

Mayor Don Walters

2310 Second Street

Cuyahoga Falls, Ohio 44221



City of Cuyahoga Falls

Diana Colavecchio

Development Director

Mary Spaugy

Deputy Development Director

Rob Kurtz, AICP | Planning Director

**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL QUALIFICATIONS
FOR
ENVIRONMENTAL SERVICES AND PROJECT MANAGEMENT
FOR A BROWNFIELD REMEDIATION GRANT**

***City of Cuyahoga Falls &
The Community Improvement Corporation of Cuyahoga Falls***

As Described Herein

Statement of Qualifications

Accepted Until September 1, 2022

Department of Community Development

2310 2nd Street

Cuyahoga Falls, Ohio 44221

I. Introduction & Overview

The City of Cuyahoga Falls, Ohio (the “City”) and the Community Improvement Corporation of Cuyahoga Falls (the “CIC”) are seeking qualifications for environmental services and project management for the implementation of a Brownfield Remediation Grant. The CIC has been awarded a Brownfield Remediation Grant from the Ohio Department of Development to implement cleanup of the former Mud Run Gun Club. The purpose for this request is to identify and select a qualified environmental services provider that has knowledge and experience in both environmental remediation and project management of a Brownfield Remediation Grant as administered through the Ohio Department of Development according to the grant agreement (Exhibit 1).

II. Basic Scope of Services

The basic scope of services shall include project management and oversight, provision of tools, materials and labor to perform the environmental cleanup and remediation work at the former Mud Run Gun Club located at 333 Pleasant Meadow Boulevard, Cuyahoga Falls, Ohio 44221. The approved grant is based on Alternative #2 in the Analysis of Brownfields Cleanup Alternatives document (Exhibit 2). The work shall include the following:

- a) Preparation of Sampling and Analysis Plan (SAP) and Health and Safety Plan (HASP).
- b) Preparation and submittal of 404/401 permits.
- c) Preparation of Storm Water Pollution Prevention Plan (SWPPP).
- d) Soil & Sediment Remediation Activities.
- e) Sampling
- f) Remedial Implementation Reporting.
- g) Project management, including competitive bidding of contractors, payment of contractors, and the creation of necessary project summaries for reimbursement from the Ohio Department of Development.

III. Format of Statement of Qualifications

The Statement of Qualifications shall include the following data:

- a) Five-page maximum project summary narrative defining the firm's interpretation of the scope of the Project and approach to construction management.
- b) Project personnel organization.
- c) Firm profile.
- d) Principal profile.
- e) Technical expertise profile.
- f) A list of each completed brownfield remediation project.
- g) General anticipated project schedule or timeline.
- h) General anticipated man-hours to complete the project based on past experience.
- i) Additional pertinent information.

The City and CIC request that, in addition to a general list of representative projects, responding firms select one or two of its completed projects of similar size and scope. The selected project shall be a project that has been completed for at least three years but no more than five years. A detailed description of services rendered, the name, and mailing address of the general contractor(s).

The responding firms are also requested to provide a proposed project team that will most likely work on this project. Members should include personnel from the partner down to the employee-in training level.

A resume of each member of the team is needed and should detail relevant experience, length of service with the firm, educational background, and professional background. Sub-consultant's roles on the project should also be listed.

IV. Evaluation Criteria

The following are the primary evaluation criteria that the City and CIC plan to utilize in order to select the best-qualified firm. The decision of the City and CIC will be final and not subject to re-evaluation by the firms submitting a Statement of Qualifications.

- a) Responsibility and stability- Such considerations, such as length of time the firm has been in business, length of time principals have been with the firm, financial responsibility, professional liability coverage, etc.
- b) Experience- Firms must have experience in the project management and environmental assessment and brownfield remediation through the Ohio Department of Development.
- c) Location- Such consideration as to the location of the firm's office that will be responsible for project coordination, previous work in the general geographic area, key project personnel office location, etc.

The City and CIC reserve the right to conduct interviews with any, all, or none of the responding firms. In the event that the City and CIC selection committee deems interviews necessary to select the best firm, the selection committee will establish a meeting via teleconference at a mutually acceptable time. The selection committee will meet key members of the firm's proposed project team. It shall be the selection committee's sole decision on whether any interviews are held and with which firm's interviews are held.

V. Submittal Information

The City and CIC will accept Statement of Qualifications until **5:00 pm on September 1, 2022**. All Statement of Qualifications should be submitted in pdf format and e-mailed to rkurtz@cityofcf.com addressed to the Robert Kurtz, Planning Director.

Exhibit 1

Grant Agreement between the CIC and ODOD

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

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

Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$1,044,549.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit III: Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
2. **Funding Source.** The Brownfield Remediation Program was established in House Bill 110 of the 134th General Assembly, codified in Ohio Revised Code section 122.6511 and found in the Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in **Exhibit II** and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final 10% of funding until Grantee confirms matching funds are expended.

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

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

covered under this Agreement. Grantee shall maintain on file and produce a copy at the request of the Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.

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

14. Termination

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

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

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

- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
 - d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
 - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- 16. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
- 17. Liability.**
- a. **Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
- 18. Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
- 19. Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
- 20. Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement
- 21. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the

discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

22. Adherence to State and Federal Laws, Regulations.

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

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

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

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

26. Miscellaneous.

- a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an

inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.

- 27. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 28. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 29. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
- 30. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
 - a. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

- i. In the case of Grantor, to:

Ohio Department of Development
Office of Energy and Environment
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

- ii. In the case of Grantee, to:

Community Improvement Corporation of Cuyahoga Falls
2310 2nd Street, Cuyahoga Falls, OH 44223

Signature

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

Grantee:

Community Improvement Corporation of Cuyahoga Falls



Authorized Official

Donald S. Walters

Printed Name:

President

Title:

7/8/22

Date:

Grantor:

State of Ohio, Department of Development

By:

Printed Name:

Title:

Date:

EXHIBIT I

Scope of Work/Budget/Grant Application

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

Re: Development Brownfield Remediation Program Application Cure 189409 - Former Mud Run Gun Club Cleanup

From : Robert Kurtz <rkurtz@cityofcf.com>

Tue, May 10, 2022 03:47 PM

Subject : Re: Development Brownfield Remediation Program Application
Cure 189409 - Former Mud Run Gun Club Cleanup

📎 4 attachments

To : gregory payne <gregory.payne@development.ohio.gov>

Greg:

Thank you for your questions. Below please find our responses:

1. Clean Hands Affidavit

The application will be revised to make the Community Improvement Corporation to be the applicant and the City will provide the 25% match. We will convene a CIC meeting and then the Clean Hands Affidavit will be signed by an officer of the CIC, the applicant. I will also provide revised legislation from the City of Cuyahoga Falls committing to the 25% matching funds. I will be able to provide this documentation by **May 31, 2022**. Is this adequate time to be considered for funding?

2. Budget

The Alternate #2 budget of \$1,160,610 prepared in October of 2020 was updated to include a 20% contingency making the new total budget \$1,392,732. The revised budget will not include an administration category. The revised budget is as follows:

	City Match	Grant Request	Total
Clean-up/Remediation	\$ 348,183	\$ 1,044,549	\$ 1,392,732

3. Section 404 Permit

- There is a 1-2 month time period to complete inspections/delineations and permit preparation which is followed by a 3-4 month evaluation period by the Corp and OEPA. Then the excavation work can begin. The permitting process we expect to be approximately 6 months.
- The overall project revised timeline is as follows:
Project Start June 30, 2022
Project Completion July 1, 2023

Please let me know if you have any questions.

EXHIBIT II

Reporting

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

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

EXHIBIT III

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

Exhibit 2

Analysis of Brownfields Cleanup Alternatives



**PATRIOT ENGINEERING
and ENVIRONMENTAL, Inc.**

Engineering Value for Project Success

Analysis of Brownfields Cleanup Alternatives

Former Mud Run Gun Club Site
333 Pleasant Meadow Boulevard
Cuyahoga Falls, Summit County, Ohio

Prepared For:

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Figure 1 Site Location Map

Table 1 Cleanup Alternative #2 Cost Estimate

Table 2 Cleanup Alternative #3 Cost Estimate

1.0 INTRODUCTION

This Analysis of Brownfield Cleanup Alternatives (ABCA) document was prepared for the Community Improvement Corporation of Cuyahoga Falls (CIC) as part of the resubmittal of the CIC's multi-purpose grant application to the United States Environmental Protection Agency (U.S. EPA). This ABCA describes remedial alternatives considered to mitigate potential exposure to affected soil and sediment at the Former Mud Run Gun Club (herein referred to as "the Site") located in Cuyahoga Falls, Ohio. The Site consists of a single 5.58-acre parcel of land, of which approximately 3.5 acres are being considered for remediation. The area being considered for remediation is planned to be redeveloped as a park with trailhead amenities for a regional system of hiking trails. The CIC currently owns the Site.

A map depicting the Site's location is provided in **Figure 1**.

1.1 Site Location

The Site is located at 333 Pleasant Meadow Boulevard in Cuyahoga Falls, Summit County, Ohio. The Site is composed of a single 5.58-acre parcel of land (Summit County Parcel #35-01540). The Site is currently a vacant, wooded parcel. The parcel is traversed by Mud Brook from northeast to southwest. The land surface on the northwest and southeast portions of the Site slope gently toward the stream. Surface elevations vary from a minimum of less than 980 feet AMSL near the stream channel to greater than 1020 feet AMSL at the tops of the adjoining slopes. Site location and ownership details are summarized in the table below:

Site Name	Site Owner	Site Representative
Former Mud Run Gun Club 333 Pleasant Meadow Blvd. Cuyahoga Falls, OH 44223	Community Improvement Corporation of Cuyahoga Falls 2310 Second Street Cuyahoga Falls, OH 44221	Sara Leedham, Treasurer 2310 Second Street Cuyahoga Falls, OH 44221

Currently, residential properties are located to the east, south, and west of the Site. Undeveloped, wooded properties are present to the north and northeast. Historical land-use of the surrounding properties was primarily agricultural.

1.2 Previous Site Use(s) and Previous Cleanup/Remediation

The Site is the former location of the Mud Run Gun Club, which operated from the 1960s to the late 1990s. Facilities of the gun club included two (2) trap fields, two (2) trap houses with shooting stations, and 100-yard rifle ranges. A Phase I Environmental Site Assessment (ESA) completed in 1994 by Cardinal Environmental stated that lead shot was recovered on the Site every six (6) to seven (7) years. That report indicated that the most recent such recovery event had been completed in 1991 during which approximately two (2) to four (4) inches of surface soil was scrapped from the Site. The current owner is not aware of any other cleanup or remediation that may have been performed or attempted at the Site. The City of Cuyahoga Falls purchased the property in November 1999 and transferred ownership to the CIC in 2017.

1.3 Site Assessment Findings

Phase I ESA:

An Ohio Environmental Protection Agency (Ohio EPA) Voluntary Action Program (VAP) Phase I ESA was completed for the Site by SRW Environmental Services, Inc. (SRW) in 2009. The report indicates that lead shot and clay pigeon fragments were noted throughout the shooting range, with the shot fall zone estimated to extend from 125 to 500 feet from the shooting stations. Stressed or sparse vegetation was also noted throughout the Site. The regulatory database review completed for that report did not identify any listings for the Site or adjoining properties. Responses to information requests submitted to the Ohio EPA and U.S. EPA indicated that neither agency had records related to the Site at that time.

The Phase I ESA indicated that four (4) Identified Areas (IAs) (areas where releases of a hazardous substance may have occurred) were determined to be present at the Site. These IAs were the shooting stations, the shot fall zones, Mud Brook Creek, and the groundwater underlying the Site. Chemicals of concern (COCs) for soils in these IAs included lead, arsenic, antimony, nickel, and poly aromatic hydrocarbons (PAHs). COCs for the groundwater IA included PAHs and Resource Conservation and Recovery Act (RCRA) metals.

Phase II ESA:

A VAP Phase II ESA was conducted by SRW in 2011, which involved completion of 120 soil borings, excavation of 26 test pits, and installation of four (4) monitoring wells. The soil borings were completed using direct-push drilling or hand auger methods depending upon terrain conditions to a depth of two (2) feet below ground surface (bgs) in a 50 foot by 50-foot grid pattern across the Site. Four (4) soil

borings were extended to six (6) feet bgs. A mini excavator was used to complete the test pits to depths up to six (6) feet bgs, in order to evaluate the vertical extent of lead shot, clay pigeon fragments, and shell casings in surface soil. No soil samples were collected from the test pits. Monitoring wells were completed using hollow-stem auger drilling/sampling methods to depths up to 14 to 15 feet bgs. An attempt was made to install a fifth monitoring well on the northern portion of the Site, but groundwater was not encountered to bedrock refusal at 22.3 feet bgs, therefore no well was installed at that location. In addition, one (1) sediment sample and three (3) surface water samples were collected from Mud Brook creek.

In addition to the on-Site sampling activities, SRW completed an arsenic background determination in accordance with VAP guidelines. For this determination, twelve (12) soil borings were completed south of the Site beyond the area of potential impact. A total of 26 soil samples from these borings were submitted for arsenic analysis. A site-specific background arsenic value, 31.96 mg/kg, was calculated through statistical analysis of the analytical data.

Boring logs for the soil borings and monitoring wells completed during the Phase II ESA indicate that shallow soils at the Site are dominantly brownish gray silty clay with traces of fine sand to a depth between three (3) and (4) feet bgs. The silty clay is underlain by gray silty sand which extended to the bottom depths of the borings. Groundwater was encountered in the borings at depths between 4 and 7.5 feet. Groundwater gauging data collected after development of the monitoring wells indicated that groundwater flow was to the south.

A total of 266 soil samples were submitted from the soil borings for analysis of lead, arsenic, antimony, and nickel and a total of 153 samples were submitted for analysis of PAHs. Concentrations of lead, arsenic and/or antimony exceeded one or more of the VAP residential direct contact, construction worker direct contact, or generic soil leaching standards in all but one (1) of the samples analyzed. The maximum detected concentrations included lead at 30,000 milligrams per kilogram (mg/kg), arsenic at 500 mg/kg, and antimony at 2,100 mg/kg. Concentrations of one or more PAH compounds exceeded corresponding VAP generic direct contact standards in 26 of the 153 soil samples analyzed for PAHs. PAHs exceeding VAP standards included benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene. The maximum detected concentrations of PAHs were benzo(a)anthracene at 68 mg/kg, benzo(a)pyrene at 100 mg/kg, benzo(b)fluoranthene at 93 mg/kg, dibenz(a,h)anthracene at 9.5 mg/kg, and indeno(1,2,3-cd)pyrene at 14 mg/kg.

Arsenic and PAH compounds were detected in the sediment sample, but all concentrations were less than corresponding VAP standards. No COCs were detected in the surface water samples above the laboratory reporting limits.

The arsenic concentration, 0.011 milligrams per liter (mg/l), in one groundwater sample exceeded the VAP potable use standard during the second of two low-flow groundwater sampling events. The groundwater classification for the Site documented in the Phase II ESA report indicated that shallow groundwater beneath the Site is unlikely to impact a buried valley aquifer that is separated from the shallow saturated zone by a 180-foot thick clay layer. The classification also determined that groundwater exceeding VAP Unrestricted Potable Use Standards (UPUS) was not leaving the Site. As such further evaluation and/or remediation of shallow groundwater was considered unnecessary.

Based on the results of the sampling documented in the Phase II ESA report, it was estimated that between 13,000 to 15,000 cubic yards of soil were impacted above VAP residential land-use standards, with depth of impact ranging from one (1) to four (4) feet bgs.

Remedial Investigation Report

Remedial investigation activities were conducted in late 2015 and early 2016 by PANDEY Environmental, LLC (report dated January 29, 2016). The activities included collection of additional soil samples in the previously gridded area to better define the vertical and horizontal extent of impacted soil. The activities also included collection of additional sediment samples from Mud Run Brook and submittal of impacted soil samples for Toxicity Characteristics Leaching Procedure (TCLP) analysis. Results of this additional sampling confirmed that soil across the Site is contaminated to approximately one (1) to two (2) feet bgs. Lead and multiple PAH compounds were detected in the sediment samples at concentrations exceeding VAP standards. Results of the TCLP analyses indicated that impacted soil across the Site should be classified as hazardous waste if excavated.

1.4 Project Goals

The goal of this project is to remediate the Site sufficiently to allow its redevelopment as a trailhead area for a regional system of hiking trails. The proposed trailhead area would include a park or greenspace with restrooms and a parking lot. The intent of the remedial actions would be to eliminate the current

potentially complete exposure pathways using cost effective methods that can reasonably attain the necessary cleanup levels for the proposed recreational use.

2.0 APPLICABLE REGULATIONS AND CLEANUP STANDARDS

2.1 Cleanup Oversight Responsibility

The cleanup will be carried out in accordance with Ohio EPA VAP guidelines; as such, cleanup activities will be overseen by a VAP Certified Professional who will be responsible for assuring that all activities are conducted in accordance with applicable state and federal regulations. Documents prepared related to the proposed remediation will be submitted to Ohio EPA or other regulatory agencies for review and/or approval as appropriate.

2.2 Cleanup Standards for Major Contaminants

The intent is to remediate the Site to Ohio EPA VAP Residential Land Use Generic Direct Contact Soil Standards as codified in Ohio Administrative Code (OAC) 3745-300-08. Although the proposed use of the property is for recreational purposes, the goal is to clean up the Site to the more stringent residential standards as a conservative measure. By using Residential Land Use standards for the cleanup, the Site will be consistent with current zoning and surrounding land use should future conditions change.

2.3 Laws & Regulations Applicable to the Cleanup

The cleanup will be conducted in accordance with the Ohio EPA VAP guidelines as promulgated in Ohio Administrative Code (OAC) 3745-300-01 through 15. Federal, state, and local laws regarding procurement of contractors to conduct the cleanup will be followed as appropriate.

All appropriate notifications, permit requests, plans, etc., will be completed as necessary, including, but not limited to: Ohio EPA Notice of Intent, United States Army Corps of Engineers Section 404 permit, Ohio EPA Section 401 Water Quality Certification (WQC) permit, Storm Water Pollution Prevention Plan (SWPPP), call before you dig requirements (Ohio Utility Protection Services), and soil transport/disposal manifests (if needed) will be obtained prior to commencing work.

3.0 EVALUATION OF CLEANUP ALTERNATIVES

3.1 Cleanup Alternatives Considered

Three (3) alternatives were evaluated to address the identified soil and sediment contamination at the Site. These alternatives were:

- Alternative #1: No Action,
- Alternative #2: On-site Soil and Sediment Stabilization and Capping
- Alternative #3: Excavation and Offsite Disposal.

3.2 Cost Estimate of Cleanup Alternatives

Effectiveness

- Alternative #1: No Action is not effective in controlling or preventing the exposure of receptors to contaminants at the Site. As such, redevelopment of the Site for the proposed recreational use would not be feasible.
- Alternative #2: On-site Soil and Sediment Stabilization and Capping is an effective means for preventing exposure to lead contaminated soil to recreational receptors as long as the cap is maintained. Impacted soils on the north side of Mud Brook would be stabilized to prevent the leaching of lead to groundwater and left in place. Stabilization would be achieved by mixing stabilizing compounds, e.g. phosphates, lime, cement kiln dust, etc., into the soil using mechanical methods. After soil mixing activities are completed, the soil would be tested to ensure that it will meet TCLP standards. Once soil stabilization activities are completed on the north side of Mud Brook, impacted soils from the south side of Mud Brook and sediment excavated from Mud Brook would be stabilized to prevent the leaching of lead and then transported to the north side of Mud Brook to be placed over the already stabilized soil in that area. On-Site soil in which contaminant levels are below VAP direct contact and soil leaching standards will then be placed over the area of stabilized soil on the north side of Mud Brook as a cap. The soil cap will be minimum of two (2) feet thick over the entire area of stabilized soil.

It should be noted that the area of impacted soil extends well into a northern hillside with mature trees and heavy brush. Therefore, the land would have

to be cleared of any smaller trees and brush that may interfere with the excavation prior to initiation of excavation activities.

- Alternative #3: Excavation and Off-Site Disposal is an effective way to prevent exposure to lead contaminated soil to recreational receptors as it involves removing all soil and sediment exceeding VAP standards from the Site. This alternative would include the excavation of all impacted soils and sediment on-Site followed by their disposal at an off-Site disposal facility or landfill. Impacted soils would be excavated to a depth of up to two (2) feet bgs, temporarily stockpiled, if necessary, loaded onto trucks, and transported to a licensed landfill. Following excavation of contaminated soils, the grade would be left low and not raised by bringing in suitable clean backfill, as the end use of the Site does not necessitate restoration of the original grade post excavation. Excavated sediments would need to be stockpiled on-Site for dewatering and possible stabilization prior to loading onto trucks for off-site disposal.

It should be noted that the area of impacted soil extends well into a northern hillside with mature trees and heavy brush. Therefore, the land would have to be cleared of any smaller trees and brush that may interfere with the excavation prior to initiation of excavation activities.

Soils that contain particulate lead (shot and/or bullets) will likely exceed RCRA characteristic waste criteria due to the concentrations of leachable lead; therefore, the soil would potentially be classified as hazardous waste. Consequently any such soil would need to be stabilized prior to transport off-site for disposal.

Implementability

- Alternative #1: No Action is easy to implement because no action is required.
- Alternative #2: On-site Soil and Sediment Stabilization and Capping: This alternative is moderately difficult to implement. Confirmation soil sampling will need to be performed following stabilization to confirm that stabilization of impacted sediment and soil was effective in reducing the leaching potential of lead. Periodic inspection and maintenance of the cap will need to be implemented and continued indefinitely for the foreseeable future. Support activities such as traffic control, dust suppression, air monitoring, etc. during soil stabilization, on-Site transport, and capping activities will be

necessary. Due to these factors this alternative will be the most difficult to implement.

- Alternative #3: Excavation and Off-Site Disposal is moderately difficult to implement. Support activities such as traffic control, dust suppression, air monitoring, etc. during cleanup activities will be necessary. Also, short-term disturbance to the community (e.g., trucks transporting contaminated soils and backfill) is likely. However, ongoing monitoring and maintenance would not be required following completion of remediation activities.

Resilience to Climate Change

The Site is not located in a coastal region; as such, it will not be affected by potential changes in lake/sea level. Review of information available through the U.S. Climate Resilience Toolkit indicates that mean daily maximum temperatures are projected to rise in the region surrounding the Site, but no significant changes in precipitation patterns are predicted for the remainder of this century. Therefore, potential long-term climate changes would be expected to have minimal impact on the Site or the three (3) remedial alternatives under consideration as described below:

- Alternative #1: No Action: A portion of the Site is located within the Mud Brook flood plain. Leaving contaminated soils and sediments in place increases the chances of on-Site and off-Site transport and exposure during flooding.
- Alternative #2: On-site Soil and Sediment Stabilization and Capping: Stabilization of impacted soils and sediments and transporting of stabilized materials to areas on the Site outside of the Mud Brook flood plain will reduce the potential for exposure to impacted soils due to flooding. Also, the use of smaller, more fuel-efficient equipment may have the impact of lowering greenhouse gas emissions below what might be realized if Alternative #3 is implemented. However, use of vehicles and equipment during long-term monitoring and maintenance of the soil cap would mean that periodic emissions of at least some level of greenhouse gases would occur for the foreseeable future.
- Alternative #3: Excavation and Off-Site Disposal: The excavation and off-Site disposal of impacted soils will eliminate the potential for exposure to these soils during flooding. This use of heavy equipment and trucks during the remedial activities would result in greenhouse gas emissions for a short period, but no such emissions would be anticipated after remediation is complete.

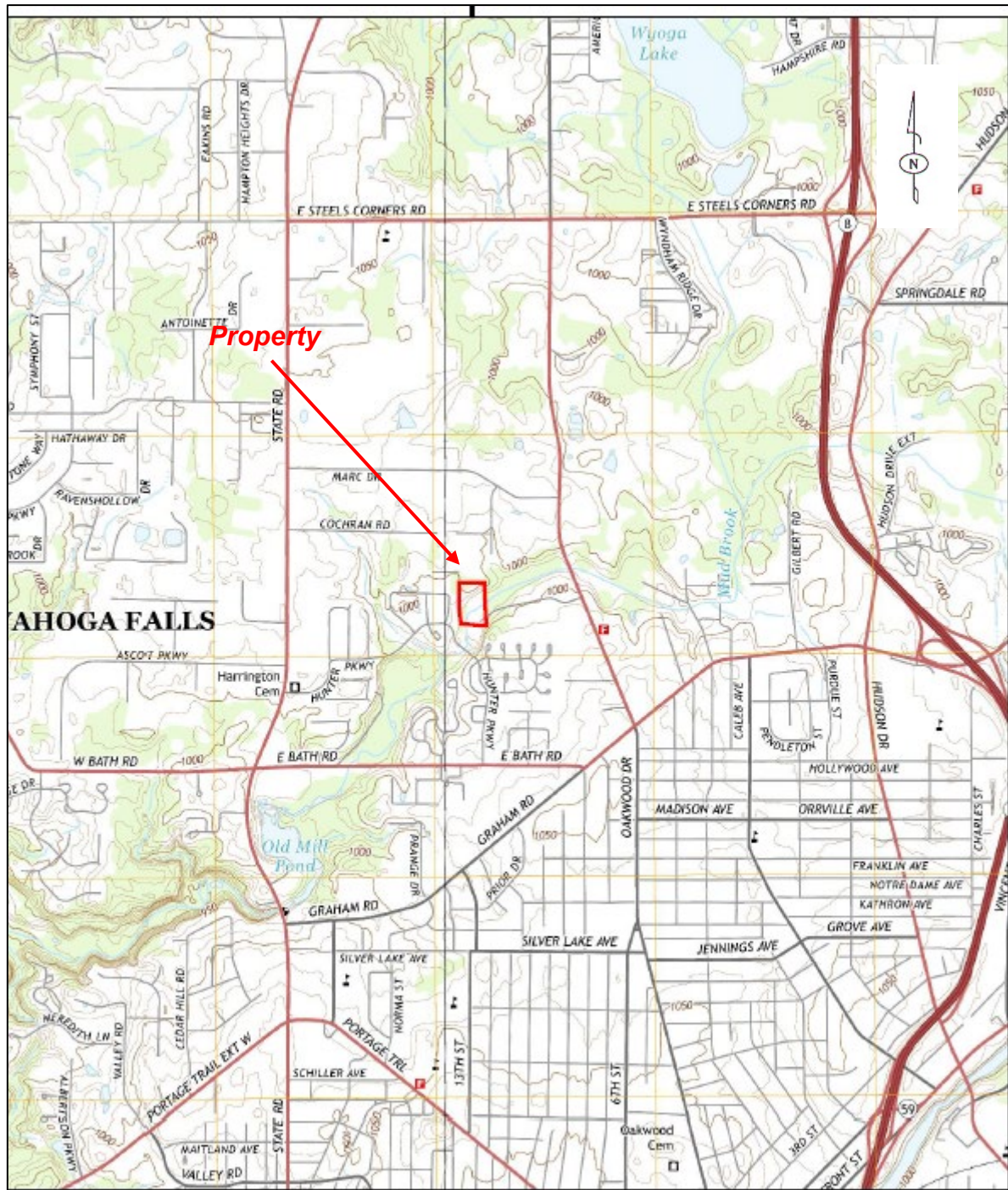
Cost

- Alternative #1: No Action: As no activities would be performed, no cost is associated with this alternative.
- Alternative #2: \$1,160,610.
- Alternative #3: \$2,148,710.

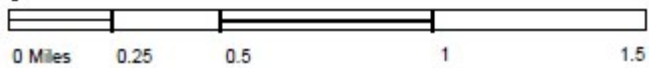
3.3 Recommended Cleanup Alternative

The recommended cleanup alternative is #2.

FIGURE 1



port includes information from the map sheet(s).



TOPOGRAPHIC MAP
Former Mud Run Gun Club
333 Pleasant Meadow Boulevard
Cuyahoga Falls, Ohio 44223

Project No. 20-1062-07E

Figure 1

TABLE 1

**TABLE 1
REMEDIAL COSTS SUMMARY - SOIL & SEDIMENT S/S TREATMENT & CAPPING FORMER MUD RUN GUN CLUB
PROPERTY
October 14, 2020**

STRATEGY	CATEGORY	DESCRIPTION	COST/UNIT			Total	Comment	Project	
				Quantity				Total	
	Preparation of SAP /HASP	Preparing QAPP/SAP / HASP	\$20,000.00	LS	1	\$20,000	Total SAP / HASP Costs	\$20,000	
		Subtotal				\$20,000		\$20,000	
	404 / 401 Permitting	404 / 401 Permitting	\$32,000.00	LS	1	\$32,000	404 / 401 Permitting for Remedial Activities	\$32,000	
		Subtotal				\$32,000		\$32,000	
	Storm Water Pollution Prevention Plan (SWPPP)	Storm Water Pollution Prevention Plan (SWPPP)	\$11,500.00	LS	1	\$11,500	Preparation of SWPPP	\$11,500	
		Subtotal				\$11,500		\$11,500	
	Soil & Sediment Remediation	Mobilization & General Conditions of Excavation Contractor	\$34,850.00	LS	1	\$34,850	Qualified contractor bid	\$34,850	
		Site Clearing	\$5,000.00	Acre	4	\$20,000		\$20,000	
		Soil Amendment	\$41.50	yd3	14,000	\$581,000		\$581,000	
		Stream Bed Sediment Removal	\$38.00	yd3	200	\$7,600		\$7,600	
		Amended Soil Consolidation	\$11.50	yd3	5,000	\$57,500		\$57,500	
		Soil Cap	\$13.00	yd3	10,000	\$130,000		\$130,000	
		Debris Removal	\$750.00	Load	20	\$15,000		\$15,000	
		Site Security and Sediment Control	\$25,000.00	LS	1	\$25,000		\$25,000	
		Seeding	\$3,790	Acre	4	\$15,160		\$15,160	
		Oversight & Management	\$105,000.00	LS	1	\$105,000		Oversight & Management of Remedial Activities	\$105,000
		Subtotal for Soil Remediation				\$991,110			\$991,110
	Sampling	Confirmation Sampling	\$24,000.00	LS	1	\$24,000	Confirmation Sampling		
		Subtotal				\$24,000		\$24,000	
	Project Management/ CP Oversight	Project Management / CP Oversight	\$40,000.00	LS	1	\$40,000	Project Management / CP Oversight	\$40,000	
		Subtotal				\$40,000		\$42,000	
	Remedial Implementation Reporting	Remedial implementation Report (Reporting)	\$42,000.00	LS	1	\$42,000	Reporting, Data Management & Review		
		Subtotal				\$42,000			
	TOTALS AND SUMMARY INFORMATION					\$1,160,610		\$1,160,610	

* The costs represented in the Soil & Sediment Remediation section of this table are based on excavating the maximum estimated amount of 14,000 cubic yards of soil.

Updated Cost Estimate \$1,392,732

TABLE 2

**TABLE 2
 REMEDIAL COSTS SUMMARY - SOIL & SEDIMENT S/S TREATMENT & DISPOSAL FORMER MUD RUN GUN
 CLUB PROPERTY
 October 14, 2020**

STRATEGY	CATEGORY	DESCRIPTION	COST/UNIT			Total	Comment	Project	
					Quantity			Total	
	Preparation of SAP /HASP	Preparing QAPP/SAP / HASP	\$20,000.00	LS	1	\$20,000	Total SAP / HASP Costs	\$20,000	
		Subtotal				\$20,000		\$20,000	
	404 / 401 Permitting	404 / 401 Permitting	\$32,000.00	LS	1	\$32,000	404 / 401 Permitting for Remedial Activities	\$32,000	
		Subtotal				\$32,000		\$32,000	
	Storm Water Pollution Prevention Plan (SWPPP)	Storm Water Pollution Prevention Plan (SWPPP)	\$11,500.00	LS	1	\$11,500	Preparation of SWPPP	\$11,500	
		Subtotal				\$11,500		\$11,500	
	Soil & Sediment Remediation	Mobilization & General Conditions of Excavation Contractor	\$31,450.00	LS	1	\$31,450	Qualified contractor bid	\$31,450	
		Site Clearing	\$5,000.00	Acre	4	\$20,000		\$20,000	
		Soil Amendment	\$42.50	yd3	7,000	\$297,500		\$297,500	
		Stream Bed Sediment Removal	\$38.00	yd3	200	\$7,600		\$7,600	
		Soil Loading, Transportation and Disposal	\$62.50	Ton	21,000	\$1,312,500		\$1,312,500	
		Metal Reclamation (sieving)	\$150,000.00	LS	1	\$150,000		\$150,000	
		Debris Removal	\$750.00	Load	20	\$15,000		\$15,000	
		Site Security and Sediment Control	\$25,000.00	LS	1	\$25,000		\$25,000	
		Seeding	\$3,790	Acre	4	\$15,160		\$15,160	
		Oversight & Management	\$105,000.00	LS	1	\$105,000		Oversight & Management of Remedial Activities	\$105,000
		Subtotal for Soil Remediation				\$1,979,210			\$1,979,210
	Sampling	Confirmation Sampling	\$24,000.00	LS	1	\$24,000	Confirmation Sampling		
		Subtotal				\$24,000		\$24,000	
	Project Management/ CP Oversight	Project Management / CP Oversight	\$40,000.00	LS	1	\$40,000	Project Management / CP Oversight	\$40,000	
		Subtotal				\$40,000		\$40,000	
	Remedial Implementation Reporting	Remedial implementation Report (Reporting)	\$42,000.00	LS	1	\$42,000	Reporting, Data Management & Review	\$42,000	
		Subtotal				\$42,000		\$42,000	
TOTALS AND SUMMARY INFORMATION					\$2,148,710		\$2,148,710		

* The costs represented in the Soil & Sediment Remediation section of this table are based on excavating the maximum estimated amount of 14,000 cubic yards of soil.