

Request for Proposals
Qualified Environmental Professional Services
for the
EPA Brownfields Clean-up Site,
Wood Island Life Saving Station,
Town of Kittery



November 2014

Overview

The Town of Kittery, Maine (Town) has been awarded a \$200,000 EPA Brownfields Cleanup Grant for the Wood Island Life Saving Station. The site is located just off shore of Gerrish Island, Kittery Point, in the vicinity of Fort Foster Park. An Environmental Site Assessment and Hazardous Materials Inventory for the site were prepared in 2010 by Ransom Consulting as part of the Brownfield Assessment Grant. This information will be made available on request. Mitigation efforts will involve contamination that is likely to include friable asbestos-containing materials (ACM), lead-based paint (LBP) and biological hazards in the form of significant bird droppings (guano) identified throughout the buildings. The Town is seeking a Qualified Environmental Professional (QEP) to carry out necessary tasks outlined in the attached Cleanup Workplan prepared as part of the Brownfields Cleanup grant (ATT.-3) and within this Request for Proposal (RFP).

The Town is soliciting proposals from qualified environmental professionals (QEPs) to assist in obtaining the Maine Department of Environmental Protection (MEDEP) "Certificate of Completion" for the planned Wood Island cleanup in accordance with the MEDEP Voluntary Response Action Program (VRAP). The QEP's preparation of the cleanup plan will include, but is not limited to, environmental site assessment, quality assurance project plans, groundwater and soil sampling, other medium sampling as appropriate (e.g. soil vapor/air, building materials, etc.) remediation strategies, clean-up and reuse planning, civil engineering associated with erosion and sedimentation control, cost estimates, reports, community outreach, and public presentations.

The QEP's activities are being conducted as part of Town's recently awarded brownfield grant, which will remain in effect through September 2017. The QEP will work under the direction of Nancy Colbert Puff, Town Manager or her designee, and will work in collaboration with other Town representatives, as necessary, including the Wood Island Advisory Committee (WIAC) and the Wood Island Life Saving Station Association (WILSSA). The EPA and MEDEP will be actively involved in the project including reviewing and receiving reports on program activity throughout the lifetime of the grant.

The Town of Kittery is an equal opportunity provider and employer.

Proposals

An electronic copy of the proposal in .pdf format of the qualifications submittal shall be delivered via email to Nancy Colbert Puff, Town Manager at NColbertPuff@kitteryme.org and copied to Christopher Di Matteo, Interim Town Planner at cdimatteo@kitteryme.org with 'Wood Island QEP Request for Proposal' as the subject heading. **Proposals will be accepted until Thursday, December 18, 2014 at 2:00 p.m.**

Please direct questions regarding this RFP to: Chris Di Matteo at (207) 475-1323, or e-mail cdimatteo@kitteryme.org. All questions will be summarized and responses provided to all RFP respondents. Questions are due by November 20, 2014 at 2:00p.m and responses will be provided by December 4, 2014.

The Town of Kittery reserves the right to accept or reject any/or all proposals in total or in part and to waive any informalities.

I. SUBMITTAL

Purpose

The Town is seeking QEP services for the procurement of Final Cleanup Plans for hazardous materials on Wood Island in conformance with the MEDEP VRAP and EPA Brownfields requirements. In addition, the QEP will assist the Town in soliciting bids for a qualified contractor to perform the required cleanup work and to be involved in the oversight of the project, including remediation, monitoring, post construction project closure and administrative records.

Tasks

A competed submittal will address the following tasks per *Format of Qualifications Submittals* (ATT.-1):

Task I Final Cleanup Plans

- a) Enroll the project in the Maine Department of Environmental Protection (MEDEP) Voluntary Response Action Program (VRAP)
- b) Prepare an Analysis Of Brownfields Cleanup Alternatives (ABCA)
- c) Complete Threatened and Endangered Species Survey in compliance with the Endangered Species Act (ESA) and research information to assist EPA to complete a Section 106 determination in compliance with the National Historic Preservation Act (NHPA) if required.
- d) Prepare Site Specific Quality Assurance Project Plans (SSQAPP) and Health & Safety Plans (HASP) according to the EPA requirements.
- e) Prepare integrated preliminary remediation plans using risk-based corrective action.
- f) Prepare a Community Relations Plan and conduct community involvement activities
- g) Attend, and facilitate if necessary, up to two (2) public meetings to inform the general public status of the project. Meet with Town staff as needed.
- h) Prepare Final Remediation Design & Engineering Documents. Develop a cleanup abatement/remediation plan for hazardous substances, consistent with the proposed future use of the site by preparing an Analysis of Brownfields Cleanup Alternatives and Remedial Action Plan (ABCA/RAP).
- i) Prepare an evaluation of the resiliency of remedial options in light of reasonably foreseeable changing climate conditions per EPA's Climate Change Adaptation Plan.
- j) Prepare scope of construction services and associated contract plans and specifications suitable for public bid.
- k) Assess the qualitative differences between contractors' bid submittals to aid the Town in procuring a contract for the cleanup.

Task II Remediation Activities

- a) Prepare a Quality Assurance Project Plan (QAPP) subject to EPA and DEP approval prior to the collection of any such samples.
- b) Perform site inspections, sampling and monitoring as needed to ensure compliance with final cleanup plans and

as required by MEDEP and EPA. Prepare report documenting compliance and issues that may arise. Responsible for the preparation and submittal of any and all paperwork, reports, Assessment, Cleanup and Redevelopment Exchange System (ACRES) data entry, and submittals required by EPA and MEDEP.

- c) Attend, and facilitate if necessary, at least one (1) public meeting to inform the general public of the status of the project. Meet with Town staff as needed.
- d) Provide coordination between the Town and the Contactor regarding on-going remediation activities.

Task III Post Remediation – Project Closure

- a) Perform post-construction site inspections, collect post-cleanup samples and perform necessary monitoring as needed to ensure compliance with final cleanup plans and as required by MEDEP and EPA.
- b) Prepare close-out documentation as required by the MEDEP VRAP and EPA rules, including certification that the cleanup is complete.
- c) Attend, and facilitate if necessary, at least one (1) public meeting to inform the general public of the status of the project. Meet with Town staff as needed.

Note:

The contractor shall comply with the terms and conditions of the EPA Brownfields grant (ATT. 2). This includes the preparation and securing of any and all documents required by the funding sources and specific to each type of funding to include managing and documenting the Town's required cost shares and matching requirements.

Monthly reports documenting QEP's activities over the entire course of the grant period is required as part of the scope of services. The QEP is also required to provide all task related reports and work products in draft form for review by the Town staff.

Project Schedule

The Town may interview selected candidates who submit on this RFP. Interviews, if conducted, will be conducted in late November or early December. All field work and reporting activities must be completed by August 2015 under the provisions of Town of Kittery's Cooperative Agreement with EPA.

Record Keeping

The QEP will be required to complete and submit record keeping forms as required by EPA and as required within the grant guidelines.

II. TERMS

- A. The Town reserves the right to reject any and/or all submittals received as a result of the Request for Qualifications (RFP) and to waive any conditions, if needed. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the QEP qualifications and capabilities to provide the specified service and other factors that the Town of Kittery may consider. The Town of Kittery reserves the right to consider proposals for modification at any time before a contract would be awarded, and negotiations would be undertaken with the QEP whose proposal is deemed to best meet the Town of Kittery's needs.
- B. Proposals must be signed by an official authorized to bind the QEP to its provisions for at least 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancelation of this award.
- C. In the event that it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submissions may be adjusted to allow for revisions. The entire qualifications document with any amendments should be returned. To be considered, an original proposal, four (4) copies and a .pdf copy must be submitted to the Town of Kittery on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP.
- E. All documents submitted to the Town of Kittery should be printed on recycled paper.
- F. Consultants' proposal must not be marked as confidential or proprietary to the QEP. The Town of Kittery may refuse to consider a proposal so marked. All proposals will become the property of the Town of Kittery. Information in the proposal will become public property and subject to disclosure laws and Town of Kittery policies and procedures after bid award.
- G. Consultants must prepare proposal in the format described in Attachments 1 and address requirements in Attachment 2 of this RFP. The format will allow the selection committee to fairly review, compare, and evaluate proposals. Failure to follow the format used in this RFP may result in the proposal being disqualified from consideration.
- H. The Town of Kittery will not be liable for any costs associated with the preparation, transmittal, or presentation of any material submitted in response to this RFP.
- I. The Selected firm shall abide by the conditions set forth in '*EPA Cooperative Agreement /Terms and Conditions*' (See ATT-2).

III. SPECIFICATIONS

The Request for Proposal must include all of the following information. Failure to include all information may result in disqualification.

- A. The QEP's qualifications, years in business, profiles for staff assigned to this project, and relative experience to provide the services required by Town of Kittery.
- B. Clearly present qualifications, relative experience and knowledge regarding all aspects of Brownfields cleanup, assessment, remediation, re-use planning, and re-development, including but not limited to relevant Federal and Maine law, policies and guidelines; Risk Assessment services; CERCLA, familiarity with the ACRES database, local and state shoreland zoning, Natural Resources Protection Act, and stormwater management standards and all other applicable local, state and federal regulations, and U.S. EPA standards and practices, including: *All Appropriate Inquiry*, *Quality Assurance Project Plan* (QAPP) requirements, and *Green and Sustainable Remediation Guidance*.
- C. Describe the approach to planning and managing the project, including planned approaches to working with the Town.
- D. References: List three (3) references from current clients receiving the same or similar service(s) (e.g. Brownfields Cleanup for Hazardous Waste/Petroleum Related Services, etc.). Include name, contact information, and phone number.
- E. Describe any additional tools or resources your company can provide to the Town of Kittery to help improve its Brownfield Cleanup outreach activities.
- F. Specifically indicate and provide professional qualifications for those members of the firm, including all subcontractors, who will be working on the Town's Brownfields Cleanup project including identification of the Maine Certified Geologist(s) required to be on the project team. Please include hourly billing rates for project personnel, and an estimate of the percentage of total billed time that will be performed by each identified person. Include a matrix that consists of specific project personnel, their estimated hours planned for specific tasks required to complete the scope of services by a specific date, including crucial milestones for completing significant tasks.
- G. If it is intend to subcontract one or more elements of this project to other firms/individuals the proposal must identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties after contract award, without prior written approval by the Town.
- H. Demonstrate experience with meeting Minority Business Enterprises and Woman Business Enterprises (MBE/WBE) goals for the Clean-up Grant and propose how goals will be achieved for this project with the utilization of the firm and/or teaming partners.
- I. The QEP is expected to perform the required tasks within the budgetary guidelines set forth in the Cleanup Workplan (ATT-3) and per the EPA Cooperative Agreement / Terms and Conditions (ATT-2). The contractor should provide a schedule for the activities proposed in keeping with the Cleanup Grant timelines and provide examples of cost controls on previous projects.

The QEP shall make available upon request the following:

- Health and Safety Plan for the Workers.
- Accident Record from the last five years, including the detail of the QEP's response actions and outcomes.
- Brownfields Approved Generic QAPP or equivalent Master QAPP

IV. EVALUATION CRITERIA

QEP selection criteria will include demonstrable experience/capabilities with state and/or federal regulated Brownfields projects, preparing QAPPs, ability to clearly report and communicate findings to a wide and diverse audience, expertise in site assessment procedures, expertise in risk assessments and characterizations, and ability to coordinate effectively with all interested parties and property owners. The Consultant's activities associated with each work task needs to follow the proposed costs, and indicated level of effort.

The criteria used in evaluation of the proposals will include:

- Clarity of the submittal, understanding of the project objectives, and responsiveness to the work program.
- The QEP's experience and qualifications to perform the requested services.
- Ability to communicate findings to the general public and community residents.
- The degree to which the respondent demonstrates an ability to work effectively and coordinate all brownfields related activities with Town.
- References.

A. Firm's Qualifications – 20 points

Qualifications of the firm or firms assigned, including appropriate areas of expertise, relevant experience, technical capabilities and quality references that suggest they are qualified to undertake the project, work experience with the MEDEP, and/or the U.S. Environmental Protection Agency.

B. Overall Quality of Submittal – 30 points

The technical quality, completeness, conciseness, and clarity of the submittal.

C. Personnel Qualifications – 30 points

Qualifications of the professionals (including but not limited to the Project Manager, Project Engineer, and the Maine Certified Geologist) assigned to this project including technical attributes and relevant staff experience that make them uniquely qualified to undertake this project.

D. Cost Proposal – 20 points

To properly evaluate proposals, The Town of Kittery may schedule interviews with up to three (3) candidates. If interviews are conducted, no more than 3 people from your firm shall attend the interview, including the Project Manager and the Maine Certified Geologist assigned to the project. The QEP's original proposal cannot be changed during the interview process.

If an interview is conducted all interviewees selected will be afforded a 15-minute presentation period followed by a series of questions from the evaluation committee.

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected QEP will be required to adhere to a set of general contract provisions which will become part of any formal agreement. The provisions are general principles which apply to all contracts of service to The Town of Kittery and the EPA such as the following:

Reporting of QEP

1. The QEP is to report to the Town Manager or her designee and will cooperate and confer with him/her as necessary to ensure satisfactory work progress.
2. All reports, estimates, memoranda, and documents submitted by the QEP must be dated and bear the QEP's name.
3. All reports made in connection with these services are subject to review and final approval by the Town Manager.
4. The Town of Kittery may review and inspect the QEP's activities during the term of the contract.
5. The QEP shall submit a final, written report to the Town Manager.
6. After reasonable notice to the QEP, the Town of Kittery may review any of the QEP's internal records, reports, or insurance policies.

Personnel

The parties agree that the QEP is neither an employee nor an agent of the Town of Kittery for any purpose. It is expected that the project personnel referenced in the QEP's proposal and attend the interview remain as project personnel for the full term of the project and contract for professional services. In the event that personnel changes are necessary, the QEP must provide advance notice to the Town along with providing an opportunity for review of the new personnel's credentials.

Indemnification Agreement

The QEP will protect, defend, and indemnify The Town of Kittery, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, or whatsoever kind and nature which may result in injury or death to any persons, including the QEP's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Town of Kittery in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the QEP, any subcontractor, or any employee, agent or representative of the contactor or any sub-contractor.

Insurance Requirements

The QEP shall maintain at its own expense, during the term of the contract, the following insurance:

- a. Workers' Compensation insurance to comply with the requirements of Maine statutes, plus employers' liability for:

Each accident:	\$500,000
Each employee (disease):	\$500,000
Policy limit (disease):	\$500,000
- b. Commercial General Liability on an occurrence (as opposed to claims-made) basis with general aggregate limit

applicable per project (ISO CG2503 or equivalent)

- Each occurrence limit \$1,000,000
- General aggregate limit \$2,000,000
- Products/Comp. op. aggregate limit \$2,000,000

An additional insured provision is to apply for the Town, its officers, officials, agents, and employees on a primary, non-contributory basis. Coverage for contractual liability is to be included for the indemnification provisions of this Agreement.

- c. Motor Vehicle Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Maine Insurance Laws, \$1,000,000 combined single limit.
- d. Professional Liability Insurance / Professional errors and omissions coverage \$1,000,000.
- e. Pollution Contactor Liability Insurance.

QEP shall furnish the Town of Kittery with satisfactory certificates of insurance or a certified copy of the policy that serves as proof of the above coverage.

Compliance with Laws and Regulations

The QEP shall comply with all federal, state, and local regulations, including but not limited to all applicable Occupational Safety and Health Administration/Maine Department of Labor (OSHA/MDOL) requirements and the Americans with Disabilities Act.

The QEP shall comply with all applicable federal, state and local laws and regulations as may be required, including but not limited to: Occupational Safety and Health Administration/Maine Department of Labor (OSHA/MDOL) requirements, the Americans with Disabilities Act, regulations in 40 CFR Part 31 and Part 35, Subpart O. Applicants are advised to review all applicable federal regulations prior to submitting a proposal. The contractor shall be responsible for ensuring compliance with the Terms and Conditions of the EPA Brownfields grant, included herein. (ATT.-2)

The QEP shall comply with the Davis-Bacon Act. All laborers and mechanics conducting construction, alteration, or repair activities on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code

State of Maine Affirmative Action Program guidelines shall apply to this proposal. The goals for this project are expected to be a minimum of five (5) percent Minority Business Enterprises and Women Business Enterprises participation (1.3% MBE; 3.7% WBE). Final guidance on affirmative action goals for this project will be contained in the Cooperative Agreement between the Town and the EPA.

Interest of OEP and the Town of Kittery

The QEP promises that there is no interest which would conflict with the performance of services required by this contract. The QEP also promises that, in the performance of the contract no officer, or the agent, employees of the Town of Kittery, or members of its governing bodies, may participate in any decision relating to the contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

Contingent Fees

The QEP promises that he/she has not employed or retained any company or person, other than bona fide employees working solely for the QEP, to solicit or secure this contract, and has not paid or agreed to pay any company or person, other than bona fide employees working solely for the QEP, any fee, commission, percentage, brokerage fees, gifts, or any other consideration contingent upon or resulting from the award or making of the contract. For breach of the promises, the Town of Kittery may cancel the contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee from the compensation due to the QEP.

Equal Employment Opportunity

The QEP will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The QEP will take affirmative action to eliminate discrimination based on sex, race, and handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: Employment upgrading, demotion or transfer; recruitment advertisement; layoff to termination; rate of pay or other forms of compensation; selection for training including apprenticeship.

Fair Share Goals

Consideration of all subcontractors, which includes equal opportunity for minority business enterprises (MBE) and women business enterprises (WBE), will be made in the QEP selection process. The Town of Kittery, as a Cooperative Agreement Recipient through the US EPA will exercise appropriate measures to ensure good faith efforts are made during QEP selection. Fair share goals are to attract and utilize WBE/MBE contracts, subcontracts, and procurement.

Ownership of Documents and Publications

All documents developed as a result of the contract will be freely available to the public. None may be copyrighted by the QEP. During the performance of the services, the QEP will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of information and results of this contract by the QEP must reference the sponsorship by the Town of Kittery. All information produced as part of the contract must be available to the Town in electronic format(s) as determined by the Town anytime during the course of the project and after the contract is completed.

Termination of Contract

Either party may terminate the contract by giving thirty (30) day written notice to the other party.

Change in Scope or Schedule of Services

Changes mutually agreed upon by the Town of Kittery and the QEP will be incorporated into the contract by written amendments signed by both parties.

SIGNATURE PAGE

Signature

Company Name

Print Name

Company Address

Title

City, State, and Zip

Telephone #

Fax #

Federal Tax ID #

E-Mail Address

Website Address

The above individual is authorized to sign on behalf of the company submitting this proposal.

Proposal must be signed by an authorized individual to bind the provider to its provisions for at least a period of 90 days from date of bid acceptance.

ATTACHMENT 1

Format of Qualifications Submittals


Qualifications submittal content and completeness are most important. Clarity and concise presentation are essential, and will be considered in assessing the QEP's capabilities.

The qualifications submittals must be on recycled paper, double sided, 8.5 x 11 inches, and in size 12 font and shall not exceed 30 pages in length. In order to simplify the review process and obtain the maximum degree of comparability, all submittals shall be organized in the following manner:

1. *Signature Page* - The signature page must be signed by an official authorized to bind the QEP firm. It should have the title, name of the QEP firm, local address, telephone and fax numbers, name of contact person, email, and website.
2. *Table of Contents* - A clear identification of the material by section and page number.
3. *Overview and Summary* - This section should clearly convey that the QEP understands the nature of the work and the general approach to be taken.
4. *Scope of Work* - A full description of the steps to be followed in carrying out the work, including the identification of the methodologies to be used, key issues and challenges, and proposed solutions. The work description should be presented in sufficient detail to demonstrate a clear understating of the work tasks and technical approach. Assigned staff should also be listed.
5. *Deliverable Products* - A description of the format, content, and level of detail that can be expected for the final reports, plans and other products, including the number of copies to be provided.
6. *Schedule* - A time schedule showing the expected sequence of tasks, sub-tasks, technical and public meetings, and other critical dates should accompany the work description.
7. *Project Management and Staffing* - This section should describe the QEP's approach to management of work. The project manager and staffing plans should identify each team member and subcontractor and provide a brief statement of relevant previous experience and qualifications. Verify that the firm and all personnel working directly with the Town of are licensed to provide engineering services in the State of Maine and proven engineering and geological capabilities to perform all activities relevant to Brownfields remediation. Resumes of key team members should be provided and limited to not more than 2 pages per staff member assigned. The staffing plans should also identify the role and responsibility of each team member and specify the number of estimated person hours per task. Staffing requirements should be specific enough to demonstrate an understanding of the skills required and commitment of proper resources.

ATTACHMENT 2

**EPA
Cooperative Agreement /
Terms and Conditions**

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 96188301 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 08/05/2014	
			TYPE OF ACTION New		MAILING DATE 08/12/2014
			PAYMENT METHOD: ASAP		ACH# PEND
			RECIPIENT TYPE: Municipal		
RECIPIENT: Kittery Town of 200 Rogers Road Ext Kittery, ME 03904 EIN: 01-6000224			Send Payment Request to: USEPA LVFC 4220 S. Maryland Pkwy Bldg C, Ste 503 Las Vegas, NV 89119 Tel: (702) 798-2406; Fax: (702) 798-2423		
PROJECT MANAGER Christopher Di Matteo 200 Rogers Road Ext Kittery, ME 03904 E-Mail: cdm Matteo@kitteryme.org Phone: 207-475-1323			PAYEE: Kittery Town of 200 Rogers Road Ext Kittery, ME 03904		
EPA PROJECT OFFICER Dorrie Paar 5 Post Office Square, Suite 100 Boston, MA 02109-3912 E-Mail: Paar.Dorrie@epa.gov Phone: 617-918-1432			EPA GRANT SPECIALIST Diane Culhane Grants Management, OARM16-2 E-Mail: Culhane.Diane@epa.gov Phone: 617-918-1975		
PROJECT TITLE AND DESCRIPTION CERCLA Section 104(k) Cleanup This assistance agreement will provide funding to the Town of Kittery, Maine to cleanup a Brownfields site on Wood Island in Kittery, Maine. Contamination is likely to include friable asbestos containing material, lead-based paint and biological hazards from guano throughout the delapidated building. The redevelopment of this property will bring a safer and more appropriate use that is more beneficial for the community. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.					
BUDGET PERIOD 10/01/2014 - 09/30/2017		PROJECT PERIOD 10/01/2014 - 09/30/2017		TOTAL BUDGET PERIOD COST \$240,000.00	
				TOTAL PROJECT PERIOD COST \$240,000.00	
NOTICE OF AWARD					
Based on your Application dated 07/02/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. 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 EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912			ORGANIZATION / ADDRESS U.S. EPA, Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official for Michael Kenyon - Director Office of Administration & Resource Management Fred Weeks - Award Official delegate				DATE 08/05/2014	

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 40,000	\$ 40,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 240,000	\$ 240,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	40 CFR PART 31

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$5,000
2. Fringe Benefits	\$1,250
3. Travel	\$1,250
4. Equipment	\$0
5. Supplies	\$2,500
6. Contractual	\$190,000
7. Construction	\$0
8. Other	\$40,000
9. Total Direct Charges	\$240,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)	\$240,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

Administrative Conditions

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc_jan_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

2 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 Disadvantaged Business Enterprise (DBE) Program for procurement activities 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 participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. MEDEP has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Combined Rate: MBE: .64% WBE 1.64%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

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 require 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, Subpart E

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) on an annual basis.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due within 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

U.S. Environmental Protection Agency – Region I
5 Post Office Square – Suite 100 (OARM16-2)
Boston, MA 02109-3912
Attn: Mr. Larry Wells, Disadvantaged Business Utilization Program Manager

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

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.

3. Unliquidated Obligations

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a quarterly Federal Financial Report (SF-425) to EPA no later than 30 calendar days following the end of the reporting quarter

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: 3/31, 6/30, 9/30, or 12/31.

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/finservices/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

Cleanup Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Cleanup Grants awarded under CERCLA § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

Note: These terms and conditions contain references to EPA financial assistance regulations at 40 CFR Parts 30 and 31. 40 CFR Part 30 is applicable to non-profit and educational institution recipients and 40 CFR Part 31 is applicable to governmental recipients.

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 2014 competition for Brownfields cleanup cooperative agreements.
- 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 cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

c. The CAR must consider whether they are required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the Environmental Protection Agency (EPA) to ensure the proposed cleanup is protective of human health and the environment.

d. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that recipients comply with all applicable Federal and State laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include:

e. Federal cross-cutting requirements including, but not limited to, MBE/WBE requirements found at 40 CFR 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.

f. The CAR must comply with Davis-Bacon Act prevailing wages for all construction, alteration and repair contracts and subcontracts awarded with EPA grant funds. For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions.

B. Changes to Sites and Cleanup Methods

1. a. The CAR must use funds provided by this agreement to clean up the brownfield site in the EPA approved work plan.

b. The CAR may not make substantial changes to the cleanup method described in the work plan without prior EPA approval.

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 recipient must implement a corrective action plan approved by the EPA Project Officer or EPA may terminate this agreement for material non-compliance with its terms. For purposes of the Cleanup Grants, “sufficient progress in implementing a cooperative agreement” means that an appropriate remediation plan is in place, institutional control development, if necessary, has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed and a solicitation for remediation services has been issued.

B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

a. Substantial involvement by the U.S. EPA generally includes administrative activities such as monitoring, review of project phases, and approving substantive terms included in professional services contracts.

b. Substantial EPA involvement may include review of financial and program performance reports and monitoring all reporting, record-keeping, and other program requirements.

c. EPA may waive any of the provisions in term and condition II.B.1., at its own initiative or upon request by the CAR. 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 for rights, authorities, and actions under CERCLA or any Federal statute.

b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and State laws.

c. The CAR remains responsible for ensuring costs are allowable under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable..

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 and cleanup 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 are consistent with the terms and conditions of this agreement.

3. Subgrants are defined at 40 CFR 31.3 and 40 CFR 30.2(f). 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 or the Procurement Standards of 40 CFR Part 30, as applicable. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.

4. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. The CAR shall refer to and utilize the cleanup model quarterly report found at www.epa.gov/region1/brownfields .

2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on the 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., cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, 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 any 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.

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 what work was performed at the 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. Cost Share Requirement

CERCLA § 104(k)(9)(B)(iii) requires that the recipient of this cooperative agreement pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e. 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

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

1. To the extent allowable under the EPA-approved work plan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section IV of these terms and conditions. In addition, eligible programmatic expenses may include:
 - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA approved work plan;
 - b. Ensuring that a cleanup 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 remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section III.C;
 - 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 in III.C.2; and carrying out community involvement pertaining to the cleanup activities.

2. Local Governments Only. No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfields 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 its EPA-approved work plan to ensure that no more than 10% of its funds are used for brownfields program development and implementation (including monitoring of health and institutional controls).

C. 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. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
- c. Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);
- d. Job training unrelated to performing a specific cleanup at a site covered by the grant;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfields site for which the recipient of the grant is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
- i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 (for

state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable.

2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable.

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 30 or 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. Costs incurred to report quarterly performance to EPA under the grant are eligible.

b. Ineligible grant administration costs include direct costs for:

(1) Preparation of applications for Brownfields grants;

(2) Record retention required under 40 CFR 30.53 and 40 CFR 31.42;

(3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 30.33, 30.34, and 30.35 and 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 30.25 and 40 CFR 31.30;

(5) Maintaining and operating financial management systems required under 40 CFR 30 and 40 CFR 31;

(6) Preparing payment requests and handling payments under 40 CFR 30.22 and 40 CFR 31.21;

(7) Non-federal audits required under 40 CFR 30.26, 40 CFR 31.26, and OMB Circular A-133; and

(8) Close out under 40 CFR 30.71 and 40 CFR 31.50.

D. Grant Recipient Eligibility

1. The CAR may only clean up sites *it solely owns*. The CAR must retain ownership of the site throughout the period of performance of the grant. For the purposes of this agreement, the term “owns” means fee simple title unless EPA approves a different arrangement.

E. Obligations for Grant Recipients Asserting a Limitation on Liability from CERCLA § 107

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(7)(C). These continuing obligations include:

- (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
- (2) taking reasonable steps with respect to hazardous substance releases;
- (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and
- (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for bona fide prospective purchasers and contiguous property owners).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

F. Interest-Bearing Accounts and Program Income

1. Interest earned on advances are subject to the provisions of 40 CFR §31.21(i) and §30.22(l) relating to remitting interest on advances to EPA on a quarterly basis.
2. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 40 CFR 30.24(b)(1) or 40 CFR 31.25(g)(2), as applicable.

IV. CLEANUP ENVIRONMENTAL REQUIREMENTS

A. Authorized Cleanup Activities

1. The CAR shall prepare an analysis of brownfields cleanup alternatives or equivalent state Brownfields program document which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis. After the proposed cleanup plan is presented, an additional statement shall be included that will provide ways to make the proposed cleanup “greener” or “more sustainable,” such as reducing energy use or employing alternative energy sources, reducing volume of wastewater generated/disposed, reducing volume of materials taken to landfills, and recycling and re-using materials generated during the cleanup process to the maximum extent practicable

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), 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. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 40 CFR Part 31.45 (or 40 CFR Part 30.54 requirements for nonprofit organizations) 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.

2. The recipient shall develop Quality Assurance Project Plans (QAPP) to support all environmental data operations in accordance with “The EPA New England Planning and Documenting Brownfields Projects - Generic Quality Assurance Project Plans and Site Specific QAPP Addenda,” March 2009. The term “environmental data operations” refers to any measurement or information that describe environmental processes, conditions, or location; ecological or health effects; produced from models or surveys; compiled from other sources such as data bases and literature; or the performance of environmental technology. The Quality Assurance Project Plan must be approved by EPA before data collection and/or data generation activities begin. The recipient will submit the QAPP to the following:

EPA Project Officer (see page 1 of the assistance agreement for name

and address), and

Regional Quality Assurance Manager (EQA)
US Environmental Protection Agency
11 Technology Drive
North Chelmsford, MA 01863

C. Community Relations and Public Involvement in Cleanup Activities

1. All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
 - a. If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."
 - b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at:
<http://www.epa.gov/ogd/tc.htm> .

D. Administrative Record

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include an analysis of reasonable alternatives including no action; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection.

E. Implementation of Cleanup Activities

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented. If changes to the expected cleanup are necessary based on

public comment or other reasons, the CAR must consult with EPA and may not make substantial changes to the cleanup method described in the work plan without prior EPA approval.

2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the U.S. EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of Cleanup Activities

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. 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 cleanup is complete. This documentation needs to be included as part of the administrative record.

V. OTHER CLEANUP GRANT REQUIREMENTS

A. Inclusion of Special Terms and Conditions in Cleanup Documents

1. The CAR shall meet the cleanup and other program requirements of the cleanup including:

a. In accordance with 40 CFR 31.42 or 40 CFR 30.53, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup grant funds. Cooperative agreement recipients shall provide access to records relating to cleanups supported with cleanup grant funds to authorized representatives of the Federal government.

b. The CAR has an ongoing obligation to advise EPA if assessed any penalties resulting from environmental noncompliance at the site subject to this agreement.

B. 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 appearance of the CAR's 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 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

For the purposes of these terms and conditions, the following definitions apply: “payment” is the U.S. EPA’s transfer of funds to the CAR; “close out” refers to the process that the U.S. EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. **Alternate 1.** If the approved budget for the project includes a substantial amount of construction costs, EPA will pay the CAR on a reimbursement basis. The CAR must submit documentation of obligations and expenses incurred under the agreement to EPA’s project officer for approval prior to obtaining payment from EPA.
2. **Alternate 2.** If the approved budget for the project includes construction costs, EPA will pay the CAR on a progress payment basis provided the recipient can document that it incurred costs that require disbursements equal to the amount of the progress payment.
3. **Alternate 3.** (Approved budget does not include construction costs) The CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 40 CFR 30. 22 or 40 CFR. §31.21, as applicable.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50 or 40 CFR 30.71 following expiration of the term of the agreement or expenditure of the funds awarded and completion of the activities described by the EPA-approved workplan.
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:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119_
<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.
 - c. 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.

Davis Bacon Term and Condition
for
Hazardous Waste Cleanup Grants to Governmental Entities

DAVIS BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under any statute which makes DB applicable to EPA financial assistance. If a Recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer.

1. Applicability of the Davis Bacon Prevailing Wage Requirements

For the purposes of this term and condition, EPA has determined that all construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings, is subject to DB. If Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Unless otherwise instructed by EPA on a project specific basis, the Recipient shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain wage determinations for specific localities at www.wdol.gov.
- (i) When soliciting competitive contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments) for, the excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings Recipient shall use the “Heavy Construction” Classification.
 - (ii) When soliciting competitive contracts or issuing ordering instruments for the construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height) Recipient shall use “Building Construction” classification.
 - (iii) When soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the Recipient shall use “Residential Construction” classification.

Note: Recipients must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a Recipient, EPA determines that DB applies to a unique situation the Agency will advise the Recipient which General Wage Classification to use based on the nature of the construction activity at the site.

(b) Recipients shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the Recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Recipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipient may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency’s finding to the Recipient.
- (ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or determination contained in the solicitation shall be effective unless EPA, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the

solicitation remain current.

- (iii) If the Recipient carries out Brownfield cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the Recipient obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also,

regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the Recipient employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The Recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(B) Each payroll submitted to the Recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the

applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, Recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid

the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the Recipient, borrower or subgrantee and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The **Recipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR [4.6](#). As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The ***Recipient***, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29](#) CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must conduct interviews with a

representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>

ATTACHMENT 3

Cleanup Workplan

CLEANUP WORKPLAN

KITTERY, TOWN OF

Workplan for CERCLA Section 104(k) Cleanup Cooperative Agreement 10/24/2014 – 9/30/2017

1. GOAL 3: Cleaning Up communities and Advancing Sustainable Development Objective 3.1 Promote Sustainable and Livable Communities

CFDA: 66.818 Assessment, Cleanup, and Revolving Loan Fund Grants

OBJECTIVE:

The Wood Island Life Saving Station in Kittery Maine has been in decline for many years, with the possibility of lingering contamination from decades of use in providing emergency service to mariners prior to the formation of the US Coast Guard. Contamination is likely to include friable asbestos-containing materials (ACM), lead-based paint (LBP) and biological hazards in the form of significant bird droppings (guano) identified throughout the buildings.

Remediating this brownfields property will aid the redevelopment of this area in accordance with the Town Comprehensive Plan and agreement between the Town of Kittery and the Wood Island Life Saving Station Association (WILSA), and bring about a safer and more appropriate use that is more beneficial to the community. The goal of the project to be funded by this cooperative agreement is to remediate the subject brownfields property and to facilitate the properties' redevelopment. These goals will be accomplished by and performing non-site-specific tasks and site-specific tasks. Non site-specific tasks include hiring a Qualified Environmental Professional (QEP), obtaining remedial contractor services and performing public outreach. Site-specific tasks include preparing a community relations plan, a QAPP, an ABCA and enrolling in the State Voluntary Cleanup Program (VCP).

Cooperative agreement funding will be used to cover the costs of activities at or in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the cooperative agreement will be carried out by the Town's Planning and Development Department, assisted by the Finance Department Manager, with technical assistance and oversight to be performed by a quality environmental professional (QEP) and the VCP.

Describe your project and cleanup plan:

Existing Conditions & Reuse Planning:

The Station, erected in 1908, is a modified Duluth type station. This station was designed by George Russell Tolman, who became the architect of the US Life Saving Service on January 2, 1891. He created a number of designs for life saving stations, and this one was named after the first one constructed in Duluth, Minnesota in 1894 from the plans that he created in 1893. 28 were built between 1894 and 1908 and Wood Island was the last Duluth type lifesaving station ever built – as well as the last station of any kind built in Maine. Only two Duluth type stations remain in Maine. Mr. Tolman would have been very familiar with the site for this design as he was employed for a short time by the US Treasury Department as a draftsman located in the Portsmouth Naval Shipyard in Kittery, Maine in 1889.

The Duluth type lifesaving station appearance “reflects a mixture of styles and shapes, combining the massing of the Shingle Style with the Colonial Revival detailing.”¹ Wood Island Station is the only “modified” Duluth type station ever built. This means that the lookout tower and main doors of the boat room, which are typically on the same side of the structure, are on opposite sides of the building. The floor plan remained essentially unchanged.

This life saving station was vacated by the US Navy, its last tenant, in 1955 and was declared surplus property by the US Department of Transportation, the owner, in the early 1970s as the US Coast Guard was then part of that federal agency. Any other federal agency with interest in the property was given the first opportunity to take ownership. The US Department of the Interior (Interior), Parks Department, chose to take the property and soon thereafter offered its title to the Town of Kittery as a “public benefit conveyance” at no cost.

Kittery created a proposal for Interior to transfer the title that included a “program of utilization” outlining how Kittery would use the property in the future. That program was written in 1973 and was very short and general. It spoke to the Town using Wood Island as a public benefit for recreation. That is the current use and, per the program of utilization with Interior that is referred to in the deed for the property, will be the future use.

Unfortunately, in 1973 the federal property came with significant friable asbestos and flaking lead paint with no funding to clean the materials. The Town of Kittery was unable to afford to clean the property itself and it slowly deteriorated over a period of decades as it has been allowed to remain unoccupied since 1955. As the years of neglect take their toll, damaged and fallen asbestos and lead paint has cross-contaminated other building areas and surfaces including the basement, walls, and floors throughout the building, making the cleanup of contamination more complex.

Interior has communicated with Kittery in recent years regarding the need for a plan to clean Wood Island Station and remove the hazardous condition at the Station that sits in the center of a public park. The first step in the eventual repurposing of the building was the environmental assessment work carried out through the SMPDCs’ Brownfields Assessment Program funded by EPA in 2010.

Asbestos, lead-based paint and hazardous/biological wastes (bird guano) have been identified as the primary contaminants requiring cleanup/abatement. Specifically, asbestos was discovered in pipe and boiler insulation materials and in flooring and siding weatherization papers. Lead-based paint had been used to paint the walls, ceilings, and window/door trim. Since the site has been vacant, bird guano has accumulated on the floors throughout the structure. These hazardous substances need to be removed or abated before the building can be successfully repaired and reused.

Proposed Cleanup Plan:

Based on future site reuse scenarios, the most cost-effective risk mitigation cleanup option includes the abatement, removal, and proper off-site disposal of the identified asbestos, lead-based paint, and other hazardous materials to allow for repair and reuse of the site. As part of the

¹ P 236, *The US Life Saving Service: Heroes, Rescues and Architecture of the Early Coast Guard*. Ralph Shanks, Wick York, Lisa Woo Shanks, editor. Constano Books. 1996

cleanup plan, some limited lead-based paint may remain, but will be encapsulated with an epoxy paint or new construction materials to prevent direct contact.

The work will be conducted under the oversight of the Maine Department of Environmental Protection (Attachment B), who will provide a Maine Department of Environmental Protection (MEDEP) "Certificate of Completion" in accordance with the MEDEP Voluntary Response Action Program (VRAP), upon completion of the cleanup. This remedial option manages risk by eliminating direct contact with the site hazardous building contaminants. The Town of Kittery will also follow the advice of the QEP and the MEDEP on required post-remediation monitoring, if necessary.

The cleanup/abatement plan (Preliminary ABCA in Attachment C) for asbestos, lead-based paint, and other hazardous materials/wastes will utilize standard industry practices for containment systems designed to manage the contaminants, while being abated/removed from the site. The containment systems will incorporate applicable regulatory standards (MEDEP / Occupational Safety and Health Administration) into their design(s) and maintenance.

The cleanup plan will also include standard erosion and sedimentation controls (silt fences, hay bales, temporary mulching, and/or erosion-control fabric in scour-prone fill areas, etc.) during construction and implementation of the cleanup actions, to mitigate potential surface runoff of contaminants to storm drainage systems or ultimately Portsmouth Harbor. The cleanup plan (asbestos, lead-based paint cleanup/abatement) is also extremely compatible with the potential end uses of the site given that the overall long-term risks posed by the identified source areas will essentially be eliminated, and that the focus of future use will be on public access affording education and recreation opportunities.

1. FUNDING: \$200,000.00 Hazardous Substances; \$0 Petroleum

2. BUDGET:

Budget Categories	Task 1 Cooperative Agreement Oversight	Task 2 Clean-up Plans & Bidding	Task 3 Remediation Activities	Task 4 Closure Reporting	Task 5 Public Meetings & Involvement	Total Cost
Personnel	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
Fringe	\$250	\$250	\$250	\$250	\$250	\$1,250
Travel	\$1,250	\$0	\$0	\$0	\$0	\$1,250
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$500	\$500	\$500	\$500	\$500	\$2,500
Contractual	\$2,500	\$7,500	\$170,000	\$7,500	\$2,500	\$190,000
Total Cost	\$5,500	\$9,250	\$171,750	\$9,250	\$4,250	\$200,000
Cost Share*	\$5,000	\$2,500	\$25,000	\$5,000	\$2,500	\$40,000
Total Budget	\$10,500	\$11,750	\$196,750	\$14,250	\$6,750	\$240,000

* See Budget Detail Attachment (Attachment I) for specific information

3. WORKPLAN TASKS:

Task 1: Cooperative Agreement Oversight (Utilize task descriptions from the proposal.)

Task 1 - Cooperative Agreement Oversight Subtasks (Commitments) Pre-Cleanup	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Obtain QEP Services <ul style="list-style-type: none"> • Prepare Request For Proposals, evaluate applications, conduct interviews, hire contractor • Prepare scope of work • Prioritize, track and evaluate contractor products • Conduct periodic project status meetings with contractor to discuss project issues and priorities • Conduct annual performance evaluations for contractor 	Outputs: <ul style="list-style-type: none"> • High quality contractor work products that meets the recipient's and EPA's expectations • Confirmation in quarterly report that contractor selection was competed and made • up to five (5) meetings with documented meeting minutes for the Cleanup Committee • bidding and selection of an quality environmental professional (QEP) to assist the Cleanup Committee in the successful development Outcomes: <ul style="list-style-type: none"> • Maintain effective work force to meet workplan commitments 	PRIOR TO DECEMBER 2014	
Reporting <ul style="list-style-type: none"> • Prepare quarterly reports, MBE/WBE semi-annually, and FFR form at the end of the reporting period • Enter site data in ACRES • Prepare final report and grant closeout material 	Outputs: <ul style="list-style-type: none"> • Quarterly reports and other forms; updated ACRES database; final report and closeout forms • Completion of the proposed cleanup/abatement plan to achieve regulatory closure and protection of human health and the environment. Outcomes: <ul style="list-style-type: none"> • Ensures compliance with Terms & Conditions reporting requirements 	Quarterly reports every quarter; MBE/WBE forms 3/30 & 9/30; ACRES updated when site activities occur	
Request for Reimbursements or Advances	Outputs: <ul style="list-style-type: none"> • Forms submitted to Las Vegas Finance Center for payment requests Outcomes: <ul style="list-style-type: none"> • Reduce unliquidated obligations 	Ongoing	
Travel & Training <ul style="list-style-type: none"> • Attend brownfields related meetings, training sessions and conferences 	Outputs: <ul style="list-style-type: none"> • Attend meetings, conferences, training sessions Outcomes: <ul style="list-style-type: none"> • Increase knowledge of brownfields issues and programs 	Ongoing Activity	

Task 2: Final Cleanup Plans, MEDEP VRAP Submittals, and Bidding

Task 2 – Final Cleanup Plans, MEDEP VRAP Submittals, and Bidding Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Hold a kickoff meeting with State, EPA and QEP	Outputs: <ul style="list-style-type: none"> Held meeting with Cleanup Committee Outcomes: <ul style="list-style-type: none"> Ensure all agencies are in agreement with cleanup plan 	AUGUST 2014	
Work with Wood Island Life Saving Station Association (WILSA) to ensure commitments are implemented	Outputs: <ul style="list-style-type: none"> Commitments that were identified in proposal are implemented Held meeting with Cleanup Committee and WILSSA. Outcomes: <ul style="list-style-type: none"> Increase coordination with stakeholders and others 	Ongoing Activity	
Establish Information Repository at Town Hall within the Planning and Development Department	Outputs: <ul style="list-style-type: none"> Repository of documents which allows public to review site assessment & cleanup history Outcomes: <ul style="list-style-type: none"> Improve understanding of how cleanup alternative was selected 	Ongoing Activity	
Implement 30-Day Public Comment Period on ABCA	Outputs: <ul style="list-style-type: none"> Allow for review and comment of cleanup related documents Outcomes: <ul style="list-style-type: none"> Allow for consensus on cleanup 	TBD	
Ensure Site is Enrolled in VCP <ul style="list-style-type: none"> Ensure the grantee has enrolled site in the applicable state response program 	Outputs: <ul style="list-style-type: none"> Site is enrolled in applicable state response program Outcomes: <ul style="list-style-type: none"> Cleanup is in compliance with state response program 	TBD	
Prepare Analysis Of Brownfields Cleanup Alternatives (ABCA)	Outputs: <ul style="list-style-type: none"> Approved ABCA documenting how and why cleanup alternative was selected ABCA placed in information repository, etc. Outcomes: <ul style="list-style-type: none"> Ensure proper cleanup alternative is selected and communicated to the public 	TBD	

Prepare Decision Document <ul style="list-style-type: none"> Document results of public comment period and public meeting to include comments received, public meeting attendance, response to relevant comments, selection of final cleanup remedy, any changes to the final cleanup remedy, etc. 	Outputs: <ul style="list-style-type: none"> Memo or letter, with appropriate attachments Outcomes: <ul style="list-style-type: none"> Ensure that public comment process is documented and final cleanup remedy is selected 	TBD	
Prepare Remedial Design & Engineering Documents <ul style="list-style-type: none"> Prepare appropriate remedial design documents for state response program, engineering design documents for cleanup contractors to perform work (including Davis-Bacon requirements), and a budget detailing how EPA funds will be used to cleanup sites 	<ul style="list-style-type: none"> Approved remedial action and engineering/design documents and an approved budget Place documents in information repository, etc. Outcomes: <ul style="list-style-type: none"> Ensure cleanup will be done in compliance with state response program and EPA funds will be used for eligible costs 	TBD	
Prepare Site Specific Quality Assurance Project Plan and Health and Safety Plan <ul style="list-style-type: none"> Prepare a SSQAPP for any environmental post cleanup sampling to be conducted on sites and submit to EPA for approval 	Outputs: <ul style="list-style-type: none"> EPA approved SSQAPP Place SSQAPP in information repository Outcomes: <ul style="list-style-type: none"> Ensure proper confirmatory testing methods and analytical data results are achieved 	TBD	

Task 3: Remediation Activities

Task 3 – Remediation Activities Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Oversight of cleanup activities <ul style="list-style-type: none"> • QEP conducts appropriate site inspections during remediation to ensure compliance with cleanup plans to cleanup/abate asbestos, lead-based paint, and other hazardous materials/wastes (bird guano) to be conducted on an island with only boat/barge access. • Mitigate long-term impacts from direct contact, inhalation of dust, and runoff of dust and contaminants into the nearby Portsmouth Harbor • Cleanup coordination and oversight by the QEP and the collection and analysis of confirmatory samples to monitor, oversee, and confirm the protection of public health and welfare for the nearby target community during the proposal cleanup/abatement activities. 	Outputs: <ul style="list-style-type: none"> • Inspections as needed • Site reports, sampling and monitoring by QEP • Documents placed in information repository • Full cleanup, abatement, and risk mitigation of hazardous materials identified in the site building Outcomes: <ul style="list-style-type: none"> • Ensure cleanup is conducted in compliance with VCP 	During remediation activities	
Green and Sustainable Remediation (GSR) <ul style="list-style-type: none"> • Incorporate green and sustainable remediation principles/techniques into the project 	Outputs: <ul style="list-style-type: none"> • GSR language in ABCA and RFP • Track and report GSR in quarterly reports Outcomes: <ul style="list-style-type: none"> • Greener and more sustainable cleanup 	Before, during, and after remediation activities	
Davis-Bacon Documentation <ul style="list-style-type: none"> • Conduct site inspections to ensure proper wage rates and posters are available to workers on-site • Collect, review and maintain payrolls • Conduct on-site labor interviews 	Outputs: <ul style="list-style-type: none"> • Payrolls, labor interviews, etc. Outcomes: <ul style="list-style-type: none"> • Ensure compliance with Davis-Bacon requirements 	During remediation activities	

Task 4: Administrative Records and Closure Reporting

Task 4 – Administrative Records and Closure Reporting Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Collection of post-cleanup samples	Outputs: <ul style="list-style-type: none"> • samples and analytical results as needed Outcomes: <ul style="list-style-type: none"> • Ensure cleanup has met VCP cleanup levels 	When remediation activities are complete	
Cleanup Documentation <ul style="list-style-type: none"> • Prepare and submit close-out documentation to state indicating that cleanup is complete and protective to human health and the environment and identifies any institutional controls and long term monitoring • Project closeout monitoring and reporting to include plans, specifications, and requirements for regulatory closure under MEDEP VRAP. 	Outputs: <ul style="list-style-type: none"> • Two (2) meetings with the Cleanup Committee • MEDEP VRAP No Action Assurance Letter • Final cleanup reports documenting cleanup is complete, including <i>Final Cleanup Closure Report</i>, and a MEDEP Commissioner's Certificate of Completion stating that a condition of "No Significant Risk" exists at the site following the completion of the cleanup/abatement activities • Place documents in repository, etc. Outcomes: <ul style="list-style-type: none"> • State approval of cleanup and ensure cleanup is protective of human health and the environment 	When remediation activities are complete	
Cleanup Complete Documentation <ul style="list-style-type: none"> • Receive final cleanup complete letter from state or LEP/LSP determination for CT & MA and submit to EPA 	Outputs: <ul style="list-style-type: none"> • Letter from State/LSP/LEP • Letter submitted to EPA • Placed letter or documentation in information repository, reported in ACRES, and quarterly reports, etc. Outcomes: <ul style="list-style-type: none"> • Site is officially clean and ready for reuse • # Estimated number of brownfields property acres available for reuse 	When remediation activities are complete	

Task 5: Public Meeting and Community Involvement

Task 5 – Public Meeting and Community Involvement Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<p>Public Notice</p> <ul style="list-style-type: none"> • Town staff will notify the adjacent land owners, target community, and general public of dates and times for public information meetings and other administrative meetings, where project decisions may be made • Adjacent land owners will be notified by certified letter to ensure they receive the meeting information and have the opportunity to provide comments. <p>Community Involvement</p>	<p>Outputs:</p> <ul style="list-style-type: none"> • Three (3) televised Public Meetings which inform public of cleanup activities and provide a chance for input & comment • Prior to actual cleanup operations, the neighbors and the public will again be notified in writing (public notice in local newspaper), by phone calls, and/or by e-mail. • All applicable application and project information will also be posted and updated on the Town's website. <p>Outcomes:</p> <ul style="list-style-type: none"> • Improve understanding of cleanup and allows for potential modifications based on public input 	Ongoing Activity	

4. QUALITY ASSURANCE

Prior to undertaking confirmatory sampling, the Town of Kittery, Maine will prepare and submit a Quality Assurance Project Plan (QAPP) which meets with the approval of the U.S. EPA Region I Brownfields Program. The QAPP will describe the sampling and analytical strategies, methods, and procedures approved by EPA.

5. PRE-AWARD COSTS {NOT APPLICABLE}

6. ATTACHMENT 1

A Budget Detail has been prepared for each of the five tasks.

Attachment 1
Budget Detail

Title	Employee Name	Hourly Rate*
<i>Planner</i>	<i>Gerald Mylroie</i>	40.00
<i>Asst. Planner</i>	<i>Chris Di Matteo</i>	40.00
<i>Town Manager</i>	<i>Nancy Colbert Puff</i>	40.00
<i>Finance Director</i>	<i>Cindy Saklad</i>	40.00

* DOES NOT INLCUDE FRINGE BENEFITS

SEE TASKS 1-5 FOR MORE DETAILS

TASK 1: COOPERATIVE AGREEMENT OVERSIGHT

Position/Title	Estimate Time (Hours)	Hourly Wage	Total
Personnel			
<i>Planner</i>	5	\$40.00	\$200.00
<i>Asst. Planner</i>	15	\$40.00	\$600.00
<i>Town Manager</i>	4	\$40.00	\$160.00
<i>Finance Director</i>	1	\$40.00	\$40.00
Total Personnel	25		\$1,000.00
Fringe (25%)			\$250.00
Travel *			\$1,250.00
Supplies*			\$500.00
Contractual			\$2,500.00
Total Federal Funding			\$5,500.00
Cost Share (Cleanup & RLF)*			\$5,000.00
Total Budget			\$10,500.00

***Explanation of Costs**

This task includes:

- 1) The Town's personnel time (25 hours at \$40/hour = **\$1,000.00** plus **\$250.00** to cover fringe benefits, totals **\$1,250.00**
- 2) Travel (**\$1,250.00**) for attendance at MEDEP/EPA Brownfields conferences. Based on a competitive bid process in accordance with 40 CFR 30, the Town will select a Qualified Environmental Consultant (QEP).
- 3) The preparation of performance and financial reports, key measures, updating ACRES, and supplies (**\$500.00**) in the form of copies, faxes, phone, and mailing costs.
- 4) Contractual QEP time/costs (estimated at **\$2,500** (plus an additional \$2,500 cost share from Town) for program development, organization, support, Brownfields Cleanup Committee meetings, and oversight of the proposed Brownfields cleanup activities.
- 5) Cost Share: **\$5,000.00** (50 hours (at \$40/hour = \$2,000.00 plus fringe = \$2,500.00 for in-kind staff time/cost share plus the contractual costs of \$2,500.00).

TASK 2: CLEANUP PLANS & BIDDING

Position/Title	Estimate Time (Hours)	Hourly Wage	Total
Personnel			
<i>Planner</i>	5	\$40.00	\$200.00
<i>Asst. Planner</i>	15	\$40.00	\$600.00
<i>Town Manager</i>	4	\$40.00	\$160.00
<i>Finance Director</i>	1	\$40.00	\$40.00
Total Personnel	25		\$1,000.00
Fringe (25%)			\$250.00
Travel *			\$0.00
Supplies*			\$500.00
Contractual			\$7,500.00
Total Federal Funding			\$9,250.00
Cost Share (Cleanup & RLF)*			\$2,500.00
Total Direct			\$11,750.00

***Explanation of Costs**

This task includes:

- 1) The Town's personnel time (25 hours at \$40/hour = **\$1,000.00** plus **\$250.00** to cover fringe benefits, totals **\$1,250.00**
- 2) Meetings between the Town, WILSSA, the Qualified Environmental Consultant (QEP), MEDEP, and/or EPA regarding the final design, work plans, MEDEP VRAP documents, and regulatory closure will also be included in this task. This task also includes supplies (**\$500.00**) in the form of copies, faxes, phone, and shipping/mailling costs.
- 3) Contractual QEP time/costs (**\$7,500.00**) associated with the final design include submittal of required documents to the MEDEP Voluntary Response Action Program (VRAP), and preparation of the bid package, including the plans, specifications, bid form, review of the submitted bids, and selection of the proposed cleanup/abatement contractor.
- 4) Cost Share: **\$2,500.00** (50 hours (at \$40/hour = \$2,000.00 plus fringe = \$2,500.00 for in-kind staff time/cost share)

TASK 3: REMEDIATION ACTIVITIES

Attachment 1 - Budget Detail

Position/Title	Estimate Time (Hours)	Hourly Wage	Total
Personnel			
<i>Planner</i>	5	\$40.00	\$200.00
<i>Asst. Planner</i>	15	\$40.00	\$600.00
<i>Town Manager</i>	4	\$40.00	\$160.00
<i>Finance Director</i>	1	\$40.00	\$40.00
Total Personnel	25		\$1,000.00
Fringe (25%)			\$250.00
Travel *			\$0.00
Supplies*			\$500.00
Contractual			\$170,000.00
Total Federal Funding			\$171,750.00
Cost Share (Cleanup & RLF)*			\$25,000.00
Total Direct			\$196,750.00

*Explanation of Costs

This task includes:

- 1) The Town's personnel time (25 hours at \$40/hour = **\$1,000.00** plus **\$250.00** to cover fringe benefits, totals \$1,250.00
- 2) Meetings between the Town, WILSSA, the Qualified Environmental Consultant (QEP), MEDEP, and/or EPA regarding the final design, work plans, MEDEP VRAP documents, and regulatory closure will also be included in this task. This task also includes supplies (**\$500.00**) in the form of copies, faxes, phone, and shipping/mailing costs.
- 3) the contractor costs for cleanup/abatement in order to mitigate long-term impacts from direct contact, inhalation of dust, and runoff of dust and contaminants into the nearby Portsmouth Harbor. It also includes cleanup coordination and oversight by the QEP and the collection and analysis of confirmatory samples to monitor, oversee, and confirm the protection of public health and welfare for the nearby target community during the proposal cleanup/abatement activities. The contractual cleanup/abatement costs are estimated at **\$170,000** (\$160,000 for an abatement/cleanup contractor and \$10,000 for the QEP to perform final cleanup planning, contractor coordination, cleanup oversight, confirmatory sampling, and project cleanup status meetings).
- 4) Cost Share: **\$25,000.00** (the Town will provide \$20,000 in match/cost share for cleanup and abatement and Town's staff time (100 hours at \$40/hour = \$4,000.00, with fringe = \$5,000, in in-kind staff time/cost share)

TASK 4: CLOSURE REPORTING

Attachment 1 - Budget Detail

Position/Title	Estimate Time (Hours)	Hourly Wage	Total
Personnel			
<i>Planner</i>	5	\$40.00	\$200.00
<i>Asst. Planner</i>	15	\$40.00	\$600.00
<i>Town Manager</i>	4	\$40.00	\$160.00
<i>Finance Director</i>	1	\$40.00	\$40.00
Total Personnel	25		\$1,000.00
Fringe (25%)			\$250.00
Travel *			\$0.00
Supplies*			\$500.00
Contractual			\$7,500.00
Total Federal Funding			\$9,250.00
Cost Share (Cleanup & RLF)*			\$5,000.00
Total Direct			\$14,250.00

***Explanation of Costs**

This task includes:

- 1) The Town's personnel time (25 hours at \$40/hour = **\$1,000.00** plus **\$250.00** to cover fringe benefits, totals **\$1,250.00**
- 2) Three (3) Cleanup Committee meetings and preparation of status and closure reports. This task also includes supplies (**\$500.00**) in the form of copies, faxes, phone, and mailing costs.
- 3) Town and the Qualified Environmental Consultant (QEP) time for performing the necessary project closeout monitoring and reporting after remediation to ensure compliance with the plans, specifications, and requirements for regulatory closure under MEDEP VRAP. Project closeout and closure reporting costs include the Town's personnel time plus another 50 hours at \$40/hour = \$2,000.00, with fringe benefits = \$2,500.00 in in-kind staff time/cost share and QEP time/costs (estimated at **\$7,500.00** plus \$2,500.00 cost share from Town)
- 4) Cost Share: **\$5,000.00** (50 hours (at \$40/hour = \$2,000.00 plus fringe = \$2,500.00 for in-kind staff time plus \$2,500.00 cost share)

TASK 5: PUBLIC MEETINGS & INVOLVEMENT

Position/Title	Estimate Time (Hours)	Hourly Wage	Total
Personnel			
<i>Planner</i>	10	\$20.00	\$200.00
<i>Asst. Planner</i>	30	\$20.00	\$600.00
<i>Town Manager</i>	8	\$20.00	\$160.00
<i>Finance Director</i>	2	\$20.00	\$40.00
Total Personnel			\$1,000.00
Fringe (20%)			\$250.00
Travel *			\$0.00
Supplies*			\$500.00
Contractual			\$2,500.00
Total Federal Funding			\$4,250.00
Cost Share (Cleanup & RLF)*			\$2,500.00
Total Direct			\$6,750.00

***Explanation of Costs**

This task includes:

- 1) The Town's personnel time (25 hours at \$40/hour = **\$1,000.00** plus **\$250.00** to cover fringe benefits, totals **\$1,250.00**
- 2) Three (3) Cleanup Committee meetings and preparation of status and closure reports. This task also includes supplies (**\$500.00**) in the form of copies, faxes, phone, and mailing costs.
- 3) Town staff will notify the adjacent land owners, target community, and general public of dates and times for public information meetings and other administrative meetings, where project decisions may be made. Three public informational and decision-making meetings are planned. Costs include the Town's personnel time plus another 50 hours at \$40/hour = \$2,000.00, with fringe benefits = \$2,500.00 in in-kind staff time/cost share and contractual QEP time/costs estimated at **\$2,500.00** for preparation and attendance at the public meetings.
- 4) Cost Share: **\$2,500.00** (50 hours (at \$40/hour = \$2,000.00 plus fringe = \$2,500.00 for in-kind staff time/cost share)