

RESOLUTION 22 - 32, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PATRIOT ENGINEERING FOR VOLUNTARY ENVIRONMENTAL INSPECTION AND ASSESSMENTS OF CERTAIN PROPERTIES IN THE PLAINVILLE BUSINESS DISTRICT, INCLUDING THE FORMER FIREHOUSE AT 6904 MURRAY AVE., DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY

WHEREAS, the Columbia Township Board of Trustees desires to contract for professional environmental engineering services to perform inspections and assessments on certain properties, with owner permission, in the Plainville Business District including the Township-owned vacant Madison Place Firehouse; and

WHEREAS, the Firehouse re-development is part of the Township's plan to bring new investment to, and new businesses and activity to, the Plainville Business District as part of enhancing the historic Madison Place neighborhood; and

WHEREAS, the Ohio Environmental Protection Agency requires that the owner or operator of a facility, prior to demolition or renovation activity, must determine the extent of asbestos-containing materials; and

WHEREAS, the Township, also as part of its investment in the Plainville Business District to promote reuse or redevelopment of vacant or underutilized properties, has previously contracted for environmental assessments on various properties in the business district with owner permission, and currently seeks to have comprehensive environmental assessments performed with owner permission for 6896 Murray Ave. and 6805 Cambridge Ave ("Additional Properties"); and

WHEREAS, Patriot Engineering, 5300 DuPont Circle, Milford, Ohio, 45150 is an environmental engineering company that proposes to perform Preliminary Asbestos Inspections for all three properties for a cost of \$12,700, and Phase 1 Environmental assessments for Additional Properties for a cost of \$17,300; and

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading; and

WHEREAS, this is an emergency resolution necessary for the immediate preservation of the public peace, health, safety, or welfare of the Township; the reason for the emergency being the immediate need to authorize the Administrator to enter into the contract with Patriot Engineering and to take other steps as necessary at the soonest possible time to meet the Madison Place Firehouse redevelopment project schedule and to consider options for future reuse/redevelopment of Additional Properties.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby


Passed, this 14th day of June, 2022

RESOLUTION 22 - 32, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

authorizes the Administrator to enter into a contract with Patriot Engineering for up to \$30,000 for Preliminary Asbestos Inspections and Phase I Environmental Assessments including Limited Subsurface Investigations.

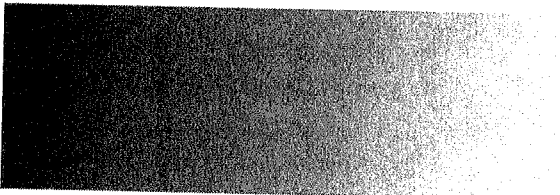
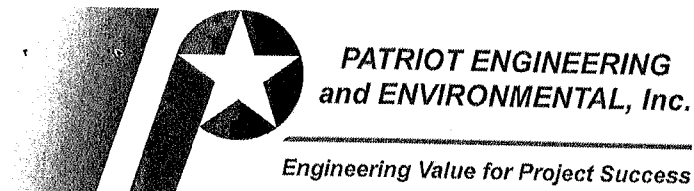
Motion to accept Resolution made by: MR. KUBICKI

Seconded by: MS. HUGHES

TRUSTEE	Voting	Signature	Date
David Kubicki	<u>yes</u>		<u>06/14/2022</u>
Susan Hughes	<u>yes</u>	<u>Susan Hughes</u>	<u>06/14/2022</u>
Brian Lamar	<u>yes</u>	<u>Brian Lamar</u>	<u>06/14/2022</u>

ATTEST: Caroline B. Heekin 06/14/2022
Caroline Heekin, Fiscal Office

Passed, this 14th day of June, 2022



June 8, 2022

Ms. Melissa Taylor, Administrator
Columbia Township
5686 Kenwood Road
Cincinnati, Ohio 45227

RE: Proposal for Environmental Services
Phase I Environmental Site Assessment (ESA), Pre-Demolition Asbestos
Inspection, and Limited Subsurface Investigation
Commercial Building
6805 Cambridge Avenue
Cincinnati, Hamilton County, Ohio

Dear Ms. Taylor:

Thank you for contacting Patriot Engineering and Environmental, Inc. (*Patriot*) for your property due diligence needs. We appreciate the opportunity to submit our proposal to provide a Phase I Environmental Site Assessment (ESA), Pre-demolition Asbestos Inspection (PAI), and Limited Subsurface Investigation (LSI) for the property located at 6805 Cambridge Avenue, Cincinnati, Hamilton County, Ohio (Site). *Patriot* understands that the Site is composed of a single parcel of land (Hamilton County Parcel ID #520-0171-0195-00) comprising 0.349-acre of land. *Patriot* understands that the request for services is based on a potential transaction involving the Site. The following paragraphs detail the proposed scope of work and present the fees associated with the assessment.

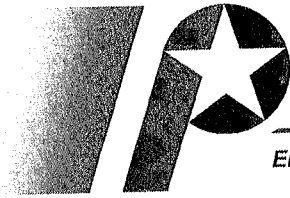
SCOPE OF WORK

Task 1: Phase I Environmental Site Assessment – All Appropriate Inquiry (ESA-AAI)

Patriot will conduct an ESA in accordance with the ASTM International (ASTM) Standard E1527-21, Standard Practice for Environmental Site Assessments, which complies with the United States Environmental Protection Agency's (USEPA) Standards for Conducting All Appropriate Inquiries (AAI) presented in 40 CFR 312. The purpose of the assessment is to identify "recognized environmental conditions" (RECs) associated with the Subject Property. ASTM E1527-21 defines a REC as "(1) the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the subject property under conditions that pose a material threat of a future release to the environment." The Phase I ESA is also intended to satisfy all appropriate inquiry requirements

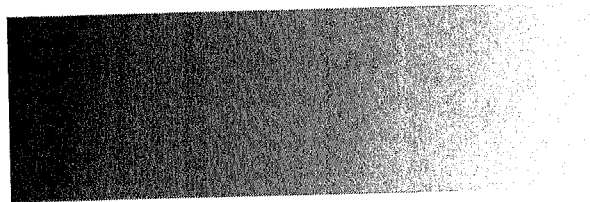
5300 DUPONT CIRCLE, SUITE D, MILFORD, OHIO 45150
PH. 513-817-1600 • WEB WWW.PATRIOTENG.COM

INDIANA - BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE
KENTUCKY - LOUISVILLE, OHIO - CINCINNATI, DAYTON



**PATRIOT ENGINEERING
and ENVIRONMENTAL, Inc.**

Engineering Value for Project Success



June 8, 2022

Ms. Melissa Taylor, Administrator
Columbia Township
5686 Kenwood Road
Cincinnati, Ohio 45227

RE: Proposal for Pre-Demolition Asbestos Inspection
Firehouse
6905 Murray Avenue
Cincinnati, OH

Dear Ms. Taylor:

Thank you for contacting Patriot Engineering and Environmental, Inc. (*Patriot*) for your environmental due diligence needs. We appreciate the opportunity to submit our proposal to conduct a Pre-Demolition Asbestos Inspection of the building located at 6905 Murray Avenue in Cincinnati, Hamilton County, Ohio (hereafter referred to as the Site). *Patriot* understands that the building is located on one parcel (Hamilton County Parcel ID #520-0171-0218-00) comprising 0.112-acre of land. This proposal details *Patriot's* proposed scope of work and associated fees.

Scope of Work

Pre-Demolition Asbestos Inspection

While preparing for any renovation or demolition project, you should be aware that Section 61.145(a) of the November 20, 1990 National Emission Standards for Hazardous Air Pollutants (NESHAP); Asbestos NESHAP Revision, Final Rule issued by the Environmental Protection Agency, requires that "... the owner or operator of a demolition or renovation activity, and prior to the commencement of the demolition or renovation activity, thoroughly inspect the affected facility, or part of the facility where renovation or demolition will occur, for the presence of asbestos ...".

The first step in this process is the determination of the quantities, types, and exact locations of asbestos-containing materials within the buildings. *Patriot* has prepared this proposal for providing those services necessary to determine the extent of asbestos-containing building materials.

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The proposed inspection will be performed by an Ohio Environmental Protection Agency Certified Asbestos Hazard Evaluation Specialist using the requirements specified in the Asbestos Hazard Emergency Response Act (40 CFR Part 763, Subpart E). Although this regulation presently applies only to primary and secondary schools, it is regarded as the best available technology for identifying asbestos-containing building materials in buildings of any type.

To assist with insuring that the goals associated with this project are accomplished in a timely and professional manner, *Patriot* proposes the following scope of work:

- *Patriot* will conduct comprehensive pre-demolition asbestos inspections of a one-story firehouse building (7,263 ft²) located at 6904 Murray Avenue to positively identify and quantify accessible Regulated Asbestos Containing Material (RACM) or Category II asbestos-containing building materials (ACBM).
- *Patriot* will touch potential ACBM to determine its friability. (A material is considered friable if it can be crushed by hand pressure; if it cannot, it is non-friable).
- *Patriot* will identify accessible homogeneous areas of suspect RACM and Category II materials. *Patriot* will identify homogeneous areas of friable and nonfriable ACBM and differentiate between asbestos-containing materials required to be removed prior to demolition and those that may be left in place during demolition activities. Asbestos-containing building materials such as floor tile, mastics, and roofing may be left in-place during demolition activities and will not be sampled as part of this inspection. Materials such as floor tile, mastics, and roofing may be left in-place during demolition if the demolition debris is not compacted or pulverized. *Patriot* assumes that the building at the Site will be removed and disposed of as construction debris. If the demolition debris will be crushed, used for backfill, or the asbestos-containing nonfriable materials will be rendered friable, *Patriot* will recommend that all Category I nonfriable materials be removed prior to demolition.
- *Patriot* will collect representative bulk samples of accessible suspect sources of RACM and Category II materials as required to document the presence or absence of asbestos in the suspect materials and record the sampling locations for documentation in the inspection report.
- An appropriate number bulk sample layers will be collected and submitted to an accredited laboratory for a one-week analytical turnaround time (TAT). Analysis for asbestos will be performed by Polarized-Light Microscopy (PLM) and

dispersion staining in accordance with the prescribed EPA analytical protocol. The independent analytical laboratory shall be accredited by the EPA for bulk sample analysis through the National Voluntary Lab Accreditation Program (NVLAP), which is administered by the National Institute of Standards & Technology. Current Occupational Safety & Health Administration (OSHA) regulations require that laboratories analyzing bulk samples for the presence of asbestos participate in a nationally recognized quality assurance program, such as NVLAP.

- *Patriot* will prepare a technical report of the findings of the inspection that identify and inventory accessible RACM and Category II materials and results of analytical data.

Project Schedule

Patriot's standard turnaround time for completion of the Asbestos Inspection is fifteen business days following your authorization to proceed. Preliminary findings will be verbally provided upon completion of the Site Reconnaissance and regulatory agency records review. Please contact the undersigned *Patriot* personnel if a different completion date is required.

Project Fees

The lump sum cost for the above-described scope of work is **\$4,800.00**. This fee includes all charges for labor, travel and expenses, report generation, and asbestos lab analyses of up to 40 sample layers on a one-week TAT. If it is determined that additional samples are necessary to adequately characterize conditions at the Site, an additional \$10.00/sample layer will be incurred. Please note that this fee does not include any costs associated with point count analyses. No work beyond the aforementioned scope of work will be performed without prior authorization.

Authorization to Proceed

Patriot will initiate project activities upon receipt of the completed, attached Proposal Acceptance Agreement. In addition, *Patriot's* attached Terms and Conditions are an integral part of this proposal.

Related Services

Patriot is a diverse engineering firm providing environmental, geotechnical, and construction materials testing services. *Patriot* offers numerous other services that may

be important to you relative to a property transaction or development. These services include, but are not limited to:

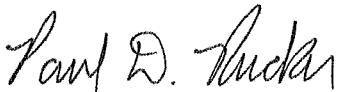
- Geotechnical engineering investigations to determine the suitability of the property for construction and to obtain data for foundation design;
- Geophysical surveys to identify subsurface structures;
- Wetlands identification, delineation, and mitigation;
- Asbestos, lead-based paint and mold assessments, delineation and abatement for existing structures; and
- Construction materials testing and inspection services (Soils, Concrete, Masonry, Asphalt, Structural Steel and Roofing) during construction to ensure specification compliance.

We would be happy to provide you with additional information regarding these or other Patriot services, or to provide a proposal for these additional services.


If you have any questions regarding this proposal or require additional information, please do not hesitate to contact either of the undersigned at (513) 817-1600 (office). Your authorization to proceed can be returned via fax to (937) 847-9720, or to my email (mweinstein@patrioteng.com).

Once again, thank you for this opportunity to provide you with this proposal.

Sincerely,
Patriot Engineering and Environmental, Inc.



Paul D. Rucker, PG
Senior Project Manager



Michael D. Weinstein, PG, CP
Regional Environmental Manager

Attachments:

- Proposal Acceptance Agreement
- Terms & Conditions

ATTACHMENTS

Attachment 1 Acceptance Form

Attachment 2 Terms and Conditions

Attachment 1
Acceptance Form



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
5300 DUPONT CIRCLE, SUITE D
MILFORD, OHIO 45150

Telephone: (937) 847-9720 Email: mweinstein @patrioteng.com

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Firehouse Pre-Demo Asbestos Inspection
Project Location: 6904 Murray Avenue, Cincinnati, Ohio
Description of Services: Pre-Demolition Asbestos Inspection
Patriot Proposal: _____

APPROVAL & PAYMENT OF CHARGES – Invoices will be charged and mailed to the account of:

Client: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone/Email: _____

COST INFORMATION

LUMP SUM FEE:
Firehouse Building 6904 Murray Avenue Pre-Demolition Asbestos Inspection..... \$ 4,800
TOTAL.....\$ 4,800

PAYMENT TERMS: Payable Upon Receipt.

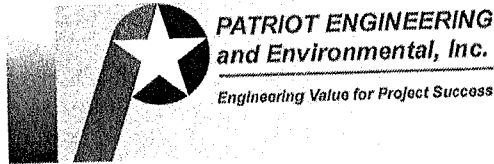
NOTICE: This AGREEMENT together with *Patriot's* proposal and the attached Terms & Conditions constitute the entire agreement between the Client and *Patriot* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY:

PRINTED NAME: _____

TITLE: _____ DATE: _____

Attachment 2
Terms and Conditions



TERMS AND CONDITIONS

1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT'S* recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT'S* duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT'S* project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT'S* proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT'S* work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT'S* proposed and contracted scope of work.



19. RETESTING AND RE-MONITORING

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonable decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of



transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017

for a purchaser to qualify for the landowner liability protection (LLP) limitations on Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA or Superfund) liability.

The Phase I ESA will include a search of pertinent historic records regarding the past use and development of the Subject Property and adjoining properties, a review of available regulatory agency records for the Subject Property and properties within the ASTM-specified search distances, a Site Reconnaissance of the Subject Property, and interviews with personnel who may have knowledge of the Subject Property.

A Phase I ESA does not include any media sampling or any chemical analysis. *Patriot* assumes no responsibility for environmental concerns, which may exist and are not visually apparent during the Subject Property inspection or available from record searches.

Required Information for Phase I ESA

The ESA process requires the environmental professional to contact the current and/or previous owner, operator, and/or major tenant of the Subject Property. In addition, a key Subject Property manager or persons knowledgeable of the Subject Property (e.g., superintendent, maintenance manager, and/or supervisor) should be available for interview during the Site Reconnaissance if applicable. *Patriot* will require names and contact information in order to reach these persons by email or telephone (if known and/or available).

Patriot will also require a plan, drawing, or survey showing the location of the Subject Property, the Subject Property boundaries, and the nearest crossroads, if available.

In addition, *Patriot* will require the completion of the attached User Questionnaire to the best of your ability. Additionally, the current owner, operator, tenant and/or previous owner(s) should also complete the attached Owner/Operator Questionnaire.

Finally, the Phase I ESA user is responsible for providing *Patriot* land title records that describe any environmental liens or Activity Use Limitations (AULs) through a Preliminary Title Report/Title Commitment, or through a Condition of Title Report/AUL-Environmental Lien Title Report. According to the ASTM E1527-21 Standard, these records must be reviewed back to at least 1980.

Please note that if the Owner Questionnaire or the land title records are not provided to Patriot by the user or procured by Patriot on behalf of the user, the ESA report may identify these omissions as "significant data gaps" that "warrant further investigation". The ESA report may also note that Patriot is not liable for potential Subject Property contamination associated with the significant data gaps since the omission of integral documentation could impede the ability to identify if RECs exist.

Components of the Phase I ESA will be available beginning within about 5 days of receiving the authorization to proceed, and we estimate the comprehensive report can be issued in approximately 10 to 15 business days of receiving authorization.

Task 2: Pre-Demolition Asbestos Inspection

While preparing for any renovation or demolition project, you should be aware that Section 61.145(a) of the November 20, 1990 National Emission Standards for Hazardous Air Pollutants (NESHAP); Asbestos NESHAP Revision, Final Rule issued by the Environmental Protection Agency, requires that "... the owner or operator of a demolition or renovation activity, and prior to the commencement of the demolition or renovation activity, thoroughly inspect the affected facility, or part of the facility where renovation or demolition will occur, for the presence of asbestos ...".

The first step in this process is the determination of the quantities, types, and exact locations of asbestos-containing materials within the buildings. *Patriot* has prepared this proposal for providing those services necessary to determine the extent of asbestos-containing building materials.

The proposed inspection will be performed by an Ohio Environmental Protection Agency Certified Asbestos Hazard Evaluation Specialist using the requirements specified in the Asbestos Hazard Emergency Response Act (40 CFR Part 763, Subpart E). Although this regulation presently applies only to primary and secondary schools, it is regarded as the best available technology for identifying asbestos-containing building materials in buildings of any type.

To assist with insuring that the goals associated with this project are accomplished in a timely and professional manner, *Patriot* proposes the following scope of work:

- *Patriot* will conduct comprehensive pre-demolition asbestos inspections of a two-story commercial building (6,605 ft²) located at 6805 Cambridge Avenue to positively identify and quantify accessible Regulated Asbestos Containing Material (RACM) or Category II asbestos-containing building materials (ACBM).
- *Patriot* will touch potential ACBM to determine its friability. (A material is considered friable if it can be crushed by hand pressure; if it cannot, it is non-friable).
- *Patriot* will identify accessible homogeneous areas of suspect RACM and Category II materials. *Patriot* will identify homogeneous areas of friable and nonfriable ACBM and differentiate between asbestos-containing materials required to be removed prior to demolition and those that may be left in place during demolition activities. Asbestos-containing building materials such as floor tile, mastics, and roofing may be left in-place during demolition activities and will not be sampled as part of this inspection. Materials such as floor tile, mastics, and roofing may be left in-place during demolition if the demolition debris is not compacted or pulverized. *Patriot* assumes that the building at the Site will be removed and disposed of as construction debris. If the demolition debris will be crushed, used for backfill, or the asbestos-containing nonfriable materials will be

rendered friable, *Patriot* will recommend that all Category I nonfriable materials be removed prior to demolition.

- *Patriot* will collect representative bulk samples of accessible suspect sources of RACM and Category II materials as required to document the presence or absence of asbestos in the suspect materials and record the sampling locations for documentation in the inspection report.
- An appropriate number of bulk sample layers will be collected and submitted to an accredited laboratory for a one-week analytical turnaround time (TAT). Analysis for asbestos will be performed by Polarized-Light Microscopy (PLM) and dispersion staining in accordance with the prescribed EPA analytical protocol. The independent analytical laboratory shall be accredited by the EPA for bulk sample analysis through the National Voluntary Lab Accreditation Program (NVLAP), which is administered by the National Institute of Standards & Technology. Current Occupational Safety & Health Administration (OSHA) regulations require that laboratories analyzing bulk samples for the presence of asbestos participate in a nationally recognized quality assurance program, such as NVLAP.
- *Patriot* will prepare a technical report of the findings of the inspection that identify and inventory accessible RACM and Category II materials and results of analytical data.

We estimate the pre-demolition asbestos inspection report can be issued in approximately 10 business days of receiving authorization.

Task 3: Limited Subsurface Investigation

Information provided by the client indicates that historical environmental assessment activities in the area surrounding the Site identified soil and groundwater impact believed to be associated with a dry-cleaning facility located on an adjacent property. Consequently, *Patriot* is proposing to complete an LSI on the Site to determine if soil and/or groundwater could potentially be impacted. The proposed LSI activities involve completion of two (2) soil borings in areas as close as possible to the dry-cleaning facility. If groundwater is encountered in the proposed borings, groundwater samples will be collected. The proposed scope of work for the LSI is outlined in the following paragraphs:

Health and Safety Plan-Utility Clearance

Patriot will prepare a Site-specific Health and Safety Plan (HASP) prior to implementation of the project. This HASP will be written to comply with the requirements of the Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120) and the Personal Protective Equipment regulations (29 CFR 1910.132). All activities covered by this HASP will be conducted in complete compliance with this HASP and with all applicable federal, state, and local health and safety regulations. All Site personnel involved with the investigation

will be required to read and sign the HASP prior to beginning work to acknowledge that they understand the contents of the plan and will abide by its requirements.

No later than 48 hours prior to intrusive activities, Patriot will contact the public utility locator (Ohio Utility Protection Service) to arrange for public utility locates at the Property.

Certification / Safety Training

All *Patriot* employees working on this project will have participated in mandatory hazard communication (HAZCOM) training. Additionally, employees engaging in work activities involving exposure to hazardous chemicals will have received OSHA 40-hour HAZWOPER instruction with annual 8-hour refresher training.

Soil and Groundwater Assessment

In order to investigate potential impact in soil and/or groundwater at the Site, Patriot proposes to complete an LSI consisting of the following activities:

1. Clear all underground utilities,
2. Drill and sample two (2) soil borings. The soil borings will generally be completed to approximately 15 to 25 feet below ground surface (bgs). Soil borings will be completed using direct push and/or hollow stem auger drilling and sampling methods. If groundwater is encountered in the soil borings, a maximum of two (2) temporary monitoring wells will be constructed in the borings to facilitate collection of groundwater samples.
3. One (1) soil sample from each soil boring will be selected for analysis on the basis of headspace readings, staining, odors, or other indications of potential impact. The selected soil samples will be submitted to an Ohio EPA Voluntary Action Program (VAP) certified laboratory for analysis of Volatile Organic Compounds (VOCs) by U.S EPA Method 8260 (2 soil samples).
4. If groundwater is encountered in the borings and temporary monitoring wells constructed, the wells will be developed and sampled. The groundwater samples (if collected) from the wells will be submitted for analysis of VOCs by U.S. EPA Method 8260 (2 groundwater samples).
5. Evaluate certified laboratory reports and compare analytical results to appropriate standards, and
6. Prepare a Limited Subsurface Investigation report.

Unless otherwise directed, all of the samples submitted to the laboratory will be analyzed on a standard turn-around basis, which is approximately 10 business days. If expedited turn-around is required (i.e., 24-hours, as feasible), a surcharge of up to 100% of the analytical costs will be required.

Results of the soil and groundwater analyses will be compared to current Ohio EPA Voluntary Action Program (VAP) generic numerical standards.

Upon completion of LSI activities and receipt of the laboratory analytical results, *Patriot* will prepare an LSI Report that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features, as well as soil boring/temporary well locations;
- Analytical laboratory results;
- Data evaluation and presentation of findings; and,
- Recommendations for further evaluation if necessary.

We estimate that the LSI report can be issued within approximately 10 to 15 business days after receiving laboratory analytical results.

PROJECT SCHEDULE

The work can begin immediately upon receiving your written authorization to proceed. Completion of the work and issuance of reports are described in the individual tasks detailed above.

PROJECT FEES

The lump sum costs for the above-described scope of work is:

1. Phase I ESA-AAI.....	\$ 2,400
2. Pre-Demolition Asbestos Inspection	\$ 4,200
3. Limited Subsurface Inspection	\$ 6,400
TOTAL COST.....	\$ 13,000

This fee includes all charges for labor, travel and expenses, report preparation, and project management and coordination.

SCOPE LIMITATIONS AND REQUESTED INFORMATION

No work above and beyond the scope of work described in this proposal will be performed without your written authorization. Performing our scope of work depends in part on the information provided. In summary we request the following items for the Phase I ESA task, if available, to assist us in performing our scope of work:

1. Complete the User Questionnaire
2. Provide a copy of a chain of title or title insurance policy

AUTHORIZATION TO PROCEED

Patriot will initiate project activities upon receipt of the completed, attached Proposal Acceptance Agreement. *Patriot's* Terms and Conditions (attached) are applicable to this Scope of Work. The failure of the client to complete a business transaction for any reason (including but not limited to unfavorable site conditions, the presence of hazardous materials or any other influencing factors discovered by *Patriot* during the execution of the work) shall in no way remove the client's obligation to pay *Patriot* for the services rendered.

If you have any questions regarding this proposal or require additional information, please don't hesitate to contact either of the undersigned at 513-817-1600 (office). Your authorization to proceed can be returned via fax to (937) 847-9720, or at mweinstein@patrioteng.com.

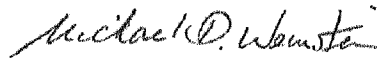
Once again, *Patriot* appreciates your consideration and thanks you for this opportunity to provide you with this proposal.

Sincerely,

Patriot Engineering and Environmental, Inc.



Paul D. Rucker, PG
Senior Project Manager



Michael D. Weinstein, PG, CP
Regional Environmental Manager

Attachments:

- Proposal Acceptance Agreement
- Phase I ESA User & Owner/Operator Questionnaires
- Terms and Conditions

ATTACHMENTS

Attachment 1 Acceptance Form

Attachment 2 Terms and Conditions

Attachment 1
Acceptance Form



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
6300 DUPONT CIRCLE, SUITE D
MILFORD, OHIO 45150

telephone: 513-817-1600 fax: 937-847-9720 email: mweinstein@patrioteng.com

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Cambridge Avenue Commercial Building
Project Location: 6805 Cambridge Avenue, Cincinnati, Hamilton County, OH
Description of Services: Phase I ESA, Pre-Demolition Asbestos Inspection, and Limited
Subsurface Investigation
Patriot Proposal: _____

APPROVAL & PAYMENT OF CHARGES - Invoices will be charged and mailed to the account of:

Firm: _____
Address: _____
City, State, Zip: _____
Attention: _____
Telephone _____
Email: _____

LUMP SUM FEES:	
PHASE I ESA TOTAL COST.....	\$ 2,400
PRE-DEMOLITION ASBESTOS SURVEY.....	\$ 4,200
Limited Subsurface Investigation.....	\$ 6,400
TOTAL.....	\$13,000

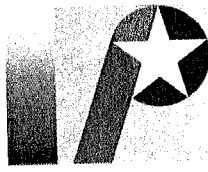
PAYMENT TERMS: Payable Upon Receipt.

NOTICE: This AGREEMENT together with PATRIOTS proposal and the attached Terms & Conditions constitute the entire agreement between the Client and PATRIOT and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: _____

TITLE: _____ DATE: _____

Attachment 2
Terms and Conditions



TERMS AND CONDITIONS

1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT'S* recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT'S* duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT'S* project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT'S* proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT'S* work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT'S* proposed and contracted scope of work.



19. RETESTING AND RE-MONITORING

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT'S services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of



transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

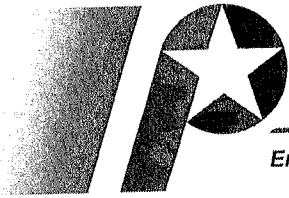
28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017



**PATRIOT ENGINEERING
and ENVIRONMENTAL, Inc.**

Engineering Value for Project Success

June 8, 2022

Ms. Melissa Taylor, Administrator
Columbia Township
5686 Kenwood Road
Cincinnati, Ohio 45227

**RE: Proposal for Environmental Services
Phase I Environmental Site Assessment (ESA), Pre-Demolition Asbestos
Inspection, and Limited Subsurface Investigation
Commercial Building
6896 Murray Avenue
Cincinnati, Hamilton County, Ohio**

Dear Ms. Taylor:

Thank you for contacting Patriot Engineering and Environmental, Inc. (*Patriot*) for your property due diligence needs. We appreciate the opportunity to submit our proposal to provide a Phase I Environmental Site Assessment (ESA), Pre-demolition Asbestos Inspection (PAI), and Limited Subsurface Investigation (LSI) for the property located at 6896 Murray Avenue, Cincinnati, Hamilton County, Ohio (Site). *Patriot* understands that the Site is composed of a single parcel of land (Hamilton County Parcel ID #520-0171-0215-00) comprising 0.153-acre of land. *Patriot* understands that the request for services is based on a potential transaction involving the Site. The following paragraphs detail the proposed scope of work and present the fees associated with the assessment.

SCOPE OF WORK

Task 1: Phase I Environmental Site Assessment – All Appropriate Inquiry (ESA-AAI)

Patriot will conduct an ESA in accordance with the ASTM International (ASTM) Standard E1527-21, Standard Practice for Environmental Site Assessments, which complies with the United States Environmental Protection Agency's (USEPA) Standards for Conducting All Appropriate Inquiries (AAI) presented in 40 CFR 312. The purpose of the assessment is to identify "recognized environmental conditions" (RECs) associated with the Subject Property. ASTM E1527-21 defines a REC as "(1) the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the subject property under conditions that pose a material threat of a future release to the environment.". The Phase I ESA is also intended to satisfy all appropriate inquiry requirements

5300 DUPONT CIRCLE, SUITE D, MILFORD, OHIO 45150
PH. 513-817-1600 • WEB WWW.PATRIOTENG.COM

INDIANA - BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE
KENTUCKY - LOUISVILLE, OHIO - CINCINNATI, DAYTON

for a purchaser to qualify for the landowner liability protection (LLP) limitations on Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA or Superfund) liability.

The Phase I ESA will include a search of pertinent historic records regarding the past use and development of the Subject Property and adjoining properties, a review of available regulatory agency records for the Subject Property and properties within the ASTM-specified search distances, a Site Reconnaissance of the Subject Property, and interviews with personnel who may have knowledge of the Subject Property.

A Phase I ESA does not include any media sampling or any chemical analysis. *Patriot* assumes no responsibility for environmental concerns, which may exist and are not visually apparent during the Subject Property inspection or available from record searches.

Required Information for Phase I ESA

The ESA process requires the environmental professional to contact the current and/or previous owner, operator, and/or major tenant of the Subject Property. In addition, a key Subject Property manager or persons knowledgeable of the Subject Property (e.g., superintendent, maintenance manager, and/or supervisor) should be available for interview during the Site Reconnaissance if applicable. *Patriot* will require names and contact information in order to reach these persons by email or telephone (if known and/or available).

Patriot will also require a plan, drawing, or survey showing the location of the Subject Property, the Subject Property boundaries, and the nearest crossroads, if available.

In addition, *Patriot* will require the completion of the attached User Questionnaire to the best of your ability. Additionally, the current owner, operator, tenant and/or previous owner(s) should also complete the attached Owner/Operator Questionnaire.

Finally, the Phase I ESA user is responsible for providing *Patriot* land title records that describe any environmental liens or Activity Use Limitations (AULs) through a Preliminary Title Report/Title Commitment, or through a Condition of Title Report/AUL-Environmental Lien Title Report. According to the ASTM E1527-21 Standard, these records must be reviewed back to at least 1980.

Please note that if the Owner Questionnaire or the land title records are not provided to Patriot by the user or procured by Patriot on behalf of the user, the ESA report may identify these omissions as "significant data gaps" that "warrant further investigation". The ESA report may also note that Patriot is not liable for potential Subject Property contamination associated with the significant data gaps since the omission of integral documentation could impede the ability to identify if RECs exist.

Components of the Phase I ESA will be available beginning within about 5 days of receiving the authorization to proceed, and we estimate the comprehensive report can be issued in approximately 10 to 15 business days of receiving authorization.

Task 2: Pre-Demolition Asbestos Inspection

While preparing for any renovation or demolition project, you should be aware that Section 61.145(a) of the November 20, 1990 National Emission Standards for Hazardous Air Pollutants (NESHAP); Asbestos NESHAP Revision, Final Rule issued by the Environmental Protection Agency, requires that " ... the owner or operator of a demolition or renovation activity, and prior to the commencement of the demolition or renovation activity, thoroughly inspect the affected facility, or part of the facility where renovation or demolition will occur, for the presence of asbestos ... ".

The first step in this process is the determination of the quantities, types, and exact locations of asbestos-containing materials within the buildings. *Patriot* has prepared this proposal for providing those services necessary to determine the extent of asbestos-containing building materials.

The proposed inspection will be performed by an Ohio Environmental Protection Agency Certified Asbestos Hazard Evaluation Specialist using the requirements specified in the Asbestos Hazard Emergency Response Act (40 CFR Part 763, Subpart E). Although this regulation presently applies only to primary and secondary schools, it is regarded as the best available technology for identifying asbestos-containing building materials in buildings of any type.

To assist with insuring that the goals associated with this project are accomplished in a timely and professional manner, *Patriot* proposes the following scope of work:

- *Patriot* will conduct comprehensive pre-demolition asbestos inspections of a one-story commercial building (1,740 ft²) located at 6896 Murray Avenue to positively identify and quantify accessible Regulated Asbestos Containing Material (RACM) or Category II asbestos-containing building materials (ACBM).
- *Patriot* will touch potential ACBM to determine its friability. (A material is considered friable if it can be crushed by hand pressure; if it cannot, it is non-friable).
- *Patriot* will identify accessible homogeneous areas of suspect RACM and Category II materials. *Patriot* will identify homogeneous areas of friable and nonfriable ACBM and differentiate between asbestos-containing materials required to be removed prior to demolition and those that may be left in place during demolition activities. Asbestos-containing building materials such as floor tile, mastics, and roofing may be left in-place during demolition activities and will not be sampled as part of this inspection. Materials such as floor tile, mastics, and roofing may be left in-place during demolition if the demolition debris is not compacted or pulverized. *Patriot* assumes that the building at the Site will be removed and disposed of as construction debris. If the demolition debris will be crushed, used for backfill, or the asbestos-containing nonfriable materials will be

rendered friable, *Patriot* will recommend that all Category I nonfriable materials be removed prior to demolition.

- *Patriot* will collect representative bulk samples of accessible suspect sources of RACM and Category II materials as required to document the presence or absence of asbestos in the suspect materials and record the sampling locations for documentation in the inspection report.
- An appropriate number of bulk sample layers will be collected and submitted to an accredited laboratory for a one-week analytical turnaround time (TAT). Analysis for asbestos will be performed by Polarized-Light Microscopy (PLM) and dispersion staining in accordance with the prescribed EPA analytical protocol. The independent analytical laboratory shall be accredited by the EPA for bulk sample analysis through the National Voluntary Lab Accreditation Program (NVLAP), which is administered by the National Institute of Standards & Technology. Current Occupational Safety & Health Administration (OSHA) regulations require that laboratories analyzing bulk samples for the presence of asbestos participate in a nationally recognized quality assurance program, such as NVLAP.
- *Patriot* will prepare a technical report of the findings of the inspection that identify and inventory accessible RACM and Category II materials and results of analytical data.

We estimate the pre-demolition asbestos inspection report can be issued in approximately 10 business days of receiving authorization.

Task 3: Limited Subsurface Investigation

Information provided by the client indicates that historical environmental assessment activities in the area surrounding the Site identified soil and groundwater impact believed to be associated with a dry-cleaning facility located on an adjacent property. Consequently, *Patriot* is proposing to complete an LSI on the Site to determine if soil and/or groundwater could potentially be impacted. The proposed LSI activities involve completion of one soil boring in an area as close as possible to the dry-cleaning facility. If groundwater is encountered in the proposed boring, a groundwater sample will be collected. The proposed scope of work for the LSI is outlined in the following paragraphs:

Health and Safety Plan-Utility Clearance

Patriot will prepare a Site-specific Health and Safety Plan (HASP) prior to implementation of the project. This HASP will be written to comply with the requirements of the Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120) and the Personal Protective Equipment regulations (29 CFR 1910.132). All activities covered by this HASP will be conducted in complete compliance with this HASP and with all applicable federal, state, and local health and safety regulations. All Site personnel involved with the investigation

will be required to read and sign the HASP prior to beginning work to acknowledge that they understand the contents of the plan and will abide by its requirements.

No later than 48 hours prior to intrusive activities, Patriot will contact the public utility locator (Ohio Utility Protection Service) to arrange for public utility locates at the Property.

Certification / Safety Training

All *Patriot* employees working on this project will have participated in mandatory hazard communication (HAZCOM) training. Additionally, employees engaging in work activities involving exposure to hazardous chemicals will have received OSHA 40-hour HAZWOPER instruction with annual 8-hour refresher training.

Soil and Groundwater Assessment

In order to investigate potential impact in soil and/or groundwater at the Site, Patriot proposes to complete an LSI consisting of the following activities:

1. Clear all underground utilities,
2. Drill and sample one (1) soil boring. The soil boring will be completed to approximately 15 to 25 feet below ground surface (bgs). The soil boring will be completed using direct push and/or hollow stem auger drilling and sampling methods. If groundwater is encountered in the soil boring, a temporary monitoring well will be constructed in the boring to facilitate collection of a groundwater sample.
3. One (1) soil sample from the soil boring will be selected for analysis on the basis of headspace readings, staining, odors, or other indications of potential impact. The selected soil sample will be submitted to an Ohio EPA Voluntary Action Program (VAP) certified laboratory for analysis of Volatile Organic Compounds (VOCs) by U.S EPA Method 8260 (1 soil sample).
4. If groundwater is encountered in the boring and a temporary monitoring well constructed, the well will be developed and sampled. The groundwater sample (if collected) from the well will be submitted for analysis of VOCs by U.S. EPA Method 8260 (1 groundwater sample).
5. Evaluate certified laboratory reports and compare analytical results to appropriate standards, and
6. Prepare a Limited Subsurface Investigation report.

Unless otherwise directed, all of the samples submitted to the laboratory will be analyzed on a standard turn-around basis, which is approximately 10 business days. If expedited turn-around is required (i.e., 24-hours, as feasible), a surcharge of up to 100% of the analytical costs will be required.

Results of the soil and groundwater analyses will be compared to current Ohio EPA Voluntary Action Program (VAP) generic numerical standards.

Upon completion of LSI activities and receipt of the laboratory analytical results, *Patriot* will prepare an LSI Report that will include the following:

- Documentation of field activities;
- Site plan showing pertinent site features, as well as soil boring/temporary well locations;
- Analytical laboratory results;
- Data evaluation and presentation of findings; and,
- Recommendations for further evaluation if necessary.

We estimate that the LSI report can be issued within approximately 10 to 15 business days after receiving laboratory analytical results.

PROJECT SCHEDULE

The work can begin immediately upon receiving your written authorization to proceed. Completion of the work and issuance of reports are described in the individual tasks detailed above.

PROJECT FEES

The lump sum costs for the above-described scope of work is:

1. Phase I ESA-AAI.....	\$ 2,400
2. Pre-Demolition Asbestos Inspection	\$ 3,700
3. Limited Subsurface Inspection	\$ 6,200
TOTAL COST.....	\$ 12,300

This fee includes all charges for labor, travel and expenses, report preparation, and project management and coordination.

SCOPE LIMITATIONS AND REQUESTED INFORMATION

No work above and beyond the scope of work described in this proposal will be performed without your written authorization. Performing our scope of work depends in part on the information provided. In summary we request the following items for the Phase I ESA task, if available, to assist us in performing our scope of work:

1. Complete the User Questionnaire
2. Provide a copy of a chain of title or title insurance policy

AUTHORIZATION TO PROCEED

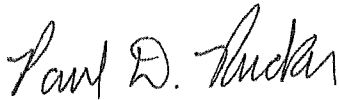
Patriot will initiate project activities upon receipt of the completed, attached Proposal Acceptance Agreement. *Patriot's* Terms and Conditions (attached) are applicable to this Scope of Work. The failure of the client to complete a business transaction for any reason (including but not limited to unfavorable site conditions, the presence of hazardous materials or any other influencing factors discovered by *Patriot* during the execution of the work) shall in no way remove the client's obligation to pay *Patriot* for the services rendered.

If you have any questions regarding this proposal or require additional information, please don't hesitate to contact either of the undersigned at 513-817-1600 (office). Your authorization to proceed can be returned via fax to (937) 847-9720, or at mweinstein@patrioteng.com.

Once again, *Patriot* appreciates your consideration and thanks you for this opportunity to provide you with this proposal.

Sincerely,

Patriot Engineering and Environmental, Inc.



Paul D. Rucker, PG
Senior Project Manager



Michael D. Weinstein, PG, CP
Regional Environmental Manager

Attachments:

- Proposal Acceptance Agreement
- Phase I ESA User & Owner/Operator Questionnaires
- Terms and Conditions

ATTACHMENTS

Attachment 1 Acceptance Form

Attachment 2 Terms and Conditions

Attachment 1
Acceptance Form



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
5300 DUPONT CIRCLE, SUITE D
MILFORD, OHIO 45150

telephone: 513-817-1600 fax: 937-847-9720 email: mweinstein@patrioteng.com

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Murray Avenue Commercial Building
Project Location: 6896 Murray Avenue, Cincinnati, Hamilton County, OH
Description of Services: Phase I ESA, Pre-Demolition Asbestos Inspection, and Limited Subsurface Investigation
Patriot Proposal: _____

APPROVAL & PAYMENT OF CHARGES - Invoices will be charged and mailed to the account of:

Firm: _____
Address: _____
City, State, Zip: _____
Attention: _____
Telephone _____
Email: _____

LUMP SUM FEES:

PHASE I ESA TOTAL COST.....	\$ 2,400
PRE-DEMOLITION ASBESTOS SURVEY.....	\$ 3,700
Limited Subsurface Investigation.....	\$ 6,200
TOTAL.....	\$12,300

PAYMENT TERMS: Payable Upon Receipt.

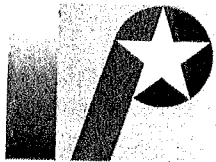
NOTICE: This AGREEMENT together with *PATRIOT'S* proposal and the attached Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: _____

TITLE: _____ DATE: _____

Attachment 2

Terms and Conditions



TERMS AND CONDITIONS

- 1. SCOPE OF WORK**

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.
- 2. RIGHT OF ENTRY**

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.
- 3. PAYMENT TERMS**

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.
- 4. STANDARD OF CARE**

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.
- 5. INSURANCE AND GENERAL LIABILITY**

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.
- 6. RISK ALLOCATION**

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.
- 7. TERMINATION**

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.
- 8. ASSIGNS**

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.
- 9. SAFETY**

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.
- 10. CONFLICTS**

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT'S* recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT'S* duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT'S* project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT'S* proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless from any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT'S* work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT'S* proposed and contracted scope of work.



19. RETESTING AND RE-MONITORING

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of

transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017