

REQUEST FOR PROPOSALS

Qualified Environmental Professional Services To Perform Brownfields Assessments

City of Gardiner, Maine

Brownfield Environmental Site Assessment Program

Proposal Deadline:
Thursday, January 11, 2024, 4pm EST

Prepared By:

City of Gardiner, Maine
Office of Economic Development
6 Church Street, Gardiner, Maine 04345
www.gardinermaine.com
207-582-4200

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INSTRUCTION TO BIDDERS

1. All proposals should include all relevant documents, including a cost proposal. **All proposals must be submitted electronically to Melissa Lindley, City of Gardiner Economic Development Director at mlindley@gardinermaine.com in PDF format by 4:00 pm on Thursday, January 11, 2024.** Subject line shall read “Brownfields Qualified Environmental Consultant”. Confirmation of receiving the electronic proposal will be emailed within one business day of receipt. Proposals received after the deadline will not be considered.
2. A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; or 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
3. If any changes are made to this Request for Proposals, an addendum will be issued. Addenda will be posted on City’s website and emailed to all bidders on record as having picked up the Request for Proposals. Please notify receipt of addenda via email.
4. Questions concerning this Request for Proposals must be submitted *in writing* and emailed to: Melissa Lindley: melissalindley@gardinermaine.com.
5. The City of Gardiner may cancel this Request for Proposals or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.
6. All bid prices submitted in response to this Request for Proposals must remain firm for ninety (90) days following the bid opening.

CITY OF GARDINER BROWNFIELDS ASSESSMENT PROGRAM

1.0 INTRODUCTION

The City of Gardiner has been awarded a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The intent of the grant is to inventory and assess Brownfield sites throughout the City. For this program the areas of focus are the areas will be the downtown Water Street area, and the Cobbossee Stream Corridor. The City of Gardiner is seeking a Qualified Environmental Professional (QEP) to carry out necessary phases within the Brownfields program.

The City of Gardiner is soliciting proposals from consultants with proven expertise in environmental site and risk assessment, management plans, quality assurance project plans, groundwater and soil sampling, remediation strategies and clean-up, cost estimates and cost control, and community outreach and public presentations.

Gardiner's historic street patterns, growing population and industrial past make it a hub for businesses, arts, and culture in central Maine. As Gardiner's population diversifies; economically, socially, and culturally the City's underutilized Brownfield properties become an increasing constraint to redevelopment of existing industrial and commercial sites to support new buildings, affordable housing, and safe, outdoor spaces for recreation.

The QEP activities are being conducted as part of The City of Gardiner's Brownfields program. It is anticipated this EPA grant funded program will remain in effect through September 2026, but may extend if additional funding or permission is secured. The QEP will work under the direction of the City of Gardiner and will work in collaboration with City staff, the Brownfields Advisory Committee, property owners, and developers.

The resulting contract will be until September 2026. The City of Gardiner may amend or extend this contract beyond this time to accommodate the terms and conditions of the FY22 Community Grants award or future EPA grants awarded to the City of Gardiner within this time period, provided a market survey conducted by the City of Gardiner indicates that the prices the contractor proposes are reasonable. The agreement may be terminated at an earlier date upon twenty days written notice by either party.

2.0 SCOPE OF SERVICES

The City of Gardiner's Brownfields Assessment Program will:

1. Inform property owners, residents, and other stakeholders of Brownfields Assessment funds and the potential for redevelopment and reuse of sites to increase economic and social benefit
2. Work with the Brownfields Advisory Committee, which will work with City boards, committees and City staff to identify known and potential Brownfields sites
3. Prepare an inventory of potentially contaminated and/or underutilized sites
4. Conduct approximately 5-11 ASTM Phase I site assessments
5. Conduct, where necessary, approximately 5-8 ASTM Phase II site assessments
6. Submit all required reports in a timely manner

The QEP will work on Phase I and Phase II site assessments. The QEP will be required to complete Phase I and Phase II site assessment reports, submitting a digital copy to the City of Gardiner. All work will be supervised and managed by the City of Gardiner's project manager. The EPA will be receiving reports on program activity throughout the lifetime of the grant and will be substantially involved in all phases of the program. The QEP will be required to conform to the terms and conditions of the cooperative agreement between the City of Gardiner and the US EPA.

Scope of Work for the Qualified Environmental Professional (QEP):

Under the work plan and budget approved by the EPA, a total of \$455,500 has been reserved for the QEP to perform the following services:

Task 1: General

The grant will provide funding to hire a QEP firm to assist with inventory work. The QEP will build on work already done by the City to create a comprehensive inventory of underutilized and/or potentially hazardous sites in the project target area.

The QEP will provide services to the public for community participation. The proposal should also describe the procedures and approach used by the QEP for communication with the public and for supporting community feedback and participation. This includes examples of how they conduct public meetings and outreach and how they make technical information understandable to lay persons and, in particular, environmental justice communities.

Task 2: Phase I Assessments

Once the inventory work is complete, the QEP, in accordance with Maine state law, will conduct the assessments on properties selected by the City of Gardiner, with insight from the Brownfields Advisory Committee. The QEP will conduct approximately 5-11 Phase I environmental site assessments in accordance with current EPA accepted standards or current AAI accepted ASTM standard practices and procedures. Draft Phase I reports will be submitted for review to the City of Gardiner, site owner, Maine DEP, and EPA in electronic format for a particular site before final reports are prepared. Digital copies of the final reports must be sent to the parties noted above.

Proposals should describe the QEP's environmental assessment approach, the types and sources of information to be collected, and staff expected to be involved in the work. The proposal should also note that Phase I assessment information will be presented to the City of Gardiner, the Brownfields Advisory Committee, and site owners during a regularly scheduled Brownfields Advisory Committee meeting.

Task 3: Phase II Assessments and Project Report.

QEP staff will conduct 5-11 ASTM Phase II Environmental Site Assessments on sites as determined by the City and EPA. As part of this task, the grant will support planning activities to develop initial reuse goals for each site. This will provide the foundation for cleanup plans executed in future phases of work. Phase II Site Assessments will further investigate and confirm the presence and extent of recognized environmental conditions. Phase II Site Assessments will establish whether continued investigation and remediation is necessary. If cleanup is necessary, Phase II work will include estimating the cleanup cost.

To address the Phase II component of the Work Plan, QEP's should describe their approach to the following tasks:

- Preparing a work plan and cost estimate for review by the City of Gardiner, Brownfields Advisory Committee, Maine DEP, and EPA as necessary before sampling activity begins.
- Preparing a Quality Assurance Project Proposal (QAPP) prior to undertaking Phase II Assessments, for review and approval by EPA and Maine DEP. The QAPP will include proposed sampling and analysis strategy, sampling procedures, analytical procedures, data management, and other procedures that will ensure quality control. If available, the QEP shall utilize a previously approved generic QAPP to be modified to reflect local conditions.
- Conducting all environmental assessment and sampling procedures appropriate for a site, including hazardous building material surveys, geophysical surveys, and soil and groundwater testing. Investigations and reports will be in compliance with the American Society for Testing and Materials (ASTM) guidance and standard industry practices. The QEP will be responsible for obtaining all required permits for the work at a site.
- Determining the need to undertake additional site assessment by identifying and recommending remediation strategies based on adopted risk management/assessment strategies particular to each assigned site (as applicable to each site and with prior approval by the City of Gardiner).
- Submitting draft Phase II reports for review to the City of Gardiner, site owner, Maine DEP, EPA, and other individuals or agencies as identified for a particular site before final reports are prepared.
- Sending final reports to the City of Gardiner, to the Maine DEP, and the EPA.

The proposal should also note that Phase II assessment information will be presented to the City of Gardiner, the Brownfields Advisory Committee, and site owners during a regularly scheduled Brownfields Advisory Committee meeting.

Task 4: Cleanup Planning & Area Wide Planning

The City and the QEP will review Phase II ESA data for each selected Site and will consider the needs and resources available to develop an Analysis of Brownfields Cleanup Alerts (ABCA)/Remedial Action Plan (RAP). We have assumed that 5-8 sites will require future remediation and preparation of ABCA/RAPs under this grant. Each ABCA/RAP will include remedial actions for identified contamination that exceeds applicable MEDEP cleanup standards. Remedial alternatives will be evaluated on cost, feasibility, and effectiveness in protecting human health and the environment, including vulnerability to forecasted climate change and extreme weather events. Based on this analysis, a proposed remediation plan will be developed based on potential reuse scenario(s) for the site, including consideration of current green and sustainable remediation practices. We anticipate that each Site that requires an ABCA will be submitted to the MEDEP Voluntary Response Action Program.

To address the Task 4 component of the Work Plan, QEP's should describe their approach to the following tasks:

- Identifying impacted areas (neighborhood, district, city block, etc.)
- Develop strategies for the reuse of existing infrastructure in the area
- Produce an area-wide plan for the impacted area
- Create a set of area-wide strategies for assessment, cleanup and reuse measures
- Identify future uses of at least 5-8 of properties in the area wide plan
- Evaluate next steps for plan implementation

3.0 PROGRAM RESOURCES

The grant contains all financial resources to be used for this project. Up to \$455,500 will be available for QEP work. QEP selection criteria will include demonstrable experience/capabilities with Brownfields projects, preparing QAPPs, ability to clearly report and communicate findings to a wide audience including environmental justice communities, expertise in site assessment procedures and technology, and ability to coordinate effectively with all interested parties. The QEP's activities associated with each work task need to follow the proposed costs and indicated level of effort.

4.0 SCHEDULE

The following provides an overview of the Brownfield Program’s expected tasks.

Work Element	Specific Tasks
Community Participation	<ul style="list-style-type: none"> • Press Releases (City of Gardiner) • Attend City Council meetings (City of Gardiner) • Two initial public meetings (City of Gardiner w/QEP Assistance) • Mid-project public meetings (City of Gardiner w/QEP Assistance) • Survey residents/neighbors (City of Gardiner w/QEP Assistance) • Final public meetings (City of Gardiner w/QEP Assistance)
Site Identification	<ul style="list-style-type: none"> • Research potential Brownfields (City of Gardiner w/QEP Assistance) • Prepare maps and database (City of Gardiner w/QEP Assistance) • Meet with Brownfields Advisory Committee (City of Gardiner w/QEP Assistance)
Site Selection	<ul style="list-style-type: none"> • Establish process and criteria for site selection (City of Gardiner w/QEP Assistance) • Evaluate and rank sites (City of Gardiner w/QEP Assistance)
Phase I Assessments	<ul style="list-style-type: none"> • Review documentation, records, plans, etc. (QEP) • Site visits (QEP) • Phase I Assessment Report (QEP)
Quality Assurance Plan (for Phase II Assessments)	<ul style="list-style-type: none"> • Develop Assessment Protocol (QEP) Submit Draft QAPP (QEP) • Submit Final QAPP (QEP)
Phase II Assessments	<ul style="list-style-type: none"> • Additional research and site visits (QEP) • Soil/water/building material sampling and testing (QEP) • Geophysical testing if necessary (QEP) • Final Report production/review/revision (QEP)
Planning Activities	<ul style="list-style-type: none"> • Identification of Brownfields eligible sites (City of Gardiner & QEP) • Cleanup Planning (QEP) • Area wide and site-specific reuse study (QEP) Create area wide strategies for assessment, cleanup, and reuse measures (City of Gardiner & QEP)

5.0 SUBMISSIONS/SELECTION CRITERIA

Proposals must address each of the following:

1. Cover Letter

The first page of the proposal shall be a cover letter identifying the overall project as the “QEP Services to Perform Brownfield Assessments.”

If the proposal is submitted by a corporation (joint venture, associated firms, etc.), the cover letter shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign the cover letter. One or more of the partners shall sign if the Applicant is a company or partnership.

2. Assessment Team Description

The qualifications statement shall identify a lead firm, project manager, and members of the assessment team that will be committed to the project, including addresses, telephone numbers, fax numbers, and e-mail addresses for each. Resumes for all personnel to be working on this project and an explanation of their anticipated roles as members of the assessment team for the subject project shall be included.

3. Relevant Experiences

The statement shall also describe the Applicant’s capabilities in performing the type of work that will be required by this RFP, including the Applicant’s experience, capabilities, and resources to perform the following:

- Phase I and Phase II Assessments
- Surface Geophysical Investigations
- Quality Assurance Project Plan (QAPP) Preparation
- Soil, Groundwater, and Waste Sampling
- Groundwater Impact Investigations
- Community Relations Brownfield Inventory
- Geographical Information Systems (GIS)

The Applicant shall provide a description of at least three relevant projects demonstrating experience with the services requested. Include the project name, a short description (i.e., location, size, current and prior land uses, environmental investigations conducted etc.), the member’s role in the assessment process, entity for which the project was performed, and a contact name and telephone number. Any experience with “inclusive public processes” such as stakeholder involvement and/or visioning, should be noted. Staff who worked on past projects should be the same as those proposed for this RFP.

4. Fee Structure and Cost Proposal

The fee structure and cost proposal must be separate from the technical proposal. The applicant shall include time and materials rates for the performance of the work anticipated under this RFP (see Section 2) and should include the following information:

1. Describe typical costs your firm (and subcontractors, as applicable) charges for the following activities:

- a. Phase I site assessments (per ASTM E1527-05 standards)
 - b. Community meeting preparation and attendance to explain findings
 - c. Travel expenses
 - d. QAPP preparation
 - e. Costs for a drill rig for one day, and mobilization for Phase II soil and groundwater testing. For the purpose of this proposal, the mobilization period should cover the time from approval of the QAPP and workplan through arrival of equipment and staff at the site on the first day of field work
2. Costs expected to be associated with the identified tasks in Appendix A should be described as follows. Using a matrix format:
 - a. Identify key staff members and subcontractors expected to work on the contract
 - b. Identify the percent of time among all the contract personnel that each individual and subcontractor is generally expected to work for Phase I site assessments, Phase 2 site assessments, remediation/corrective action planning, and public involvement/outreach
 - c. Identify the per hour cost for these individuals
 3. Describe expected expenses (materials, travel, etc.)
 4. Identify any overhead and/or profit that will be charged on this contract
 5. The number of hours expected to be worked by individual staff members/sub-contractors per tasks does not need to be estimated
 6. An itemized breakdown of any predicted subcontractor costs and expenses

5. Proposed Project Schedule/Sequencing:

Include a project timeline showing the approximate schedule and sequencing of all major tasks required to complete the project, including any variation in the proposed project timeframe.

Work associated with this project will begin as soon as possible after awarding of the contract and must be completed by September 2026. Extension of this timeframe may be possible as approval and funding allows but is not guaranteed.

Examination of Scope of Work

Before submitting an application, each Applicant must:

- Examine the Scope of Work thoroughly.
- Be familiar with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.
- Study and carefully prepare an application that conforms to the Scope of Work.

The submission of an application will constitute an incontrovertible representation by the Applicant that every requirement of this document has been complied with and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and

conditions for performance of the work.

Qualifications of the Applicant

The City of Gardiner shall make such investigations as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the City of Gardiner all such information for this purpose as the City of Gardiner may request. No award will be made to any Applicant that cannot meet all of the following requirements. Applicants shall submit written evidence, along with associated costs, which addresses these issues:

Applicants:

- Shall not have defaulted on any contract within three years prior to the date of this proposal
- Shall maintain a permanent place of business
- Shall have adequate personnel and equipment to perform the work expeditiously
- Shall have suitable financial status to meet obligations incidental to work
- Shall have appropriate technical experience in the class of work involved
- Shall be registered with the Secretary of the State of Maine to do business in Maine
- Shall not have failed to perform satisfactorily on contracts of a similar nature
- Shall have a Maine Registered Professional Geologist on staff or identify a subcontractor that meets that requirement
- Shall have on staff or identify a subcontractor certified to conduct lead-based paint and asbestos analysis and remediation plans
- Shall have a minimum of four (4) years experience as a business
- Shall have completed a minimum of three (3) Brownfields projects
- Shall not have failed to comply with any requirements from the State of Maine

Applicants who fail to meet these exact specifications but can offer alternative qualifications in lieu of these criteria and demonstrate an ability to perform the requisite services in a satisfactory manner, will also be entertained. Such applicants should submit a statement of qualifications to the City of Gardiner prior to the stated deadline. This statement shall include persuasive evidence of experience in similar work, i.e., work done under different business name, etc., for review by the City of Gardiner. Applicant understands that no judgment or decision will be made by the City of Gardiner and accepts the risk that applicant's qualifications may be determined to be unacceptable.

The City of Gardiner reserves the right to select the most responsible and responsive proposal. It is the intent and purpose of this Agreement on which proposals are sought to assure and guarantee an effective, efficient, and environmentally appropriate Brownfields Program. The City of Gardiner will reject any proposal if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the City of Gardiner that any Applicant is properly qualified to carry out the program's obligations and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

Compensation

The agreement will specify a maximum compensation. The QEP shall not be compensated for

costs in excess of the specified limit.

The QEP shall bill the City of Gardiner on a monthly basis in accordance with the approved fee structure. All costs must be specified and properly documented.

Ownership of Material

All rights, titles to and ownership of the data, material, and documentation, regardless of form, resulting from this project and/or prepared for the City of Gardiner pursuant to this contract shall remain with the City of Gardiner, property owners, and/or US EPA.

Compliance – Laws

The QEP and any subcontractors or affiliate must comply with all local, state, and federal laws, rules and regulations applicable to any contract for the subject project and to any goods delivered, services rendered, or work performed in accordance with the same. *All QEPs are advised to review all relevant federal regulations before submitting a proposal.*

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Maine.

Those requirements imposed upon the State of Maine and the City of Gardiner, respectively, as recipients of federal funds are thereby passed along to the QEP and any subcontractors, and those rights reserved by the U.S. EPA are likewise reserved by the State of Maine and the City of Gardiner.

All work shall be performed in conformance with the specifications and terms contained in the following documents:

1. The Administrative and Programmatic Terms and Conditions of the City of Gardiner's Cooperative Agreement. These Terms and Conditions can be provided upon request.
2. Follow the six affirmative steps stated in 40 CFR 31.36(e) to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
3. Submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the Region 1 EPA Small Disadvantaged Business Utilization Officer as stated in Administrative Condition No. 3e of the Cooperative Agreement.
4. Applicable provisions of Title 40 CFR Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
5. Federal requirements for contracts under cooperative agreements, including 40 CFR Part 31. These regulations require QEPs to verify that they are not debarred from receiving Federal funds. Additionally, the regulations state requirements regarding Disadvantaged Business Enterprises.
6. Moral Integrity and Non-Collusion Affidavits: Applicant(s) must submit a Moral Integrity Affidavit for each business entity or individual that is a party to the proposal.

The City of Gardiner reserves the right to waive any and all irregularities and informalities in

the submission and/or request clarification of items prior to entering into a contract with a redeveloper. Furthermore, the City of Gardiner reserves the right to reject all proposals for any reason with no liability for any cost incurred by the firms submitting proposals.

Time and Place for Submitting Responses

All proposals must be submitted electronically to Melissa Lindley, City of Gardiner Economic Development Director at mlindley@gardinermaine.com in PDF format by 4:00 pm on Thursday, January 11, 2024. Subject line shall read “Brownfields Qualified Environmental Consultant.” Submissions received after the above-specified date and time will not be considered. A submission may be withdrawn prior to the time of receipt of proposals specified herein.

The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the QEP. The City of Gardiner retains the right to reject any and all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the City of Gardiner. This solicitation in no way obligates the City of Gardiner to award a contract.

Standards and Deliverables

1. Related spatial and/or geographic information and data must be developed in accordance with Maine Geographic Information System (GIS) standards as adopted by Maine’s Statewide Geographic Information System Clearinghouse.
2. Except for appendices, all reports are to:
 - Be presented for ease of readability by the average citizen
 - Include charts, graphs and other graphics as appropriate
 - Include executive summaries or abstracts suitable for broad distribution
 - Include a glossary of technical terms, and a list of references or citations for all sources of data and information.
3. All documents must be provided in both paper and digital form.
4. All written reports must be provided double-sided. The use of recycled paper is strongly encouraged.
5. Copies of all reports and documents, including drafts, should be provided to the Gardiner Office of Economic Development no less than two weeks prior to any scheduled review or public discussion.
6. All data, databases, reports, programs and materials, in digital and hard copy formats, created under this project shall become the joint property of the City of Gardiner and the U.S. EPA.

Interpretation and Inquiries

Requests for clarifications and/or questions related to this RFP must be submitted in writing, via regular mail or electronic mail, and received no later than 4:00 pm, January 8, 2024. Questions received after that time will not receive a response. No interpretations of the RFP will be made orally. All interpretations will be issued by electronic mail to all parties who receive a copy of the RFP. All inquiries shall be addressed to:

Melissa Lindley, Director of Economic Development
City of Gardiner, 6 Church Street, Gardiner, Maine 04345
mlindley@gardinermaine.com

Award

The City of Gardiner may invite applicants to an interview session with its Review Committee prior to making a decision. The City of Gardiner may make such investigations as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the City of Gardiner all such information and data for this purpose as the City of Gardiner may request. **Selection and any need for interviews will be determined within thirty (30) business days after proposals are submitted. Interviews will be scheduled as soon as possible, if necessary.** The City reserves the right to reject any application for any reason that the City determines to be in the public interest or if the evidence submitted by, or investigation of, such Applicant fails to satisfy the City of Gardiner that such Applicant is properly qualified to carry out the obligations and to complete the work necessary. The City of Gardiner reserves the right not to award the contract to the lowest bidder if it is deemed to be in the best interest of the City of Gardiner. The City Council has the final approval authority in awarding the Agreement.

Notice to Proceed

Execution of an Agreement by the City of Gardiner and the successful Applicant shall constitute a “Notice to Proceed.”

Equal Opportunity Employment

Contracts for work under this proposal will obligate the QEP and any subcontractors not to discriminate in employment practices. Successful Applicants must submit a list of any subcontractors who will perform work on this project.

6.0 EVALUATION CRITERIA

The City of Gardiner desires to award a contract to the respondent who demonstrates the ability to provide the highest quality service at the most reasonable cost. To accomplish this goal, Gardiner's weighted criteria for selection will include, but not be limited to:

- Clarity of the proposal, understanding of the project objectives, and responsiveness to the work program (10%)
- The respondent's experience and qualifications to perform the requested service (25%)
- Ability to communicate findings to the general public and in particular environmental justice communities (15%)
- The degree to which the respondent demonstrates an ability to work effectively and coordinate activities with the City of Gardiner, City Brownfields program staff and other interested parties including US EPA, Maine DEP, and property owners (15%)
- Reasonableness of the proposed costs, and indicated level of effort, are supported by the activity associated with each work task, based on a comparison of prices among competing offerors and other available information on market rates for consulting services (if applicable) (25%)
- References (10%)

The City will negotiate compensation terms with the QEP selected based on the above criteria. If two candidates are deemed equally qualified based on the above criteria, fees will be used as a tie-breaker.

Gardiner's review committee may select to negotiate with the top ranked firms and to accept modifications to the proposed scope of services and/or price when such action is in the best interest of the participants to do so. Additional clarifying information may be requested to aid in the decision-making process.

Fair Share Goals

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

Appendix A

Item 1: Program Development. A Brownfields Advisory Committee will be engaged in support of the project to ensure that the program runs efficiently and remains on the anticipated timeline. The City of Gardiner and the Brownfields Advisory Committee will work together to determine which QEP services will be utilized, and in return will offer assistance through coordination of efforts between various interested parties, as well as keeping communication open.

Item 2: Community Participation. City of Gardiner and the Brownfields Advisory Committee will also work towards keeping information available to all interested parties as well as maintaining the channel of communication open for feedback and input throughout the project. Information will also be offered through press releases, newspapers, etc. to make sure that the public is aware of the project's status as well as any upcoming public meetings. QEP attendance will be necessary at meetings to ensure that questions can be properly answered and complete updates of the project can be given. Surveys need to be conducted with residents living near the selected Brownfield sites to ensure residents are aware of project findings and to help alleviate any concerns.

Item 3: Site Identification. A variety of resources will be used to obtain information for potential site identification. Records offered at the state and federal level will be considered. Local historic land use data will be compiled and reviewed. Municipal departments will be questioned, along with any local businesses and individuals that may be able to offer additional potential sites. GIS coverages and site databases will be continually added to for use as an aid in the site selection process. GIS use will enable an overall spatial analysis of the site in relation to natural resources, land uses, road networks, etc.

Item 4: Site Selection. The Brownfields Advisory Committee along with the Project Manager and QEP will establish certain guidelines for site selection criteria. Some of the criteria that will help determine selection will be:

- **Economic Development:** potential job creation/retention
- **Smart Growth/TOD potential:** Proximity to existing transit; potential for mixed-use development
- **Sustainable green space/public place creation:** development of new open spaces for active and passive recreation; creation of natural green space or habitat protection areas; creation of a more attractive, walkable streetscape
- **Development feasibility:** Site marketability; developer interest
- **Local neighborhood benefits:** Visual improvements to neighborhood; potential for job creation for residents; neighborhood support
- **Health impacts/Pollution prevention:** Potential to positively impact health; protection of natural water and wetland resources


Item 5: Environmental Analysis: Phase I and II Site Assessments will be conducted as required.

Item 6: Cleanup & Area Wide Planning: Once Assessment activities have been completed, QEP will provide planning assistance to the City in preparation for Brownfields Cleanup Activities.

A Site Reuse Assessment and Market Study will be performed for all assessed sites, using specialty subcontractor(s) and planners, as needed. Based on this analysis, a proposed remediation plan will be developed based on potential reuse scenario(s) for the site. This plan will include identification of available Brownfields Cleanup funding within the region and/or recommendations for site specific cleanup funding.

APPENDIX B

**TERMS AND CONDITIONS OF THE COOPERATIVE AGREEMENT
BETWEEN THE CITY OF GARDINER AND THE US EPA**

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00A00915 MODIFICATION NUMBER: 0 PROGRAM CODE: 4B	DATE OF AWARD 09/26/2022
		TYPE OF ACTION New	MAILING DATE 09/29/2022
		PAYMENT METHOD: ASAP	ACH# 10606
		RECIPIENT TYPE: Municipal	
RECIPIENT: Gardiner City of 6 Church Street Gardiner, ME 04345 EIN: 01-6000028		PAYEE: Gardiner City of 6 Church Street Gardiner, ME 04345	
PROJECT MANAGER Tracey Desjardins 6 Church St Gardiner, ME 04345-2192 Email: tdesjardins@gardinermaine.com Phone: 207-582-4200		EPA PROJECT OFFICER Amanda Van 5 Post Office Square Boston, MA 02109 Email: van.amanda@epa.gov Phone: 617-918-1214	
EPA GRANT SPECIALIST Diane Culhane Grants Management Branch 5 Post Office Square Boston, MA 02109 Email: Culhane.Diane@epa.gov Phone: 617-918-1975			
PROJECT TITLE AND DESCRIPTION City of Gardiner Community-Wide Brownfields Assessment Program See Attachment 1 for project description.			
BUDGET PERIOD 07/01/2022 - 09/30/2026	PROJECT PERIOD 07/01/2022 - 09/30/2026	TOTAL BUDGET PERIOD COST \$500,000.00	TOTAL PROJECT PERIOD COST \$500,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 11/30/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$500,000.00. 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 regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square Boston, MA 02109	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Arthur Johnson - Director of MSD			DATE 09/26/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$500,000	\$500,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$500,000	\$500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	22010CG064	22	E4SD	0120AG7	000D79X89	4114	-	-	\$500,000
									\$500,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$24,000
2. Fringe Benefits	\$0
3. Travel	\$6,500
4. Equipment	\$0
5. Supplies	\$14,000
6. Contractual	\$455,500
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$500,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$500,000
12. Total Approved Assistance Amount	\$500,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$500,000
15. Total EPA Amount Awarded To Date	\$500,000

Attachment 1 - Project Description

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. This agreement will provide funding under the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) for The City of Gardiner ME to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in Cobbossee Corridor Target Area, Maine. Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the recipient anticipates conducting 7 Phase I and Phase II 5 environmental site assessments, holding community meetings, developing 5 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing 5 planning documents to initiate brownfields revitalization, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Gardiner, Maine. No subawards are included in this assistance agreement.

Administrative Conditions

NATIONAL ADMINISTRATIVE TERMS AND CONDITIONS

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

·Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

·MBE/WBE reports (EPA Form 5700-52A): r1_mbewbereport@epa.gov

·All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Culhane.Diane@epa.gov, Van.Amanda@epa.gov.

·Workplan revisions, equipment lists, programmatic reports and deliverables: Van.Amanda@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 90 days to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

**FY22 Assessment Cooperative Agreement
Infrastructure Investment and Jobs Act Funds
Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2022 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements

include 2 CFR Part 200.

4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); 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. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

6. This is an interim term and condition for management of funding provided under the IIJA. EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the target area(s) described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan). The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability. This requirement does not apply to site-specific assessment cooperative agreements where this information has been previously provided and approved in threshold eligibility review of the application, and where sites have already been pre-approved by EPA in the CAR's workplan.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum
 - a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

EPA's Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of

award. EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a solicitation for a Qualified Environmental Professional(s) has been released;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community involvement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR

awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate.

h. Reviewing the qualifications of key personnel (EPA does not have the authority to select employees or contractors, including consultants, employed by the award CAR).

i. Reviewing all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific

funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently in multiple target areas and/or at sites.
2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.
3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable state law cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under

this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 –

March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program

income remaining); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information.

g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), 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 EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:

- a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
- b. reasons why anticipated outputs/outcomes were not met; and
- c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

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

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- d. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality->

[assurance-requirements-organizations-receiving-epa-financial.](#)

- e. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient.*]
- f. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.

2. Local Governments Only – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$25,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vi. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

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

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

- c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
- d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient 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 assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must 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, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, 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 of, 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.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 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. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

All QAPPs being submitted for review shall be emailed to R1QAPPs@epa.gov and the EPA Project Officer (see page 1 of the assistance agreement).

The QAPP should be prepared in accordance with [EPA QAR-5: EPA Requirements for Quality Assurance Project Plans](#). No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. 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.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

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 a direct linkage to

site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40

CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed “*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*” (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA’s website at www.epa.gov/brownfields. The completed checklist must include:

- a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

- b. An identification of “**significant**” **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.”
 - “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I/my” or “We/our.”

- d. In compliance with 40 CFR § 312.31(b), the environmental professional must

include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

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

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

- i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
- ii. Administrative and Financial Reports as described in the General Terms and

Conditions of this agreement.

- b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

- c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.