

Request for Proposals  
Brownfields Site Cleanup Consulting Services for Parcels 5C1 & 5C2  
Howard Street New London, CT

The Renaissance City Development Association, Inc (RCDA) is requesting proposals from parties interested in providing Brownfields Site Cleanup consulting services.

Copies of the Request for Proposal (RFP) may be obtained on and after **August 15, 2014** on line at [www.rcda.co](http://www.rcda.co)

**Firms that intend to respond to the RFP should email their intent to the following to allow distribution of agenda, etc.:**

John Brooks at [jbrooks@nldc.org](mailto:jbrooks@nldc.org)

and Paul Burgess at [paul@paulburgessllc.com](mailto:paul@paulburgessllc.com)

The proposal should be sent electronically as a PDF to the Mr. Brooks and Mr. Burgess at the above email addresses, or alternatively, two sets of the proposal should be delivered no later than **4:30 P.M. on September 4, 2014** to:

John Brooks. Project Manager  
RCDA  
Suite 421  
165 State Street  
New London, Connecticut 06320

**RCDA reserves the right to accept part, all, or none of the respondents' proposals, and the project is subject to availability of funds.**

RCDA is an Affirmative Action/Equal Opportunity/Title IX Employer.

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John Brooks  
Project Manager  
Renaissance City Development Association, Inc.

**Renaissance City Development Association, Inc. (RCDA)**  
**US EPA Brownfields Cleanup Funds**  
**Parcels 5C1& 5C2, New London, CT**

**Introduction**

RCDA has \$480,000<sup>1</sup> available for the tasks outlined in this Request for Proposals (RFP). RCDA reserves the right to amend the contract to add funding, if needed. The selected consultant will be a key member of the project team and will work closely with RCDA's Project Manager, RCDA's Brownfields Coordinator, the CT Department of Energy & Environmental Protection (CTDEEP), the U.S. Environmental Protection Agency (USEPA), and all other contractors or subcontractors. John Brooks, RCDA, will serve as the Project Manager for this project. Paul Burgess, PE, LEP, is RCDA's Brownfields Coordinator.

Under the USEPA Brownfields Assessment program, a Phase I Environmental Site Assessment (Phase I ESA) dated November 2011 and a Phase II/III Field Investigation & Remedial Action Plan (RAP) report dated January 2013 were prepared. These reports are available from the RCDA website, and form the basis for this Brownfields Cleanup.

The RCDA, the selected project consultant, and selected remediation contractor must comply with the applicable provisions of the USEPA Brownfields Cleanup Grant Cooperative Agreement BF-96181801 (Attachment A). There are MBE/WBE goals for this project.

**Site Background**

The site location is shown on Figure 1.

**Parcels 5C1 & 5C2**

Parcels 5C1 & 5C2 are owned by RCDA.

Parcel 5C1 consists of a 2.27 acre, undeveloped property, located along the west side of Howard Street and north of the Shaw Street roundabout. It is a vacant, irregularly shaped parcel including grassed, forested and overgrown land. The majority of the parcel is regularly mowed. Overgrown/forested areas are primarily located in the northern portion of the property, and several trees are located in the south central portion. A drainage ditch, generally oriented north to south, extends on to the northwestern portion of the parcel. The ditch receives storm water from the southwest and directs it northward, ultimately discharging to Shaw's Cove, located northeast of the Site. Fill materials, including an area of slag deposits, are located across the parcel.

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<sup>1</sup> USEPA Brownfields Cleanup Grant -\$400,000 (BF-96181801) and \$80,000 matching funds/in-kind services (RCDA).

Parcel 5C2 consists of a 3.14 acre, undeveloped property, identified as Map F15, Block 101, Lot 5C2 located along the west side of Howard Street, south of Hamilton Street and partially abutting 5C1 to the south. The parcel currently consists of vacant, grassed, forested and overgrown land. A gravel/bare soil area is located in the northeastern portion of the property and a drainage right of way, containing a storm water pump station and associated storm water piping, extends along the eastern boundary. A drainage ditch, generally oriented north to south, extends along the western portion of the parcel. The ditch receives storm water from the southwest and directs it northward, ultimately discharging to Shaw's Cove, located to the northeast. The Phase I ESA indicated the presence of coal, coal ash, clinkers, metal, glass, trash and other solid waste intermixed with surface soils. Some remnants of former concrete slab floors and footings also remain on the property.

A conceptual site development plan (Figure 2) was prepared with input from RCDA, the project environmental consultant and a landscape architect. It considers estimated parking requirements, potential stormwater management scenarios and physical site constraints, including wetlands and the presence of solid waste. The development scenario for Parcel 5C1 consists of a two-story, 25,000 square foot (total space) commercial/office building, 100 parking spaces, sidewalks/landscaping areas, and a grassed solid waste cap area. The Parcel 5C2 development scenario consists of two-commercial buildings (17,000 square feet total space), 81 parking spaces, sidewalks/landscaping areas, and a grassed solid waste cap area.

### **Remediation Goals**

The Phase II/III investigation results indicate that site soils/fill, including the drainage ditch sidewalls and bottom, contain heavy metals, semivolatile organic compounds (SVOCs), and/or extractable total petroleum hydrocarbons (ETPH) at concentrations exceeding the industrial/commercial direct exposure criteria (I/CDEC) established by the CTDEEP. No soil exceedances of GB pollutant mobility criteria (PMC) in soil were identified (based on mass and/or synthetic precipitation leaching procedure (SPLP) data); therefore, no PMC remediation is required. A solid waste disposal area exists which will require closure. Discussions with CTDEEP Solid Waste personnel indicate the disposal area can be closed within the context of the CTDEEP Remediation Standard Regulations (RSRs) with an inaccessibility soil cap. The overall site remedial objectives are to: (1) address I/C DEC exceedances, and; (2) to close/cap the solid waste disposal area. Since the fill/waste materials are deep and extensive, removal and replacement would not be feasible or prudent in light of costs weighed against benefits to the environment. Rendering the soils/solid waste "inaccessible" in conformance with CTDEEP RSRs is the selected remedial alternative.

## Remediation Overview

This USEPA Brownfields Grant will complete partial site cleanup to help facilitate site development. The cleanup consulting services included in this RFP include the design, permitting and oversight for the drainage ditch remediation and solid waste disposal area closure. Final site cleanup will be completed with future site redevelopment (buildings/pavement).

Remediation, as specified in the RAP, and included in this Brownfields Cleanup grant is shown on Figure 3 and is discussed below.

**Drainage Ditch-** The drainage ditch that traverses the parcels and a portion of the adjacent, interceding parcel is approximately 400 feet long and 20 feet wide. The City of New London has a drainage easement associated with this drainage ditch. The drainage ditch is a delineated wetland.. It is constructed of contaminated fill materials and located over solid waste. In order to “cap” the ditch and maintain existing elevations to maintain flows, a minimum of two feet of contaminated bottom and sidewall materials must be removed and replaced with a geotextile warning layer and two feet of clean fill to match the existing grades. The specific engineering and permitting requirements of the drainage ditch remediation will be determined as part of the consulting/permitting services for this project. The RAP considered the installation of a 6 inch thick stone lining for the ditch bottom and sidewalls and specific herbaceous seed mix for the upper sidewalls and slope shoulders.<sup>2</sup>

The design should evaluate the feasibility of placing the excavated ditch soil/solid waste over the existing onsite solid waste material and capping, verses offsite disposal.

Project-specific design will also need to consider accommodating any stormwater flows that may occur during construction and post construction. The use of two feet of fill and a warning layer (versus the prescribed RSR four feet of clean fill or pavement and two feet of clean fill)) will require an Engineered Control Variance approval from the CTDEEP. The environmental land use restrictions (ELURs) for the site will include the engineered control cap for the ditch.<sup>3</sup>

**Solid Waste Disposal Area-** A geotextile warning layer and two feet of clean fill will be placed over for the solid waste disposal area. The use of two feet of fill and a warning layer (versus the prescribed four feet of clean fill or pavement and two feet of clean fill)) will require an Engineered Control Variance approval from the CTDEEP. Preliminary discussions with CTDEEP Solid Waste personnel indicate the Solid Waste Closure can be completed within the context of CTDEEP RSRs and an ELUR. The ELUR for the site will include the engineered control cap for the solid waste disposal area and other CTDEEP solid waste disturbance and maintenance requirements.

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<sup>2</sup> Subject to further engineering evaluation and permitting requirements.

<sup>3</sup> Not included in the scope of services for this RFP. To be implemented post site development.

**Stormwater Management-** Stormwater quantity and quality management will be required for future site development. To the extent possible, this must be considered and evaluated by the consultant for this project. Local, state and federal stormwater quantity and quality requirements should be evaluated to ensure that project design and the remediation are consistent and compatible with these requirements. The RAP included the calculation of stormwater water quality volumes (WQV) for the conceptual site development plan. This should be reviewed and any applicable requirements incorporated into the remediation plan to the extent practical and financially feasible.

**Final Site Development-** This includes constructing future buildings over contaminated soil; placing two feet of clean fill and pavement/sidewalks over contaminated soil; and placing a geotextile warning layer and two feet of clean fill<sup>4</sup> over grassed/landscaped and storm water management areas. Consulting services associated with this remediation, for future site development, are not included in the RFP.

### **RCDA Tasks**

RCDA and Paul Burgess, LLC (Brownfields Coordinator) will provide the following project services:

- Quarterly Progress Reports.
- ACRES Entries.
- Completion of ECAF and associated forms to enter parcels into CTDEEP Voluntary Remediation Program.
- Community Relations Plan. Three public meetings are planned. One at the start of the project to explain the cleanup goals and solicit public comment. A second meeting once Analysis of Brownfields Cleanup Alternatives report is complete to solicit public comment and a third upon completion of the design and prior to the initiation of site remediation.
- National Historic Preservation Act coordination and compliance.

### **Selected Brownfields Consultant Tasks**

#### Planning

- Completion of an Analysis of Brownfields Cleanup Alternatives.<sup>5</sup>
- Community Relations Plan (participation at three meetings, prepare presentation materials related to remediation, permitting, design and implementation, and answer technical questions as required).
- QAPP (required for Contractor waste disposal sampling and any design related analysis)
- Attend project meetings with RCDA and CTDEEP/USEPA as required.

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<sup>4</sup> This approach for unpaved areas would require an engineered control variance, similar to the soil waste disposal area and drainage ditch cap.

<sup>5</sup> The Phase II/III Field Investigation and Remedial Action Plan should form the basis for the Completion of an Analysis of Brownfields Cleanup Alternatives report, and be revised as required.

## Design

- Land Surveying work as required to establish the location and existing grades of the ditch and remediation areas and property boundaries adjacent to proposed remediation activities. Survey data would be used to prepare design plans. A site survey map is included in the Figures section for information.
- Prepare remediation design plans and specifications (Contract Documents) suitable for competitive public bidding for the remediation project tasks. This includes any drainage related calculations associated with the ditch and stormwater quality volumes. The bid package would include design plans/details, bid sheet, general conditions, special conditions and technical specifications as required. Contract Documents must include any local, state or federal administrative requirements that are applicable to this project.
- Prepare construction cost estimate prior to bidding. Use to develop any alternative bid scenarios as required.
- Assist in bidding process, including but not limited to, attend bid meeting, responding to technical questions, issuing addenda, evaluate bids and provide an award recommendation to RCDA/USEPA.

## Permitting

The following permit requirements are included in the consulting engineer RFP. Identify any additional permitting requirements in your response to this RFP. Permit applications/required documents must be prepared and the required coordination undertaken with the regulatory agency.

- Coordination with CTDEEP Remediation Division and Solid Waste Unit.
- CTDEEP Engineered Control Variance for modified cap.
- New London Inland Wetlands for remediation and restoration of the drainage ditch and adjacent remediation as applicable.
- ELUR- An ELUR will ultimately be required for the site and will be implemented after site development; ELUR services not included in this RFP.

## Construction Oversight

- Provide construction inspection services, as required, to insure that the remediation is conducted in accordance with the Contract Documents and any permit requirements.<sup>6</sup>
- Provide a technical project closeout document including a description of the work completed, any deviation from the project plans/specifications, any permit compliance/completion documentation required by regulatory agencies, field monitoring reports, field testing reports,

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<sup>6</sup> Soil confirmation sampling/chemical analysis is not required for this project because an engineered control cap is proposed over contaminated soil.

## Request for Proposals

Brownfields Site Cleanup Consulting Services for Parcels 5C1 & 5C2

Howard Street New London, CT

disposal records, photographs and identification of future ELURs requirements after final site development.

### Instructions for Request for Proposal (RFP) Response

1. **GENERAL:** This Request for Proposals (RFP) invites qualified environmental consultants to submit proposals for the specific services described in the Scope of Work Section of this RFP.
2. **PREPARATION OF RFP RESPONSE:** The preparation of the RFP Response shall be at the expense of the prospective consultant. It is the sole responsibility of the prospective consultants to fully examine this RFP's addenda and referenced documents. Questions shall be emailed John Brooks, RCDA Project Manager, at [jbrooks@nldc.org](mailto:jbrooks@nldc.org) prior to August 25, 2014.

All such questions will be responded to in the form of written addenda to the RFP. These addenda will be emailed to parties listed as having received the RFP.

Applicants may be asked to participate in finalist interviews at the discretion of the selection committee. During the process leading to the award of a contract, no member of the selection committee will knowingly communicate concerning any matter relating to the contract or selection process with any party financially interested in the contract. **No telephone calls please.**

3. **RFP RESPONSE FORMAT AND CONTENTS:** Proposals should be prepared concisely, providing a description of the prospective consultant's ability to satisfy the requirements of the RFP. The evaluation criteria outlined in Attachments A & B should be reviewed when preparing the proposal. Responses are limited to 15 pages (this does not include the transmittal letter or resumes). RCDA assumes no responsibility and no liability for costs incurred relative to the preparation and submission of the RFP by prospective consultants, or any other costs prior to issuance of a contract.

RCDA may reject any RFP response that does not meet these requirements. RCDA reserves the right to disqualify any RFP response submitted after specified due date and time.

### RFP RESPONSE CONTENTS

**RCDA Brownfields Cleanup – Parcels 5C1 & 5C2:** The prospective consultant's RFP Response shall contain the following information under the indicated headings.

#### A. Letter of Transmittal

The prospective consultant's Response shall include a letter of transmittal not to exceed one (1) page, signed by an individual authorized to bind the prospective consultant contractually. This letter must state that the RFP will remain valid from the date of submission until the prospective consultant withdraws it, a contract is executed, or the procurement is terminated by RCDA, whichever occurs first.

The transmittal letter shall include the name, title, address, and telephone number of one or more individuals who can respond to requests for additional information and , of one or more individuals who are authorized to negotiate and execute a contract on the prospective consultant's behalf, if applicable.

## **B. Proposal Format and Quality**

### ***1. Understanding of the Scope of Work***

The proposal must describe the prospective consultant's general understanding of the scope of work and the key issues associated with performing the required consulting services in the specific disciplines involved. In addition, it must include statements covering prospective consultant's familiarity with the project and describe unusual conditions or problems the prospective consultant believes may be encountered. The proposal must provide a project task list, with timing and description of each task.

### ***2. Approach and Methodology***

Provide a written detailed description of your approach to the scope of work, including the tasks described in the Scope of Services. Key issues for individualized focus include:

- Ability to meet all applicable local, state and federal regulations governing site cleanup and the requirements of the USEPA Brownfields Cleanup Grant.
- Permitting approach and experience.
- Solid Waste Closure/RSR experience.
- Stormwater evaluation approach and experience.
- Innovative ideas for maximizing the value and amount of work that can be completed within the budget available for this contract. Provide rationale and evidence of the value and effectiveness of the proposed approach to the scope of services.
- Discuss any sustainable/green remediation efforts you plan to implement on this project.

### ***3. Plan of Services/Timeline***

A Plan of Services describing the specific method for completing the scope of services within the established deadline. The Plan of Services must include a detailed description of the tasks to be performed by the consultant, the number of staff-hours and other resources required to complete each task, the expected time to complete each step, and a detailed cost proposal for each task. The Plan should include time schedules and milestones, personnel assignments, and other information as necessary to demonstrate the consultant's ability to complete the project on time. Particular emphasis on permitting timeframes should be discussed. The Plan of Services must explain how the firm provides quality control in each step. You must name and list the company and contact information for the company providing excavation services, if using a subcontractor.

#### ***4. Time of Performance***

Funding to complete the scope of work is available through October 31, 2016. The selected consultant will enter into a contract with RCDA for the completion of all work necessary to meet the requirements outlined in this RFP.

The selection of the consultant will be based upon the professional qualification, past performance in similar projects, the content of the proposal, and consideration of RCDA's overall goals.

#### ***5. Recent Projects and References***

Provide a description of the history, experience and qualifications of the individual/firm and any proposed subcontractors to perform the Scope of Services. Please provide:

- Resumes of all staff assigned to the project.
- List of other similar projects undertaken in the CT.
- References from three similar projects undertaken.

Please make specific reference to experience and qualifications as related to performing site assessments and cleanups, working with municipalities, and communicating technical information to a non-technical audience including city officials, city residents and businesses, and other stakeholders. Also, make specific reference to experience with EPA Brownfields grant-funded projects.

#### ***6. Cost Proposal***

The Total Cost Proposal must be itemized by task and be supported by personnel billing rates and estimated hours, materials, equipment rental, and other reimbursable expenses. Not to exceed fees must be provided.

#### **C. Submission of RFP Responses**

The proposal should be sent electronically as a PDF to the Mr. Brooks and Mr. Burgess, or alternatively, two sets of the proposal, should be submitted no later than **4:30 P.M. on September 4, 2014** to:

John Brooks  
Project Manager  
Renaissance City Development Association, Inc  
Suite 421  
165 State Street  
New London, CT 06320

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Howard Street New London, CT

Responses received later than the specified date and time shall be rejected.

**D. Site Visits**

Firms that wish to conduct a site visit should contact John Brooks to allow completion of an access agreement.

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Howard Street New London, CT

## **FIGURES**

**FIGURE 1 SITE LOCATION MAP**

[Send To Printer](#)

[Back To MSR Maps](#)

[Change to 11x17 Print Size](#)

[Show Grid Lines](#)

[Change to Landscape](#)

USGS Groton, Connecticut, United States 01 Jul 1989

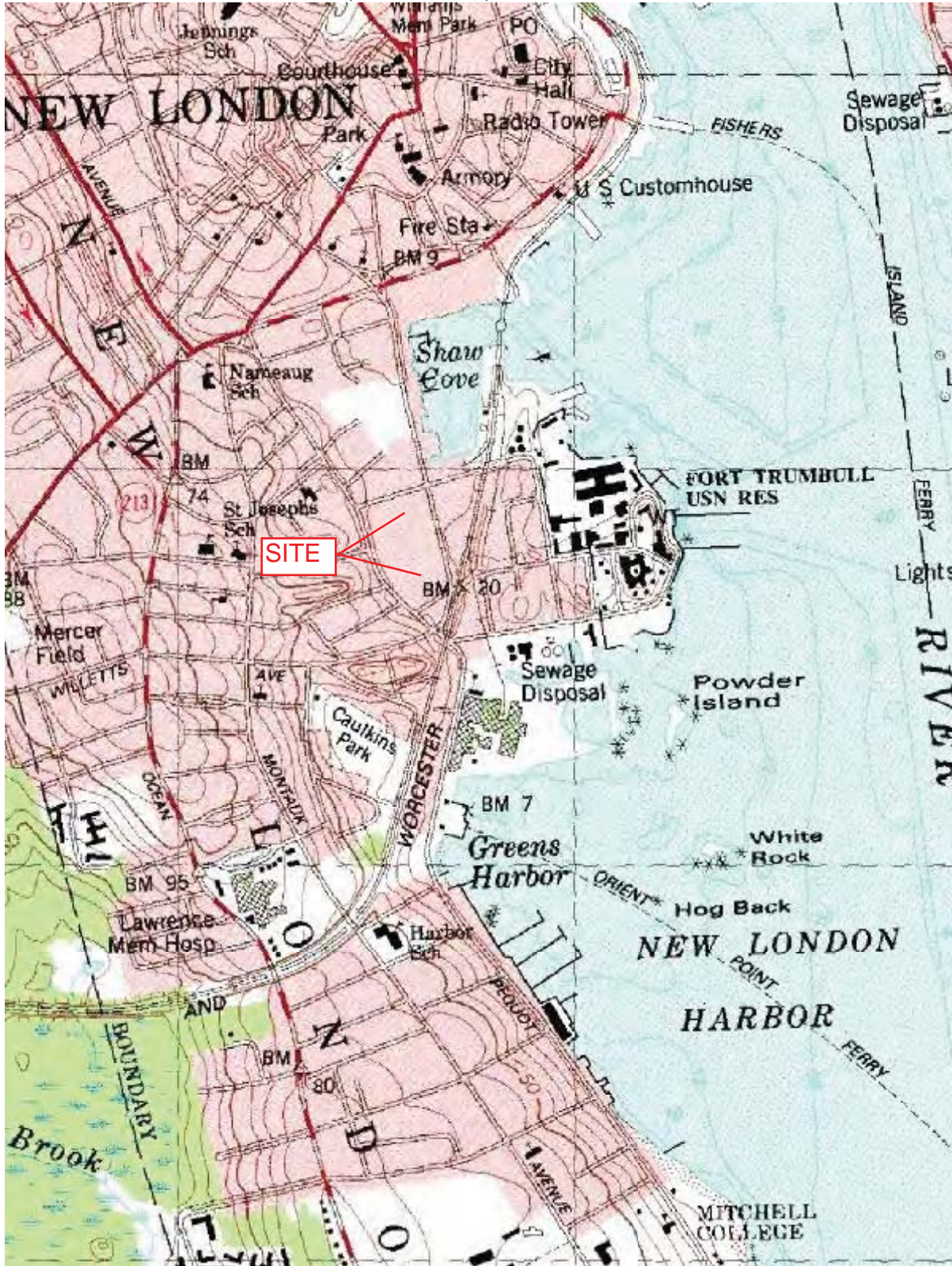


Image courtesy of the U.S. Geological Survey

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**Martin Brogie, Inc.**  
ENVIRONMENTAL SERVICES

**FIGURE 2**

**CONCEPTUAL DEVELOPMENT PLAN**

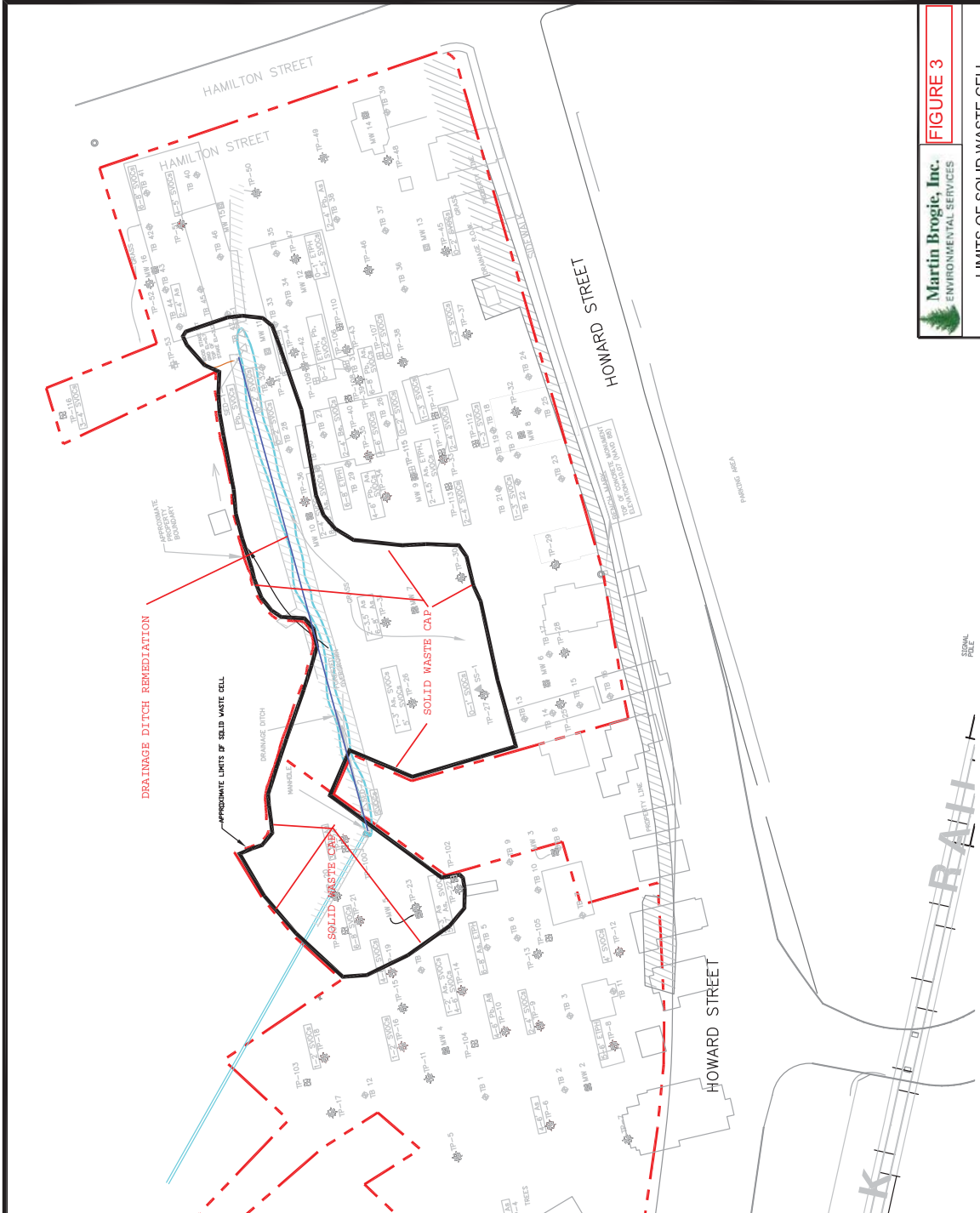
PARCELS 5C1 & 5C2  
NEW LONDON, CONNECTICUT

DATE PREPARED: OCTOBER 2012  
DRAWN BY: DGG

**goderre & associates**  
landscape architects • urban designers • planners  
860.859.7744  
www.goderreassociates.com

**LEGEND**

- ⊕ TB 1 TEST BORING LOCATION
- ⊕ TP 1 PHASE II TEST PIT LOCATION
- ⊕ TP-100 PHASE III TEST PIT LOCATION
- ⊕ MW 1 MONITORING WELL LOCATION
- ⊕ SED-1 SEDIMENT SAMPLE LOCATION
- SOIL EXCEEDING I/C DEC



**SOURCES:**

1. 1998 MAP OF SOUTHERN PORTION OF SHAW'S CURVE - NEW LONDON DEPT.
2. 2003 FORT TRUMBULL MUNICIPAL DEVELOPMENT PROJECT PLAN 1-B & HOWARD STREET IMPROVEMENTS DISPERSION MAP - DTC
3. ANALYSIS - HRP ASSOCIATES, INC. SAMPLING LOCATIONS SITEWIDE FILL
4. 1999 FORT TRUMBULL MUNICIPAL DEVELOPMENT GATEWAY PHASE IB - DTC
5. SOE - BUSINESS CENTER SURVEY DATA

**Martin Brogie, Inc.**  
ENVIRONMENTAL SERVICES

**FIGURE 3**

**LIMITS OF SOLID WASTE CELL**

SHAW & HOWARD STREETS  
NEW LONDON, CONNECTICUT

DATE PREPARED: JANUARY 2013  
DRAWN BY: JLS

**LEGEND:**

- Iron Pin (Found) = Electric Box
- Monument (Found) = Deciduous Trees
- Sign
- Handicap Ramp
- Manhole
- "C" Catch Basin
- "C" Catch Basin
- Utility Pole
- Metal Pole
- Light Pole
- Day Anchor
- Water Gate
- Gas Meter
- Gas Valve
- Underground Piping (Gas, Sim.)
- Water Line
- Overhead Utilities
- Gas Line
- Chain Link Fence
- Tree Line
- Contour Line
- Spot Grade

**REVISIONS:**

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**FORT TRUMBULL MUNICIPAL DEVELOPMENT PROJECT PHASE I-B & HOWARD STREET IMPROVEMENTS DISPOSITION MAP**

NEW LONDON, CT

ORIGINAL SURVEY

**PARCELS**

5-C1, 5-C2, B-1, B-2, C-1, C-2, C-3, C-4 & C-5

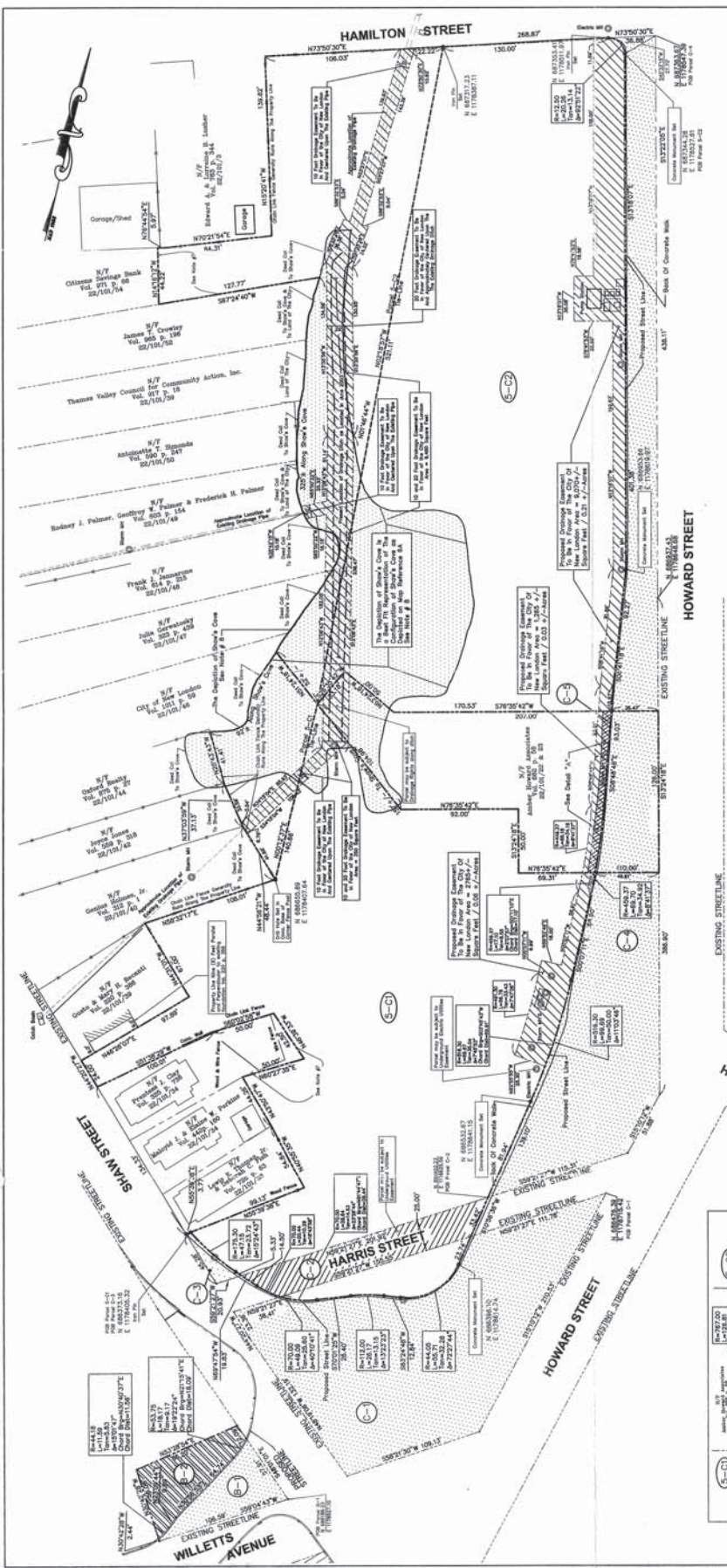
DTG PROJECT NUMBER: 15-03-333

DATE: 08/23/1996

BY: [Signature]

CHECKED BY: [Signature]

1 OF 1



PROPOSED PARCEL 5-C1  
Area = 90,665 +/- Square Feet  
2.26 +/- Acres

PROPOSED PARCEL 5-C2 WITHOUT ASSESSORS PARCELS 22 & 23  
Area = 136,981 +/- Square Feet  
3.14 +/- Acres

PROPOSED PARCEL 5-C2 WITH ASSESSORS PARCELS 22 & 23  
Area = 156,815 +/- Square Feet  
3.58 +/- Acres

PARCEL	AREA	GRANTOR	GRANTEE	PURPOSE
C-1	27,770 S.F.	CITY OF NEW LONDON	CITY OF NEW LONDON	RIGHT OF WAY DISCONTINUANCE OF ROW
C-2	4,000 S.F.	CITY OF NEW LONDON	CITY OF NEW LONDON	RIGHT OF WAY DISCONTINUANCE OF ROW
C-3	37,038 S.F.	N.D.C.	AMBER HOWARD ASSOC.	RIGHT OF WAY ACCESS
C-4	705 S.F.	N.D.C.	CITY OF NEW LONDON	RIGHT OF WAY ACCESS
C-5	3,109 S.F.	N.D.C.	CITY OF NEW LONDON	ACCESS

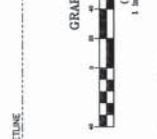
THIS MAP IS VALID AND AUTHORIZED BY THE BELOW SOLEmnARY EMBOSSED SEAL OVER THE SURVAYOR'S NAME. ANY OTHER REPRODUCTIONS SHALL BE CONSIDERED UNAUTHORIZED.

To my knowledge and belief, this map is substantially correct as noted hereon.

[Signature]

Edward S. Rubin, P.L.S. Com. # 15460

- GRAPHIC SCALE**
- 1 inch = 40 ft.
- This survey and map have been prepared pursuant to the provisions of the Statutes for Surveys and Maps in the State of Connecticut, as adopted by the Connecticut Association of Land Surveyors, Inc., on September 20, 1996.
  - The type of survey performed and the mapped features depicted conform to the requirements of the Connecticut Association of Land Surveyors, Inc. Property Boundary Survey.
  - The boundary determination (color) is based upon an Original Survey in that Parcel 5-C1 & 5-C2 are being mapped as new parcels made by the City of New London, Connecticut, on July 15, 2000 prepared by Diversified Corporation, Inc. The date survey mapping is referenced to map reference 6A.
  - This map conforms to a Class A-2 accuracy standard and is based on horizontal control set by DICASCO-GENITY Engineers, Inc. for the improvements to the PRIZER Corporation site. (See note 6E).
  - The location of all underground utilities, depicted hereon, are shown as a result of a utility search conducted on or about 1-25-00. The data was obtained from the City of New London, Connecticut, and was compiled data from plans provided by the respective utility companies. The data was used to locate and mark the location of all underground utilities prior to any excavation or construction.
  - Reference is made to the following map:
    - A. Map of Southern Portion of near Shaw's Cove Made For The Purpose of Refilling and Reclamation by the City of New London 1933'.



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## **ATTACHMENT A**

**USEPA Brownfields Cleanup Grant Cooperative Agreement BF-96181801**

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 96181801 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 10/31/2013
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 11/07/2013
		<b>PAYMENT METHOD:</b> Advance	<b>ACH#</b> pend
<b>RECIPIENT TYPE:</b> Not for Profit		<b>Send Payment Request to:</b> USEPA LVFC 4220 S. Maryland Pkwy Bldg C, Ste 503 Las Vegas, NV 89119 Tel: (702) 798-2406; Fax: (702) 798-2423	
<b>RECIPIENT:</b> Renaissance City Development Association Inc. 165 State Street Suite 421 New London, CT 06320 <b>EIN:</b> 06-0995362		<b>PAYEE:</b> Renaissance City Development Association Inc. 165 State Street Suite 421 New London, CT 06320	
<b>PROJECT MANAGER</b> Frank McLaughlin 165 State Street Suite 421 New London, CT 06320 <b>E-Mail:</b> FMcL@RCDA.co <b>Phone:</b> 860-961-7746		<b>EPA PROJECT OFFICER</b> Dorrie Paar 5 Post Office Square, Suite 100, OSRR07-2 Boston, MA 02109-3912 <b>E-Mail:</b> Paar.Dorrie@epamail.epa.gov <b>Phone:</b> 617-918-1432	
<b>EPA GRANT SPECIALIST</b> MaryEllen Stanis Grants Management Office, OARM16-2 <b>E-Mail:</b> Stanis.MaryEllen@epamail.epa.gov <b>Phone:</b> 617-918-1173			
<b>PROJECT TITLE AND DESCRIPTION</b> RCDA Parcel 5C 1&2 cleanup program This assistance agreement will provide funding to Renaissance City Development Association, Inc. to cleanup a brownfields site in New London, Connecticut. Remedial objectives are to clean up onsite and adjacent sections of the drainage ditch, remove contaminated soils, cap portions of the site, and improve drainage at the site. 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.			
<b>BUDGET PERIOD</b> 11/01/2013 - 10/31/2016	<b>PROJECT PERIOD</b> 11/01/2013 - 10/31/2016	<b>TOTAL BUDGET PERIOD COST</b> \$480,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$480,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 07/25/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. 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.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1  5 Post Office Square, Suite 100 Boston, MA 02109-3912	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official for Michael Kenyon - Director Office of Administration & Resource Management Fred Weeks - Award Official delegate			<b>DATE</b> 10/31/2013

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 400,000	\$ 400,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 80,000	\$ 80,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 480,000	\$ 480,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	40 CFR PART 30

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	14010CG001	13	E4	0110AG7	301D79	4114	G1P5OQ00	-	200,000
-	14010CG001	13	E4	0110AG7	301D79	4114	G1P6OQ00	-	200,000
									400,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$2,500
6. Contractual	\$397,500
7. Construction	\$0
8. Other	\$80,000
9. Total Direct Charges	\$480,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)	\$480,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$400,000
15. Total EPA Amount Awarded To Date	\$400,000

## **Administrative Conditions**

### **1. Award Acceptance Language**

Based on your Application dated 07/25/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. 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.

### **2. CIVIL RIGHTS OBLIGATIONS**

#### **GENERAL**

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

#### **STATUTORY REQUIREMENTS**

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal

financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

## REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

## TITLE VI - LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf)
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

### 3. Payment to Consultants.

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained

by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

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

#### **4. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

##### **GENERAL COMPLIANCE, 40 CFR, Part 33**

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

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

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

##### **Accepting the Fair Share Objectives /Goals of Another Recipient**

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

MBE: COMBINED 3%  
WBE: COMBINED 5%

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

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

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

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE

Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

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

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

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

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

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

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and  
40 CFR Part 35 Subpart A and Subpart B Recipients.

**The reports are due within 30 days of the end of the annual reporting period (October 30<sup>th</sup>). Reports should be sent to Larry Wells, US EPA, 5 Post Office Square, Suite 100 OARM 16-2, Boston, MA 02109. Final MBE/WBE reports must be submitted within 90**

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

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

**CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302**

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

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

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

**5. National Term and Condition :  
Drug-Free Workplace Certification for all EPA recipients**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&view=text&node=2:1.2.11.11.2&idno=2>.

**6. Central Contractor Registration /System for Award Management and Universal Identifier Requirements.**

A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

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

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

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

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

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

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

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

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

## **7. FY12 or Later Unpaid Federal Tax Liabilities and Felony Convictions**

This award is subject to the provisions originally contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74, Division E, Title IV, Sections 433 and 434 (sections 433 and 434) regarding unpaid

federal tax liabilities and federal felony convictions, which have been continued in subsequent appropriations. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

**8. LOBBYING AND LITIGATION - ALL RECIPIENTS - supplements the Lobbying condition .**

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

**9. LOBBYING - ALL RECIPIENTS**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

**LOBBYING - PART 30 RECIPIENTS**

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

**10. Management Fees**

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

## 11. Mandatory Non-Profit Recipient Training

Recipient acknowledges that two employees of this recipient organization must complete the mandatory on-line training, "EPA Grant Management Training for Non-Profit Applicants and Recipients." One person must be the project manager, or equivalent, for this assistance agreement. The other individual must be the person authorized to draw down funds for this assistance agreement. Both employees must complete the training prior to the receipt of any grant funds. The recipient may access the course through the internet at:

[http://www.epa.gov/ogd/training/recip\\_train.htm](http://www.epa.gov/ogd/training/recip_train.htm)

At the end of the course the recipient must sign and return the certificate of completion to the appropriate grants office. EPA will not release funds to the recipient until the required training is completed. Certifications must be maintained throughout the life of the agreement. The training must be completed every three (3) years by both employees and when there are personnel changes.

## 12. Payment Methods

a. The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

### Automated Standard Application for Payments (ASAP)

The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If your organization uses multiple bank accounts for EPA grants/cooperative agreements, you must enroll in ASAP. If you are interested in receiving funds electronically via ASAP, please complete the ASAP Initiate Enrollment form located at <http://www.epa.gov/ocfo/finservices/forms.htm> and email it to [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov) or fax it to LVFC at 702-798-2423

Under this payment mechanism, the Recipient initiates, via ASAP, an electronic payment request which is approved or rejected based on the amount of available funds authorized by EPA in the Recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2485, or by visiting [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

### Electronic Funds Transfer (EFT)

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain your organization's banking information from your System for Award Management (SAM) registration. Upon completion of required Regional training, a Las Vegas Finance Center Representative will send you an email message with your EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at (702) 798-2485, or by visiting <http://www.epa.gov/ocfo/finservices/payinfo.htm>

**NOTE:** If your banking information is not correct or changes at any time prior to the end of your agreement, please update your SAM registration and notify the EPA Las Vegas Finance Center as soon as possible so the new banking information can be retrieved. This is vital to ensure proper and timely deposit of funds.

b. In accepting this assistance agreement, the recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

### 13. Recycle

In accordance with 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

### 14. Recycle

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

### 15. Reimbursement Limitation

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

### 16. Single Audit Submission Requirements

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

need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

**17. Reporting Subawards and Executive Compensation .**

**a. Reporting of first-tier subawards.**

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

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsrc.gov](http://www.fsrc.gov).

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at [www.fsrc.gov](http://www.fsrc.gov) specify.

**b. Reporting Total Compensation of Recipient Executives.**

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

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

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

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

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

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

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

i. As part of your registration Central Contractor Registration/System for Award Management profile available at [www.sam.gov](http://www.sam.gov).

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

**c. Reporting of Total Compensation of Subrecipient Executives.**

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this

award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

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

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

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

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

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

i. To the recipient.

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

d. Exemptions

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

i. subawards,

and

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

e. Definitions. For purposes of this award term:

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. Subaward:

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

ii. The term does not include your procurement of property and

services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

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

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

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

*i. Salary and bonus.*

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

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

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

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

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

## 18. National Term and Condition for Subawards

a. The recipient agrees to:

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

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

## 19. Suspension & Debarment

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

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## 20. Trafficking in Persons.

- a. *Provisions applicable to a recipient that is a private entity.*
- 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

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

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

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient.*

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

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

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

**21. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award :**

- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
- b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

**22. Unliquidated Obligations Part 30 Federal Financial Reporting**

Pursuant to 40 CFR 30.52(a)(1) and 30.71(a), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting year

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, 4220 S. Maryland Pkwy, Bldg C, Ste 503, Las Vegas, NV 89119, 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 30.62 if the recipient does not comply with this term and condition.

## 23. Pre-Award Management Capability

The Recipient agrees that they will not submit a request for reimbursement for any of the \$400,000 awarded and none of the work associated with this Award will be performed until the recipient has complied with EPA Pre-Award Order 5700.8, "EPA Policy on Assessing Capabilities of Non-Profit Applicants for Managing Assistance Awards", and Renaissance City Development Association, Inc., Management Capability Assessment has been approved by EPA's Grants Administration Division, Office of Compliance Assistance. This award may be rescinded if the Recipient does not satisfactorily address all issues raised during the Certification review process within 30 days of receipt of this award.

### Programmatic Conditions

## Cleanup Terms and Conditions

### 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

- 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 2013 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 enter the cleanup into the state's voluntary cleanup program.
- 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. Any changes to the boundaries of the site must be approved by EPA in a revised 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 applicable OMB Circulars.

### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment 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.

#### **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](http://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. The CAR must utilize the ACRES system.

#### **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 applicable OMB Circulars.

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

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(1) 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 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**

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.

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.

### **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.

## VII.

### **.Davis Bacon Term and Condition** **For** **Hazardous Waste Cleanup Grants to Non-Profits**

#### 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 other 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 for guidance.

#### 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 proposed wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov). After the Recipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for EPA DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by EPA's Award Official).

- (i) When soliciting competitive contracts or issuing ordering instruments to existing contractors for, the excavation and removal of hazardous substances, construction of caps, barriers, 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](http://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 supersedes DOL makes to the wage 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](http://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 Brownfields 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](http://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 therefore 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>.

## **VIII. Electronic and Information Technology Accessibility**

Recipients and subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites,

interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0(see <http://www.access-board.gov/sec508/guide/index.htm>).

## **IX. Geospatial Data Standards**

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](http://www.fgdc.gov).

## ATTACHMENT B

### MINIMUM EVALUATION CRITERIA

Please specify under the columns marked “yes” or “no” your response to each of the following minimum qualifying criteria.

CRITERIA	Yes	No
The firm has on staff one or more Licensed Environmental Professional with experience to perform tasks in accordance with all applicable regulations.	<input type="checkbox"/>	<input type="checkbox"/>
The firm has on staff one or more Professional Engineers (P.E.) registered in CT with applicable experience.	<input type="checkbox"/>	<input type="checkbox"/>
Environmental permitting experience applicable to this project.	<input type="checkbox"/>	<input type="checkbox"/>
Stormwater quality and runoff design	<input type="checkbox"/>	<input type="checkbox"/>
The firm can demonstrate experience performing cleanup and assessment of contaminated sites in CT.	<input type="checkbox"/>	<input type="checkbox"/>
The firm has completed a USEPA Quality Assurance Project Plan, or a similar quality assurance plan.	<input type="checkbox"/>	<input type="checkbox"/>
Consultant must have at least \$1,000,000 in Professional Errors and Omissions and \$1,000,000 in General Liability Insurance with a deductible of less than \$5,000.00.	<input type="checkbox"/>	<input type="checkbox"/>
Consultant must have demonstrable experience with Remedial Action Plans, Closure Plans, and other requirements of the CTDEEP.	<input type="checkbox"/>	<input type="checkbox"/>
The proposer has demonstrated experience working with a municipal government agency.	<input type="checkbox"/>	<input type="checkbox"/>
The proposer is willing and able to comply with all administrative and programmatic conditions set by USEPA.	<input type="checkbox"/>	<input type="checkbox"/>
The proposer has demonstrated experience in presenting complex technical information to the public and other nontechnical individuals.	<input type="checkbox"/>	<input type="checkbox"/>

## **ATTACHMENT C**

### **COMPARATIVE EVALUATION CRITERIA**

RCDA will consider the criteria that follow in its evaluation of the proposals; fees will also be a consideration:

#### **A. Brownfields Site Cleanup Project Expertise and Experience**

1. Highly advantageous – clearly demonstrates expertise and experience in communities similar to New London.
2. Advantageous – clearly demonstrates expertise and experience.
3. Not advantageous – less than five years experience in Brownfields cleanup projects.
4. Unacceptable – no clear statement of experience.

#### **B. Quality of Written Proposal**

1. Highly advantageous – provides a consistently high quality of response and meets all the specifications of the RFP with no significant exceptions.
2. Advantageous – meets most of the specifications in the RFP but without consistently high quality in all respects and with several significant exceptions.
3. Not advantageous – does not provide a high quality of response and significant exceptions to the various specifications of the RFP.
4. Unacceptable – fails to respond at an acceptable level to the RFP's specifications.

#### **C. Proposer's References and Experience**

1. Highly advantageous – proposer's references are of uniformly high quality.
2. Advantageous – proposer's references are generally good but with certain qualifications.
3. Not advantageous – proposer's references have raised serious questions regarding performance.
4. Unacceptable – proposer's references are of such low quality as to provide no confidence in ability to support a service of this scope and magnitude.

#### **D. Response to Scope of Services**

1. Highly advantageous – presents brief, clear, complete statement of work and demonstrates an understanding of all tasks to be accomplished.
2. Advantageous – presents, with some exceptions, a brief, clear, complete statement of work and demonstrates a good, but not excellent understanding of all tasks to be accomplished.
3. Not advantageous – presents a statement of work that is not very clear or complete and shows a weak understanding of the tasks to be accomplished.
4. Unacceptable – does not present a complete statement of work and fails to show a professional understanding of the tasks to be accomplished.

**E. Ability to Meet RCDA's Brownfields Program Deadlines**

1. Highly advantageous – clearly demonstrates ability to meet RCDA's Brownfields program deadlines, ability to be responsive to program management needs, Including meetings with RCDA officials when necessary.
2. Advantageous – Clearly demonstrates ability to meet RCDA's Brownfield Program deadlines.
3. Not advantageous – Does not clearly evidence ability to handle multiple assignments and meet RCDA's deadlines.
4. Unacceptable - No evidence of ability to meet RCDA's deadlines.