Power Plant

## Project Location Map

33570 Lake Road  
Avon Lake, Lorain County, Ohio

Date:

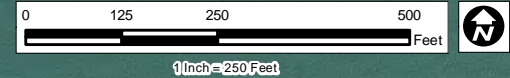
**January 2022**

File Name:  
0000014437\_02\_Fig01\_PLM.mxd  
Edited: 1/27/2022 User: rkaip

Figure

**1**





Wave Breaks

Electrical Substation

Electrical Substation

**Note:**  
The two electrical substations north of Lake Road excluded from Project Area as well as the Lake Erie wave breaks.  
  
The aerial photo was acquired through the Esri Imagery Web Service. Aerial photography dated 2019.

 Property Boundary



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January 2022

City of Avon Lake  
Avon Lake Power Plant

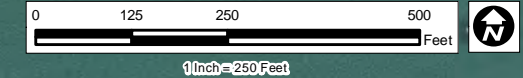
**Project  
Area Map**

33570 Lake Road  
Avon Lake, Lorain County, Ohio

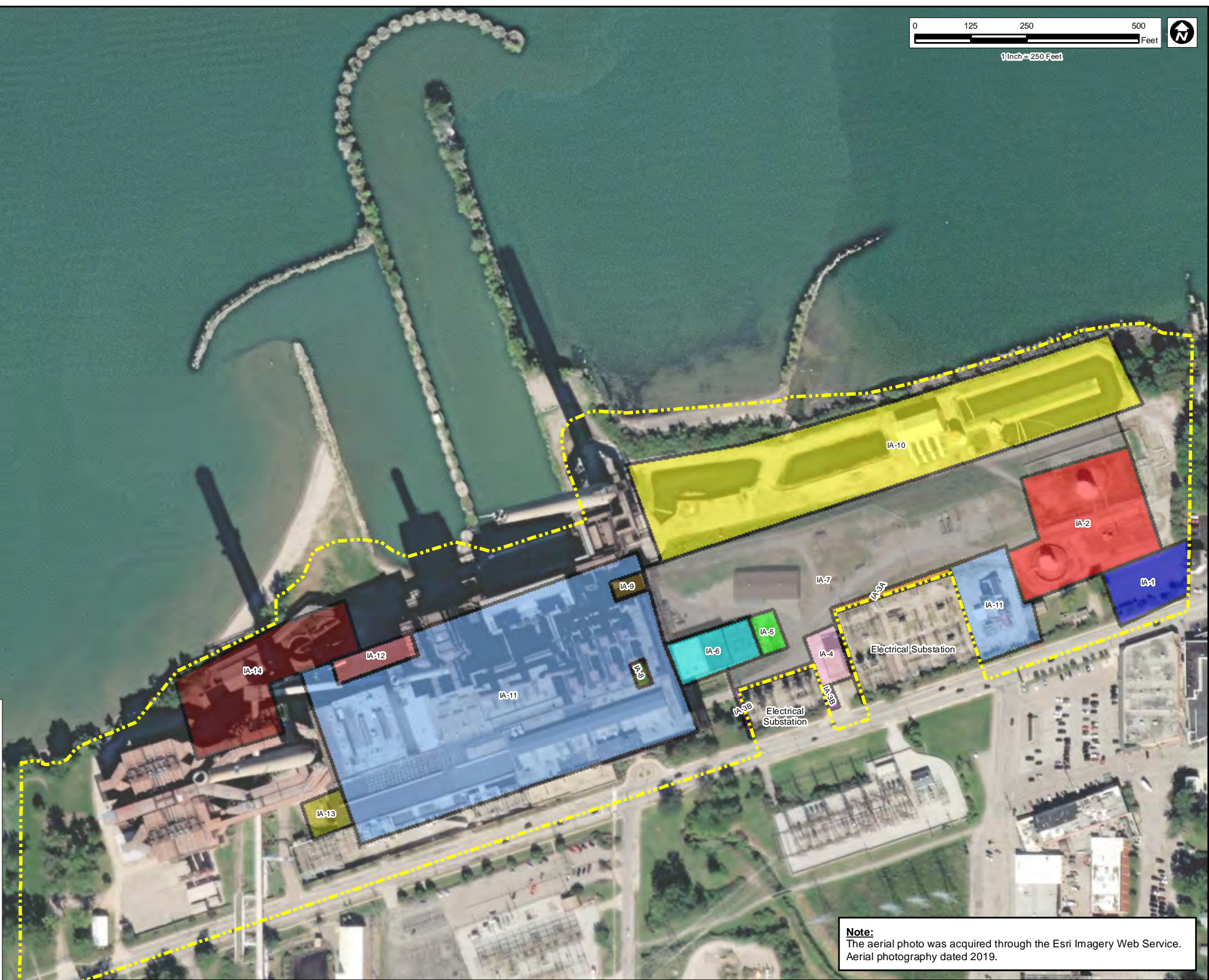
Figure

**2**





- Property Boundary
- IA-1: Former Gasoline Station
- IA-2: Former No. 2 Fuel Oil ASTs
- IA-3A: Potential PCB impacts from Off-Property Electrical Substation
- IA-3B: Potential PCB impacts from Off-Property Electrical Substation
- IA-4: ASTs (Waste Oil, Kerosene, Gasoline), Storage Pad and Old Engine House
- IA-5: Former 1,000-gallon Gasoline UST
- IA-6: Maintenance Shop
- IA-7: Multiple Railroad Spurs
- IA-8: Hazardous Waste Storage Area
- IA-9: Former 2,800-gallon Drainage UST
- IA-10: Wastewater Treatment and Oil Waste Ponds
- IA-11: Transformers/Electrical Equipment within Power Plant
- IA-12: Kerosene ASTs
- IA-13: Former Diesel UST/Diesel AST
- IA-14: Bottom Ash Dewatering and Treatment and Clairifier Units
- IA-15: Property-Wide Groundwater



**Note:**  
The aerial photo was acquired through the Esri Imagery Web Service.  
Aerial photography dated 2019.



**DISCLAIMER:**  
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January 2022		
City of Avon Lake Avon Lake Power Plant		Figure
Regulatory Program Area Map		3
33570 Lake Road Avon Lake, Lorain County, Ohio		



## **AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **The City of Avon Lake, Ohio** ("Avon Lake" or "Client") and \_\_\_\_\_ ("\_\_\_\_\_" or "Consultant").

### **RECITALS:**

- A. Consultant provides professional environmental services.
- B. Client has chosen Consultant because of Consultant's experience and reputation in providing professional environmental services.
- C. In connection with Client's efforts to investigate the environmental condition of the site(s) identified in Exhibit "A" including any buildings or structures located thereon (the "Site"), Client desires to engage Consultant and Consultant is willing to provide professional environmental services for the consideration and on the terms contained herein.
- D. The terms of this Agreement also will apply to any other scopes of services for additional Services, as defined below, which specifically incorporate these terms by reference.

NOW, THEREFORE, in consideration of the premises expressed above and the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Client agree as follows:

- 1. **SERVICES:** The scope of services (the "Services") to be provided by Consultant to Client under this Agreement is set forth in Exhibit "A" attached hereto and made a part of this Agreement. Time is of the essence under this Agreement.
- 2. **FEES:** Fees for the Services performed by Consultant will be paid in accordance with terms set forth herein and in Exhibit "A" attached hereto and as contained in additional scopes of work for additional Services consistent with this Agreement.
- 3. **PAYMENT TERMS:** Invoices are due and payable to Consultant as described herein, in the amount described in Exhibit "A." The Consultant agrees to strictly comply with all requirements of the Ohio Brownfield Remediation Grant Program, including, but not limited to, any derivative obligations imposed in the Grant Agreement between the City of Avon Lake, Ohio and the Ohio Department of Development ("ODOD"), last dated July 5, 2022 (the "Grant Agreement"), including all Brownfield Remediation Grant Program reimbursement requirements (the "Reimbursement Requirements"), attached hereto as Exhibit "B," and incorporated by reference herein. Consultant agrees: (1) to receive payment for the Services under this Agreement from the City within ten (1) business days



of the date Avon Lake actually receives payment from ODOD in connection with the grant awarded to Avon Lake under the Grant Agreement, or directly from ODOD; and (2) notwithstanding any other terms of this Agreement or the Grant Agreement to the contrary, in no event shall Avon Lake have any responsibility or liability to pay any costs, fees, expenses, damages or liabilities, directly or indirectly, known or unknown, (collectively "Liabilities"), other than from the funds allocated pursuant to the Grant Agreement provided by ODOD, which total amount shall not exceed Three Hundred Thousand Dollars (\$300,000) and Consultant agrees to hereby waive any other claims in connection with any such Liabilities against Avon Lake.

4. **CLIENT INFORMATION:** Client acknowledges that Consultant is not liable for the accuracy and completeness of information (including, but not limited to, specifications, drawings, maps, surveys, reports, historical land usage and operations, results of previous Site investigations, unless performed by Consultant, and surface or subsurface conditions affecting the Site) supplied by Client or its agents to Consultant and acknowledges that Consultant is, in part, relying on such information or data in the performance of the Services; provided, however, that Consultant will indicate, in writing, to Client when any conclusion or recommendation it makes is premised, in whole or in part, on such information.
5. **ACCESS:** Consultant must secure access to the Site from the Avon Lake Redevelopment Group, LLC ("ALERG") for Consultant and its subcontractors to access and authority to enter the Site to fulfill the Services called for by this Agreement. Consultant will take all reasonable precautions to minimize damage to the Site and adjoining properties. If, as a result of the provision of the Services, Consultant alters any particular Site (including, but not limited to, borings, sampling, etc.), Consultant will restore that Site to its condition, as close as reasonably possible, prior to the provision of the Services.
6. **INSURANCE:** Consultant maintains workers' compensation and employer's liability insurance of a form and in an amount as required by the state in which the Services are to be performed. Consultant also maintains commercial general liability, automobile liability, professional liability, and pollution liability insurance with policy limits, per occurrence, of at least Two Million Dollars (\$2,000,000), insured and underwritten by insurance carriers acceptable to Client and having an "A", Class VII rating or better in the most recent Best's Insurance Report. Certificates of insurance to provide evidence of the above coverage will be provided to Client within seven (7) days of the date of this Agreement. All such insurance will remain in full force and effect as of the date of and for the entire term of this Agreement. Consultant will immediately notify Client if Consultant changes insurance carriers or reduces coverages required by this Agreement. Consultant will name Client and any designees of Client as an additional insured in all insurance policies, except workman's compensation, employee liability or professional liability, required under this Agreement at no charge or cost to Client or its designees. Consultant will ensure that all subcontractors utilized by Consultant in the provision of Services will maintain the same minimum insurance types and amounts as required of Consultant by this Agreement.

7. **INDEMNITY:** Consultant will defend, hold harmless and indemnify Client from and against any and all claims, demands, losses, costs, damages, expenses and liabilities, including reasonable counsel fees and costs, arising out of or attributable to: (a) Consultant's or any of Consultant's employees, agents or subcontractors willful misconduct and/or negligent acts, errors or omissions; and (b) any breach by Consultant of this Agreement.
8. **STANDARD OF SERVICES AND WARRANTY:** Consultant represents and warrants that it is qualified to perform the Services and that the Services performed by Consultant under this Agreement will be conducted in an expeditious manner consistent with that level of care and skill ordinarily exercised by a member of the same profession currently practicing in the same locality under similar conditions. Consultant warrants that if any of the Services fail to conform to the professional standard described above, on Client's request, Consultant will at its own expense perform corrective services of the type originally performed as may be required to correct such defects. The performance of such corrective services will constitute mitigation of damages only and will not preclude Client from any and all other remedies available under this Agreement, at law or in equity. Consultant represents and warrants that a member of Consultant's firm is a "Certified Professional" pursuant to Ohio Revised Code Chapter 3746.01(E) and Ohio Administrative Code §3745-300-05 and such Certified Professional is available to perform the Services pursuant to the requirements of Ohio Revised Code Chapter 3746 ("O.R.C. 3746").

No other warranty, express or implied, is made or intended by Consultant's proposal or by Consultant's oral or written reports. Conclusions presented by Consultant regarding the Site to be investigated shall be consistent with the Scope of Work, level of effort specified, and investigative techniques employed. Reports, opinions, letters and other documents will not evaluate the presence or absence of any compound or parameter not specifically analyzed and reported. Consultant makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

9. **CONSULTANT'S LIMITATION OF LIABILITY:** Consultant's liability to Client for errors and omissions shall not exceed the amount of Two Million Dollars (\$2,000,000).
10. **COMPLIANCE WITH LAWS:** All of the Services provided by Consultant and its subcontractors pursuant to this Agreement will be performed in strict conformity with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, the requirements of O.R.C. Chapter 3746, all as amended from time to time and as otherwise provided in this Agreement. All laboratory analytical work conducted by Consultant and its subcontractors in the performance of the Services will be conducted through a laboratory certified under O.R.C. Chapter 3746. Consultant and its subcontractors will obtain and maintain all permits, licenses, certificates or approvals required under any applicable federal, state or local law to conduct the Services.

11. **RIGHTS IN DATA:** Any reports, documents, data or findings that are prepared for, presented or delivered to Client in complete or partial fulfillment of this Agreement (“Information”) will become the property of Client. Client will have unlimited rights to and use of all Information. Consultant acknowledges that the Information is intended to benefit and may be relied on by Client, the ODOD and ALERG at no charge or cost to Client or the intended beneficiary, consistent with the terms of this Agreement. Further, Consultant acknowledges that the Information is intended to benefit and may be relied on by any other party identified by Client to Consultant and approved by both Client and Consultant in writing, at no charge or cost to Client or the intended beneficiary.
12. **CHANGES:** Client may at any time, by written order, and within the general scope of this Agreement, make changes to the Services called for hereunder including the stoppage of work. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Agreement, an equitable adjustment will be made in the contract price or delivery schedule, or both, and the Agreement will be modified in writing accordingly.
13. **DELAYS/FORCE MAJEURE:** Neither party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any causes beyond its reasonable control and without its fault or negligence. Examples of such causes include, but are not limited to: (1) Acts of God or public insurrection; (2) Acts of the Government in either its sovereign or contractual capacity; (3) Fires; (4) Floods; (5) Strikes; (6) Embargoes; (7) Earthquakes; (8) Unusually severe weather; and (9) the refusal or termination by ALERG for Site access to perform the Services.
14. **SUSPENSION OF WORK:** Client may, by verbal notice confirmed in writing, suspend all or any part of the Services to be performed hereunder for such period of time as Client may direct. All suspensions will extend the time schedule for performance by one day for each day during the suspension period. Consultant will be paid for Services performed until the suspension date, plus all reasonable charges incurred in effecting and directly attributable to the suspension, pursuant to the terms set forth herein, if approved by ODOD for payment under the Grant Agreement.
15. **TERMINATION:** Client may terminate this Agreement without cause and for its own convenience on three (3) days written notice. Client will be liable, regardless of contract type, for all costs expended by Consultant in accordance with the terms of this Agreement through the date such written termination notice is received by Consultant, (as well as any reasonable costs to copy and deliver finished or partially finished data and reports to Client), only to the extent approved by ODOD under the Grant Agreement’s terms. Consultant will deliver to Client all data, reports and Information generated in association with the Services prior to the date of termination. Consultant shall not be liable to the Client for conclusions which the Client may draw from partially completed work.

16. **DISPUTES:** All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, will be addressed in the following manner: The parties will enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached within sixty (60) days, the parties may agree to select a method of dispute resolution other than litigation, such as, arbitration, mediation, mini-trial, or other cost-effective methods of alternative dispute resolution. In the event that the parties are unable to agree on a method of dispute resolution other than litigation within sixty (60) days, suit may be brought only in a court located in either Lorain County, Ohio or Franklin County, Ohio, if required by the Grant Agreement.
17. **INDEPENDENT CONTRACTOR:** Consultant is and will perform its Services under this Agreement as an independent contractor and not as Client's agent, partner, or joint venturer and will be responsible for and have control over all details regarding provision of the Services. Consultant agrees and acknowledges that the negligent acts, gross negligence, willful misconduct, errors or omissions on the part of any subcontractor of the Consultant in connection with the provision of the Services also will be considered the negligent acts, gross negligence, willful misconduct, errors or omissions of Consultant.
18. **CONFORMANCE WITH LAW:** The validity, performance and construction of this Agreement will be governed and interpreted in accordance with the laws of the State of Ohio.
19. **ASSIGNMENT:** There will be no assignment of the rights or obligations in this Agreement by Consultant without the written consent of Client and any assignment absent such consent will be null and void and will render the duties and obligations of Client hereunder null and void. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
20. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and will not be varied in its terms by any previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. No addition to or modification or waiver of any provision of this Agreement will be binding on either party unless made in writing and executed by Consultant and Client, except as otherwise provided herein. If any portion of this Agreement is held invalid or unenforceable, any remaining portion will continue in full force and effect to the full extent permitted by law. This Agreement may be executed in counterparts and each counterpart shall be deemed one and the same Agreement. This Agreement may be executed electronically, by PDF or otherwise, and each electronic signature shall be treated as an original signature.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above:

“CONSULTANT”

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

“CLIENT”

CITY OF AVON LAKE, OHIO

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT “A”**

**Scope of Services**

**EXHIBIT “B”**

**Grant Agreement and Reimbursement Requirements**

**Ohio Department of Development  
Brownfield Remediation Program  
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") ), located at 77 South High Street, Columbus, Ohio 43215 and **Avon Lake** (the "Grantee") for the period **January 1, 2022 to June 30, 2023** set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Brownfield Remediation Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Brownfield Remediation Program Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

**Statement of the Agreement**

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$300,000.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in Exhibit IV: Special Conditions, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
2. **Funding Source.** The Brownfield Remediation Program was established in House Bill 110 of the 134<sup>th</sup> General Assembly, codified in Ohio Revised Code section 122.6511 and found in the Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final 10% of funding until Grantee confirms matching funds are expended.



6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting**.
7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.
  - i. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements. The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.
  - ii. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
  - iii. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting**.
10. **Reports and Records.**
  - a. **Performance Reports.** Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
  - b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by his or her submission of each report required by Exhibit II that the information reported by Grantee is true, complete and correct.



11. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
12. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period of time.
13. **Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
- a. **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
  - b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 14, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
  - c. **Accounting systems** used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.
  - d. Grantee is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee must file with Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.

- e. **Minority Hiring Goal** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

#### 14. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
  - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
  - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - iv. Failure to spend matching funds, if applicable.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

#### 15. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.
- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.



- d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
  - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Liability.**
- a. **Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
19. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
20. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement
21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in



writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**22. Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**23. Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

**24. Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

**25. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.

**26. Miscellaneous.**

- a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
  - c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.
27. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
28. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
29. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
30. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
- a. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
    - i. In the case of Grantor, to:  
  
Ohio Department of Development  
Office of Energy and Environment  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief
    - ii. In the case of Grantee, to:  
  
Avon Lake  
150 Avon Belden Rd  
Avon Lake, Ohio

**Signature**

Avon Lake

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**Grantee:**

Avon Lake



Authorized Official



Printed Name:



Title:



Date:

**Grantor:**

State of Ohio, Department of Development

E-SIGNED by Matthew McClellan

on 2022-07-05 06:13:09 EST

By:

Matthew McClellan

Printed Name:

Assistant Director

Title:

2022-07-05 06:13:09 UTC

Date:

**EXHIBIT I**

**Scope of Work/Budget/Grant Application**

Project scope of work and budget is located within Grantor electronic application system (Salesforce).



## **EXHIBIT II**

### **Reporting**

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rational for the advance and anticipated uses. The rational should include supporting documentation for the requested costs.
2. **Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the third Friday at the end of each quarter. Program reports must include the following information:
  - a. Narrative summary of use of funds during the reporting period.
  - b. Update of outcomes projected in Grantee's Application. Examples may include an assessment initiated or completed, remediation work beginning on the site, additional testing completed and/or further development with the proposed end-use.
3. **Final Report:** A final project report must be submitted 15 days after the end of this Agreement.

### EXHIBIT III

Special Conditions may be included within this Grant Agreement as agreed upon by Grantee and Grantor.

# Brownfield Remediation Program



## Reimbursement Request Instructions

The procedures in this manual are applicable to programs administered by the Ohio Department of Development (Development). In no event shall a request for payment be submitted to obtain funds for activities until the applicable grant conditions, if any, have been satisfied. Failure to comply with this provision and the procedures as outlined in this manual, the grant agreement, or all applicable laws, may result in delayed payments or the suspension of the applicable award. Such action will be rescinded upon satisfactory proof that the conditions and procedures are satisfied.

You must have arranged for payment via EFT from the State of Ohio. If you do not have an existing EFT/Direct Deposit from the State of Ohio, please visit <https://supplier.ohio.gov/>. You will need to click on the *Don't have an account yet? Sign Up* link to start the process. Please ensure that you have submitted all requested forms via the online portal at least 30 days prior to submitting an invoice.

If you were not the individual that created the application and you need to access the *Reimbursement Request Tool* for your Brownfield Remediation Program application, log into your account by visiting: <https://development.force.com/ODSA/s/eegp>

# Brownfield Remediation Program



After you have logged in, enter your Federal Tax ID number (FEIN) and select *Continue*.

**Brownfield Remediation Program**

Welcome Do \_

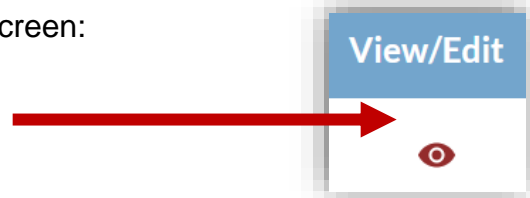
\* To start/view the Application, please enter your "Federal Tax ID" and click "Continue".

\* Federal Tax ID (e.g. xx-xxxxxxx)

xx-xxxxxxx

Continue →

Select the *View/Edit* button on the right-hand side of the screen:



After you have selected the appropriate approved application, select *Request Reimbursement* at the top of the page.

**Brownfield Remediation Program**

Back to Application List

Request Reimbursement

APPLICANT ORGANIZATION PROJECT INFORMATION PROJECT HISTORY PROJECT ACTIVITIES PROJECTED PROJECT OUTCOMES COSTS

# Brownfield Remediation Program



Confirm agency information is correct and select the *Click to Start / Continue Reimbursement Request* button.

The reimbursement screen will appear. Navigate to the activity dates in the top left corner.

Please enter the date range of the reporting period:

Date Activity Started: [12/2/2021] Date Activity Ended: [12/31/2021]

Line	Category	Amount	YTD Total	YTD Total	YTD Total	YTD Total	YTD Total	YTD Total	YTD Total	YTD Total
1	Administrative	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Engineering	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Environmental Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Investigation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Remediation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Monitoring	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Click to Start / Continue Reimbursement Request

Enter the activity start and end dates by utilizing the calendar view. Please note, the start date cannot begin after the end date.

Please enter the date range of the reporting period:

Date Activity Started: [12/2/2021] Date Activity Ended: [12/31/2021]

December 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

Today

# Brownfield Remediation Program



Complete all fields under column III (a) Requested Amount. Include any comments in column VIII and applicable documents in column VIII.

Select the *Upload* button to upload supporting documents.

Supporting documentation must be provided to receive a reimbursement of funds. Reimbursement is for approved expenditures following the start date of the grant period.

Supporting documentation may include:

- Signed contracts
- Approved invoices
- Verified and signed time sheets

If an entity is requesting funds for costs not yet paid, Development will need to review the following:

- Rationale for the upfront payment
- Signed agreement between parties confirming the upfront work

Approval of upfront payment requests may be limited to 20% of the total grant amount.

Select *Choose File* and upload the appropriate document on your computer.

Select *Add More Files*, if necessary. Once all files are added, select *Upload* to complete the document upload.



# Brownfield Remediation Program



Enter the Previous Reimbursement Request Information. If no funds have been previously requested amount, enter "0". The *Previous Reimbursement request not yet Received* is previously submitted requests that are not yet approved or received.

The *Total Cash Received For This Program* is the total from every request that was received.

Previous submissions can be viewed at the bottom of the page by selecting the print button.

Previous Months List			
	Month	Status	Print
	November, 2021	Not Submitted	Print

Once all fields have been completed, select the checkbox to certify the form.

<input type="checkbox"/>	I certify that all the transactions reported have been made in compliance with Federal, State and Local statutes and in accordance with the approved grant agreement.
--------------------------	---

Save the form and ensure there are no validation errors. Select *SUBMIT* to submit the form, *Print* to print the form for your records.

SUBMIT	Save	Home	Print
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# Brownfield Remediation Program



The print screen displays all agency and reimbursement information. The left-hand column shows the reimbursement calculations while the right displays who created/submitted the request as well as any purchase orders, disbursements, and vouchers.

<b><u>Brownfield Remediation Grant Cleanup/Remediation</u></b>			
Brownfield Remediation Grant# : ODSA--2021 -		Agency :	
Address :		City : Sidney	
State : Oh		Zip :	
Phone :		OAKS ID Number :	
Report Period : February, 2022		Allocated Funds :	
Details	Totals	Certification	
1. Brownfield Remediation Grant Award: \$2,815,000.00 I certify that all the transactions reported have been made in compliance with Federal, State and Local statutes and in accordance with the approved grant agreement.			
2. Total Cash Received:	\$0.00	February 25, 2022	
3. Reimbursements Previously Requested Not Yet Received:	\$0.00	Reimbursement Created By	Date
4. Total (Line 2 + Line 3):	\$0.00	February 25, 2022	
5. Advance Payment Amount:	\$0.00	Reimbursement Submitted By	Date
6. Carry Over (Prior Year):	\$0.00	--pending--	
7. Total (Line 4 - Line 5 + Line 6):	\$0.00	Reviewed By	Date
8. Enter Amount of Row 4.1 Column IV(b), Total Costs (Page 2 of 2):	\$809,654.88	--pending--	
9. Balance (Line 8-Line 7):	\$809,654.88	Final Approval	Date
10. Balance of Grant (Line 1 - Line 4):	\$2,815,000.00	PO #	Disbursement # Voucher#
11. Reimbursement Requested (Enter the amount of Line 9 or Line 10, whichever is less but not less than zero):	\$809,654.88	PO #	Disbursement # Voucher#
12. Draw Down Balance:	\$2,005,345.12	PO #	Disbursement # Voucher#
13. Match Funds:	\$0.00		

# Brownfield Remediation Program



The second page of the print screen displays the breakdown of the reimbursement request.

Brownfield Remediation Grant# : ODSA--2021 -					Agency :			
Address :					City : Sidney			
State : Oh					Zip :			
Phone :					OAKS ID Number :			
Report Period : February, 2022					Allocated Funds : \$2,815,000.00			

(I)	(II)	(III) Expenditures for this Reporting Period	(IV) Year to Date Expenditure		(V)	(VI)	(IV) Year to Date Expenditure	(VII)
Cost Categories	Approved Budget	(a) Requested Amount	(a) Requested Amount History	(b) Year To Date Total	Grant Balance	Match Funds	(a) Match Funds History	Comments
1. Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2. Environmental Issuance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. Clearance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4. Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5. Demolition	\$1,815,000.00	\$500,654.88	\$500,654.88	\$500,654.88	\$1,314,345.12	\$0.00	\$0.00	
6. Infrastructure	\$350,000.00	\$76,000.00	\$76,000.00	\$76,000.00	\$274,000.00	\$0.00	\$0.00	
7. Cleanup Remediation	\$400,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$0.00	\$0.00	
8. Administrative	\$250,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$217,000.00	\$0.00	\$0.00	
<b>Grand Total</b>	<b>\$2,815,000.00</b>	<b>\$809,654.88</b>	<b>\$809,654.88</b>	<b>\$809,654.88</b>	<b>\$2,005,345.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>% of Budget Utilized</b>			28.76%					

<b>Previous Reimbursement :</b>	
Previous Reimbursement request not yet Received : \$0.00	
Total Cash Received YTD: \$0.00	