



Request for Proposals (RFP)

Brownfield Community-Wide Assessment Grant Assistance

The City of Goshen is soliciting Qualifications from firms interested in providing professional environmental services to support implementation of the City of Goshen's U.S. Environmental Protection Agency (USEPA) Community-Wide Assessment Grant. Disadvantaged Business Enterprises (DBEs) are encouraged to respond to this solicitation.

Project Name: USEPA Brownfield Community-Wide Assessment Grant Consultant Selection Project

RFP Issue Date: December 19, 2011

Submission Deadline: January 16, 2011

Introduction

The City of Goshen (the City) is seeking to select an environmental consulting firm to assist in fulfilling the project and grant management obligations for a USEPA Brownfield Community-Wide Assessment Grant (Assessment Grant) awarded to the City. The City received a total grant award of \$400,000 with \$200,000 for the assessment of hazardous substances and \$200,000 for petroleum substances. The selected environmental consulting firm (Respondent) will have experience in the completion of USEPA approved environmental assessments and compliance with the requirements set forth with federally funded projects. The selected Respondent also will have the requisite capabilities and experience to assist the City in acquiring and managing other USEPA Assessment Grants that may be awarded to the City during the Contract period.

Background

The U.S. Environmental Protection Agency has awarded the City an Assessment Grant for the assessment of sites contaminated by hazardous substances and petroleum products. The grant funds will be used to identify existing brownfield sites/properties within the City; investigate the historic uses of the properties and identify Recognized Environmental Conditions; determine the type, severity and extent of environmental contamination; and develop liability management and remedial strategies that will allow for the safe and viable redevelopment/reuse of properties.

The City's intent is to leverage the funding to support and expand brownfield redevelopment efforts that are being driven by private and municipal development efforts. The selected Respondent will assist with the grant management, perform environmental assessments, and prepare technical documents.

Becky Hershberger, Brownfield Coordinator for the City, will serve as the Project Coordinator and Mark Brinson, Community Development Director, will oversee the project as the Project Manager. The City will be responsible for the overall management of the assessment grant and will be responsible for all USEPA reporting requirements. Throughout the project, the City expects to be actively involved in all aspects of the project and involved in any decisions made regarding grant funded activities. The City will complete quarterly reports, annual financial status reports, and Assessment, Cleanup and Redevelopment Exchange

System (ACRES) updates with assistance provided by the selected Respondent. The City’s Project Coordinator will coordinate the grant activities with the selected Respondent and will serve as liaison with the USEPA, the Goshen Redevelopment Commission, and the public at large through community outreach activities with assistance provided by the selected Respondent.

The City has also received a \$1,000,000 Brownfields Revolving Loan Fund (RLF) grant from the USEPA and will be securing an environmental consultant for that funding through a separate RFP process. The combination of the funds, however, allows for the City to provide a more broad array of services to the community to facilitate redevelopment of potential brownfield properties. It is expected that the selected Respondent will collaborate with the City and the environmental consultant secured for the RLF grant to best market the available funds and to best serve the community.

The established budget for the grant funds is detailed below. Additional details regarding the breakdown is available in the attached USEPA approved Work Plan.

Budget Categories	Hazardous Substances Assessment Grant Project Tasks					
	<i>Task 1</i> Programmatic Costs	<i>Task 2</i> Community Outreach	<i>Task 3</i> Site Inventory	<i>Task 4</i> Site Assessment	<i>Task 5</i> Cleanup Planning	Total Budget
Personnel	\$3,500					\$3,500
Fringe Benefits						
Travel			\$400			\$400
Equipment						
Supplies		\$500				\$500
Contractual		\$5,000	\$2,100	\$173,500	\$15,000	\$195,600
Other						
Total Budget	\$3,500	\$5,500	\$2,500	\$173,500	\$15,000	\$200,000

Budget Categories	Petroleum Assessment Grant Project Tasks					
	<i>Task 1</i> Programmatic Costs	<i>Task 2</i> Community Outreach	<i>Task 3</i> Site Inventory	<i>Task 4</i> Site Assessment	<i>Task 5</i> Cleanup Planning	Total Budget
Personnel						
Fringe Benefits						
Travel	\$2,000		\$400			\$2,400
Equipment						
Supplies		\$500				\$500
Contractual		\$5,000	\$2,100	\$165,000	\$25,000	\$197,100
Other						
Total Budget	\$3,600	\$5,500	\$2,500	\$165,000	\$23,400	\$200,000

SCOPE OF SERVICES

The tasks envisioned for this project are outlined below. Proposing firms may suggest, as part of their submission and presentation, different approaches, refinements, and improvements to the phases provided that they are in keeping with the overall purpose of the project. We anticipate the activities associated with this project will extend through the grant completion date of July 31, 2014.

Proposals submitted to the City in response to this RFP must demonstrate how the following tasks will be fulfilled by the Respondent. The selection of the firm will be based on how well the proposal responds to these tasks.

Task 1: Programmatic Activities

Grant administration will primarily be the responsibility of the City's Project Coordinator. However, the selected Respondent will provide technical assistance and updates regarding grant activities throughout the project duration and will keep the City informed and included as all decisions are made related to this project.

Specific activities to be completed under this task will include the following:

- The selected Respondent will provide site-specific technical project updates to the City in writing within twenty (20) days prior to the due date for all Quarterly Reports.
- The selected Respondent will provide site-specific information to the City that is necessary to complete updates to the ACRES database on a monthly basis throughout the Contract period.
- The selected Respondent will communicate project status and activity updates to the City's Project Coordinator on a frequent basis throughout the project duration via telephone calls, e-mail and update meetings.

Task 2: Community Outreach

Community involvement will be a key activity for the assessment grant funds. The City's goal for the funding is to support and expand brownfield redevelopment efforts that are being driven by private and municipal development efforts. Marketing the funds will be important to ensure that possible applicants are aware of this opportunity.

Specific activities to be accomplished under this task will include the following:

- The selected Respondent will assist the City in developing a webpage, to be linked to the City's website, that will provide information about the City's Brownfields program. The selected Consultant's role in this task will be to develop language and information that will be included in the website about the assessment grant, including updates on activities and progress with a link for public feedback.
- The selected Respondent will develop informational handouts to be finalized by the City regarding the available funding. The materials will be distributed via the project website, City offices, the Goshen Chamber of Commerce and Elkhart County Economic Development Corporation.
- The selected Respondent will develop an application form to be finalized by the City that will be utilized by applicants applying for the available funds that will include all necessary information to fully review and evaluate the funding request.

- The selected Respondent will assist in community informational meetings to provide information to the public. It is anticipated that there will be no more than three (3) informational meetings held throughout the grant period. The City will complete all work necessary to secure meeting locations and advertise for the events.

Task 3: Site Inventory & Selection

The City has an initial inventory of potential brownfields that will be compiled within a database throughout the project.

Specific activities to be accomplished under this task will include the following:

- The selected Respondent will develop a Geographic Information Systems (GIS) geodatabase for the existing inventory and compile and enter additional information collected during the grant period. All database files generated as part of this project will be shared with the City. Initially, the selected Respondent will develop a form to guide and document data collection and facilitate an efficient transition into the GIS database. After preparing the form, other sites will be identified by the selected Respondent and the City through review of the Indiana Department of Environmental Management (IDEM) and Indiana Brownfields Program (IBP) databases of contaminated sites, community stakeholder nominations, and ground surveys.

Elkhart County has received multiple USEPA Community-Wide Assessment grants within the last several years and we plan to coordinate our efforts with the work that they have done in establishing a county-wide inventory. The selected Respondent will be expected to work with the City to ensure that that information compiled as part of this project is shared efficiently and effectively between the City and Elkhart County.

Task 4: Site Assessment

The selected Respondent will be required to prepare and submit a Quality Assurance Project Plan (QAPP) to the USEPA for approval prior to the commencement of any assessment activities.

The selected Respondent will provide environmental services, including the completion of Site Eligibility Determinations, Phase I ESAs in accordance with All Appropriate Inquiry and ASTM Practice E 1527-05 “Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process”, Phase II Environmental Site Assessments (ESAs) and hazardous materials (e.g., asbestos and/or lead based paint) assessments. Prior to completion of Phase II ESAs or Hazardous Materials Assessments for each eligible site, the Respondent will complete a Health and Safety Plan (HASP) and a Sampling Analysis Plan (SAP). The selected Respondent will coordinate with the City to communicate with site owners, negotiate access agreements, and complete site eligibility determinations prior to beginning site assessment activities. All costs for specific tasks (i.e. the performance of a Phase I ESAs, Phase II ESAs and Hazardous Materials Assessments) will be determined and approved prior to the initiation of any work, and the selected Respondent will be responsible for preparing a very brief, but descriptive, cost proposal that will require authorization by the City. The ACRES database will be updated at the conclusion of each Project by the City with input from the selected Respondent.

Task 5: Cleanup Planning

The selected Respondent will work with the City to conduct cleanup and redevelopment planning as required by the IBP, Voluntary Remediation Program (VRP), or Underground Storage Tank (UST) programs for brownfields where redevelopment is imminent and such activities will assist the developer. Planning may take the form of identifying soil and groundwater contamination, conceptual site models,

site-specific remedial action objectives, identifying state and federal cleanup regulatory requirements, and remedial alternatives; preparing Remediation Work Plans (RWPs); assessment of brownfields cleanup and redevelopment alternatives; and evaluation of institutional and engineering controls. Meetings will be held with stakeholders to develop and review the most appropriate and effective remedial options for each selected brownfield site and redevelopment. The City and selected Respondent will work closely with IDEM and/or IBP and USEPA in considering options for planning. Prior to beginning any work associated with this task, the selected Respondent will be responsible for preparing a very brief, but descriptive, cost proposal on a site-specific basis that will require approval and authorization to proceed by the City.

PROPOSAL SUBMISSION INFORMATION

Proposal Due Date and Submission

Copies Required: Five (5) bound copies and one (1) electronic copy on CD-ROM. Facsimile or email submissions will not be accepted.

Submissions must be in a sealed envelope labeled ‘USEPA Brownfield Community-Wide Assessment Grant Consultant Selection Project’ and shall include the Submitter’s company name and address and the submission due date. If sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “PROPOSAL ENCLOSED” on the face of the outer envelope. Failure to properly identify an offer according to these instructions may result in an automatic disqualification of a submission from consideration. In addition, the Respondent shall assume full responsibility for delivery of the Proposal to the City of Goshen on or before the appointed hour for opening same and shall assume the risk of late delivery or non-delivery. Late submissions will not be accepted or considered.

Due Date and Time: On or before 2:00 p.m. EST on Monday, January 16, 2011

Submission Delivery Location:

City of Goshen
Becky Hershberger, Brownfield Coordinator
204 E. Jefferson Street, Suite 2
Goshen, IN 46528

Submissions must be signed by a representative of the Respondent’s organization authorized to submit and bind the Respondent to the terms and conditions of this RFP.

Submissions will be opened on or after the submission due date and time, at the sole discretion of the City of Goshen. All submissions become the property of the City and are a matter of public record.

Questions

Questions regarding the RFP may be directed to the following:

Becky Hershberger
City of Goshen Brownfield Coordinator
204 E. Jefferson Street, Suite 2
Goshen, IN 46528
(574) 533-3579
beckyhershberger@goshencity.com

All questions and/or requests for clarifications regarding the RFP are to be in writing no later than five (5) days before the proposal due date. Disclosing any questions received by the City of Goshen to all Respondents will be at the sole discretion of the City of Goshen.

Submission Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. To achieve a uniform review process and to obtain the maximum degree of comparability, the proposals shall be organized in the manner specified below:

1. **Title Page:** List the name of the firm(s) included in the proposal, including their addresses, contact numbers, name of the primary contact person and the date.
2. **DBE Status:** State the firm's status as a Disadvantaged Business Enterprise (DBE) or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certification must be included in the response. Neither the Respondent nor a subcontractor will be considered a DBE without valid certification submitted as part of the response.
3. **Firm History:** Provide a brief history of the firm(s) that demonstrates history and experience in USEPA approved environmental site assessment projects and compliance with the requirements set forth for federally funded projects similar to the project described in this RFP.
4. **Project Team Description:** Explain the proposed project team and their qualifications, including an organizational chart identifying all key project team members and demonstration that each team member is qualified to perform the assigned role and tasks. Identification and qualifications of all proposed subcontractors shall be included, detailing the services that they will be providing.
5. **Previous Project Experience:** Provide a description of at least three of the most similar and most recent environmental site assessment projects that the firm has undertaken.
6. **Previous Federal Projects:** Provide a description of any previous federally funded environmental site assessment projects.
7. **Reference:** Provide the names and contact information of individuals who would be reference for similar projects. *(Limit 3 reference per firm included in the project team)*
8. **Description of Project Understanding and Scope:** A detailed description in both narrative and graphic form as necessary should be provided that outlines how the firm(s) would propose to accomplish the tasks outlined in this RFP. The Respondent should demonstrate their understanding of a typical cost and schedule for the tasks.
9. **Cost Schedule:** Provide unit cost schedule information, including at a minimum a rate schedule for personnel, equipment, sub-contractors, mark-up, etc. for all services associated with the activities requested as part of this RFP. Overall project budget breakdown by task, including estimated numbers of grant-specific activities to be completed and work products prepared in each task.
10. **Project Timeline:** The consultant shall provide a projected schedule for the work tasks set forth in this RFP.
11. **Firm Availability & Capacity:** A statement of the firm's availability to begin the project and the capacity of the firm with respect to other projects that are under contract that may affect the timely completion of the work outlined in this RFP.

The proposals shall be limited to twenty-five (25) pages total. Submissions exceeding this limit will not be considered.

Evaluation of Proposals

Proposals will be evaluated using a 100 point evaluation system. The following criteria will be used to evaluate proposals received and each criterion will be assigned points up to the maximum number of points that have been allocated to each criteria.

- **Qualification of Firm or Firms:** The successful proposal will be evaluated on the basis of experience in performing similar projects involving environmental site assessments and project involving compliance with federal funding. Particular attention will be focused on similar projects and the degree and extent to which people from the firm or firms who are assigned to this project have participated in similar projects. (20 points)
- **Project Understanding:** Proposals will be evaluated on the basis of the accuracy and thoroughness that the consultant demonstrates related to the objectives of the project and how well the consulting firm demonstrates an understanding of what the City seeks to accomplish with this project. (15 points)
- **Project Approach:** A consultant firm(s) will be evaluated on how well the proposal addresses the tasks defined of the Scope of Services in this RFP. The firm(s) demonstrated understanding of costs of services for performing the specific tasks will also be evaluated. (45 points)
- **Quality of Work:** Consulting firms will be evaluated on the quality, quantity, timeliness and value received for work similar to the work described in this RFP as determined from the previous project experiences and references provided by the consultant. (20 points)

Consultant Selection Process

Mark Brinson, Community Development Director, will select four (4) persons, in addition to himself, to constitute a selection committee. The selection committee will review the proposals submitted and will evaluate the proposals based on the evaluation criteria identified in the Request for Qualifications. The selection committee will make their recommendations to the Redevelopment Commission.

Selection of Proposals

If a Contract is awarded by the City of Goshen, it will be awarded to the responsible Respondent whose proposal is determined by the Redevelopment Commission to be the most advantageous taking into consideration price and the other evaluation factors described in the section of this proposal titled Evaluation of Proposals.

The City of Goshen reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received, whenever such rejection or waiver is in the City of Goshen's best interest.

The selection committee may elect to interview any respondent submitting a proposal and may ask any respondent to supplement the proposal with material or information deemed appropriate by the selection committee. Interviews are not guaranteed and all proposals should be submitted in their final form with all required information.

The selection committee will make its recommendation to the Redevelopment Commission based upon the proposals submitted and any supplemental material or information submitted by any of the respondents at the request of the selection committee. After the recommendation of the selection committee, the Redevelopment Commission will select one of the respondents. The Redevelopment Commission reserves the right not to select any of the proposals submitted.

Contract Negotiations

Once the Redevelopment Commission has selected a consultant based on the Respondent's proposals, the City will negotiate a contract with the selected Respondent. If the City and selected firm reach an agreement,

the contract will be referred to the Redevelopment Commission for approval and execution. If no agreement can be negotiated, the Redevelopment Commission will be asked to select another Respondent.

Any contract will not be considered executed unless approved by the City of Goshen Redevelopment Commission and signed by Mark Brinson, Community Development Director.

Schedule

The following is the proposed schedule for this RFP:

December 19, 2011	Distribute Request for Proposals
January 16, 2012	Deadline for Receipt of Proposals
January 17 – February 13, 2012	Committee to Review Proposals
February 14, 2012	Redevelopment Commission Award

Inspection of Documents

Documents in the possession of the City of Goshen and related to this solicitation, but not included in this RFP, will be available upon request to interested respondents.

Insurance

The following is a brief explanation of the insurance coverage that the Redevelopment Commission requires of the consultant. An affidavit of insurance will be required of the contractor selected.

1. Worker’s Compensation – This coverage is generally required by law and provides protection to the employees of a contractor as a result of personal injury or death suffered by the employees while in the course and scope of their employment.
2. Employer’s Liability – This coverage is written in conjunction with Worker’s Compensation and provides insurance for the employer’s liability to its employees in circumstances where the injury is not covered by the Worker’s Compensation law and the employer may be subject to common law liability. Employer’s liability insurance shall be a minimum amount of \$100,000 per occurrence.
3. Comprehensive General Liability – This coverage insures against a broad range of liability hazards arising from the performance of the contract. This coverage should be viewed as the most basic of liability coverage required of a contractor and generally protects against the hazards of premises and operations; independent contractors; and completed operations. This coverage is also the basic coverage to which the subsequent endorsements are attached. Comprehensive general liability insurance for bodily injury, death or loss of or damage to, property of third persons in minimum amount of \$1,000,000 per occurrence and in the aggregate for each policy year shall be procured and maintained.

Disadvantaged Business Enterprises (DBEs)

The City encourages qualified DBEs, i.e. Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), to respond to this RFP. The City of Goshen also encourages RFP Respondents to identify and include qualified DBE subcontractors in their response.

The Respondent shall clearly identify their status as a DBE or non-DBE in their response. If the Respondent is claiming DBE status, the Respondent shall submit their valid certification as part of their response.

Incurred Costs

The City of Goshen shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the Contract(s). Total liability of the City of Goshen is limited to the terms and conditions of this request and any resulting Contract.

News Releases, Media Advisories and Media Interaction

The Respondent shall not discuss the RFP with any member of the media or issue news releases or media advisories pertaining to this request, or the work to which it relates, without prior expressed approval of the City of Goshen. Should a member of the media or press contact the Respondent regarding this request, or the work to which it relates, the media or press should be referred to the City of Goshen.

Terms, Conditions And Exceptions

The City of Goshen reserves the right to alter, amend, or modify any provision of this RFP or the consultant selection process, or withdraw the RFP, at any time prior to the award of a Contract, if it is in the best interest of the City of Goshen to do so.

The City of Goshen reserves the right to reject any and all responses without cause, waive irregularities in procedures related to the RFP, and make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses.

Some or all of the work performed under this project may be subject to federal contractual and cross-cutting provisions. The City of Goshen hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act) and DBE utilization.

In the event the selected Respondent(s) do not enter into the required agreement to carry out the purposes described in this RFP, the City of Goshen may commence negotiations with another Respondent.



Attachments

Exhibit A – USEPA Cooperative Agreement No. BF-00E00884-0

Exhibit B – Project Work Plan

Exhibit A

USEPA Cooperative Agreement No. BF-00E00884-0

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	ASSISTANCE ID NO.			DATE OF AWARD 09/13/2011	
		PRG	DOC ID	AMEND#		
		BF - 00E00884 - 0				
		TYPE OF ACTION New			MAILING DATE 09/20/2011	
PAYMENT METHOD: ASAP			ACH# 50067			
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center				
RECIPIENT: City of Goshen 204 E. Jefferson Str., Ste. 2 Goshen, IN 46528 EIN: 35-6001045		PAYEE: City of Goshen 204 E. Jefferson Str., Ste. 2 Goshen, IN 46528				
PROJECT MANAGER Becky Hershberger 204 E. Jefferson Str., Ste. 2 Goshen, IN 46528 E-Mail: beckyherhberger@goshencity.com Phone: 574-533-3579		EPA PROJECT OFFICER Patricia Polston 77 West Jackson Blvd., S-6J Chicago, IL 60604-3507 E-Mail: Polston.Patricia@epa.gov Phone: 312-886-8093		EPA GRANT SPECIALIST Prentiss Dixon Assistance Section, MC-10J E-Mail: Dixon.Prentiss@epa.gov Phone: 312-353-3544		
PROJECT TITLE AND DESCRIPTION City of Goshen, Indiana This agreement with the City of Goshen, Indiana is a community-wide Brownfields Assessment Cooperative Agreement (CA) for both hazardous substances and petroleum. The funds will be used to list potential brownfields sites, create inventory and site prioritization, conduct Phase I assessments, conduct Phase II assessments, prepare remedial action plans and to facilitate on-going community involvement for both hazardous substances and petroleum contaminated sites.						
BUDGET PERIOD 08/01/2011 - 07/31/2014		PROJECT PERIOD 08/01/2011 - 07/31/2014		TOTAL BUDGET PERIOD COST \$400,000.00		
				TOTAL PROJECT PERIOD COST \$400,000.00		
NOTICE OF AWARD						
Based on your application dated 07/01/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$400,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507			ORGANIZATION / ADDRESS U.S. EPA, Region 5 Superfund Division, S-6J 77 West Jackson Blvd. Chicago, IL 60604-3507			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Cyndy Colantoni, Associate Director for Resources Management		DATE 09/13/2011		
AFFIRMATION OF AWARD						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE 		TYPED NAME AND TITLE Becky Hershberger, Brownfield Coordinator		DATE 9/23/2011		

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 400,000	\$ 400,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 400,000	\$ 400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
GOSHEN	1105STX021	11	E4	05F2AG7	402D79E	4114	G57ENY00		200,000
GOSHEN	1105STX021	11	E4	05F2AG7	402D79EBP	4114	G57EOR00		200,000
									400,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$3,500
2. Fringe Benefits	\$0
3. Travel	\$4,400
4. Equipment	\$0
5. Supplies	\$1,000
6. Contractual	\$391,100
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$400,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$400,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$400,000
15. Total EPA Amount Awarded To Date	\$400,000

Administrative Conditions

1. FISCAL YEAR 2011 ACORN FUNDING RESTRICTIONS

Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

2. CONSULTANT CAP

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

3. COPYRIGHTED MATERIAL

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

4. DBE PART 31 - ACCEPTING GOALS - PROJECT GRANTS

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives /Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Indiana Department of Environmental Management as follows:

MBE: CONSTRUCTION 7%; SUPPLIES 4%; SERVICES 8% EQUIPMENT 4%
WBE: CONSTRUCTION 5%; SUPPLIES 9%; SERVICES 8% EQUIPMENT 9%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Indiana Department of Environmental Management.

Negotiating Fair Share Objectives /Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS , 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources .
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING , 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE /WBEs are counted toward a recipient's MBE /WBE accomplishments .** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to

Adrienne M. Callahan
Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends . Your grant cannot be officially closed without all MBE /WBE reports .

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp .

CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST , 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

5. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

6. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIED REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final

payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

7. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

8. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this

assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

9. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. RECYCLED PAPER - PART 31 RECIPIENTS - STATE, TRIBES & LOCAL GOVERNMENTS

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

11. RECYCLED PRODUCTS - STATE AGENCIES AND POLITICAL SUBDIVISIONS

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

12. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

13. SINGLE AUDIT ANNUAL REPORTING REQUIREMENT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient **MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

14. SUBAWARD REPORTING

- a. The recipient agrees to:
- (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable

- regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

15. SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first -tier subawards .

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made.

(For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives .

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received--

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at www.ccr.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives .

1. Applicability and what to report. Unless you are exempt as provided in

paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. subawards,
and

ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

16. SUSPENSION & DEBARMENT: 2 CFR PART 1532

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

17. TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension

(Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

18. UNLIQUIDATED OBLIGATIONS - INTERIM FFR - PART 31 RECIPIENTS

Submission of interim Federal Financial Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: **7/31**

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/financeservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

A. Federal Policy and Guidance

1.
 - a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2010 competition for Brownfields assessment cooperative agreements. However, the CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the final work plan.
 - b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
 - c. The recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally-funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.
 - d. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
 - e. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in §101(39) of CERCLA, the identity of the owner, and the date of acquisition.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR must provide information sufficient for EPA to make a property-specific funding determination. The CAR must provide sufficient information on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2.
 - a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated August 2009 for discussion of this element)

documenting that:

- (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
- (2) the State determines there is "no viable responsible party" for the site;
- (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA must also make all determinations on the eligibility of petroleum contaminated brownfield sites located on tribal lands (i.e., reservation lands or otherwise in Indian Country, as defined at 18 U.S.C. 1151). Prior to incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan approved by EPA, or EPA may terminate this agreement for non-material compliance with this with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities. Examples of "sufficient progress" include procuring an environmental consultant and having contracted for at least one Phase I report; having EPA approval of a QAPP if environmental sample collection is part of the scope of the approved CA work plan. For assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement is in place .
3. Assessment funding for any eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.

- b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under §107 of CERCLA. (See Section II.C.3 for more information on subgrants.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA §128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under the applicable OMB Circulars.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors comply with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.3. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

D. Quarterly Progress Reports

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of

- problems encountered during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
- b. An update on project schedules and milestones.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A separate budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds for each (hazardous substance funding, and/or petroleum funding, depending on whether this grant includes only hazardous substance and/or petroleum funding or both- see approved workplan).
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
 3. In accordance with 40 CFR 31.40(d), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

F. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.

2. **Local Governments only.** No more than 10% of the funds awarded by this agreement may be used for brownfield program development and implementation (including monitoring of health and institutional controls) as described in the EPA approved work plan. The CAR must maintain records on funds that will be used to carry out all program development and/or health monitoring and institutional control activities to ensure compliance with spending limits.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
- b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
- c. Job training unrelated to performing a specific assessment at a site covered by the grant;
- d. To pay for a penalty or fine;
- e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
- f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA §107;
- g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- h. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars.

2. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars.

- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
- b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 40 CFR 31.42;
 - (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;
 - (5) Maintaining and operating financial management systems required under 40 CFR 31;
 - (6) Preparing payment requests and handling payments under 40 CFR 31.21;
 - (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
 - (8) Close out under 40 CFR 31.50.

3. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.
4. The CAR must not include management fees or similar charges in excess of the direct costs or at the rate provided for by the terms of the agreement negotiated with EPA. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

C. Interest -Bearing Accounts and Program Income (Note: This term is typically not applicable to Assessment Grants.)

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21 (f).

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project

objectives and to minimize data loss. State law may impose additional QA requirements.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA §104(k)(2)(B)(ii) and CERCLA §101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-05 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-06-244). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

All Phase I / Appropriate Inquiries (AAI) final reports / produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All Phase I / AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "Reporting Requirements Checklist" that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.

- a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
- b. An identification of "**significant**" **data gaps** (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - *"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."*
 - *"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

Note: Please use either "I" or "We."

d. In compliance with §312.31(b), the environmental professional must include in the final report an

opinion regarding additional appropriate investigation , if the environmental professional has such an opinion.

EPA may review checklists and Phase I / AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-05). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire Phase I / AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

V. Conflict of interest: Appearance of lack of Impartiality

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above,
- has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

- 1. The Final Report as described in II.F.
- 2. A Final Federal Financial Report (FFR - SF425). Submitted to:

U.S. EPA Las Vegas Finance Center
P.O. Box 98515
Las Vegas, NV 89193-8515

Fax: (702) 798-2423
<http://www.epa.gov/ocfo/finservices/payinfo.html>

3. A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

2. NATIONAL HISTORIC PRESERVATION ACT

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable shall assist EPA in complying with any requirements of the Act and implementing regulations.

3. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

Recipients subject to 40 C.F.R. Part 31 (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A or B)

Performance Reports:

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

4. FOOD & REFRESHMENTS

Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

5. SUFFICIENT PROGRESS

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

Exhibit B
Project Work Plan

**Work Plan for the Brownfield Community-Wide Assessment Grant –
Hazardous Substances and Petroleum
City of Goshen, Indiana**

Grant Recipient: City of Goshen
204 E. Jefferson Street, Suite 2
Goshen, IN 46528

Project Contact: Becky Hershberger, Brownfield Coordinator
Telephone 574-533-3579
Fax: 574-537-3817
E-mail: bekyhershberger@goshencity.com

Project Period: September 1, 2011 – August 31, 2014

This project supports:

Environmental Results Goal 3: Cleaning up communities, advance sustainable development, and protect disproportionately impacted low-income, minority and tribal communities. Prevent releases of harmful substances and clean up and restore contaminated areas.

Objective 3.1: Promote Sustainable and Livable Communities.

Strategic Measures: Assess and Cleanup Brownfields. Specifically, the recipient will inventory, characterize and conduct planning and community involvement activities to encourage the revitalization and reuse of brownfields sites.

The Project Period is 3 years.

CFDA: 66.818

CERCLA Authority: 104(k)(2)&(3)

DCN: STX

Budget: FY11

Appropriation: E4

Budget Org: 05F0AG7

Object Class: 4114

Program Results Code (PRC): Hazardous Sub 402D79 (Action Code: NY) & Petroleum 402D79EBP (Action Code: OP)

Proposed Outputs and Outcomes:

The primary expected output for the assessment grant will be assessment of brownfields with the City of Goshen, Indiana, that will support the cleanup and redevelopment of these brownfields. The following outputs associated with the assessment grant will be tracked:

- Number of community meetings held (including summary of discussions and community concerns and recommendations)
- Number of Phase I ESAs and Phase II ESAs completed
- Number of RWPs completed
- Number of sites where cleanup planning was conducted

The expected outcomes of the assessment grant activity will include reducing environmental threats to the various neighborhoods in the City and improving economic conditions. The following outcomes will be tracked for projects supported by the assessment grants:

- Acres of land assessed
- Acres of property remediated
- Acres of property redeveloped
- Redevelopment investment value
- Jobs created/retained and tax revenue generated
- Acres of parks/greenspace preserved and/or created
- Other leveraged funding

I. INTRODUCTION

The United States Environmental Protection Agency (USEPA) has awarded the City of Goshen (“City”) a Brownfields Assessment Cooperative Agreement (CA) for the assessment of sites contaminated by hazardous substances and petroleum products. The CA funds will be used to identify existing brownfield sites/properties within the City; investigate the historic uses of the properties and identify Recognized Environmental Conditions; determine the type, severity and extent of environmental contamination; and develop liability management and remedial strategies that will allow for the safe and viable redevelopment/reuse of properties.

The City’s intent is to leverage the CA dollars by using CA funds to support and expand brownfield redevelopment efforts that are being driven by private and municipal development efforts. The City will solicit and retain a qualified environmental consultant using quality-based selection criteria in accordance with City procurement protocols and federal procurement rules. The qualified environmental consultant will assist with the CA management, perform environmental assessments, and prepare technical documents.

Successful brownfield redevelopments will enhance the local economy, create local jobs, increase market value and affordable housing stock, and increase tax revenues, which will help restore public support services and support additional brownfield redevelopments.

II. MANAGEMENT & COORDINATION

Ms. Becky Hershberger, Brownfield Coordinator, will serve as the Project Coordinator and Mr. Mark Brinson, Community Development Director, will oversee the project as the Project Manager. The City will be responsible for the management of the assessment grant and will be responsible for all USEPA reporting requirements. The City will complete quarterly reports, annual financial status reports, Assessment, Cleanup and Redevelopment Exchange System (ACRES) updates, and the final close-out summary report to the USEPA Region 5 as required and in a timely manner. The City will work closely with a qualified environmental consulting firm, the City’s legal counsel, the City’s financial department, the Goshen Redevelopment Commission, and other City staff as needed to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The Project Coordinator will coordinate the grant activities with the selected consultant and will serve as liaison with the USEPA, the Goshen Redevelopment Commission, and the public at large through community outreach activities.

The City Project Coordinator will be responsible for coordinating the selection of a qualified environmental consultant to perform the environmental assessments and other CA support functions. The City will solicit qualified consulting firms through an open competitive public Request for Qualifications and Proposal (RFQP). The City will select a firm to retain as the

qualified environmental consultant using quality-based selection criteria in accordance with City’s procurement protocols and applicable federal procurement rules (40 CFR 31.36).

III. WORK TO BE PERFORMED

The schedule detailed in this Work Plan assumes that a CA with the USEPA will be executed by September 1, 2011.

- Task 1 - Programmatic Activities
- Task 2 - Community Outreach
- Task 3 - Site Inventory and Selection
- Task 4 - Site Assessment
- Task 5 – Cleanup Planning

Task 1: Programmatic Activities

Hazardous Substances (\$3,500) and Petroleum (\$3,600)

CA administration will be the responsibility of the City’s Project Coordinator. Progress reports will be prepared and submitted to the USEPA on a quarterly basis. These reports will describe the progress on each defined task in this Work Plan and additional information as required in the Terms and Conditions of the Cooperative Agreement. The reports will be submitted electronically unless another arrangement is discussed and approved by the USEPA. As noted above, property profiles will be completed and updated quarterly in ACRES for each property where CA funds are expended. The City also will prepare annual financial status reports on the program progress to the USEPA. This task includes general communications about the CA to the USEPA.

Records will be created and maintained for each property which has received CA funds, i.e., where CA funds have been used, and property profiles updated in ACRES. An independent audit will be conducted annually in accordance with generally accepted accounting practices (GAAP) and OMB Circular A-133. Contractor costs will include costs associated with an independent audit. Travel fees will include costs associated with a City representative attending the annual USEPA National Brownfield Conference and participating in other brownfields educational opportunities.

Task 1 – Schedule of Planned Activities

Activity	Deliverable	To Be Completed By:
Secure professional consulting services	Firm name, address, and contact information for selected company	October 15, 2011
Prepare reports; submit property profile forms	Quarterly reports, annual audit reports, final reports, property profile forms	First Quarter due by January 31, 2012 and ongoing thereafter
Travel	None	Brownfield Conferences and other workshops/training as warranted

Task 2: Community Outreach

Hazardous Substances (\$5,500) and Petroleum (\$5,500)

Active community involvement and on-going communication efforts of the City and the community are a crucial aspect of this project. The City announced the award to the community through a press release to the local newspaper and notice on the City’s website. The City also notified the Goshen Area Chamber of Commerce to assist with the community notification process. Upon acceptance of the USEPA CA, the City will continually involve community residents and keep citizens informed

and involved in this USEPA Assessment CA. The City’s goal will be to keep the neighborhoods and downtown businesses informed of the progress of the Assessment Grant and brownfield redevelopment activities. The City is also interested in gathering feedback from the community regarding potential developers and/or redevelopment goals. The City will meet with various other community groups to discuss the revitalization of these redevelopment areas, and determine how to best disseminate the information to community residents and area businesses. The City will incorporate nominated sites into the brownfields inventory.

When sites/properties are identified for assessment, the primary information flow will be outward to the community, notifying local stakeholders about assessment activities that will occur, providing results of the assessments, and explaining health and environmental impacts of findings. If potential health threats to the community are identified, the county health department will become a partner in community involvement and education. When cleanup and/or redevelopment planning is initiated for a site, the City will implement more intensive involvement activities, including explanations of plans and solicitation of feedback on those plans. The intensive “information out, feedback in” process will continue throughout the cleanup and redevelopment decision-making process.

Task 2 – Schedule of Planned Activities

Activity	Deliverable	To be completed by:
Update and maintain a Brownfields web page on the City’s web site regarding USEPA CA activities and progress with a link for public feedback	Website addresses: http://www.ci.goshen.in.us/	October 1, 2011
Conduct community informational meeting to introduce CA program and goals	Attendee list and meeting minutes	November 30, 2011
Hold/attend meetings, post notices, develop and distribute informational pieces, notices and advertisements	Fact sheets and other informational pieces on the assessment program attendee lists; meeting minutes	Ongoing
Conduct informational meetings on projects	Attendee list; meeting minutes will be summarized in quarterly reports	Ongoing, will be incorporated into City Commission meetings
Update local economic development agencies on progress of USEPA CA.	Will be summarized in quarterly reports	Ongoing

Task 3: Site Inventory and Selection

Hazardous Substances (\$2,500) and Petroleum (\$2,500)

The City has an initial inventory of potential brownfields that will be updated throughout the project. The City will use CA funds to update the inventory of brownfields and enter existing inventory data into a Geographic Information System (GIS) database, and compile and enter additional information collected during the CA term. Initially, a form will be developed to guide and document data collection and facilitate an efficient transition into the GIS database. After preparing the form, other sites will be identified by the City through review of the Indiana

Department of Environmental Management (IDEM) and Indiana Brownfields Program (IBP) databases of contaminated sites, community stakeholder nominations, and ground surveys.

Task 3 - Schedule of Planned Activities

Activity	Deliverable	To be completed by:
Identify and collect available information on sites/properties	Build a list of sites for consideration, including previously identified sites	January 30, 2012
Brownfields database and mapping	Add list sites to existing GIS database	January 30, 2012; however, revisions to the database will continue throughout CA cycle
Selection of sites	Database updated with selected sites; add selected and approved sites to ACRES	Site selections will continue throughout the CA cycle

Task 4: Site Assessment

Hazardous Substances (\$173,500) and Petroleum (\$165,000)

The City will retain a qualified consultant to provide environmental services, including the completion of Phase I ESAs in accordance with All Appropriate Inquiry and ASTM Practice E 1527-05 “Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process.” The City will contact site owners, negotiate access agreements, and complete site eligibility determinations prior to beginning site assessment activities. For planning purposes, the budget assumes up to eight Phase I ESAs (at an average cost of \$3,125) will be completed using the Hazardous Substances grant and up to eight Phase I ESAs (at an average cost of \$3,125) will be completed using the Petroleum grant. The ACRES database will be updated at the conclusion of each Phase I ESA.

The City anticipates conducting Phase II ESAs where the Phase I ESAs or other available information suggests that additional investigation is warranted. Prior to commencement of the Phase II ESA work, the City and the selected consultant will participate in a pre-Quality Assurance Project Plan (QAPP) conference call with USEPA. A QAPP then will be prepared and submitted to the USEPA for approval. A Sampling and Analysis Plan (SAP) for each site/property will be prepared and submitted to USEPA for approval prior to conducting Phase II ESA field work. In addition, a site specific Health and Safety Plan (HASP), which addresses each property where Phase II ESA work is anticipated, will be submitted to USEPA for review prior to conducting any field activities. Individual Phase II ESA reports will be prepared and submitted to USEPA for each site upon completion of field activities and receipt of analytical data. Property profiles will be completed and updated quarterly in the ACRES for each property where CA funds are expended. For planning purposes, the budget assumes up to six Phase II ESAs (at an average cost of \$24,750) will be completed using the Hazardous Substances grant and up to five Phase I ESAs (at an average cost of \$28,000) will be completed using the Petroleum grant.

Soil and groundwater data developed from the Phase II ESAs will be used to determine whether the site is a contaminated, pursuant to IDEM Risk Integrated System of Closure criteria.

Task 4 – Schedule of Planned Activities

Activity	Deliverable	To be completed by:
Identify selected sites/properties and prepare site eligibility determinations	Individual property Eligibility Determinations	Will be performed on a site-specific basis as needed throughout the CA cycle
Conduct Phase I ESAs	Phase I ESA Report	Will be performed on a site-specific basis as needed throughout the CA cycle
Complete property profiles for assessed sites	Update property profile in ACRES and in GIS database	As needed throughout the CA cycle
Pre-QAPP conference call with USEPA and consultant and QAPP preparation	Draft/Final QAPP	A Draft QAPP will be sent to the USEPA within two months following agency approval of the Cooperative Agreement
Prepare Site-Specific Sampling and Analysis Plan(s)	Draft SAP	Will be prepared on a site-specific basis as needed
	Final SAP	Within 10 business days of receiving comments from the USEPA on draft SAP
Prepare Health And Safety Plan(s)	HASP	Will be prepared on a site-specific basis as needed concurrent with site specific SAPs
Conduct Phase II ESA field work and laboratory analyses and prepare Phase II ESA Reports	Phase II ESA report for each assessment conducted submitted to USEPA; add property profile updates in ACRES	Will be prepared on a site-specific basis as needed throughout the CA cycle

Task 5: Cleanup Planning

Hazardous Substances (\$15,000) and Petroleum (\$25,000)

The City will conduct cleanup and redevelopment planning as required by the IBP, Voluntary Remediation Program (VRP), or Underground Storage Tank (UST) programs for brownfields where redevelopment is imminent and such activities will assist the developer. Planning may take the form of identifying soil and groundwater contamination, conceptual site models, site-specific remedial action objectives, identifying state and federal cleanup regulatory requirements, and remedial alternatives; preparing Remediation Work Plans (RWPs); assessment of brownfields cleanup and redevelopment alternatives; and evaluation of institutional and engineering controls. Meetings will be held with stakeholders to develop and review the most appropriate and effective remedial options for each selected brownfield site and redevelopment. The City and environmental consultant will work closely with IDEM and/or IBP and USEPA in considering options for planning.

Task 5 – Schedule of Planned Activities

Activity	Deliverable	To be completed by:
Meeting to discuss possible redevelopment strategies	Attendee list and meeting minutes	On as-needed basis throughout CA cycle

Activity	Deliverable	To be completed by:
Develop Cleanup and Redevelopment Plans	Draft and Final Plans (to include but not limited to RWPs, Remedial Action Plans for submittal to IDEM/IBP and USEPA.	On as-needed basis throughout CA cycle

IV BUDGET

The Hazardous Substance Assessment and Petroleum Assessment CA award is \$400,000. The budget for the CA components is provided in detail in the following tables (Tables 1 and 2). The following is a brief description of the budget categories.

Personnel: Personnel expenses will total \$3,500 (Hazardous Substances Assessment Grant only) for the project period. No personnel expenses are anticipated for the Petroleum Assessment Grant. The City anticipates approximately 100 hours of staff time (at an average hourly rate of \$35) associated with task activities and administering the CA. Of the 100 hours, approximately 30 hours (\$1,050) will be used by the Project Coordinator/Project Manager and support staff in conjunction with programmatic activities and approximately 30 hours (\$1,050) for community participation activities. The remaining approximately 40 hours (\$1,400) will be used by the City for site inventory activities and other task management and eligible CA programmatic and reporting activities. No USEPA CA funds will be used for administrative costs or fringe benefits associated with City staff; the City will treat administrative costs and fringe benefits as in-kind contributions.

Travel: The total anticipated expenditure for travel is \$2,800 (Petroleum Assessment Grant - \$2,400 and Hazardous Substances Assessment Grant - \$400). This figure includes costs for identifying additional brownfields (\$800) and attendance at two regional and national brownfields conferences and other brownfields educational opportunities by at least one representative of the City during the three years of the CA funding cycle (\$2,000). The locations for travel have not been determined at this time. A rate of \$0.505/mile will be used to calculate miles driven.

Anticipated Travel Budget Breakdown	
Accommodations (1 person x \$100 per night x 6 nights)	\$ 600
Airfare (2 x \$500 round trip)	\$ 1,000
Per Diem (1 person x \$50 per day x 8 days)	\$ 400
Mileage for site identification (\$0.505/mile x approximately 1,500 miles)	\$ 800
TOTAL	\$ 2,800

Supplies: The total anticipated cost for supplies is \$1,000. These costs include the costs of preparing, printing, and mailing project and site information (pamphlets, etc.).

Anticipated Supply Budget Breakdown	
Advertising for public meetings (\$75 per public meeting x 2 meetings)	\$ 150
Miscellaneous consumable supplies (paper, envelopes, labels, etc...)	\$ 630
Postage (approximately 500 mailings x .44 per mailing)	\$ 220
TOTAL	\$ 1,000

Contractual: The total anticipated cost for contractual services is \$195,600 (Hazardous Substances Assessment Grant) and \$195,600 (Petroleum Assessment Grant). These figures include \$10,000 (\$5,000 for Hazardous Substances and \$5,000 for Petroleum) for support of community outreach

efforts and \$4,200 (\$2,100 for Hazardous Substances and \$2,100 for Petroleum) for brownfields site inventory. The budget for assessment activities is \$173,500 (Hazardous Substances) and \$165,000 (Petroleum), which is based on conducting approximately 16 Phase I ESAs at an average cost of \$3,125 each and 11 Phase II ESAs at an average cost ranging from \$24,750 to \$28,000 each (see Task 4 description). The contractual budget also includes \$50,000 (\$15,000 for Hazardous Substances and \$25,000 for Petroleum) for cleanup planning tasks for sites with good potential for redevelopment, or to facilitate proposed projects.

No additional budget categories have been identified at this time.

TABLE 1 – HAZARDOUS SUBSTANCE ASSESSMENT CA BUDGET ESTIMATES

Budget Categories	Hazardous Substances Assessment Grant Project Tasks					
(programmatic costs only)	<i>Task 1</i> Programmatic Costs	<i>Task 2</i> Community Outreach	<i>Task 3</i> Site Inventory	<i>Task 4</i> Site Assessment	<i>Task 5</i> Cleanup Planning	Total Budget
Personnel	\$3,500					\$3,500
Fringe Benefits						
Travel			\$400			\$400
Equipment						
Supplies		\$500				\$500
Contractual		\$5,000	\$2,100	\$173,500	\$15,000	\$195,600
Other						
Total Budget	\$3,500	\$5,500	\$2,500	\$173,500	\$15,000	\$200,000

TABLE 2 – PETROLEUM ASSESSMENT CA BUDGET ESTIMATES

Budget Categories	Petroleum Assessment Grant Project Tasks					
(programmatic costs only)	<i>Task 1</i> Programmatic Costs	<i>Task 2</i> Community Outreach	<i>Task 3</i> Site Inventory	<i>Task 4</i> Site Assessment	<i>Task 5</i> Cleanup Planning	Total Budget
Personnel						
Fringe Benefits						
Travel	\$2,000		\$400			\$2,400
Equipment						
Supplies		\$500				\$500
Contractual		\$5,000	\$2,100	\$165,000	\$25,000	\$197,100
Other						
Total Budget	\$3,600	\$5,500	\$2,500	\$165,000	\$23,400	\$200,000