



812 Huron Road E, Suite 800 | Cleveland, Ohio 44115 | [cuyahogalandbank.org](http://cuyahogalandbank.org)

## **Request for Proposals**

**Issue Date:** September 4, 2025

**Title:** NOACA/Vibrant NEO US EPA Revolving Loan Fund Brownfield Project  
3420 E 93<sup>rd</sup> St and 8920 Laisy Ave, Cleveland, OH 44104

**Issued By:** Cuyahoga County Land Reutilization Corporation  
812 Huron Rd E, Suite 800, Cleveland, OH 44115  
Phone: (216) 698-4696

### **Introduction**

The Cuyahoga County Land Reutilization Corporation (Land Bank) is issuing this Request for Proposals (RFP) to contract for environmental remediation services in connection with a brownfield cleanup project funded through the Northeast Ohio Areawide Coordinating Agency (NOACA)/Vibrant NEO Revolving Loan Fund, which was supported by a 2022 grant from the US Environmental Protection Agency (US EPA). Those interested in being considered must provide a Proposal no later than 11 a.m. on Tuesday, October 7, 2025. The Land Bank and its consultant, Mannik & Smith Group, will evaluate the submitted Proposals and may choose a number to interview. Final rankings will be based on the Statement of Qualifications, the Cost Proposals, and any interviews. Thereafter, the Land Bank intends to enter into a contract with the finalist.

MBE/WBE contractors are encouraged to respond to this RFP.

Late submissions will not be considered. The Land Bank reserves the right to reject any and all bids, to waive any technicalities, to request additional bids, and to otherwise proceed in accordance with the best interest of the Land Bank.

### **Project Overview**

The project site, 11.75 acres of vacant commercial land, was first developed for industrial purposes in 1922 and utilized by the National Bronze & Aluminum Foundry Company. In the early 1950s, the property was utilized by the Harshaw Chemical Company, and central and east portions of the property were developed with a large industrial building, which was

utilized by the Cleveland Transit System. Various industries occupied the buildings from the 1970s to the 1990s when the buildings were razed in the late 1970s to early 1980s (Laisy Ave.) and in the mid to late 1990s (E. 93rd St.). Concrete building foundations are present in the northwest, central, and eastern portions of the property, and the remainder of the property consists of wooded and/or vacant land.

A series of environmental investigations determined that the site's prior uses involved a number of potentially concerning Recognized Environmental Conditions (RECs), including the presence of hazardous substances and petroleum products associated with historical uses of the property and the presence of petroleum products associated with underground storage tanks (USTs). A geophysical survey found indications of at least one UST, and soil and groundwater sampling found that select Resource Conservation & Recovery Act (RCRA) metals, volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs) are present within the subsurface of the site and exceed applicable standards (Ohio Bureau of Underground Storage Tank Regulations [BUSTR] and Ohio EPA Voluntary Action Program [VAP]). Exploratory excavations confirmed the presence of three USTs in the southeast portion of the property.

An application was made by the Land Bank, in collaboration with the Site Readiness for Good Jobs Fund, to the NOACA/Vibrant NEO RLF program for 1) closure and proper removal of the USTs and surround petroleum impacted soils under BUSTR guidelines, and 2) proper removal and disposal of non-petroleum soil contamination at impacted site areas under Ohio EPA VAP guidelines. NOACA/Vibrant-NEO approved the loan application in March 2025.

The selected contractor will be subject to federal contract requirements, as detailed below and in the attached draft contract documents.

### **Scope of Service**

Please see the attached Bid Specifications prepared by Mannik & Smith.

### **Davis-Bacon and Related Acts**

The selected contractor will be required to comply with US EPA's [Contract Provisions for Davis-Bacon and Related Acts](#). The project will be subject to Davis-Bacon Act Wage Determination #[OH20250001](#).

### **Build America, Buy America**

Because the project does not involve the use of iron, steel, manufactured goods, or construction materials that will be permanently affixed to the land, the project is not subject to the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA).

### **Disadvantaged Business Enterprise Program**

Disadvantaged Business Enterprises (DBEs), which include Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) meeting US EPA certification criteria, are encouraged to respond to this RFP. The U.S. Department of Commerce's Minority Business Development Agency (MBDA) provides a variety of business assistance services to MBEs and WBEs. Contractors are required to follow US EPA's Six Good Faith Efforts if/when soliciting subcontractors.

### **Pre-Proposal Meeting**

An optional pre-proposal meeting will be held Thursday, September 18, 2025, at 11 a.m. at the site. All attendees must wear appropriate PPE, and parking will be on the southeast corner of the property or along Saint Catherine and Laisy Ave. Pre-registration is requested to attend this meeting and should be made to the attention of Carly Beck at [cbeck@cuyahogalandbank.org](mailto:cbeck@cuyahogalandbank.org) on or before close of business the day before the scheduled meeting.

### **Pre-Proposal Questions & Revisions**

Questions about this RFP must be submitted by email to Carly Beck at [cbeck@cuyahogalandbank.org](mailto:cbeck@cuyahogalandbank.org) by close of business on Thursday, September 25, 2025. Responses will be returned to all interested submitters via email and addenda posted on the Land Bank's website on or before close of business on Thursday, October 2, 2025. The Land Bank reserves the right to revise or amend this RFP prior to the due date. Such revisions and amendments, if any, will be announced by addenda on the Land Bank's website.

### **Submission Content & Procedures**

Responses should be emailed to [demobids@cuyahogalandbank.org](mailto:demobids@cuyahogalandbank.org), where they will be sequestered until 11 a.m. on Tuesday, October 7, 2025. **Late submissions will not be considered.** Responses should include the following:

- (1) Statement of Qualifications (SOQ)** providing reviewers with information about the contractor's relevant experience and abilities to conduct the remediation activities

detailed in the Bid Specifications. Beyond any required minimum qualifications, the primary criteria for evaluation are:

**a. Identification and Background Information**

- i. Contractor's name, business postal address, contact name, telephone and fax numbers, email address
- ii. Federal I.D. number
- iii. Ohio Tax I.D. number
- iv. The entity's legal form (e.g., corporation, sole proprietor, etc.) and State of incorporation, date of formation, name changes and mergers

**b. Qualifications and Experience**

- i. Provide a concise history of the contractor, its main partners/officers and largest shareholder(s).
- ii. Provide a description of up to five remediation projects managed by the contractor in the prior three years. Include project dates, project titles, location, key employees involved, and originally estimated and final costs.
- iii. Describe the firm's experience with managing relevant remediation projects.
- iv. Include a description of the firm's resources, including staff, equipment, and capital available for project use and deployment. Explain approaches used to control costs on previous projects.
- v. Provide any additional information that would support selection.

**c. Personnel**

Identify and describe the functions of key personnel that will be assigned to lead the project's remediation work. Include such information as personnel name, title, and experience.

**d. References**

Include three clients for whom the candidate has provided brownfield remediation in the past three years. Provide the name, telephone number, and email address of a contact for each client and a brief description of the work completed.

**e. Required Attachments**

- i. Contribution Disclosure Form (see Attachment A)
- ii. Non-Collusion Affidavit (see Attachment B)
- iii. Debarment and Suspension Certification (see Attachment C)
- iv. Upon selection only, the following will be required:

1. Current certificate of professional liability, malpractice, and errors and omissions insurance (must name Land Bank as additional insured).
2. Current certificate of general liability insurance
3. Worker's Compensation Certificate

**(2) Cost Proposal** using the Bid Sheet supplied in the Bid Specifications.

### **Proposal Evaluation**

The Land Bank review committee will consist of three members that will review and score the SOQ based on the following criteria:

| <b>Evaluation Category</b>  | <b>Maximum Points</b> |
|---|-----------------------|
| <b>(1) Statement of Qualifications (Total: 40 points)</b>   |                       |
| a. Qualifications & Experience <ul style="list-style-type: none"> <li>i. Demonstrated experience with similar remediation projects (scope, scale, complexity)</li> <li>ii. Project history and performance</li> <li>iii. Relevant firm resources and staffing</li> <li>iv. Cost control strategies</li> </ul> | 25 points             |
| b. Personnel<br>Experience and qualifications of project lead and key staff   | 10 points             |
| c. References<br>Quality and relevance of past client feedback  | 5 points              |
| <b>(2) Cost Proposal (Total: 60 points)</b><br>Lowest bid receives full score; others scored proportionally.  |                       |

### **Timeline**

| <b>Activities</b>                           | <b>To Be Completed By:</b>   |
|---|------------------------------|
| Pre-Proposal Meeting & Site Walk (Optional) | September 18, 2025 @ 11 a.m. |
| Questions due to Land Bank                  | September 25, 2025 by COB    |
| SOQ, Attachments, & Cost Proposal Due       | October 7, 2025 @ 11 a.m.    |
| Land Bank Notifies Selected Contractor      | October 14, 2025             |
| Contract Execution                          | October 17, 2025             |
| Remediation Project Commencement            | October 20, 2025             |
| Remediation Project Completion              | December 12, 2025            |

**ATTACHMENT A**

**CONTRIBUTION DISCLOSURE FORM**

This statement properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name:

---

Entity's Mailing Address:

---

**COMPLETE SECT. I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.**

**NOTE: For purposes of this Statement, the members of the Board of Directors of the Cuyahoga County Land Reutilization Corporation (Land Bank) include:**

**Pernel Jones, Jr., Council President, Cuyahoga County  
Chris Ronayne, County Executive, Cuyahoga County  
Brad Cromes, Treasurer, Cuyahoga County  
Reverend Dr. Brian Cash, Pastor, East Mount Zion Baptist Church  
Sally Martin O'Toole, Director of Building & Housing, City of Cleveland  
Jasmin Santana, Council Member, City of Cleveland  
Annette Blackwell, Mayor of Maple Heights  
Michael Booker, Mayor of Highland Hills  
Anthony Brancatelli, Former City of Cleveland Council Member**

|  |
|--|
| <b>SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATION AND GOVERNMENTAL ENTITIES.</b> |
|--|

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

\_\_\_\_\_ NON-PROFIT CORPORATION

**GO TO SECTIONS III and IV**

\_\_\_\_\_ GOVERNMENTAL ENTITY

**GO TO SECTION IV**

**SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES, TRUSTS, PARTNERSHIPS AND JOINT VENTURES.**

The above-named entity is a (Please mark appropriate designation):

☐ SOLE PROPRIETORSHIP
 ☐ TRUST  
☐ INCORPORATED PROFESSIONAL ASSOCIATION
 ☐ ESTATE  
☐ UNINCORPORATED ASSOCIATION
 ☐ PARTNERSHIP  
☐ LIMITED LIABILITY COMPANY
 ☐ JOINT VENTURE

For purposes of Section II, a “**Principal**” means an individual, an owner, a partner, a shareholder, a member, an administrator, an executive or trustee connected with the above-named entity, or the spouse of any of them.

Listed in the immediately following table are the names of EACH OF THE PRINCIPALS of the above-named entity who made one or more contributions to the named member of the Board of Directors or to that member’s campaign committee, together with the total amount of the contributions, if the contributions totaled either (i) individually in excess of \$1,000 during the 24 months immediately preceding the date of this Contribution Disclosure Form or (ii) when added to the contributions of all other principals, in excess of \$2,000 during the 24 months immediately preceding the date of this Contribution Disclosure Form.

| Name of Principal making contribution | Name of Director receiving contribution | Amount of Contribution |
|---------------------------------------|---|------------------------|
|                                       |   |                        |
|                                       |   |                        |
|                                       |   |                        |
|                                       |   |                        |
|                                       |   |                        |

[Add additional sheet if necessary.]

**GO TO SECTION IV.**

|  |
|--|
| <b>SECTION III. TO BE COMPLETED BY NON-PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.</b> |
|--|

\_\_\_\_\_NON-PROFIT CORPORATION                      \_\_\_\_\_FOR-PROFIT CORPORATION  
\_\_\_\_\_BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a “**Principal**” means an individual or an entity owning more than 20 percent of the corporation or business trust or the spouse of any such individual.

Listed in the immediately following table are the names of EACH OF THE PRINCIPALS of the above-named entity who made one or more contributions to the named member of the Board of Directors or to that member’s campaign committee, together with the total amount of the contributions, if the contributions totaled either (i) individually in excess of \$1,000 during the 24 months immediately preceding the date of this Contribution Disclosure Form or (ii) when added to the contributions of all other principals, in excess of \$2,000 during the 24 months immediately preceding the date of this Contribution Disclosure Form.

| Name of Principal making contribution | Name of Director receiving contribution | Amount of Contribution |
|---------------------------------------|---|------------------------|
|                                       |   |                        |
|                                       |   |                        |
|                                       |   |                        |
|                                       |   |                        |
|                                       |   |                        |

[Add additional sheet if necessary.]

**GO TO SECTION IV.**



**SECTION IV. TO BE COMPLETED BY ALL ENTITIES.**

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_  
(Area Code)

STATE OF \_\_\_\_\_)

SS:

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared on this \_\_\_\_ day of \_\_\_\_\_, 2025 the above-named \_\_\_\_\_, who acknowledge that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of \_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public: \_\_\_\_\_

**ATTACHMENT B**

**NON-COLLUSION AFFIDAVIT**

I am \_\_\_\_\_

of the firm of \_\_\_\_\_, and

I affirm that I am the respondent submitting and making the Statement of Qualifications, and that I executed the said Statement of Qualifications with full authority so to do; and that I or the firm have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Statement of Qualifications; and that to the best of my knowledge all statements contained in the Statement of Qualifications and in this Affidavit are true and correct, and made with full knowledge that the Cuyahoga County Land Reutilization Corporation relies upon the truth of the statements contained in said Statement of Qualifications and in the statements contained in this Affidavit in awarding any contract for the named services.

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 the above-named \_\_\_\_\_, who acknowledge that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of \_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public: \_\_\_\_\_

## ATTACHMENT C

### DEBARMENT AND SUSPENSION CERTIFICATION

I am \_\_\_\_\_

of the firm of \_\_\_\_\_, and

I certify to the best of my knowledge and belief that I and the members of the firm:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where I am unable to certify to any of the statements in this certification, I will attach an explanation to this document.

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Acknowledgment for Attachment C continued)

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 the above-named \_\_\_\_\_, who acknowledge that (he/she) did sign the foregoing statement and that the same is

(his/her) free act deed, personally and as duly authorized representative of

\_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public: \_\_\_\_\_

**ATTACHMENT D**

**BID SPECIFICATIONS**

# Cuyahoga County Land Reutilization Corporation (CCLRC)

## BID SPECIFICATIONS FOR UST REMOVAL AND SOIL REMEDiation

3420 East 93rd Street and 8920 Laisy Avenue, Cleveland, Ohio

Parcels: 127-13-004 and 127-13-031

**Submit Complete Bid Documents to the Land Bank by:**

**11:00 a.m. EST, October 7<sup>th</sup>, 2025**

**Attention:**

Carly Beck, Environmental Project and Data Analyst  
Cuyahoga County Land Reutilization Corporation (Land Bank)  
812 Huron Rd E, Suite 800  
Cleveland, Ohio 44115

**Prepared by:** The Mannik & Smith Group, Inc. (MSG)



## Table of Contents

|   |    |
|---|----|
| Background Information .....                            | 3  |
| Remedial Actions .....                                  | 3  |
| 1) Bidding Conditions .....                             | 4  |
| 2) Critical Dates .....                                 | 5  |
| 3) Communications .....                                 | 6  |
| 4) Emergency Planning, Training, and Communication..... | 6  |
| 5) General Requirements.....                            | 6  |
| 6) Public Protection.....                               | 7  |
| 7) Contractor Invoicing .....                           | 7  |
| Detailed Technical Specifications.....                  | 7  |
| UST Closure and Removal .....                           | 7  |
| Shallow Soil Excavation .....                           | 8  |
| BID SHEET .....   | 9  |
| BID FORM .....  | 10 |
| FIGURES .....   | 11 |

## **Background Information**

The 93rd Street & Laisy Avenue Property (Property/Site) is located in Cleveland, Cuyahoga County, Ohio, and consists of multiple parcels totaling 11.75 acres of vacant commercial land. The Property is currently owned by the Cuyahoga County Land Reutilization Corporation (CCLRC).

The Property was originally developed for industrial use around 1922 by the National Bronze & Aluminum Foundry Company (8920 Laisy Avenue). By the early 1950s, industrial development in the area had expanded, and the property was subsequently occupied by the Harshaw Chemical Company. Additionally, by 1952, the central and eastern portions of the property were developed with a large industrial building used by the Cleveland Transit System. Various industries occupied the buildings from the 1970s to the 1990s, before they were demolished—at 8920 Laisy Avenue in the late 1970s to early 1980s, and at 3420 East 93rd Street in the mid to late 1990s.

Historical Sanborn Maps also show three oil underground storage tanks (USTs) in the southeast corner of the Property and a gasoline UST in the west-central portion of the property, with these tanks depicted from at least 1951 through at least 1973.

The Property is presently vacant with remnants of former industrial/commercial uses and paved/gravel areas. Environmental investigations performed between 2023 and 2025 identified petroleum-related impacts associated with USTs and shallow soil exceedances of semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and lead.

Exploratory excavation work performed in 2025 identified evidence of three petroleum USTs in the southeast portion of the Property.

The approved decision document selects: (i) Bureau of Underground Storage Tank Regulations (BUSTR) permanent UST closure and removal for the UST systems; (ii) excavation and off-site disposal for impacted shallow soils; and (iii) groundwater monitoring by MSG (not part of the Contractor's scope).

## **Remedial Actions**

The remedial program consists of two contractor tasks governed by these Specifications:

- Permanent UST Closure and Removal under BUSTR oversight;
- Targeted excavation and off-site disposal of shallow soils (0–2 feet bgs) exceeding applicable standards.

Groundwater monitoring will be performed by MSG under a separate scope and is excluded from the Contractor's bid.



## 1) Bidding Conditions

Each Contractor shall provide in its Bid a Guaranteed Maximum Price (GMP) covering: mobilization; utility locating; UST closure and removal (including liquids/sludges, tank cleaning, piping removal, BUSTR notifications/permits, Certified UST Inspector [CUSTI]); excavation/segregation/stockpiling/loading of impacted soils; dust and erosion control; transport and disposal of impacted soils and residuals at licensed facilities (with profiling and pre-approval); assistance to MSG with confirmation sampling; backfilling, compaction and site restoration; and demobilization. Provide the unit-rate basis used to develop the GMP.

**Dewatering:** The Contractor shall assume that groundwater may be encountered in UST cavities or utility trenches. Include in the GMP the means and methods to lower water levels as needed and provide a unit cost (\$/1,000 gallons) covering permitting and discharge to a publicly owned treatment works (POTW) or off-site transportation/treatment at a licensed receiving facility pre-approved by the Land Bank/MSG.

**Backfill and Restoration:** The Contractor shall provide clean structural fill meeting project specifications, placed in compacted lifts to support construction traffic and finished to match surrounding grade. Provide seed and soil stabilization. If bridging materials are required to achieve compaction, include costs in the GMP and identify unit prices on the Bid Sheet.

### **Site Controls and Restoration Performance:**

- i. Minimize noise, dust and inconvenience to neighbors. Provide hoses and adequate water to prevent visible dust emissions.
- ii. Deliver a finished surface graded to maintain positive drainage without ponding; retain prevailing grades.
- iii. Provide a chain link fence around the perimeter of the UST removal area once excavation starts and until disturbed area is finished to grade.
- iv. Finish disturbed areas with topsoil and seed (and straw mulch) unless otherwise directed by MSG/Land Bank.

**Protection of Underground Utilities:** The contractor must include in their scope and GMP the services of a private utility locator to identify and mark the locations of underground utility supply and service lines on the Property and in the rights-of-way and must include all appropriate precautions and resources necessary to protect and support the utilities that may be encountered or encroached upon throughout excavation, treatment and backfill activities.

Each contractor shall provide in its Bid the following:

- a) A GMP for removal and stockpiling of overburden material; properly managing surface and/or groundwater that may accumulate within the excavation; and replacing the overburden material in the excavation. The contractor shall provide the unit rate basis for the guaranteed maximum total price.

- b) The Contractor is responsible for establishing a waste profile and obtaining pre-approval of any waste generated by the Contractor's activities for disposal or treatment at a properly licensed receiving facility that is reviewed and approved by the Land Bank and MSG.
- c) In addition to the Contractor's bid prices, the Land Bank and MSG will evaluate the Contractor's personnel and equipment, its experience with projects of this size and scope, its regulatory compliance record, the number of shifts to be worked, the shift sizes, and the proposed completion dates.
- d) The Contractor that is awarded the work defined in these Specifications (Specs) shall file all notification/permit documents in its own name and may not subcontract any of the labor or supervision required to conduct the work described herein to another entity without the express written permission of the Land Bank or MSG (the Land Bank's designated representative), which may be withheld at their sole discretion.
- e) By submitting a Bid, the Contractor hereby represents and warrants to the Land Bank and MSG that the Contractor is familiar with the Property and the conditions thereon and thereunder, and that it has received all information it requires regarding the Property and the proposed project.
- f) These Specs and the information contained herein comprise the MINIMUM REQUIREMENTS for performing the work:
  - I. These Specs are intended to further define the tasks to be performed and the general procedures to be followed.
  - II. Where requirements under local, state, regional, or federal codes, rules, regulations or other legal requirements are more stringent than this document, or in conflict with this document; the Contractor shall assume full responsibility for meeting the most stringent of these codes, rules, regulations and requirements.
  - III. These Specs are not intended to conflict with the Occupational Safety and Health Administration (OSHA) regulations. In any instance where these Specs are LESS STRINGENT than the applicable OSHA regulations, the Contractor shall notify the Land Bank and MSG of the discrepancy at or before the time of bidding, and the Contractor shall be responsible for fully complying with all of the applicable OSHA regulations.

## **2) Critical Dates**

- a) Optional site walk: September 18<sup>th</sup>, 2025 at 11:00am EST
- b) Bids due by 11:00 a.m. EDT on October 7<sup>th</sup>, 2025 at 11:00am EST
- c) Questions regarding this proposal due September 25<sup>th</sup>, 2025 by 5:00pm EST. Responses to questions will be provided no later than October 2<sup>nd</sup> by 5:00pm EST.
- d) Upon award, Contractor shall immediately file all required notifications/permits (BUSTR closure permit, etc.).
- e) Email copies of all notifications to the Land Bank and MSG the same day they are submitted to agencies.

- f) Work shall commence late September/early October 2025 after required notifications are filed.
- g) Substantial completion is expected within approximately three (3) weeks of mobilization.
- h) Contractor shall provide proposed schedule with bid.

### **3) Communications**

- a) Until award, all technical questions must be submitted in writing (email) to the Land Bank. Responses/clarifications will be distributed to all plan holders.
- b) Any inconsistencies or conflicts in these Specifications must be brought to the attention of the Land Bank/MSG prior to bid. Alternate methods require written approval at the Owner's sole discretion.
- c) After award, conflicts/interpretations regarding scope, methods, or schedule shall be decided by the Land Bank/MSG.
- d) Once contract has been awarded, all questions and comments regarding this project must be directed to the designated contact person:

Carly Beck  
Environmental Project & Data Analyst  
Cuyahoga Land Bank  
812 Huron Rd E, Suite 800  
Cleveland, Ohio 44115  
Phone: 216.698.4696  
[cbeck@cuyahogalandbank.org](mailto:cbeck@cuyahogalandbank.org)

### **4) Emergency Planning, Training, and Communication**

- a) Contractor shall prepare a site-specific Health and Safety Plan (HASP) meeting OSHA 29 CFR 1910.120; provide to MSG at least 24 hours prior to mobilization. All site staff shall review and sign the HASP prior to entry.
- b) Provide current 40-hour HAZWOPER (or 8-hour refresher) certificates for all on-site personnel.
- c) Contractor shall supply a working mobile phone for emergency communications; provide on-site contact numbers to Owner/MSG prior to field work.
- d) Assume potable water and sanitary facilities are not available on site; Contractor shall provide as needed.

### **5) General Requirements**

- a) All UST closure, excavation and backfilling shall be coordinated with and observed by MSG as Land Bank's representative.
- b) Notify the Land Bank and MSG at least 48 business hours prior to mobilization.
- c) Maintain a competent Superintendent on-site whenever work is occurring.

- d) Work hours: Monday–Friday, 7:00 a.m.–5:00 p.m.; Saturday work requires 24–48 hours advance approval by Owner.
- e) Obtain and maintain all permits/notifications (including BUSTR closure permit) and utility clearances.
- f) Prevent loss of utilities to neighboring properties; protect utilities encountered.
- g) Complete work within the agreed schedule; Owner may cancel for failure to complete within contract time.
- h) Report any accidental damage to adjacent properties/ROW immediately; Contractor responsible for repairs.
- i) The Land Bank will sign waste manifests for contaminated soil/water; Contractor prepares profiles and arranges pre-approval with receiving facilities.

## **6) Public Protection**

- a) Implement measures to protect workers and the public, including fencing, barricades, signage, and traffic control. Secure excavations at the end of each day; means and methods subject to Owner approval.
- b) Dust suppression is mandatory; provide hoses of sufficient length/flow and dedicate a laborer to active dust control.
- c) Control site ingress/egress; install temporary 4-ft orange safety fence enclosing the work zone (posts set or weighted on pavement as appropriate).
- d) Maintain and protect adjacent sidewalks/rights-of-way; Contractor responsible for damage repairs.

## **7) Contractor Invoicing**

- a) Submit invoices using an AIA form or equivalent with certified payrolls, truck tickets, disposal manifests, and subcontractor invoices attached. Daily work sheets may be included for clarity.
- b) As a condition of payment, provide original verified receipts and signed manifests from approved facilities showing date, job address, facility, quantities, and signatures of driver and facility representative. Payment may be withheld until receipts are received and approved.

## **Detailed Technical Specifications**

### **UST Closure and Removal**

- Notify Ohio Utilities Protection Service (OUPS) and retain a private locator; mark and protect utilities.
- Obtain BUSTR closure permit; schedule a Certified UST Inspector (CUSTI) for all closure activities.
- Assume three (3) petroleum USTs, each with an estimated 8,000-gallon capacity, located in the southeast corner of the Site.
- Assume each tank is full of liquid (gasoline/water mixture with bottom sludge); Contractor shall pump, containerize, transport, and dispose of up to 24,000 gallons of liquid waste.

- Excavate and remove the three USTs and associated product piping.
- Assist MSG with BUSTR confirmation samples from excavation sidewalls/bottoms (Contractor to provide safe access).
- Excavate, profile, transport, and dispose of an estimated 500 tons of petroleum-impacted soil from the UST cavity area.
- Provide, import, and compact approximately 600 tons of clean structural backfill to restore UST excavation areas to grade.
- Place final two feet with suitable topsoil or recycled crushed stone as directed by MSG.
- Restore disturbed areas (seed/straw).
- Dispose/recycle tanks and appurtenances per regulation.
- Contractor must provide copies of CUSTI Inspection Form, BUSTR Closure Permit, and disposal documentation (waste manifests, weigh tickets from landfill, disposal/recycling facility receipts for tanks, etc.) to support BUSTR closure documentation.

### **Shallow Soil Excavation**

- Targeted locations include areas near SB-5, SB-7, SB-14/SB-15, SB-20, and SB-24 where SVOCs/PCBs/lead exceeded standards (per ABCA). Estimated removal is ~100 tons; bidders shall verify based on site walk and ABCA figures.
- Excavate to depths specified by MSG; segregate materials as needed; stage on 10-mil poly with cover and berms.
- Dust control and stormwater BMPs required at all times; truck beds tarped; wheels/roads cleaned as necessary.
- MSG will collect confirmation samples from sidewalls/bases to verify attainment of applicable standards.
- Transport/dispose impacted soils at approved facilities; provide weight tickets, profiles, approvals, manifests, receipts.
- Backfill with clean imported fill in compacted lifts; restore grade; seed/straw; stabilize per MSG direction.

Additional site details are provided in the figures attached to this bid package. Figure 1 illustrates the Site location. Figure 2 shows the approximate UST and shallow soil excavation areas. The exact excavation limits will be confirmed in the field; bidders should account for potential adjustments in their proposed scope and associated costs.

**BID SHEET**

The following bid items and estimated quantities are provided to allow consistent unit rate pricing. Contractors shall complete all items; incomplete bids may be rejected.

| Line Item | Description  | Estimated Quantity | Unit     | Unit Price       | Total  |
|-----------|--|--------------------|----------|------------------|--------|
| 1         | Mobilization and Demobilization  | 1                  | LS       | \$____           | \$____ |
| 2a        | UST Closure & Removal (permits, CUSTI, tank cleaning, excavation, piping removal, disposal, restoration – excluding liquids & soils) | 1                  | LS       | \$____           | \$____ |
| 2b        | UST Liquid/Sludge Disposal (assume 15,000 gallons from 3 × 5,000-gal USTs)   | 15,000             | Gallons  | \$____/gal       | \$____ |
| 3         | Petroleum-Impacted Soil Excavation/Transport/Disposal – UST Area   | 500                | Tons     | \$____/ton       | \$____ |
| 4         | Targeted Shallow Soil Excavation/Transport/Disposal (0–2 ft hot spots)   | 150                | Tons     | \$____/ton       | \$____ |
| 5         | Clean Backfill Supply/Place/Compact/Finish (for UST cavity + shallow hot spots)  | 650                | Tons     | \$____/ton       | \$____ |
| 6         | Dewatering – POTW Discharge or Off-Site Treatment  | 20,000             | Gallons  | \$____/1,000 gal | \$____ |
| 7         | Dust/Erosion Control and Site Protection   | 1                  | LS       | \$____           | \$____ |
| 8         | Full Day Labor (operator, laborer, small tools)  | —                  | Day      | \$____/day       | \$____ |
| 9         | Half Day Labor (operator, laborer, small tools)  | —                  | Half-Day | \$____/half-day  | \$____ |
| 10        | Equipment/Machine Rates (list by type)   | —                  | Day      | \$____/day       | \$____ |
| 11        | Additional Items (identify; attach explanation)  | 1                  | LS       | \$____           | \$____ |

TOTAL BID AMOUNT = Sum of LS items (1, 2a, 7, 11) + (Estimated Quantities × Unit Prices for 2b–6, 8–10)

**BID FORM**

Submitted By \_\_\_\_\_

Date: \_\_\_\_\_

Attn.: Environmental Project & Data Analyst (Owner)  
Cuyahoga County Land Reutilization Corporation (Land Bank)  
812 Huron Rd E, Suite 800, Cleveland, Ohio 44115

Re: UST Removal and Soil Remediation – 93rd &amp; Laisy Avenue, Cleveland, Ohio

Having carefully examined the Bid Package and the Land Bank's subcontract terms, the undersigned proposes to furnish all labor, materials, transportation and equipment necessary to complete all work as described in the Specifications for the fixed prices and sums stated herein.

Total Guaranteed Maximum Price (GMP): \$ \_\_\_\_\_

Firm: \_\_\_\_\_

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

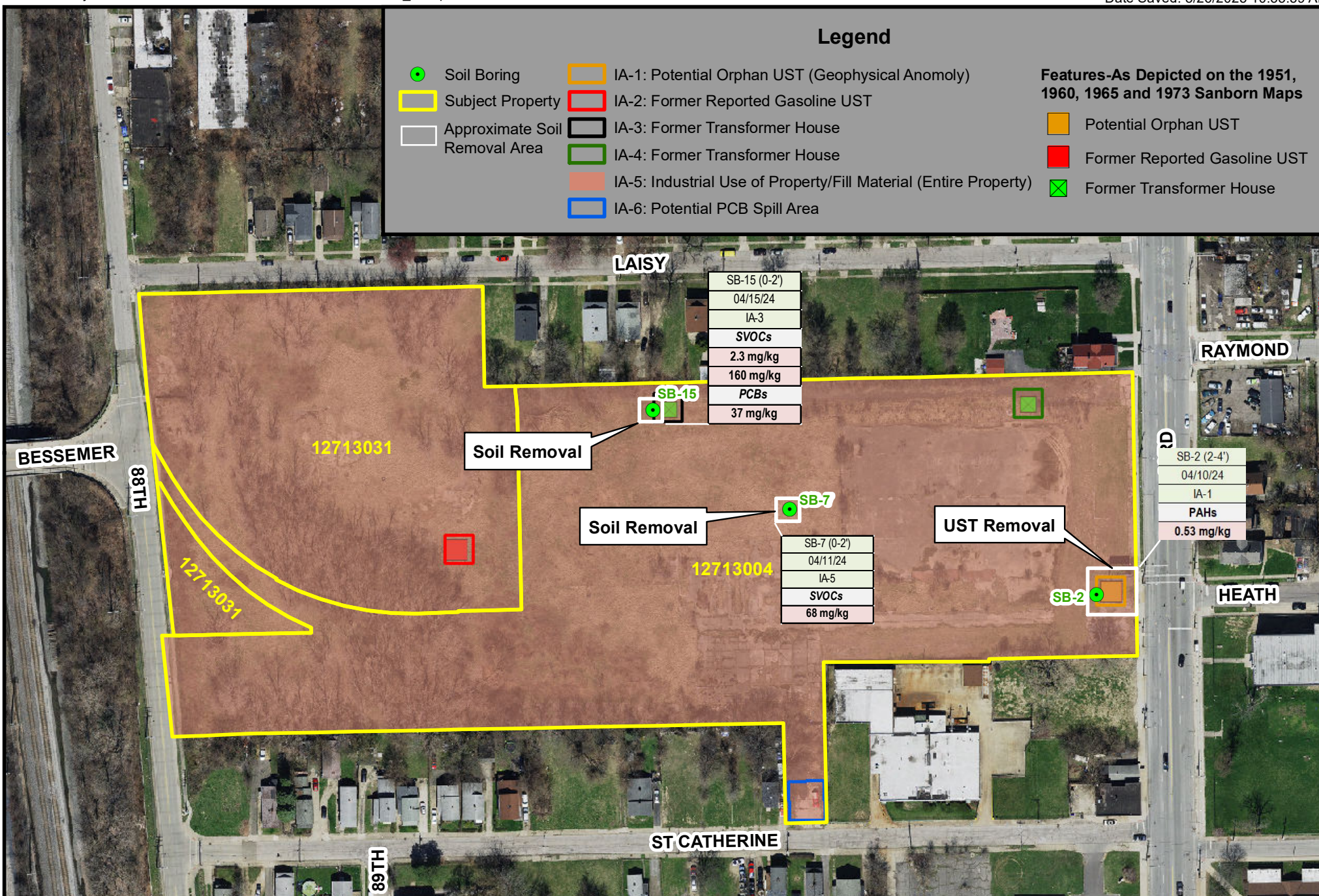
Title: \_\_\_\_\_

## FIGURES









**Figure 2: Soil Removal Areas Map**  
 8920 Laisy Avenue & 3420 East 93<sup>rd</sup> Street  
 Cleveland, Ohio

**Notes**

The Cuyahoga county photography, dated April 2023, is provided by OGRIP as part of the Ohio Statewide Imagery Program.

0 75 150 Feet



**ATTACHMENT E**

**DRAFT CONTRACT AGREEMENT**



## ENVIRONMENTAL REMEDIATION AGREEMENT

THIS ENVIRONMENTAL REMEDIATION AGREEMENT ("Agreement") dated the      day of      2025 is between TBD, as "Contractor", and CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION, as "CCLRC". The Contractor and CCLRC may be referred to separately herein as a "party" and collectively as the "parties."

### RECITALS

WHEREAS, CCLRC has been awarded funding from the Northeast Ohio Areawide Coordinating Agency (NOACA) and Vibrant NEO Revolving Loan Fund, which was supported by a 2022 grant from the United States Environmental Protection Agency ("US EPA") and pursuant to that certain loan agreement dated March 26, 2025 (the "Loan Agreement"), a copy of which is attached to this Agreement as EXHIBIT A, between CCLRC and the Site Readiness for Good Jobs Fund and NOACA to fund certain environmental remediation work on the property located at 8920 Laisy Ave. and 3420 E. 93<sup>rd</sup> St., Cleveland, OH 44104 aka PPNs: 127-13-031 and 127-13-004 ("Property") which is owned by CCLRC;

WHEREAS, CCLRC now requires certain environmental remediation services relating to the Property as attached hereto as EXHIBIT B (the "Project");

WHEREAS, CCLRC duly published a public request for proposals and selected Contractor in accordance with 2 CFR Part 200;

WHEREAS, Contractor has the requisite personnel, competence, skill, and physical resources to complete the Project, with certain services to be performed by subcontractors selected by Contractor and having the required qualifications;

WHEREAS, Contractor desires to undertake the Project under the terms and conditions of this Agreement; and

NOW, THEREFORE, CCLRC and Contractor for the consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

### ARTICLE ONE SCOPE OF WORK AND CONTRACT PRICE

A. SCOPE OF WORK. Contractor agrees to perform the work needed to complete the Project pursuant to the requirements of the Loan Agreement and as otherwise set forth in this Agreement. The services required by the Project may be performed by the Contractor or one or more subcontractors chosen by Contractor. "Scope of Work" or "Work" means the specifications and drawings agreed to by and between the Contractor and CCLRC, which are attached hereto as EXHIBIT "B" and incorporated herein by reference. Insofar as terms of differing documents may conflict, the terms of this Agreement shall take precedence over the terms of any other document referenced or attached to this Agreement.

B. CONTRACT PRICE. The Contract Price associated with the initial Scope of Work

is a fixed amount not to exceed \$ [REDACTED]. "Contract Price" means the fixed price to complete the Project, in accordance with the initial Scope of Work plus the cost of any approved Change Orders (herein after defined in Art.II, B.) made under Article Two, Paragraph B, below, and as additional or extraordinary costs necessitated by site conditions, as set forth in Article Two, Paragraph D., and Paragraph F, all of which shall be payable to the Contractor in the manner set forth in Article Three below.

## **ARTICLE TWO REMEDATION PROVISIONS**

A. **COMMENCEMENT AND COMPLETION.** Contractor shall commence the Project as soon after the CCLRC and Contractor secure the necessary permits and as reasonably practicable. The Project shall be completed by December 12, 2025, subject to delays which may be caused by weather conditions, strikes, fire, material shortages, energy shortages, delays in delivery of materials, or other causes or conditions beyond the Contractor's control. Financial inability of Contractor to perform any act shall not be deemed to be beyond the control of Contractor.

B. **CHANGE ORDERS.** Any Change Order requested by Contractor must be approved in writing by CCLRC. The direct cost of any such Change Order shall be billed and paid in the same manner as other payments, as set forth in Article Three below. "Change Orders" means the change orders approved by the CCLRC as may, from time to time, be incorporated into the Scope of Work that is attached hereto as part of EXHIBIT "B".

C. **INSPECTION.** Contractor shall permit the CCLRC's authorized agents and public authorities to inspect the Property and Contractor's progress on the Project. Inspection may be performed in presence of Contractor's representative.

### **D. OBLIGATIONS OF THE PARTIES RELATIVE TO THE PROJECT.**

1. If Contractor determines that any item provided for in the Scope of Work is: (i) not readily available; or (ii) cannot be installed or completed in a workmanlike manner, then Contractor may modify or substitute for such items using materials of comparable value and quality. In the case of a modification or substitution, Contractor's attempt to implement such modification shall be as conforming to the Scope of Work as reasonably possible, as determined by Contractor in its sound and reasonable judgment, in accordance with the terms of this Agreement. Contractor shall notify the CCLRC in advance, in writing, of any proposed substitutions or modifications prior to installation. CCLRC shall approve any such proposed modification in writing prior to installation.

2. CCLRC shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation, plans, maps, drawings, or other information concerning the site or the Scope of Work which may reasonably be provided to Contractor. CCLRC shall communicate to Contractor all special hazards or risks known to CCLRC that are related to the performance of the Work pursuant to this Agreement. CCLRC represents and warrants to Contractor that CCLRC has the requisite legal right, title, and interest necessary to provide access to the project site. Contractor shall not be liable for:

(i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Contractor in connection with the Work; (ii) concealed conditions encountered in the performance of the Work; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Work or information furnished to or obtained by Contractor; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered. Should Contractor encounter such conditions, the parties shall agree on a revised Scope of Work and Change Order providing for an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions.

3. No work shall be performed on the Property by anyone other than the Contractor (or any subcontractor or workman designated by the Contractor).

E. CLEAN-UP. Upon completion of the Project, Contractor shall remove or cause to be removed from and about the Property all waste materials, rubbish, tools and equipment of Contractor and all sub-contractors, machinery and any surplus materials.

F. SITE CONDITIONS. The parties acknowledge that the condition of the site, particularly as to sub-surface and other latent conditions, may not be readily apparent or observable by either party. The parties further acknowledge that the CCLRC has not performed any surveys, testing or other environmental or site analysis that, if known to exist by CCLRC, have not already been disclosed or provided to Contractor by CCLRC, and that there may be unknown and/or unforeseen site conditions. In the event that Contractor encounters or discovers such conditions on the Property, Contractor shall provide reasonable notice thereof to CCLRC, including the submission of any Change Orders relating to the Project or correction of any site conditions, and the parties agree that Contractor has no obligation to remedy or correct such conditions until the CCLRC has authorized and approved of the Change Order or other activities required to address such conditions on the Property.

### **ARTICLE THREE PAYMENT**

CCLRC shall pay Contractor as follows:

1. As Work on the Project progresses, Contractor shall submit invoices to CCLRC and CCLRC shall pay said invoices directly to Contractor. CCLRC shall make the aforementioned payments to Contractor within thirty (30) days of receipt of invoice, provided CCLRC's inspectors or authorized representatives agree with the accuracy and appropriateness of the draw request and accounting relative to the work performed. In the event of any disputed invoice, CCLRC shall pay the undisputed portion within the timeframe provided above, and the parties shall act in good faith to resolve any differences raised by such inspectors or auditors.

2. CCLRC shall cooperate to the extent necessary and appropriate to facilitate the payment of invoices and shall not unreasonably withhold or delay the payment of said invoices.

## **ARTICLE FOUR INSURANCE**

A. **REQUIRED INSURANCE.** From the date of execution to the Completion Date, Contractor shall maintain insurance, and/or shall cause its relevant subcontractor or sub-subcontractors to maintain insurance, of the type and with limits as set forth below:

1. Worker's Compensation Insurance as required by the State of Ohio;
2. Comprehensive Commercial General Liability Insurance, which insurance shall be written on an occurrence basis on the Insurance Services Office ("ISO") form or its equivalent, with limits of liability not less than:
  - i. \$1,000,000 each occurrence bodily injury & property damage;
  - ii. \$1,000,000 personal & advertising injury;
  - iii. \$2,000,000 general aggregate;
  - iv. \$2,000,000 products/completed operations aggregate.
3. Pollution Liability Insurance covering loss of damage associated with environmental impairment arising out of or in connection with the Project, with no asbestos or lead paint exclusions, and with limits of liability of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.
4. Automobile Insurance for owned or hired vehicles with limits for public liability of \$1,000,000 for each occurrence of bodily injury, and \$1,000,000 for any one accident, and property damage insurance with a limit of \$1,000,000 for any one accident, and property damage insurance with a limit of \$1,000,000 for each occurrence.
5. Umbrella/Excess liability Insurance to provide additional insurance limits for commercial general liability and/or automobile liability, with limits of liability not less than:
  - i. \$5,000,000 each occurrence;
  - ii. \$5,000,000 general aggregate;
  - iii. \$5,000,000 products/completed operations aggregate.
6. Professional Liability Insurance/ Errors & Omissions Liability Insurance, providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or other professional services with a limit of liability not less than:
  - i. \$2,000,000 per claim;
  - ii. \$2,000,000 aggregate;

B. **EVIDENCE OF INSURANCE.** All insurance required under Section Article 4 of this Agreement to be carried by Contractor or its subcontractors under the Agreement. Documents shall be with a company or companies or governmental agencies and on forms satisfactory to

CCLRC, and no such insurance shall be deemed to be in effect until such time as satisfactory certificates thereof are delivered to CCLRC, containing therein provisions requiring the insurance carrier to notify both CCLRC at least thirty (30) days prior to the effect of the same. Certificates shall be delivered to CCLRC prior to starting any work on the Project. Such certificates shall indicate that Contractor, its contractor or subcontractors (as applicable), is the primary named insured and, in addition, shall name CCLRC and NOACA and its employees as additional insured under the coverages for Public Liability and Property Damage, for all activities arising from or related to performance of work hereunder.

C. **WAIVER OF RECOVERY.** Contractor shall require all policies of insurance that are in any way related to the Project and that are secured and maintained by Contractor and/or subcontractors to include clauses providing that every underwriter shall waive all its rights of recovery under subrogation or otherwise against CCLRC. Contractor waives all rights of recovery against CCLRC and/or its subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Project and that are secured and maintained by Contractor. Contractor shall require all its subcontractors to waive the rights of recovery (as waived by Contractor) against CCLRC.

## **ARTICLE FIVE CONTRACTOR'S ADDITIONAL WARRANTIES**

### **A. STANDARDS OF PERFORMANCE.**

1. Contractor shall use personnel, equipment, and materials qualified and/or suitable to perform the work required to complete the Project. Contractor represents that and warrants that it is technically, financially, and legally ready, willing, and able to perform the work required by the Project and that it is familiar with and knowledgeable about the applicable laws, regulations, and government agency policy documents to the extent necessary to carry out its duties hereunder in a professional and competent manner in compliance with applicable laws and regulations.

2. All Contractor personnel have been professionally trained and fully qualified to perform their respective duties as assigned by or through Contractor. Contractor shall maintain appropriate records of the training and qualifications of its personnel assigned to perform the work required to complete the Project under this Agreement.

3. Contractor shall perform the work required by the Project in a good and professional manner, in accordance with the highest standards applicable to contractors performing work on projects of equivalent size, scope, and complexity as the Project, in strict accordance with the Agreement Documents, and in a timely manner. Contractor further warrants against defects due to Contractor's failure to conform to the standard set forth above in any designs provided hereunder, and that any such design shall be free and unencumbered by claims from Contractor or any third party. Contractor shall be responsible to CCLRC for the acts and omissions of all its employees and all Contractor subcontractors, their respective employees, agents, invitees, and all other persons performing any of the work under a contract with the Contractor.

4. Contractor work will be conducted in a safe and sanitary manner, and it has or will



timely obtain all required permits and licenses necessary to perform the work in compliance with all applicable permits, laws, regulations, standards, and licenses. Copies of such permits or licenses shall be provided to CCLRC upon request. Contractor will promptly notify CCLRC in writing in the event of any permit or license related to this Agreement or to Contractor's authorization or capacity to perform hereunder is revoked or has expired, or in the event any notice of violation is received which could result in a revocation of any permits or licenses necessary to perform the work.

5. Contractor and its subcontractors at every tier shall comply with all applicable federal, state, and local laws, and all executive orders, ordinances, and/or regulations, and codes issued pursuant to or otherwise relevant or applicable, including but not limited to those concerning health, safety and the protection of the environment.

6. Although Contractor may not be responsible for supervision, direction, or control over subcontractors' means, methods, techniques, sequences, or procedures, Contractor shall be fully responsible for the work performed by its subcontractors.

7. The Contractor shall comply with "Contract Provisions for Non-Federal Entity Contracts under Federal Award", which appear in EXHIBIT C.

8. Contractor agrees to include the Contract Provisions for Non-Federal Entity Contracts under Federal Award set forth in EXHIBIT C as terms and conditions in any contract entered into by and between the Contractor and subcontractor(s) it engages in pursuit of the Project. Contractor further agrees to require subcontractor(s) to include the terms and conditions in EXHIBIT C in all subcontractor agreements.

8. To the best of Contractor's knowledge and belief, upon completion of the Project as evidenced by the closing of permits or provision of other completion documents issued by all relevant agencies, the Property will be in conformity with all applicable codes, ordinances, regulations, rules and statutes pertaining thereto.

9. Contractor shall pay for all work, labor, and material furnished to the Property, and therefore there will be no Mechanic's Liens or the possibility thereof that may arise in connection with any work or labor done, or materials furnished to the Property prior to the completion of the Project, except where any such lien arises out of CCLRC's failure to pay any amounts due hereunder. Contractor shall provide an Affidavit of payment of Materialmen and Subcontractors to the CCLRC prior to receiving the final payment from the CCLRC.

10. Contractor, upon completion of the Project, and upon receipt of the final payment, shall assign and transfer to CCLRC, or, if requested by CCLRC, to CCLRC's nominee, all of Contractor's right, title and interest in any and all warranties issued explicitly by any supplier, materialmen or subcontractor or implied by law running from any of said manufacturers, mechanics, persons, firms or corporations, including, without limitation, any and all mechanical equipment or building materials installed on the Property.

B. FINAL COMPLETION OF SERVICES. Upon CCLRC's receipt of Contractor's final invoice, the final payment to the Contractor shall become due and payable as provided in

## Article 5.

C. **CONTRACTOR RESPONSIBILITY.** Contractor shall remain primarily responsible and liable for performance of the work, except to the extent that CCLRC has expressly directed a subcontractor to take a specific action contrary to Contractor's direction or approval.

D. **INDEMNITY.** Contractor shall at all times, and to the full extent of its proportionate liability, indemnify and hold CCLRC and NOACA, and their respective officers, trustees, employees, invitees, licensees, subsidiaries, and agents (the "Affiliates") harmless against and from all losses, liability, claims, expenses, judgments, fines, penalties, damages and other detriments of every nature and description (including reasonable attorneys' fees) to which CCLRC may be subjected by reason of any act or omission (including, without limitation, any negligence, gross negligence, willful misconduct, violation of law or breach of this Agreement), of Contractor, or any of Contractor's subcontractors, including, but not limited to: personal injury (including death), natural resource damages, loss of or damage to property of CCLRC or others, creation of any liens on the Property, and contractual damages arising from a breach of any contracts between the CCLRC and NOACA arising from any or omission by Contractor or its subcontractors.

## **ARTICLE SIX DEFAULT**

1. In the event the CCLRC defaults under this Agreement, including, without limitation, failing to tender to Contractor any payments when due, Contractor shall have the right to terminate the Agreement by providing the CCLRC with written notice thereof by certified or electronic mail. Upon receipt of any such notice, CCLRC shall have ten (10) business days thereafter within which to cure any such default. Termination shall only be effective following the expiration of such ten (10) business day period. Upon such termination, Contractor shall have the right to retain any funds paid theretofore as its damages and Contractor may pursue any other remedies at law which may be available to it.

2. In the event that Contractor shall default under this Agreement, CCLRC shall provide Contractor with written notice of such default. If Contractor fails to cure said default within (10) days of receipt of notice for any matters required in the Agreement, CCLRC shall have the right to retain the Property in its then current state of completion, free and clear of any further claim of the Contractor, and shall be entitled to pursue all other remedies available at law.

## **ARTICLE SEVEN TERMINATION**

This Agreement may be terminated by CCLRC, in its sole discretion, for convenience or for cause upon ten (10) days' written notice to Contractor. Upon such termination without cause, Contractor may be entitled to compensation for the Scope of Work, satisfactorily performed, for all eligible and documented costs arising from the Project up to the date of the termination.

## **ARTICLE EIGHT NOTICES**

Any notices required or permitted to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notice by certified mail addressed to the other party at the address set forth in Article 1 of this Agreement (such certified mail notice shall be deemed given three (3) days after mailing), or by electronic mail to [cbeck@cuyahogalandbank.org](mailto:cbeck@cuyahogalandbank.org), in the case of CCLRC, or to [REDACTED], in the case of Contractor (such electronic mail notice shall be deemed given when sent).

## **ARTICLE NINE ARBITRATION**

All claims or disputes arising out of this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then applicable, unless the parties mutually agree otherwise and in writing. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the Ohio Arbitration and Mediation Center, or a similar Alternative Dispute Resolution forum mutually accepted by the parties and shall be made within reasonable time after the dispute has arisen. The costs of arbitration shall be paid for by the parties in equal shares.

## **ARTICLE TEN RECORDS RETENTION**

A. **PUBLIC RECORDS AND INSPECTIONS.** Contractor acknowledges that this Agreement and other records in the possession or control of CCLRC regarding the Project undertaken under this Agreement are public records under Section 149.43 of the Ohio Revised Code and are open to public inspection unless a legal exemption applies. Contractor also acknowledges that records in the possession or control of Contractor regarding the work undertaken in connection with the Project may be public records under Section 149.43 of the Ohio Revised Code that are open to public inspection unless a legal exemption applies. Upon the request of CCLRC, Contractor shall make its books and records regarding work undertaken under this Agreement available for inspection and copying by CCLRC. Contractor shall maintain for CCLRC copies of all final documents prepared or obtained by Contractor pursuant to this Contract for a minimum of five (5) years after the termination of this Contract.

B. **REMEDIES.** The parties agree that violation of Article 10 of this Agreement would cause immediate and irreparable injury, loss, and damage to CCLRC and that an adequate remedy at law for such injury, loss or damage may not exist. Therefore, the parties hereto agree that, in the event of a breach or threatened breach of any such provision by Contractor, through any means whatsoever, CCLRC may immediately terminate the services of Contractor and may, in addition to any other remedies to which it may be entitled, institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any such provision, without the necessity of proof of actual injury, loss or damage.

C. **ENVIRONMENTAL RECORDS.** Contractor shall maintain complete and organized records of the chain of custody and control of all samples and waste materials handled, transported and/or disposed of as a result of Contractor's activities under this Agreement, and Contractor shall deliver all such records to CCLRC in accordance with instructions from CCLRC as soon as

Contractor's performance pursuant to this Agreement has been completed or terminated, or upon CCLRC'S request. Contractor shall maintain for CCLRC copies of all such environmental records prepared or obtained by Contractor pursuant to this Contract for a minimum of five (5) years after the termination of this Contract.

## **ARTICLE ELEVEN MISCELLANEOUS**

A. **AGREEMENT IS BINDING.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

B. **TIME.** Time is of the essence of this Agreement.

C. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Ohio except for its laws governing conflict and choice of laws.

D. **FORCE MAJEURE**

1. "Force Majeure" shall mean any event beyond the reasonable control and without the fault or negligence of any party claiming the benefit of this Section including, without limitation, acts of God; acts or omissions of any government or agency thereof; strikes or labor disputes; fire; flood; or explosions.

2. Whenever either party has knowledge of any kind that any Force Majeure or other situation is delaying or threatens to delay the timely performance of the obligations called for by this Agreement, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party. Neither party to this Agreement shall be liable for delay and/or failure to perform pursuant to the terms of this Agreement if and to the extent such delay and/or failure is due to Force Majeure as defined above provided that:

(a) No party may claim the benefit of this Section unless the delay and/or failure to perform are due to cause beyond its control and without its fault or negligence.

(b) Any delay and/or failure by a supplier or subcontractor at any tier of either party shall not be excusable unless such delay and/or failure arises out of causes beyond the control of the party claiming the benefit of this Section and the supplies and/or services to be furnished by that party's supplier and/or subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to this contract.

(c) Any party claiming the benefit of this Section shall use all reasonable diligence to remove the cause of delay and/or failure to perform as quickly as possible but shall not be required to settle strikes or other labor difficulties against its best judgment.

(d) In all cases the time extension due to delay shall be held to a minimum but under no circumstances shall it exceed the actual time lost.

E. EQUAL EMPLOYMENT OPPORTUNITY. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin.

F. ASSIGNMENT. Contractor shall not assign, sublet, or transfer all or part of its interest in this Agreement without the prior written consent of CCLRC.

G. ADDITIONAL RIGHTS AND REMEDIES. All rights and remedies of CCLRC specified in the Loan Agreement are not exclusive but rather are in addition to the rights and remedies afforded to CCLRC under this Agreement or by law, equity, custom, or otherwise.

H. SURVIVAL OF TERMS. In addition to provisions that expressly provide for survival following expiration or termination of this Agreement, those provisions of the Loan Agreement which by their very nature are incapable of being performed or enforced prior to expiration or termination of the Agreement or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination of the Agreement.

I. INDEPENDENT CONTRACTOR. Contractor is and shall remain for all purposes an independent contractor, and Contractor shall have no power, nor shall it represent that it has any power, to bind CCLRC or to assume or create any obligation, expressed or implied, on behalf of CCLRC, unless specifically authorized by this Agreement or otherwise in writing by CCLRC.

J. KEY PERSONNEL. Contractor shall designate and provide contact information for a "Project Manager" and other "Key Personnel," if any, as identified and approved by CCLRC. Contractor's Project Manager shall be [REDACTED]. If Contractor elects to replace any such Project Manager or other Key Personnel, Contractor shall furnish CCLRC reasonable notice, both orally and in writing. In the event of a need for replacement of any Key Personnel, Contractor shall furnish CCLRC with the name(s) and contact information for any replacement.

K. NO WAIVER. Failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right thereafter to enforce such provisions.

L. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement, the terms and conditions herein contained, together with all exhibits attached hereto and other agreements and documents referred to herein, shall constitute the entire agreement between CCLRC and Contractor with respect to the work required by the Project, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as may be permitted hereunder. This Agreement may be amended or modified only by a writing signed by both parties.

M. SAVINGS CLAUSE. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, such

invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

N. SUBCONTRACTORS.

1. Each subcontract entered into by Contractor in connection with the Project shall require the subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement, assumes toward CCLRC and NOACA. Each subcontract shall preserve and protect the rights of CCLRC and NOACA under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Agreement, has against CCLRC. Where appropriate, Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, a copy of this Agreement and any other applicable documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract which may be at variance with this Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

2. Notwithstanding any provision of this Article 11 to the contrary, all subcontracts shall be in writing. Contractor shall provide copies of subcontracts to CCLRC upon request. Contractor will ensure that each such subcontract contains provisions requiring:

- (a) that the work be performed and guaranteed in accordance with the requirements of this Agreement and the Loan Agreement;
- (b) submission to Contractor of invoices under each subcontract, and reasonable time to enable Contractor to apply for payment in accordance with Article 3.
- (c) that the subcontractor pays sub-subcontractors in accordance with applicable state law; and
- (d) that the subcontractor purchase and maintain insurance and comply with all insurance provisions as required by Article 4.

O. LOAN AGREEMENT. All provisions of the Loan Agreement which by their terms are applicable to contractors and subcontractors of the CCLRC shall be (a) binding upon Contractor and its subcontractors on the Project, and (b) incorporated by reference, and made applicable, in this Agreement and in any and all agreements Contractor enters into with said subcontractors.

P. PRESS RELEASES; CONFIDENTIALITY. Contractor shall not issue any press releases or engage in any dialogues or interviews regarding the Project, the Property, or this

Agreement with the media or any other persons or entities for the dissemination to the public without the prior written consent of CCLRC. The contents and substance of all discussions and communications, oral or written, between CCLRC and Contractor shall be kept confidential and shall not be disclosed by Contractor to any persons or entities unaffiliated with the Project, including governmental authorities, community groups and prospective tenants of the Project, without the prior written consent of CCLRC, or as otherwise required by law.

Q. ANTI-KICKBACK CLAUSE. Contractor and CCLRC affirm and declare that they have not accepted or given any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.

R. NON-COLLUSION CLAUSE. Contractor shall require all of its subcontractors and their sub-subcontractors to certify that said contractor has not prepared its winning bid for work under this Agreement in collusion with any other bidder, and that the prices terms, and conditions of said bid have not been communicated by the contractor nor by any employee or agent of the contractor to any other person engaged in the applicable type of business prior to the official opening of said bid.

S. DRUG FREE WORKPLACE. Contractor certifies that it, and all its subcontractors has enrolled in, and has implemented an Ohio Bureau of Workers' Compensation drug-free program, either the Drug-Free Safety Program or has adopted and implemented a comparable program.

T. ETHICS AND CONFLICT OF INTEREST. Contractor, its employees, and subcontractors are knowledgeable of and understand Ohio Ethics and Conflict of Interests Laws.

U. USE OF TERMS. The pronouns and relative words used shall be read as if written in singular or plural, masculine, feminine, or neuter, as necessary to fit the parties to this Agreement.

V. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. The parties acknowledge that a .pdf version of a signature shall constitute best evidence and the equivalent of a "wet ink" version.

**Signature Page to Follow**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed as of the day and year first above set forth.

CCLRC:

CONTRACTOR:

Cuyahoga County Land Reutilization Corp.

TBD

By: \_\_\_\_\_  
Ricardo Leon, President & CEO

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Douglas Sawyer, General Counsel

Date: \_\_\_\_\_

**Signature Page to Environmental Remediation Contract**



**EXHIBIT A**  
**LOAN AGREEMENT**

DRAFT

**EXHIBIT B**  
**SCOPE OF WORK**

DRAFT

**EXHIBIT C**  
**CONTRACT PROVISIONS**  
**FOR NON-FEDERAL ENTITY CONTRACTS**  
**UNDER FEDERAL AWARD**

All provisions provided below are hereby incorporated by reference into the Agreement and by entering into the Agreement, Contractor certifies the following:

**Appendix II to Part 200 Contract Provisions for**  
**Non-Federal Entity Contracts Under Federal Awards**

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

***Pursuant to Rule (A) above, the CCLRC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.***

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

***Pursuant to Rule (B) above, CCLRC reserves the right to terminate any agreement resulting from this procurement process pursuant to the terms of the Agreement.***

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

***Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.***

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

***Pursuant to Rule (D) above, Contractor will follow all applicable Davis-Bacon Act provisions.***

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

***Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.***

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

***Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.***

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

***Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.***

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

***Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.***

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

***Pursuant to Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).***

### **Record Retention Requirements**

Contractor certifies that during the term of the Agreement, Contractor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that all records will be retained as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### **Energy Policy and Conservation Act Compliance**

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **Buy American Provisions Compliance**

To the extent Contractor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

### **Recovered Materials (2 C.F.R. § 200.322)**

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

### **Access to Records (2 C.F.R. § 200.336)**

Contractor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of

such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **Complying with Federal, State, and Local Laws**

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Contractor's agreement.