

RESOLUTION NO. R2024-005

A RESOLUTION of the City Council of the City of Tumwater, Washington approving the terms and conditions of a U.S. Environmental Protection Agency (EPA) Cooperative Agreement and accepting a \$500,000 Brownfield Communitywide Assessment Grant.

WHEREAS, the City has been awarded a \$500,000 Brownfield Communitywide Assessment Grant by the EPA; and

WHEREAS, the EPA Cooperative Agreement will provide funding to characterize and assess brownfield sites, conduct cleanup planning, and foster community engagement; and

WHEREAS, the City will focus these funds on brownfield sites in the Brewery District and Capitol Boulevard Corridor; and

WHEREAS, there are no matching funds required for this grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Approval. The City Council approves the terms and conditions of the Cooperative Agreement attached hereto as Exhibit “A” and accepts the \$500,000 Communitywide Brownfield Assessment Grant. The Community Development Director is directed and authorized to take all actions reasonable and necessary to carry out the terms and objectives of the grant agreement including entering into amendments of the agreement.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 5th day of March, 2024.

CITY OF TUMWATER


Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 02J48501 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 11/15/2023
		TYPE OF ACTION New	MAILING DATE 11/20/2023
		PAYMENT METHOD: ASAP	ACH#
		RECIPIENT TYPE: Municipal	
RECIPIENT: City of Tumwater 555 Israel Road SW Tumwater, WA 98501-6515 EIN: 06-4100003		PAYEE: City of Tumwater 555 Israel Road SW Tumwater, WA 98501-6515	
PROJECT MANAGER Austin Ramirez 555 Israel Road Tumwater, WA 98501-6515 Email: aramirez@ci.tumwater.wa.us Phone: 360-754-4188		EPA PROJECT OFFICER Krista Rave-Perkins 1200 6th Ave., Suite 155, 20-C06 Seattle, WA 98101 Email: rave-perkins.krista@epa.gov Phone: 206-553-6686	
		EPA GRANT SPECIALIST David Herrick GIAB 1200 6th Ave Suite 155 Seattle, WA 98101 Email: herrick.david@epa.gov Phone: 206-553-2579	
PROJECT TITLE AND DESCRIPTION City of Tumwater FY2023 Brownfields Community-Wide Assessment Cooperative Agreement See Attachment 1 for project description.			
BUDGET PERIOD 10/01/2023 - 09/30/2027	PROJECT PERIOD 10/01/2023 - 09/30/2027	TOTAL BUDGET PERIOD COST \$500,000.00	TOTAL PROJECT PERIOD COST \$500,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 11/22/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 10 , EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		ORGANIZATION / ADDRESS U.S. EPA, Region 10, Land Chemical and Redevelopment Division R10 - Region 10 1200 Sixth Avenue Suite 155 Seattle, WA 98101	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Peggy D Johnson - Chief, Grants and Interagency Agreements Branch			DATE 11/15/2023

EPA Funding Information

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

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2310BDG116	23	E4	10L4AG7	000D79	4114	-	-	\$500,000
									\$500,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$18,000
2. Fringe Benefits	\$0
3. Travel	\$4,000
4. Equipment	\$0
5. Supplies	\$1,000
6. Contractual	\$477,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$500,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$500,000
12. Total Approved Assistance Amount	\$500,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$500,000
15. Total EPA Amount Awarded To Date	\$500,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding for the City of Tumwater to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in Tumwater, Washington. Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Priority sites include a 4-acre former brewery facility, a 22-acre vacant warehouse complex with a decommissioned power station, and a 12-acre office complex that has been vacant since 2020. The recipient anticipates conducting 15 Phase I and 10 Phase II environmental site assessments, holding several community meetings, developing 5 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Tumwater, Washington. No subawards are included in this assistance agreement.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf

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

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

A. Correspondence

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

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

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: wasson.wendy@epa.gov

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: rave-perkins.krista@epa.gov

Administrative questions and issues: herrick.david@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 10/01/2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

FY2023 Brownfields Community-Wide Assessment Cooperative Agreement

Terms and Conditions

US EPA Region 10

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

I. GENERAL FEDERAL REQUIREMENTS

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

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2023 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

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

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

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

b. Documentation must include:

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

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

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

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

III. GENERAL COOPERATIVE AGREEMENT

ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

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

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

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

Sufficient progress at 30 months is indicated when:

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

B. Substantial Involvement

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

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

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

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

- f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
 - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
 - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)
 - iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.
- h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.
- i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
- j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

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

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Consistent with the FY23 Community-wide Assessment Grant Guidelines, criteria for selecting additional sites must at least consider whether the site is located within an underserved community^[1] in addition to considering the prioritization criteria identified in the FY23 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY23 application.

[1] When EPA uses the term “underserved communities” it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*, which defines “underserved communities” as “populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life...”. As described in the Executive Order, “underserved communities” may include communities denied the consistent, fair, just, and impartial treatment of all individuals such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes “communities environmentally overburdened,” that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and “disadvantaged, communities” as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget’s Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

3. If the CAR’s workplan includes **eligible planning activities** to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that **procure a contractor(s)** (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

6. **[If subawards are approved for this agreement] Subawards** are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.327. The CAR must obtain written approval from the EPA Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

7. **[If the application includes leveraged resources that will materialize during the period of performance] Leveraged Resources** – The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its workplan. If the proposed leveraging does not materialize during the period of award performance, and the CAR does not provide a satisfactory explanation, EPA may consider this factor in evaluating future applications from the CAR. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the CAR knowingly or recklessly provided inaccurate information regarding the leveraged funding in its FY23 application, EPA may take action as authorized by 2 CFR Parts 200 and 1500, and/or 2 CFR Part 180 as applicable.

8. **Cybersecurity** – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law or Tribal law and policy cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

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

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

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

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

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

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

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers^[2] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

2 Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

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

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

3. **[If subawards are approved as a part of this agreement]** Because the workplan and budget for this agreement include subawards, the CAR is a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR § 200.332\(d\)](#), including the following information on subawards as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
- b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance;
- c. Environmental results the subrecipient achieved;
- d. Summaries of audit findings and related pass-through entity management decisions, if any; and
- e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(e\)](#), [2 CFR § 200.208, Specific conditions](#), and [2 CFR § 200.339, Remedies for Noncompliance](#).

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

5. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

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

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

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

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY23 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]
- g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

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

substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

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

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

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

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

4. **[Participant support costs associated with a community liaison]** – If authorized in the EPA approved scope of work and budget narrative, the CAR may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the CAR or the CAR’s contractor(s) or subrecipient(s). Additional target areas cannot be added to the project for the purpose of using participant support costs to fund additional community liaisons. Eligible participant support costs may include reasonable stipends to compensate an individual community member’s

time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that are directly tied to related community engagement efforts. Stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, tribal, or local programs.

A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). Additional information on these requirements for the use of participant support costs is available in [EPA's Guidance on Participant Support Costs](#).

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

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

- a. Cleanup activities;
- b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
- c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
- d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

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

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held

in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.

2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activities are charged to this agreement.

3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

b. 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 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.

c. Interest earned on program income is considered additional program income.

d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).

4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

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

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and

the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

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

The QAPP should be prepared in accordance with the [EPA Quality Assurance Project Plan Standard](#) (https://www.epa.gov/system/files/documents/2023-07/quality_assurance_project_plan_standard.pdf). No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

3. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
4. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur (the QAM or EPA Project Officer may add additional specifications).
5. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

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

achievements to which this project contributed.

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

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the CAR or subrecipient received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

c. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to EPA's Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

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

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

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

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*"

(Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

- a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
- b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."

"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

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

- d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

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

F. Inclusion of Additional Terms and Conditions

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

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

VI. PAYMENT AND CLOSEOUT

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

A. Payment Schedule

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

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

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

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

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

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

Davis-Bacon Terms and Conditions For Cooperative Agreements to Governmental Entities

DAVIS-BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR 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

After consultation with DOL, EPA has determined that for Brownfields Grants for remediation of sites contaminated with hazardous

substances and petroleum, DB prevailing wage requirements apply when the project includes the following activities.

Hazardous substances contamination:

(a) 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.

Petroleum contamination:

(a) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,

(b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or

(c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other petroleum site cleanup activities such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will not normally trigger DB requirements.

If the CAR encounters a unique situation at a site (e.g., unusually extensive excavation, construction of permanent facilities to house in situ remediation systems, reconstruction of roadways) that presents uncertainties regarding DB applicability, the CAR 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 CAR shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain proposed wage determinations for specific localities at <https://sam.gov/>.

(i) When soliciting competitive contracts, awarding new contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments), the CAR shall use the "Heavy Construction" classification for the following activities:

Hazardous substances contamination: excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings.

Petroleum contamination: installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement.

(ii) When soliciting competitive contracts, awarding new contracts, or issuing ordering instruments, the CAR shall use the "Building Construction" classification for the following activities:

Hazardous substances contamination: construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Petroleum contamination: soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant.

(iii) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the CAR shall use the "Heavy Construction" classification. (Only applies to petroleum contamination.)

(iv) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification. (Only applies to hazardous substances contamination.)

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

(b) CARs 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 CAR shall monitor <https://sam.gov> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR 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 CAR may request a finding from EPA that there is not 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 CAR.

(ii) If the CAR 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 CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor <https://sam.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 CAR 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 CAR shall insert the appropriate DOL wage determination from <https://sam.gov> into the ordering instrument.

(c) CARs 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 CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR 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 CAR 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 CAR'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 CAR 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 CAR 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. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, 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.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR 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 CAR 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.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR 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.

(ii)(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.

(2) Withholding.

The CAR, 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 CAR 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.

(3) 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 CAR 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 website at <https://www.dol.gov/whd/forms/wh347.pdf> 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 CAR 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 CAR.

(ii)(B) Each payroll submitted to the CAR 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.

(ii)(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.

(ii)(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, CAR, 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 CAR, borrower or subrecipient 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 **CAR** 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 **CAR**, 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 CAR 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 CAR 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 CAR 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)(3), all interviews must be conducted in confidence. The CAR 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 CAR 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 CAR 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. CARs 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. CARs 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 CAR 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 CAR 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 CAR 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. CARs 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 CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The CAR 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) CARs 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 <https://www.dol.gov/whd/america2.htm>.

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**EPA REGION 10
FY2023 BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT
WORKPLAN**

FOR

*City of Tumwater, Washington
Community-Wide Assessment*

Period of Performance (4 years for Community-Wide and Coalition Assessment Grants):
October 1, 2023 – September 30, 2027

Date(s) of Draft Workplan (date each revision): *June 12, 2023; July 14, 2023; July 18, 2023; July
24, 2023; July 25, 2023; August 9, 2023; August 17, 2023; February 7, 2024*

Date of Final Workplan: *August 17, 2023*

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EPA Cooperative Agreement Number: *[BF-XXXXXXXX-0]*

**FY2023 WORKPLAN FOR BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT
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1. INTRODUCTION

1.1 Project Description, Goals and Objectives

The City of Tumwater (City; pop. 25,350), known as the end of the Oregon Trail or Cowlitz Trail, is the oldest permanent American settlement on Puget Sound. It is located at the mouth of the Deschutes River where it cascades into Puget Sound at its most southerly point. The City is adjacent to and shares a portion of its boundaries with the Washington state capital, Olympia; both within Thurston County. The Coastal Salish Indian groups, whose descendants are members of the tribes now known as Nisqually, Squaxin Island, and Chehalis, gathered shellfish and frequented the inlets and prairies of Puget Sound for centuries before Euro-American exploration and settlement. The rivers of the County were long-established sites for salmon harvesting, the prairies were popular hunting and plant harvesting sites, and the beaches were replete with shellfish, harvested by native peoples. When the City was founded in 1845, it was named New Market, however by 1863 the City was known as “Tumwater”, a Chinook jargon word for waterfall due to a series of cascades on the Deschutes River that runs through the city and eventually into the sound. The City’s early growth and development was greatly influenced by the close proximity to the power generating falls of the Deschutes River. Most notably, capitalist and beer baron, Leopold Schmidt, founded Olympia Brewery in 1896 on the banks of the Deschutes River along the City’s most traveled arterial, Capitol Boulevard. The Olympia Brewery became not only the City’s economic engine but also its defining character of its identity. From the early 1900s to the early 2000s, a series of economic disruptions would hamper Tumwater’s growth and success, eventually shutting down the brewery permanently in 2003. This resulted in the loss of almost 500 jobs, a loss of significant revenue for the City, and blight and brownfields visible from Tumwater’s most traversed transportation corridors (Interstate-5 and Capitol Boulevard). Compounding many existing issues years prior, including Interstate-5 construction in the 1950s which bifurcated the city and destroyed Tumwater’s vibrant and historic downtown corridor., the City intends to use funds to support community-driven revitalization in two Target Areas:

Brewery District – Census Tract 108.02: The Brewery District encompasses approximately 300 acres comprised of former industrial properties, the Historic Olympia Brewery Tower, public recreation facilities (Historical Park and Tumwater Valley Golf Course), residential and commercial areas, and sensitive riverfront on the Deschutes River. The 32-acre historic Olympia Brewery complex is now comprised of 35 individual properties with 8 different owners (the City owns 5 properties). The majority of the Brewery District is in a federally designated floodplain, including a special flood hazard area. Past industrial uses, as well as more recent contamination events, have left many brewery district properties infeasible to develop due to suspected contaminants. Additionally, there are several vacant buildings that are asbestos-laden and that require constant security to prevent illegal access, injury, and theft. These buildings have become attractive to the region’s large homeless population seeking shelter and/or scrap material and pose significant health risks to an already vulnerable population. Assessment funds will be used to create a brownfields inventory of the Brewery District Target Area and perform Phase I and Phase II assessments. Additional activities include the development of an EPA approved Quality Assurance Project Plan (QAPP) for the entire grant area, as well as site-specific Sampling and

Analysis Plans (SAPs) with Health and Safety Plans (HASPs). Property Profile Forms (PPFs) and AAI forms will also be prepared.

Addressing contamination within the Brewery District will also protect past, present, and future community investments made to reclaim and protect Tumwater's economic and environmental vitality, such as Brewery Park at Tumwater Falls, the Tumwater Craft District, and a new City wellfield.

Recognizing the challenges of redeveloping the former brewery complex, the City looked to build momentum by partnering with a developer on a site adjacent to the Brewery District. The result is the Tumwater Craft District, an exciting new mixed-use development that was born out of a community vision and passion for a handcrafted experience with deep roots in Tumwater's brewing history. With local makers at the forefront, the District's masterplan has evolved into a collaboration amongst local businesses to create a unique experience that blends education with industry. The District is built around South Puget Sound Community College's Craft Brewing and Distilling facility, which offers a degree in Craft Brewing and Distilling. A market building will open next year and feature multiple vendors surrounding a livable common space, including a winery, cidery, brewery, restaurants, bakery, boutique, popup vendors, and personal services. One-hundred multi-family units of housing will also be breaking ground next year, as well as buildings for a dedicated restaurant, professional office spaces, and a small business incubator/startup space. Each of the buildings will surround a 2,000 person amphitheater, with views of the Deschutes River Valley.

Capitol Boulevard Corridor – Census Tract 108.02: This Target Area concentrates on Capitol Boulevard between the Southgate shopping center area and Israel Road. Capitol Boulevard functions as a major arterial, carrying heavy traffic around and through Tumwater. It is also a historic major route as a segment of the old Highway 99 alignment that extends from Canada to Mexico. Prior to 1980, Capitol Boulevard was a center for commerce and activity. With the growth of regional commercial areas in and around Tumwater, that prior vibrancy has declined over the past three decades. The street is now primarily automobile-oriented despite community interest in walking and biking. It has not been the location of significant new private investment for some time, with many properties along the corridor left vacant and underutilized. The growth of State office buildings at the south end of the corridor in the late 1990s did not spur much development in the rest of the corridor. The City is currently working with the Washington State Department of Transportation (WSDOT) to purchase a former state maintenance and headquarters facility within the Corridor, which has been identified as an anchor for redevelopment due to its size and location. Petroleum-related contaminants are suspected due to the historical use of the property. Assessment funds would also be used to create a brownfields inventory of the Corridor in order to not only identify potential properties, but to also prioritize them for redevelopment.

Three priority sites have been selected as a result of community input, formal planning efforts, and their potential to catalyze community-driven revitalization:

Priority Site 1, The Knoll (Target Area: Brewery): This privately-owned site is approximately 4 acres and is located at 205 Custer Way, Tumwater. It is directly adjacent to the Deschutes River. Three structures remain on the site from the former brewery, including the 5-story brewhouse (footprint: 75,900 square feet, GSF: 265,600 square feet), the 3-story office and bottling facility (footprint: 30,000 square feet,

GSF: 73,000 square feet), and a 4-story fermentation and storage facility (footprint: 6,000 square feet, GSF: 33,500 square feet). The Knoll site was the location of two significant contamination events:

- 2018, a campfire from a homeless individual led to a major fire, partially destroying the structure. The blaze required more than a million gallons of water to extinguish. Several floors collapsed, leaving mixed debris and suspected contaminants throughout the remaining structure.
- 2019: A looter attempted to steal copper from a transformer at the former Olympia Brewery, not realizing the transformer was live. The person was killed, and also caused 600 gallons of PCB-contaminated oil to spill into the Deschutes River and Capitol Lake. Clean-up took approximately one year and cost almost \$14,000,000, which the Washington Department of Ecology (ECY) financed and oversaw.

This site continues to experience regular public safety issues. Despite efforts to close off all structures, the security company responsible for the property reports that it regularly finds homeless individuals using the structures, often with several campfires and cook stoves. Lead and asbestos are presumed due to the age of many structures. There are also concerns that the fire in 2018 exacerbated contamination issues.

Priority Site 2, The Warehouse (Target Area: Brewery): This privately-owned site is approximately 22 acres and is located at 4090 Capitol Boulevard SE, Tumwater. It is directly adjacent to the Deschutes River. The former brewery's warehouse (footprint: 250,000 square feet, GSF: 300,000 square feet) is on this site, and was built in phases from the 1950s to the 1990s. Various small structures also remain on the site that were used as a mix of storage and auto repair for the brewery's fleet. A portion of the site is intersected by rail (Union Pacific) with an overpass (Capitol Boulevard bridge). The site also has a decommissioned power station that once served the brewery complex. Following the PCB incident at the Knoll in 2019, some of the PCB-contaminated transformers were moved from the Knoll to the Warehouse for storage and additional inspection. During this period, oil from the transformers spilled into a drain and required additional remediation by ECY. Initial soil testing was completed however additional analysis is required. Like the structures at the Knoll, the Warehouse is attractive to the area's homeless population for shelter. It has also been used as an illegal dumping ground, with people repairing and leaving vehicles on site. Lead and asbestos are presumed due to the age of many structures. Petroleum is also of concern due to the history of auto repair during brewery operations. The current owner of the Knoll and this site (since 2016) recently met with City staff and community leaders to discuss redevelopment options, including public or non-profit ownership options. There is a known history of flooding on this priority site. With support from the state legislature, the City is working with a consultant to complete a study that will identify alternatives to reduce/eliminate flooding and erosion, include preliminary designs for flood remediation and riparian area improvement. This may also include mitigation measures due to the exacerbated impacts from climate change.

Priority Site 3, The WSDOT Facility (Target Area: Capital Blvd): This site is approximately 12 acres and is located at 5720 Capitol Blvd SE SW, Tumwater. There are six structures (some multi-storied) on this site ranging from approximately 16,000 square feet to 230,000 square feet and built at various times from the 1950s-1970s. The site is currently owned by the WSDOT and has been used historically as a regional headquarters complex. It was vacated in 2020. WSDOT and the City are in early discussions for the City to purchase the property in 2023. This site has been identified as a keystone redevelopment

opportunity for the Capitol Boulevard Corridor Target Area, with a vision for a mixed-use commercial and residential development further described in 1.b.i. Lead and asbestos are presumed due to the age of many structures, and petroleum is also of concern due to the historic use of the site.

1.2 Organizational Structure and Responsibilities

The City has the organizational capacity and experience necessary to successfully manage this project:

Austin Ramirez, Economic Development Manager: The project director for this grant will be Mr. Ramirez and all staff and consultants will report to him and he will be responsible for the completion and compliance of all grant tasks. Mr. Ramirez has over 6 years of experience in community and economic development including successful grant management, strategic planning and reuse of brownfields sites, and facilitating inclusive community engagement. Grant sources include the HUD CDBG, numerous programs with the Oregon Business Development Department, the Coronavirus Aid, Relief, and Economic Security Act (CARES), and the American Rescue Plan Act (ARPA). In his previous position with Lane County, Oregon, Mr. Ramirez was a member of the Lane County, Eugene, and Springfield Brownfield Coalition team for four years. He has a master's degree in Public Administration and will be supported by the following key staff:

Lisa Parks, City Administrator: Lisa Parks joined the City in June 2023. She has more than three decades of working with various local governments on cooperative regional initiatives and executive management of government operations. Parks most recently served as the Executive Services Director for the Port of Olympia. Parks has a Bachelor of Arts in Urban and Regional Planning from Eastern Washington University. She was a senior planner with Maul Foster Alongi, in Seattle. Prior to that, she was the Executive Director of the Port of Douglas County for nine years in Wenatchee, Washington.

Mike Matlock, AICP, Community Development Director: Mr. Matlock has been a land use planner for 37 years. He previously held positions in the Pierce County Planning Department and as the City Planner for the City of DuPont, before joining the City of Tumwater in 1990. Over the years, Mike has held a number of different positions with Tumwater and is currently the Community Development Director. He has significant experience identifying and resolving land ownership, liability, zoning, permitting, and entitlement issues. He is also a member of the American Institute of Certified Planners (AICP).

Troy Niemeyer, CFE, Finance Director: Mr. Niemeyer is the Finance Director at the City of Tumwater and has been in that position for a year and a half. Prior to that he worked at the Washington State Auditor's Office for 15 years, auditing and supervising audits of state and local governments. This includes financial statement audits and single audits to ensure compliance with federal grant requirements. Troy has also managed the state whistleblower program and an IT audit team before being promoted to Assistant Director over the state audit division. In that role Troy oversaw all financial and accountability audits of state agencies, universities, and community colleges, plus whistleblower and fraud investigations. He is a Certified Fraud Examiner.

Mr. Ramirez will coordinate with other staff and community partners to ensure the expected project outputs and outcomes are achieved. He will also lead the procurement and management of the QEP.

Additionally, the Cooperative Agreement outlines the responsibilities of the City and the EPA required for successful project completion.

The City's responsibilities include:

1. Comply with all terms and conditions of the cooperative agreement made with EPA;
2. Maintain detailed financial records and submit financial reports to EPA as required;
3. Prepare and submit timely financial drawdown requests to EPA with accurate draws against hazardous substances and petroleum funding based upon a documented methodology for both site-specific costs and non-site specific costs;
4. Prepare and submit quarterly progress reports, the final technical report, and other technical reports including all deliverables;
5. Maintain list of sites assessed and track funding (hazardous substances and petroleum) expended by site to be reported in ACRES, and quarterly and final progress reports;
6. Complete timely on-line ACRES database reporting to track all properties assessed under the cooperative agreement;
7. Expend funds only on eligible activities;
8. Comply with requirements of 4LA § 104(k) and applicable federal and state laws when conducting assessment activities;
9. Comply with competitive procurement requirements of 2 CFR Part 200.317-326 (State and Local Governments);
10. Ensure that contractors comply with cooperative agreement terms and conditions;
11. Carefully manage grant funds to control cost overruns and coordinate with EPA Project Manager if budget revisions are necessary; and
12. Ensure that the final report adequately addresses the achievement of agreed-upon outputs/outcomes, and/or provide a satisfactory explanation for falling short in final report.

The City will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve Project objectives and prepare plans and reports. The City will also coordinate with EPA and Ecology to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. Tumwater will coordinate as needed with Ecology and EPA for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents.

1.3 Project Outputs and Outcomes

The following outputs will be tracked and documented:

- number of quarterly progress reports, other required reports to fulfill grant requirements;
- number of monthly project team meetings;
- number of ACRES updates;
- number of Brownfield conferences or regional workshops attended;
- number of brownfield sites identified and prioritized;
- number of Property Eligibility Determinations (PEDs) completed;
- number of Phase I Environmental Site Assessments (ESAs) performed;

- number of Phase II ESAs/Hazardous Materials Assessments performed;
- number of Remedial Action Plans/Remediation Workplans (RAP/RWP)/Feasibility Studies/or Analysis of Brownfield Cleanup Alternatives (ABCAs) completed;
- number of Community Outreach activities undertaken (e.g. community education/stakeholder meetings);
- number of Community Outreach materials updated or developed (e.g. public involvement plan developed, webpage content updates, press releases, fact sheets)
- number of Quality Assurance Project Plans (QAPPs) and Sampling and Analysis Plans (SAPs);
- number of reuse plans (e.g. infrastructure evaluations, market viability evaluations)

The City will document, track and evaluate the following outcomes during the term of the assessment grant for brownfield sites on which assessment funding is utilized:

- number of sites and total acres of land assessed;
- amount of private investment leveraged from assessment projects;
- amount of public funding leveraged from assessment projects;
- acres of property redeveloped;
- number of jobs created or retained on property assessed and redeveloped;
- increased taxable value of property assessed and redeveloped.

Progress toward these outcomes will be documented in quarterly reports submitted to the EPA and in the Assessment, Cleanup and Redevelopment Exchange System (ACRES).

2. PROJECT TASK DESCRIPTIONS

Upon award confirmation, the City will begin working immediately with the EPA Project Officer to develop an approved Work Plan. Once approved, the City will select a Qualified Environmental Professional (QEP) in conformance with local and federal requirements (2 CFR 200 and 2CFR Part 1500). The City and project team will complete the following tasks:

2.1 TASK 1 – PROJECT MANAGEMENT AND REPORTING

Task 1: Project Management and Reporting
i. <u>Implementation</u> : The City will provide management and oversight of the project and its Cooperative Agreement, including all coordination with the EPA, QEP, and other involved parties. Activities include: budget management, coordination of meetings, monitoring and reporting, and participation in brownfields training opportunities. The City will meet monthly (and as needed) with the QEP to discuss progress on tasks, and will review project’s milestones quarterly to evaluate progress within the specified timeframe.
ii. <u>Schedule</u> : ongoing throughout the grant period.
iii. <u>Leads</u> : City staff, with support from the QEP.
iv. <u>Outputs</u> : Monthly team meetings, 15 Quarterly Progress Reports (QPRs), regular ACRES entries, annual reports (MBE/WBE and Federal Financial Reports (FFRs), a final Grant

Closeout Report, and participation in at least two national/regional brownfields conferences, workshops, or webinars.

2.1.1 Project Management

Project Management will be the responsibility of the City, with support from the QEP. Monthly meetings will be held by the project team to track progress, stay on budget and timeline of deliverables, and discuss project implementation plans. Project management activities will be continuous throughout the grant period.

2.1.2 Project Reporting - Periodic

The City, with support from the QEP, will submit Quarterly Progress Reports within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (due by January 30, April 30, July 30, and October 30). The City will submit property specific information reflecting site specific activities within 30 days after the end of the Federal fiscal quarter in which the event occurred. Quarterly property profiles will be completed and updated in ACRES for each property where funds are expended. The City also will prepare annual financial status reports on the program progress for the EPA.

2.1.3 Staff Training/Travel

Staff training and travel costs associated with attendance at regional and national brownfields conferences and other brownfields educational opportunities for one member of the City project staff are included in the budget. Local travel will be reimbursed at agency rates, not to exceed federal reimbursement rates.

2.1.4 Contractor Procurement

The City will follow best practices and procedures for contractor procurement (2 CFR 200 and 2CFR Part 1500) to select a QEP to assist with project implementation. The process will include advertising an RFQ on the City's dedicated RFPs/RFQs webpage, local newspaper, and the Washington Office of Minority and Women's Business Enterprises bids and opportunities website. A selection committee will be formed to recommend a QEP based on qualifications and prior experience, which will then be brought to Tumwater City Council for final approval. The selected QEP will be experienced in all aspects of EPA Assessment Grant management and have extensive experience with, and understanding of the MTCA.

All costs associated with this process will be provided in-kind by the City.

2.1.5 Final Performance Report

A final performance report will be prepared by the QEP and submitted to the City of Tumwater Project Manager for review and approval. The City will submit the report electronically to the EPA Brownfields Project Manager within 120 calendar days after the expiration or termination of the cooperative agreement. The report will contain the same information as the Quarterly

Progress Reports but will cover the entire project period and may include before and after photos of the assessment of sites that have been redeveloped. In addition, the Final Performance Report will specifically address lessons learned by the City and QEP in implementing the brownfields assessment(s) successes achieved.

2.2 TASK 2 – COMMUNITY ENGAGEMENT

Task 2: Community Engagement	
i.	<u>Implementation</u> : The City’s development of the Brewery District Plan and Capitol Boulevard Corridor Plan involved robust community outreach and resulted in community driven-reuse visions for the Priority Sites. Community outreach will be used to identify other brownfield opportunities in the Target Areas, including: direct contact with property owners, developers, real estate professionals; and broader marketing through the City’s and community partners’ communication channels. The City will also co-host a Vision 2 Action community visioning workshop for the WSDOT Priority Site. Activities include: development of a Public Involvement Plan (PIP), dedicated webpage on the City’s website, press releases and other educational materials related to grant implementation, a Vision 2 Action workshop, and a minimum of two community outreach meetings per year. Participant Support Costs (PSC) will also be included in this task in order to cover community member costs that would hinder their participation thus maximizing community engagement.
ii.	<u>Schedule</u> : Task 2 will be ongoing throughout the grant period. Creation of the PIP, webpage, and initial press release will be completed during the first quarter of the project. The first community outreach meeting will occur in the same period, and then recur twice per year at minimum (more as needed).
iii.	<u>Leads</u> : City staff, with support from a consultant or community based organization, and community partners.
iv.	<u>Outputs</u> : PIP, dedicated City webpage, press releases, educational materials, and community outreach meetings.

The City is also working with CCLR, the technical assistance to brownfields provider for EPA Region 10, on hosting a Vision 2 Action workshop for one of the Priority Sites. This will improve community engagement, while also leveraging additional funds into the assessment grant work plan. The visioning exercise would allow staff, project partners and the community to work together to:

- Engage with brownfield issues in a non-literature intensive forum.
- Allow for the community to share publicly their own priorities and visions for redevelopment of the brownfields site.
- Obtain generalized community input on what residents would like to see incorporated

- into the brownfield redevelopment site design.
- Obtain community “buy-in” in for the project.

2.2.1 Community Outreach and Involvement

Building off its already strong relationship with the community, the City will use its experience and knowledge to ensure that meaningful community engagement is incorporated into planning processes for services and projects. Community input has been critical to the development of the reuse strategies for the Target Areas. City staff will continue to request, respond to, and incorporate public input as assessment and reuse activities progress. Targeted social media will facilitate virtual engagement and will be used to provide regular updates, while community outreach meetings will be conducted to provide in-person and virtual opportunities for community input (which will also be used in case COVID restrictions are necessary). In-person meetings will be held in ADA compliant locations to ensure accessibility for attendees. The City will also maintain a webpage exclusively for updates regarding implementation of the assessment grant in the Target Areas, including summaries of past meetings and future opportunities for public input. Members of the public will also be invited to attend updates on the project at public forums including City Council meetings, City Council Work Sessions, and Planning Commission Meetings. In early 2023, the City and Thurston Economic Development Council will begin co-convening a recurring **Brewery District Work Group** comprised of local industry professionals and stakeholders to gather input and discuss reuse strategies/opportunities. This **framework** and subsequent outcomes will be applied to the **Capitol Boulevard Corridor Target Area** as well, in which stakeholders will form a **Capitol Boulevard Work Group** to provide structure to the project as well as maintain open communication and transparency with the public.

City staff will continue engaging with the Squaxin Island Tribe to facilitate collaboration on grant implementation where appropriate. As both Tumwater and the Squaxin Island Tribe are co-managers of the Deschutes River Watershed, there is shared interest in protecting water quality and preventing further contamination. Representatives from the Squaxin Island Tribe will be invited to project team meetings and guided tours of the brownfields project area, and will also receive monthly updates from the City on grant implementation to identify additional areas to collaborate. The Squaxin Island Tribe will be providing a letter to the City in support of this project’s goals.

2.2.2 Project Updates and Other Public Information

Following notice of an Assessment Grant award, the City will announce the award and the availability of the draft Work Plan to the community through a press release and by posting a notice on the City’s website. The City will send written or electronic notices to the Community Partners identified in this application and local business leaders (bankers, real estate brokers, developers). The City will post information to their social media pages, which will allow the community to interact with the City during the entire project. Hard copies of the draft Work Plan will be made available at City Hall for access by those without computer access. The public will be able to provide comments verbally to City staff, electronically, and in writing. The comments

will be discussed during a public meeting hosted by the City. The draft Work Plan will be modified in response to relevant comments as appropriate. Kick-off meetings will be recorded and posted online for community members who cannot attend. Meeting materials/minutes will be posted on the City’s website with hard copies available at City Hall. The City will present the reasoning for site selection at public meetings and solicit feedback.

Following Work Plan approval, the City will schedule a public kick-off meeting to acquaint the community with the project and its goals. The public will be asked to identify brownfields they feel are impacting community health and welfare, which will be added to the inventory. After completing an assessment, information will flow outward to the community, notifying local stakeholders of results, and explaining health and environmental impacts. Assessment results will be posted on the City’s website, with hard copies available as previously described. If health threats are identified, written notices will be sent to impacted citizens and the Thurston County Health Department will be contacted. When cleanup and/or redevelopment planning is initiated, explanations of plans and solicitation of comments on those plans will be implemented. Monthly updates will be provided at public meetings and the project team will attend community organization meetings to discuss project results. At project close, the City will hold a final public meeting to discuss the project outcomes. Virtual options will be provided for those unable to attend in person or uncomfortable attending due to COVID.

2.3 TASK 3 – SITE INVENTORY AND/OR CHARACTERIZATION

Task 3: Inventory and ESAs	
i.	<p><u>Implementation</u>: The majority of assessment grant funds (86%) will be allocated to performing an inventory of the Target Areas and assessments at the Priority Sites and other sites selected during the inventory completion. Sites will be selected for assessment and prioritized based on the following criteria: 1) alignment with reuse strategies and community input; 2) ability to attract additional investment; 3) potential for positive impacts to environmental and public health; 4) degree to which a site addresses environmental justice issues; 5) economic impact potential; and 6) ability to improve quality of life for existing community members. Selection and assessment will also rely on cooperation from property owners. A site access agreement letter will be developed to facilitate successful cooperation amongst all parties. Phase I and Phase II ESAs will be completed in accordance with ASTM standards (E1527-13 and or 21 and other standards as required), the All Appropriate Inquiries (AAI) rule, and the Model Toxics Control Act (MTCA), Washington’s regulatory framework. The Washington Department of Ecology and Thurston County Public Health Department will be notified of any identified health threats. Health monitoring will also be completed if needed. Additional activities include the development of an EPA approved Quality Assurance Project Plan (QAPP) for the entire grant area, as well as site-specific Sampling and Analysis Plans (SAPs) with Health and Safety Plans (HASPs). Property Profile Forms (PPFs) and AAI forms will also be prepared.</p>
ii.	<p><u>Schedule</u>: Task 3 will be ongoing throughout the grant period. Assessments of the</p>

Priority Sites will begin in year one of the grant period.	
iii.	<u>Leads</u> : QEP, in coordination with and support from City staff.
iv.	<u>Outputs</u> : Brownfields Inventory in the Target Areas, site access agreement letters, Grant-wide QAPP, 25 PPFs, 15 Phase I reports, 10 HASPs and 10 SAPs, and 10 Phase II reports.

2.3.1 Site Inventory

The City has never completed a brownfields site inventory, but both Target Areas have properties with known and suspected contamination. It is expected that additional brownfield sites will be identified through community engagement and surveys, which will be used to develop a comprehensive site inventory of the Target Areas. Similar to how the Priority Sites were selected, additional sites may be selected for assessment based on community input, formal planning efforts, and their potential to catalyze community-driven revitalization.

2.3.2 Candidate Site Identification and Eligibility Determination

The City will choose site selection criteria that support specific community needs and goals. The criteria will support specific community needs, Justice40 principles, and the City of Tumwater Comprehensive Plan goals. Criteria may include the site’s potential to: 1) catalyze redevelopment, 2) enhance existing communities, 3) foster equitable housing options, 4) support public and/or environmental health, 5) address environmental justice concerns, 6) align redevelopment with planning efforts; and 7) leverage additional investment. Property owner willingness to provide access will also be one of the site selection criteria, to ensure we can assess and plan for redevelopment of brownfields within the project timeframe. Point values will be assigned to the criteria, and sites will be scored to help the City prioritize sites for assessment.

An access agreement letter will be developed, outlining the purposes of proposed assessments and establishing guidelines including notification periods, minimizing interference with operations, restoring property impacted by the assessment, and other relevant information. Eligibility determinations will be completed by the City and QEP and submitted to EPA for each site prior to completing assessment work on brownfield sites.

2.3.3 Site Characterization – Phase I Assessment

The QEP will complete Phase I Environmental Site Assessments (ESAs). The City will ensure that a “Phase I” site characterization and assessment carried out using grant funds will be performed in accordance with EPA's standard for all appropriate inquiries. The City will utilize the practices in ASTM standard E1527-21 “Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process,” or EPA's All Appropriate Inquiries Final Rule “All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients”, (Publication Number: EPA 560-R-11-030). This does not preclude the use of grant funds for

additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

All Appropriate Inquiries (AAI) final reports submitted to EPA Brownfields Project Managers as deliverables using grant funds will be accompanied by a completed "[AAI Rule: Reporting Requirements Checklist for Assessment Grant Recipients.](#)"

2.3.4 Site Characterization – Phase II Assessment

The QEP will perform additional assessments (Phase II Environmental Site Assessments or site investigation activities and hazardous materials surveys) on EPA-approved sites with grant funds. If health threats are identified during Phase II ESAs, WA Dept. of Ecology and Thurston County Health will be notified and health monitoring may be completed.

2.3.5 ESA and NHPA requirements

EPA has certain requirements under the Endangered Species Act (ESA) and National Historic Preservation Act (NHPA), which EPA must meet before giving approval with field work under the cooperative agreement.. The City will assist EPA in conducting this requirement by conducting the following:

- Providing the location of the property being assessed;
- identifying any threatened or endangered species or habitat that may be adversely affected by the project;
- identifying any cultural resources that may be adversely affected by the project;
- conferring with State Historic Preservation officer regarding cultural resource affects, if any; and
- consulting with Tribes regarding cultural resource affects, if any.

2.3.6 Quality Assurance Project Plan (QAPP) and Health and Safety Plan

A draft overarching/master programmatic Quality Assurance Project Plan (QAPP), supplemented with Site-Specific Sampling and Analysis Plans (SSSAPs) for each Phase II assessment, will be prepared by the QEP. The draft QAPP and SSSAPs will be submitted to the EPA Project Manager for review at least 60 days prior to any work involving direct measurements or data generation, environmental modeling, compilation of data from literature, existing reports, studies or electronic media, and data supporting the design, construction, and operation of environmental technology. No work will be started on such activities until the EPA Project Manager and the EPA Quality Assurance Manager have approved the QAPP and SSSAPs. As needed, City project staff and the QEP will participate in the pre-QAPP conference call and subsequent calls to obtain guidance on items that need to be included in the QAPP to make it approvable.

A Health and Safety Plan (HASP) will also be completed by the QEP for each site prior to field work and will be provided to the EPA Project Manager.

2.3.7 Integrating Sustainability

The City of Tumwater committed to reducing community-wide greenhouse gas emissions 45 percent by 2030 and 85 percent by 2050, compared to 2015 levels. The City intends to do this primarily through the implementation of the Thurston Climate Mitigation Plan. The Thurston Climate Mitigation Plan was developed hand-in-hand with community members, youth climate activists, local grassroots advocacy groups, the City of Olympia, the City of Lacey, and Thurston County. This Plan, accepted by Tumwater in 2021, includes 72 actions projected to reduce emissions.

Additionally, there are many ways to reduce the environmental footprint of site work including:

- Utilize fuel efficient vehicles
- Reduce miles traveled while conducting site work
- Purchase or lease more sustainable equipment, supplies, and services
- Implement sustainable materials management practices (reduce, reuse, recycle)
- Consider efficiencies to traditional travel or consider alternatives
- Consider other practices that directly reduce water, materials, climate, energy, or air impacts

2.4 **TASK 4 – PLANNING**

Task 4: Planning	
i.	<u>Implementation</u> : Remediation planning and reuse planning (as needed, given the significant reuse planning already completed) will be completed for brownfield sites with known and legitimate redevelopment interest or activity.
ii.	<u>Schedule</u> : Ongoing throughout the grant period. It is anticipated that RWPs, FSs, and/or ABCA’s will be completed or updated each year of the grant period.
iii.	<u>Leads</u> : The QEP will lead remediation planning, however City staff will lead reuse planning with support from community partners.
iv.	<u>Outputs</u> : Each of the three priority sites will receive a completed RWP, FS, ABCA, infrastructure evaluations, and market viability evaluations. At least two other sites identified during the brownfields inventory process will receive RWPs, FSs, and ABCAs.

2.4.1 Analysis of Conditions of Project Area/High Priority Sites

Each of the Priority Sites are already identified in formal planning documents that determine feasible land reuses, identify available and required infrastructure, and conduct market analyses for potential reuse. The Priority Sites also integrate into the goals of the City’s Comprehensive Plan.

Environmental justice and equity considerations will be taken into account when assessing and cleaning up brownfield sites, including reducing toxicity, illegal dumping, and blighted vacant

parcels within the area; creating greenspace, recreational property, and non-profit uses (e.g., health clinics, youth centers, non-profit housing, etc.); and avoiding displacement of residents living within the project area.

2.4.2 Development of Draft Area-Wide Plan

A draft Area-Wide Plan will be developed throughout the grant period. The plan will include:

- A summary of the community involvement activities, priorities identified, and a statement which clearly describe how the community input is reflected throughout the plan's recommendations and strategies;
- The results from research on brownfields and project area conditions, including known environmental conditions, data gaps and other existing conditions (such as environmental/social/health conditions, economic realities/market potential, and state of infrastructure in the project area);
- Specific reuse scenarios/plans for the catalyst, high priority brownfield sites;
- Information on how assessment and cleanup of those sites will be influenced by the reuse strategies;
- A detailed action plan which identifies specific actions, resources available, and resources needed to implement the plan, such as:
 - Assessment and cleanup activities needed to be compatible with the brownfields reuse scenarios;
 - Catalyst, high-priority brownfield site(s) improvements and other project area improvements (e.g., infrastructure investments) needed to support brownfields reuse and advance sustainable and equitable revitalization within the project area;
 - What actions are needed near-term versus long-term, and prioritized projects that indicate where/how to start implementing the plan;
 - Who is going to lead each effort (partners involved or needed);
 - Specific sources of funding, investment and other resources needed in the project area.

2.4.3 Finalizing Area-Wide Plan

Finalizing the Area-Wide Plan will include:

- Completing any revisions to the plan/implementation strategy based on feedback received and creating a final document;
- Guided tours of brownfields project area with Community Partners to better understand revitalization challenges and opportunities;
- Posting the plan online, having one or more hard copies available publicly, and holding community information sessions at public meetings;
- Working with project partners and the community to identify the specific next steps and action items to be done, and who will do them, upon completion of the plan and this EPA cooperative agreement.

2.4.4 Site-Specific Reuse Planning

Reuse planning will be led by the City. The plans will factor in reuse costs, feasibility, and establish environmental objectives at the sites in accordance with applicable cleanup regulations. The City will work with public health officials to find the appropriate course of action to protect human health and the environment.

2.4.5 Site-Specific Cleanup Planning

The City and QEP will submit ABCAs that summarize the following information: site description and contamination (i.e., exposure pathways, contaminant sources, types and levels of contamination, etc.); cleanup standards; and applicable laws. The ABCA will also discuss alternatives considered (at least two, evaluated in terms of effectiveness, implementability, and cost) and the proposed cleanup plan. This document will go out for public comment 30 days prior to beginning cleanup. The City and QEP will submit the ABCA for review by Ecology prior to making the document available for public comment to ensure that cleanup plans will be acceptable to the State.

The evaluation of alternatives will also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The City and QEP will utilize the EPA [ABCA checklist](#) to help guide cleanup planning.

2.4.6 Final Site-specific Cleanup Plan and Remedial Design

After the Public Notice and comment period on the ABCA, the City and the QEP will document any significant comments received and how they were/are being responded to (such as a change in the cleanup plan, if there is such a change) and the final cleanup plan to be implemented with grant funds. The Final Cleanup Plan will include the cleanup standards to be achieved and any institutional, land use or engineering controls that will be required as part of the cleanup. This will also be submitted to Ecology for concurrence that the Cleanup Plan can be expected to meet Washington cleanup requirements.

3. SCHEDULE AND DELIVERABLES

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
FY2023_Q4	Conduct procurement process for QEP	X			

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
FY2023_Q4	1 st Public Meeting Update on Project	X	X		
FY2024_Q1	Press Release	X			
FY2024_Q1	Community Meeting – Kick off with Community Partners	X	X		
FY2024_Q2	Inventory developed & Site Selection Criteria set	X			
FY2024_Q2	Top sites selected	X	X		
Months 10-48	Site Assessments, Phase I and II reports, AAI checklists, and ACRES entries	X	X		
Month 15	2 nd Public Meeting Update on Project	X	X		
Month 27	3 rd Public Meeting Update on Project	X	X		
Month 39	4 th Public Meeting Update on Project	X	X		
Ongoing - At least 30 days before assessment is scheduled to begin	Site eligibility requested & confirmed (for petroleum include State)	X	X		
Before fieldwork begins	<ul style="list-style-type: none"> Quality Assurance Project Plan (QAPP)/Sampling & Analysis Plan (SAP) Health and Safety Plan 	X			
Before field work begins	Endangered Species Act (ESA) & National Historic Preservation Act (NHPA) Letters	X			
Ongoing	Monthly Project Team meetings				
Ongoing	Social Media and Website Updates				

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Ongoing	Site Assessments Begin				
Ongoing	Phase I and II Reports submitted AAI Checklists required w/ Phase I	X	X		
Ongoing	Property Profile Forms entered in ACRES or submitted to PM	X			
Each Federal Fiscal Quarter - Oct-Dec; Jan- Mar; Apr-Jun; Jul-Sept	Quarterly Progress Reports (QPRs) Due Jan 30, Apr 30, July 30, Oct 30	X			
Annually	DBE Report (MBE/WBE) (DBE = Disadvantaged Business Enterprises) Reports must be submitted annually by October 30th of each year. For forms & more information, visit: https://www.epa.gov/resources- small-businesses	X (copy)		X	
As Needed	Requests for Reimbursement – see Administrative Terms and Conditions				X
Month 36	Fact Sheet - Assessment results	X	X (copy)		
Annually & at End of Agreement	Final Federal Financial Report (FFR) (SF425) & Final Drawdown Reports must be submitted annually within 90 days after end of reporting period (120 days after end of project period for closeout). For forms & more information, visit: https://www.epa.gov/grants/epa- grantee-forms	X (copy)		X (copy)	X

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Months 48 – 52	Closeout: Final Performance Report with Summary Fact Sheet, Photos, and Lessons Learned	X			

4. BUDGET

4.1 Budget Table

Brownfields Assessment Project Budget Table					
Budget Category	Task 1 Project Management & Reporting	Task 2 Community Engagement	Task 3 Site Inventory & Characterization	Task 4 Planning	Budget Category Totals
Personnel	\$6,000	\$4,000	\$0	\$8,000	\$18,000
Fringe Benefits	\$0	\$0	\$0	\$0	\$0
Travel	\$3,000	\$1,000	\$0	\$0	\$4,000
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$1,000	\$0	\$0	\$1,000
Contractual	\$0	\$5,500	\$430,000	\$41,000	\$476,500
Other	\$0	\$500	\$0	\$0	\$500
Total Direct Costs	\$9,000	\$12,000	\$430,000	\$49,000	\$500,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0
Task Totals	\$9,000	\$12,000	\$430,000	\$49,000	\$500,000
<ul style="list-style-type: none"> ✓ Travel to brownfields-related training conferences is an acceptable use of these grant funds. Conference registration fees should be included under the "Other" budget category. ✓ EPA defines equipment as items that cost \$5,000 or more with a useful life of more than one year. Items costing less than \$5,000 are considered supplies. Generally, equipment is not required for Brownfield Grants. ✓ Administrative costs (direct and/or indirect) for the Assessment Grant applicant itself cannot exceed 5% of the total EPA-requested funds. 					

No pre-award costs will be needed.

4.2 Budget Narrative

Task 1: \$6,000 (120 hours at \$50/hour for the Economic Development Manager, Austin Ramirez) is allocated for City personnel costs to provide programmatic support for the grant period. Any additional personnel expenses will be provided in-kind. Also included is \$3,000 for travel expenses for Austin Ramirez (\$1,500 +/- per conference; hotel for 5 days at \$125/\$625; airfare-\$450; registration - \$225; incidentals (food, transportation, parking) -\$200) to an EPA Brownfields conference and a regional brownfield conference.

Task 2: \$4,000 (60 hours at \$50/hour for the Economic Development Manager; 20 hours at \$50/hour for the Communications Manager) is allocated for City personnel costs to conduct community outreach. \$1,000 will cover travel expenses associated with identifying sites and touring sites with interested parties. \$1,000 in supplies will be put towards the printing and mailing of project documents for community engagement. \$5,500 in contractual costs will fund support from a consultant or community based organization to support community outreach. \$500 in other costs is for PSC to cover community member costs to participate in outreach activities like charrettes, visioning exercises, and other planning activities.

Task 3: Costs for ESAs will vary depending on the history, complexity, and pollutants of each brownfield site. The estimate of \$430,000 includes a Brownfield Inventory of the Target Areas (\$6,000), 15 Phase I ESAs (\$4,000 each) and 10 Phase II ESAs (\$36,400 each on average). These estimates are based on similar work in the region, but actual costs may vary as a QEP will need to be selected.

Task 4: \$8,000 (160 hours at \$50/hour for the Economic Development Manager) is allocated for City personnel costs to conduct reuse planning activities. \$40,000 in contractual costs will fund the QEP's completion of five RWPs (\$8,200 each).