

**BROWNFIELDS ASSESSMENT COALITION MEMORANDUM OF AGREEMENT  
BETWEEN THE FOLLOWING PARTIES:**

CITY OF SPOKANE, UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY,  
WASHINGTON STATE UNIVERSITY HEALTH SCIENCES SPOKANE,  
GONZAGA UNIVERSITY, AND EMPIRE HEALTH FOUNDATION

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Brownfield Assessment Coalition with regards to EPA Cooperative Agreement No. BF-01J65801-0 (Attachment A) awarded by EPA on August 1, 2019. The Cooperative Agreement was awarded to the Lead Coalition Member – the City of Spokane ("the City"). The grant period is October 1, 2019 through September 30, 2022.

1. As the Lead Coalition Member, the City is accountable to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring all Coalition Members comply with the terms and conditions.
2. It is the responsibility of the City to provide timely information to the Coalition Members regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
3. In addition to the City, the Coalition Members include University District Public Development Authority, Washington State University Health Sciences Spokane, Gonzaga University, and Empire Health Foundation. Contact information for the lead project representative on behalf of each Coalition Member is as follows:

**CITY OF SPOKANE**

Teri Stripes, Assistant Planner  
Address: 808 W Spokane Falls Boulevard, Spokane WA 99201  
Phone: 509-625-6597 | Email: [tstripes@spokanecity.org](mailto:tstripes@spokanecity.org)

**UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY**

Lars Gilberts, Chief Executive Officer  
Address: 120 N Pine Street, Spokane WA 99202  
Phone: 509-255-8093 | Email: [lgilberts@spokaneudistrict.org](mailto:lgilberts@spokaneudistrict.org)

**WASHINGTON STATE UNIVERSITY HEALTH SCIENCES SPOKANE**

Jon Schad, Director of Facilities Operations  
Address: PO Box 1495, Spokane WA 99210  
Phone: 509-358-7991 | Email: [schad@wsu.edu](mailto:schad@wsu.edu)

**GONZAGA UNIVERSITY**

Charles ("Chuck") Murphy, Chief Strategy Officer  
Address: 502 E Boone Avenue, Spokane WA 99258  
Phone: 509-313-6140 | Email: [murphyc@gonzaga.edu](mailto:murphyc@gonzaga.edu)

**EMPIRE HEALTH FOUNDATION**

Laura Martin, Senior Program Associate  
Address: PO Box 244, Spokane WA 99201  
Phone: 509-294-6985 | Email: [laura@empirehealthfoundation.org](mailto:laura@empirehealthfoundation.org)

4. Activities funded through the Cooperative Agreement are described in the tasks outlined in the EPA-approved Brownfields Assessment Coalition Cooperative Agreement Work Plan dated July 22, 2019 (referred to as the "Work Plan" and provided as Attachment B). Project tasks outlined in the Work Plan include: 1) Project Management, Reporting and Other Eligible Activities; 2) Public Outreach and Involvement; 3) Site Inventory, Prioritization and Eligibility Approval; 4) Phase I and II Environmental Site Assessments (ESAs), Site Cleanup/Reuse Plans and Area-Wide Plans (AWPs). The City has retained Stantec Consulting Services Inc. as the prime consultant under 2 CFR 200.317–200.326 to undertake various activities funded through the Cooperative Agreement. The City may award subgrants to other coalition members under 2 CFR 200.331(d) for assessment projects in their geographic areas. Subgrantees are accountable to the City for proper expenditure of funds.
5. The City advanced a qualifications-based procurement process in the fall of 2014 in compliance with 2 CFR 200.317–200.326 requirements to obtain the services of a consultant to assist with grant application and implementation of multiple EPA Brownfields Grants. The City issued a Request for Qualifications and the procurement process resulted in several consultant responses. A panel of City staff reviewed the proposals and interviewed three teams, selecting Stantec Consulting Services Inc. (referred to as the "Consultant").
6. The City and Coalition Members will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the Cooperative Agreement. Selected sites will be submitted to the EPA for prior approval to ensure eligibility. The Work Plan (provided as Attachment B) identifies the number of Phase I and II ESAs, Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs), and Site Reuse Plans anticipated to be completed.
7. Upon designation of the specific sites, it will be the responsibility of the City to work with the Coalition Member in whose geographic area the site is located to finalize the scope of work for the Consultant or other contractor(s). It will be the responsibility of this Coalition Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site.
8. The City is responsible for ensuring that other activities as negotiated in the Work Plan are implemented in accordance with a schedule agreed upon by the City and the Coalition Member in whose geographic area the site to be assessed is located.
9. It will be the responsibility of each Coalition Member to respond to requests for work items and information in a timely manner to allow the City to meet EPA compliance reporting deadlines and other project deadlines.

EFFECTIVE: OCTOBER 1, 2019

This MEMORANDUM OF AGREEMENT for the Brownfields Assessment Coalition led by the City of Spokane is agreed upon by the parties below.

**CITY OF SPOKANE:**

DocuSigned by:  
*Teri Stripes*  
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Signed by: **Teri Stripes, Assistant Planner**

9/24/2019  
Date

**UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY:**

DocuSigned by:  
*Lars Gilberts*  
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Signed by: **Lars Gilberts, Chief Executive Officer**

9/24/2019  
Date

**WASHINGTON STATE UNIVERSITY HEALTH SCIENCES SPOKANE:**

DocuSigned by:  
*Jon Schad*  
FGA17F1704D646C...  
Signed by: **Jon Schad, Director of Facilities Operations**

Date

**GONZAGA UNIVERSITY:**

DocuSigned by:  
*Charles Murphy*  
13741EC93283442...  
Signed by: **Charles Murphy, Chief Strategy Officer**

9/24/2019  
Date

**EMPIRE HEALTH FOUNDATION**


DocuSigned by:  
*Laura Martin*  
01285495887C431...  
Signed by: **Laura Martin, Senior Program Associate**

9/27/2019  
Date

# **ATTACHMENT A**

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Cooperative Agreement No. BF-01J65801-0

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 01J65801 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 08/23/2019
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/30/2019
		<b>PAYMENT METHOD:</b>	<b>ACH#</b> X0072
		<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 EIN: 91-6001280		<b>PAYEE:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329	
<b>PROJECT MANAGER</b> Teri Stripes 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 E-Mail: tstripes@spokanecity.org Phone: 509-625-6597		<b>EPA PROJECT OFFICER</b> Brandon Perkins 1200 Sixth Avenue, Suite 155, 13-J07 Seattle, WA 98101 E-Mail: perkins.brandon@epa.gov Phone: 206-553-6396	
<b>EPA GRANT SPECIALIST</b> Felicia Thomas 1200 Sixth Ave., Suite 155 17-C04 Seattle, WA 98101 E-Mail: thomas.felicia@epa.gov Phone: 206-553-0249			
<b>PROJECT TITLE AND DESCRIPTION</b> Spokane University District Assess Coalition FY19  This agreement will provide funding for the City of Spokane to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in the University District of Spokane. The City of Spokane and its Coalition partners will conduct approximately 14 Phase I ESAs, 8 Phase II ESAs, 5 RBM surveys, and 6 ABCAs. in the project target area. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.			
<b>BUDGET PERIOD</b> 08/01/2019 - 07/30/2022	<b>PROJECT PERIOD</b> 08/01/2019 - 07/30/2022	<b>TOTAL BUDGET PERIOD COST</b> \$600,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$600,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 06/20/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> EPA Region 10 1200 Sixth Avenue, Suite 155 (17-C04) Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10 Land, Chemicals, & Redevelopment Division 1200 Sixth Ave, Suite 155 MS 13-J07 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> PeggyD Johnson - Grants Management Officer			<b>DATE</b> 08/23/2019

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 600,000	\$ 600,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
<b>Allowable Project Cost</b>	<b>\$ 0</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	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
-	1910BDG114	19	E4	10L4AG7	000D79	4114			450,000
-	1910BDG114	19	E4	10L4AG7	000D79XBP	4114			150,000
									600,000

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$28,800
<b>2. Fringe Benefits</b>	\$14,400
<b>3. Travel</b>	\$8,000
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$548,800
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$600,000
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient 0.00 % Federal 100.00 %.)</b>	\$600,000
<b>12. Total Approved Assistance Amount</b>	\$600,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$600,000
<b>15. Total EPA Amount Awarded To Date</b>	\$600,000

## **Administrative Conditions**

### **1. General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

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 <http://www.epa.gov/grants/grant-terms-and-conditions>.

### **A. Correspondence Condition**

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

- Federal Financial Reports (SF-425): [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): [bennett.andrea@epa.gov](mailto:bennett.andrea@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](mailto:wasson.wendy@epa.gov)
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: [perkins.brandon@epa.gov](mailto:perkins.brandon@epa.gov)
- Administrative questions: [thomas.felicia@epa.gov](mailto:thomas.felicia@epa.gov)

### **B. Extension of Project/Budget Period Expiration Date**

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

### **C. Disadvantages Business Enterprise (DBEs)**

#### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

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

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

##### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$250,000., including amendments and/or modifications. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found here: [https://www.epa.gov/sites/production/files/documents/5700-52a\\_updated.pdf](https://www.epa.gov/sites/production/files/documents/5700-52a_updated.pdf) or at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>

**Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements.** However, if recipient believes this award does not meet these conditions, the recipient must provide a



justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator. All procurement actions are reportable, not just that portion which exceeds \$250,000. When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D. Visit this [link](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33_main_02.tpl) for more information on 40 CFR Part 33: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33_main_02.tpl)

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

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

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

### **NATIVE AMERICAN PROVISIONS, 40 CFR, Section 33.304**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.

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

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

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

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

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

1. For Grant Awards \$250,000 or Less

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

## 2. For Recipients Accepting Goals

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption. Accepting the Fair Share Objectives/Goals of Another Recipient - The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found:

[http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf)

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market. Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment. The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

## 3. For Recipients with Established Goals

The recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption. Current Fair Share Objective/Goal - The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found:

[http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf)

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

## **D. INTERGOVERNMENTAL REVIEW PERIOD (IF APPLICABLE)**

In accordance with 40 CFR Part 29, EPA must allow for an intergovernmental review comment period on this grant program. Accordingly, the Grantee may incur costs at its own risk but shall not draw down any funds associated with this award until the process is completed.

## **E. Pre-Award Costs**

In accordance with 2 CFR 1500.8, the grantee may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from budget start date 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.

## **F. Interim Federal Financial Reports (FFRs) (also listed in General Terms and Conditions)**

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be emailed to [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov). A courtesy copy of the interim FFR can be submitted to the local Grants Office via email to: [thomas.felicia@epa.gov](mailto:thomas.felicia@epa.gov). All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted. EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

#### **G. Closeout (also listed in General Terms and Conditions)**

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the following forms/reports to EPA if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Visit this link for submission requirements and frequently asked questions:

<https://www.epa.gov/grants/frequent-questions-about-closeouts>

#### **H. Indirect Costs Not Included (All Organizations) (also listed in General Terms and Conditions)**

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", the cost principles of 2 CFR 200 Subpart E are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

#### **I. Consultant Cap (also listed in General Terms and Conditions)**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

### **Programmatic Conditions**

## **GRANT-SPECIFIC PROGRAMMATIC TERMS & CONDITIONS**

# **FY19 Assessment Cooperative Agreement Terms and Conditions**

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

## **I. GENERAL FEDERAL REQUIREMENTS**

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

## **A. Federal Policy and Guidance**

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
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) which 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**

### **A. Eligible Brownfield Site Determinations**

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, 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

described in Section II.A.3.b. above.

### III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

#### A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

#### B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
  - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
  - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
  - d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers 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. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
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. Cybersecurity - The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.
  - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) 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 § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

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

#### **D. Quarterly Progress Reports**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 - December 31 (1<sup>st</sup> quarter); January 1 - March 31 (2<sup>nd</sup> quarter); April 1 - June 30 (3<sup>rd</sup> quarter); and July 1 - September 30 (4<sup>th</sup> quarter).

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

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
  - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
  - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
  - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
  - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
  - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
  - f. A budget recap 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); and total remaining funds. The CAR



should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

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

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

#### **E. Property Profile Submission**

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

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
  - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
  - b. reasons why anticipated outputs/outcomes were not met; and
  - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

### **IV. FINANCIAL ADMINISTRATION REQUIREMENTS**

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

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
  - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
  - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. 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>.
  - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
  - e. 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 § 200.331 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$30,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

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 § 200.327.
  - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
  - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

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

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Cleanup activities;
  - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
  - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates - these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
  - d. Job training 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 may not be used for any of the following properties:
  - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
  - b. Facilities subject to unilateral administrative orders, court orders, 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 § 1500.7(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 activity is 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 § 1500.7, 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.

### B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 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 EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under*

*Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

### C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
  - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: "**Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA.**"
  - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-e-pa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

### D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part

312). A suggested outline for an AAI final report is provided in *“All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content”*, (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed *“All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients”* (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA’s website at [www.epa.gov/brownfields](http://www.epa.gov/brownfields). The completed checklist must include:

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

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

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

**Note: Please use either “I” or “We.”**

- d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). 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 § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

#### **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 § 200.333 the CAR shall maintain records pertaining to the cooperative 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 § 200.336.
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 § 200.343. 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 90 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 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - i. The Final Technical Cooperative Agreement Report as described in



Section III.F. of these Terms and Conditions.

- ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
- b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
- c. As required by 2 CFR § 200.343, 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 Brownfields Petroleum - Governmental Entities\_final.doc

**END OF DOCUMENT**

# **ATTACHMENT B**

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## Cooperative Agreement Work Plan

**BROWNFIELDS COALITION ASSESSMENT  
COOPERATIVE AGREEMENT WORK PLAN**

**FOR**

Spokane Brownfields Assessment Coalition

**Anticipated Project Period:**

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## 1.0 INTRODUCTION

### 1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected a Coalition led by the **City of Spokane** (referred to as “the City”) as a recipient of Fiscal Year 2019 (FY19) Brownfield Assessment Grant funding in the amount of \$600,000 (\$450,000 for hazardous substances and \$150,000 for petroleum) to be used within a three-year period. The City’s Coalition members include the **University District Public Development Authority (UDPDA)**, **Washington State University (WSU) Health Sciences Spokane**, **Gonzaga University** and the **Empire Health Foundation**.

The Coalition partners are working to strengthen the local economy by redeveloping brownfield properties in and around the University District (referred to as the “District” or “target area”) consisting of 770 acres along the Spokane River. Grant funding will allow the Coalition to develop a Brownfield Site Reuse and Revitalization Program (referred to as the “Project”) which will begin with an inventory of sites throughout the target area with an emphasis on high-priority redevelopment areas that include the North Subarea, Central Subarea and South Subarea within the District. The Coalition may also examine sites outside of the target area but within the City’s jurisdiction, if appropriate, to further local economic goals.

The Coalition will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 14 sites and Phase II ESAs at up to 8 sites (which may include Regulated Building Materials [RBM] Surveys for up to 5 sites). The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 6 sites and site-specific reuse plans for up to 4 sites.

### 1.2 Organizational Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this project.

#### 1.2.1 Key Personnel

The Coalition will be led by the City with support from its partners (UDPDA, WSU, Gonzaga University and Empire Health Foundation). The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will establish a Memorandum of Agreement (MOA) with the Coalition members during the summer/fall of 2019. The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.

Contact information for key personnel is provided in the following table.

<b>Personnel Name &amp; Title</b>	<b>Agency</b>	<b>Contact Info</b>
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509-625-6597 Email: tstripes@spokanecity.org
Lars Gilberts <i>Chief Executive Officer</i>	University District Public Development Authority	Phone: 509-255-8093 Email: lgilberts@spokaneudistrict.org
Jon Schad <i>Director of Facilities Operations</i>	Washington State University (WSU) Health Sciences Spokane	Phone: 509-358-7991 Email: schad@wsu.edu
Charles ("Chuck") Murphy <i>Chief Strategy Officer</i>	Gonzaga University	Phone: 509-313-6140 Email: murphyc@gonzaga.edu
Christina Kamkosi <i>Program Associate</i>	Empire Health Foundation	Phone: 509-919-3042 Email: christina@empirehealthfoundation.org

### 1.2.2 Regulatory Agencies

The Coalition will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The Coalition will coordinate with EPA and Ecology to establish site eligibility and enroll hazardous substance and petroleum brownfield sites in appropriate cleanup programs. The Coalition will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. Ecology will provide review and approval of ABCAs/RAPs for sites requiring cleanup.

### 1.2.3 Consultant Team

The Coalition routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified consultant

team. In the fall of 2014 a team led by Stantec Consulting Services Inc. (“the Consultant”) was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

The original procurement was reviewed by our Director of Grants, Contracts and Purchasing. The original 2014 contract was procured using a competitive qualifications-based process. The procurement requirements for A&E and non-A&E contracts differ in the need for using price as a factor. It is our interpretation that due to the majority of the work of this consultant being engineering work, that the appropriate procurement method is that of a qualifications based RFQ, as the qualifications of the firm to provide this specialized engineering work was critical to the needs of the project. The original procurement meets the current requirements of this method as detailed in 2 CFR 200. It also meets all current State and City procurement requirements.

#### **1.2.4 Brownfield Advisory Committee (BAC)**

The Coalition has received commitment from community stakeholders for participation on a BAC. The BAC will serve as the Project steering committee and will be comprised of representatives from each Coalition partner, community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

#### **1.2.5 Summary of Roles and Responsibilities by Project Task**

Brownfield assessment funding from EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be carried out by Teri Stripes. The Consultant will provide technical assistance and EPA and Ecology will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- **Task 1 - Project Management, Reporting & Other Eligible Program Activities:** This task will be carried out by the City with assistance from the Consultant.
- **Task 2 – Community Engagement:** This task will be carried out by the Coalition with assistance from the BAC and Consultant.
- **Task 3 - Site Inventory, Prioritization & Eligibility:** This task will be facilitated by the Consultant with assistance from the Coalition and BAC. The Coalition and BAC will develop the site prioritization criteria and approve the prioritization process. Eligibility Determination (ED) requests for use of hazardous substances grant funds will be submitted to EPA for review and concurrence. ED requests for use of petroleum grant funds will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- **Task 4 - Environmental Site Assessments & Site Cleanup/Reuse Plans:** This task will be carried out by the Consultant with assistance from the Coalition.

## 1.3 Project Outputs & Outcomes

### 1.3.1 Project Outputs

The Coalition will inventory and assess hazardous substance and petroleum brownfields within the community to catalyze cleanup and revitalization of priority sites. The Coalition anticipates specific outputs to include the following:

#### **Task 1 – Project Management, Reporting & Other Eligible Program Activities**

- Establish Memorandum of Agreement (MOA) with Coalition partners.
- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Update property profiles in Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, Federal Financial Report (FFR), and Project Close-Out Report.

#### **Task 2 – Public Involvement**

- Coordinate and conduct meetings with the BAC (a minimum of 6 meetings), general public (a minimum of 4 meetings), and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).
- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Develop and regularly update a Project-specific webpage.



**Task 3 – Site Inventory, Prioritization & Eligibility**

- Complete an inventory of potential brownfield sites in the target areas.
- Incorporate portions of the inventory into existing GIS database(s) maintained by the City. Inventory data will be provided by the Consultant in a format that can be incorporated into these databases for use as a long-term planning tool.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific eligibility determination (ED) requests for priority sites for submittal to EPA (hazardous substance sites) and/or Ecology (petroleum sites).

**Task 4 – Environmental Site Assessments & Site Cleanup/Reuse Plans**

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP) that addresses both hazardous substances and petroleum sites.
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare ESA Section 7 and NHPA 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-13 at up to 14 high priority brownfield sites (~10 hazardous substance sites and ~4 petroleum sites).
- Complete Phase II ESA and/or supplemental assessment activities at up to 8 high priority brownfield sites (~6 hazardous substance sites and ~2 petroleum sites).
- Complete Regulated Building Materials (RBM) Surveys at up to 5 high priority brownfield sites (~5 hazardous substance sites and 0 petroleum sites).
- Prepare site-specific Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 6 high-priority brownfields sites (~5 hazardous substance sites and ~1 petroleum site).
- Prepare site-specific reuse plans for up to 4 high-priority brownfields sites (~3 hazardous substance sites and ~1 petroleum site).

### 1.3.2 Project Outcomes

Grant funding will allow the Coalition to build a Brownfield Site Reuse and Revitalization Program. The Coalition will develop the organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Number of potential brownfield sites identified/prioritized for assessment and/or clean-up planning activities.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of sites and acres for which remedial planning is performed.
- Numbers of sites for which property title transfers are facilitated.
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse.
- Acres of parks or green space created.
- Amount of additional public and private investment leveraged.
- Amount of other funding leveraged.
- Number of jobs created or retained.
- Number of community meetings held.

## 2.0 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task as well as a detailed breakdown of the budget associated with each task. The budget includes average hourly rates of \$150/hour for contractual services and \$40/hour for City personnel labor and \$20/hour for City personnel fringe benefits. Additional budget information is provided in Section 4.2

### 2.1 Task 1: Project Management, Reporting & Other Eligible Activities

#### 2.1.1 Project Management & Reporting Activities

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting, ongoing meetings with EPA and the consultant, and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The Coalition with support from the Consultant.

Milestones, Deliverables & Schedule:

- Summer 2019: Establish MOA with Coalition partners.
- The Brownfields Project Director (Teri Stripes) will coordinate grant activities with the Consultant and BAC and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- Federal Financial Report (FFR) and Disadvantaged Business Enterprises (DBE/MBE/WBE) Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A final Project Close-Out Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as

the Quarterly Progress Reports but will cover the entire Project period. In addition, the final performance report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

## 2.1.2 Task 1 Budget Detail

### Task 1 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
<b>Contractual</b>	--	--	--	--	--	--
Project Management & Client Meetings	\$150/hour	20 hours	\$3,000	20 hours	\$3,000	<b>\$6,000</b>
Compliance Reporting	\$150/hour	60 hours	\$9,000	60 hours	\$9,000	<b>\$18,000</b>
<b>Personnel Labor</b>	--	--	--	--	--	--
Project Management & Coalition Meetings	\$40/hour	50 hours	\$2,000	20 hours	\$2,000	<b>\$4,000</b>
Reporting	\$40/hour	50 hours	\$2,000	20 hours	\$2,000	<b>\$4,000</b>
<b>Personnel Fringe Benefits</b>	--	--	--	--	--	--
Project Management & Coalition Meetings	\$20/hour	50 hours	\$1,000	50 hours	\$1,000	<b>\$2,000</b>
Reporting	\$20/hour	50 hours	\$1,000	50 hours	\$1,000	<b>\$2,000</b>
<b>Travel</b>	--	--	--	--	--	--
National Brownfields Conference/Training	\$1,200/event	2 persons	\$2,400	2 persons	\$2,400	<b>\$4,800</b>
Regional Brownfields Conference/Training	\$800/event	2 persons	\$1,600	2 persons	\$1,600	<b>\$3,200</b>
<b>Total</b>	--	--	<b>\$22,000</b>	--	<b>\$22,000</b>	<b>\$44,000</b>

## 2.2 Task 2: Community Engagement

### 2.2.1 Community Outreach & Involvement Activities

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing Brownfield Advisory Committee (BAC) meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of Area-Wide Planning (AWP) activities.

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Convene the BAC.
- Coordinate and conduct at least 6 meetings with the BAC, 6 public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Summer/Fall 2019: Develop Site Nomination Form and Site Prioritization Criteria.
- January 2020: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). Host public kick-off meeting/open house. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

*Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by the Coalition.*

## **2.2.2 Project Updates & Other Public Information Activities**

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Develop and maintain project webpage. Develop project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to)

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Project webpage will be developed and updated throughout the life of the Project. The webpage will be hosted on the City's website.

- Fact sheets (specific to property owners and the general public) will be prepared and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be prepared to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the project webpage.

Estimated Submittal/Completion Dates:

- Summer 2019: Publish article/press release announcing EPA grant award.
- Summer/Fall 2019: Develop Project fact sheets for community members and property owners. Develop Process Guide for property owners. Develop Project webpage content.
- Winter 2019/2020: Publish Project webpage on City's website.

### 2.2.3 Task 2 Budget Detail

#### Task 2 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
<b>Contractual</b>	--	--	--	--	--	--
BAC & Public Meetings	\$150/hour	14 hours	\$2,100	14 hours	\$2,100	<b>\$4,200</b>
Project Fact Sheets & Webpage Content	\$150/hour	10 hours	\$1,500	10 hours	\$1,500	<b>\$3,000</b>
<b>Personnel Labor</b>	--	--	--	--	--	--
BAC & Public Meetings	\$40/hour	25 hours	\$1,000	25 hours	\$1,000	<b>\$2,000</b>
Project Fact Sheets & Webpage Content	\$40/hour	25 hours	\$1,000	25 hours	\$1,000	<b>\$2,000</b>
<b>Personnel Fringe Benefits</b>	--	--	--	--	--	--
BAC & Public Meetings	\$20/hour	25 hours	\$500	25 hours	\$500	<b>\$1,000</b>
Project Fact Sheets & Webpage Content	\$20/hour	25 hours	\$500	25 hours	\$500	<b>\$1,000</b>
<b>Total</b>	--	--	<b>\$6,600</b>	--	<b>\$6,600</b>	<b>\$13,200</b>

## 2.3 Task 3 – Site Inventory, Prioritization & Eligibility

### 2.3.1 Site Inventory & Prioritization Activities

Objective: Build a GIS-based comprehensive inventory of potential brownfield sites in the target area as a foundation for identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with City databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of the inventory:

- Identify environmental records for all sites in the target areas listed in EPA, Ecology and/or local environmental databases;
- Review select City, County and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, Loopnet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, city directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct tours/inspections throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies; and
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria will be analyzed when prioritizing sites:

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;

- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the Coalition and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Winter 2019: Initial inventory and ranking completed (to be updated throughout Project).

### **2.3.2 Site Eligibility Determination (ED) Request Activities**

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup planning activities.

Activities: Prior to initiating any site-specific work, site ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer (for both petroleum and hazardous substance sites). As part of the ED process for petroleum contaminated sites, information will first be submitted for review by Ecology to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the Coalition.

Milestones and Deliverables: Deliverables include completed/approved ED forms.

Estimated Submittal/Completion Dates: ED requests will be submitted to EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall/winter of 2019.



### 2.3.3 Task 3 Budget Detail

#### Task 3 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
<b>Contractual</b>	--	--	--	--	--	--
Site Inventory & Prioritization	\$150/hour	45 hours	\$6,750	14 hours	\$2,100	<b>\$8,850</b>
ED Requests for Priority Sites	\$150/hour	65 hours	\$9,750	20 hours	\$3,000	<b>\$12,750</b>
<b>Personnel Labor</b>	--	--	--	--	--	--
Site Inventory & Prioritization	\$40/hour	100 hours	\$4,000	30 hours	\$1,200	<b>\$5,200</b>
ED Requests for Priority Sites	\$40/hour	35 hours	\$1,400	15 hours	\$600	<b>\$2,000</b>
<b>Personnel Fringe Benefits</b>	--	--	--	--	--	--
Site Inventory & Prioritization	\$20/hour	100 hours	\$2,000	30 hours	\$600	<b>\$2,600</b>
ED Requests for Priority Sites	\$20/hour	35 hours	\$700	15 hours	\$300	<b>\$1,000</b>
<b>Total</b>	--	--	<b>\$24,600</b>	--	<b>\$7,800</b>	<b>\$32,400</b>

## 2.4 Task 4 – Environmental Site Assessments & Site Cleanup/Reuse Plans

### 2.4.1 Phase I ESA Activities

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: Phase I ESAs will support property transfers and eventual redevelopment, and provide information for evaluating the need for Phase II ESAs and cleanup. The Coalition anticipates conducting Phase I ESAs for up to 14 sites (~10 hazardous substance sites and ~4 petroleum sites).

The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-13. The Coalition will contact site owners and negotiate Access Agreements.

The ACRES database will be updated following completion of each Phase I ESA. A Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the Coalition for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones and Deliverables: Deliverables include site-specific Health and Safety Plans (HASPs), Phase I ESA checklists, and Phase I ESA reports.

Estimated Submittal/Completion Dates: Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in Winter/Spring 2020.

## **2.4.2 Phase II ESA Activities**

### **2.4.2.1 Master Quality Assurance Project Plan (QAPP)**

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, both the City and the Consultant will participate in a pre-QAPP conference call with EPA, if required. A draft Master QAPP (i.e. not site-specific) that addresses both hazardous substances and petroleum sites will be prepared and submitted to EPA and Ecology for review and approval. The Consultant will finalize the Master QAPP once EPA and Ecology have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the comprehensive Master QAPP will be established at the beginning of the project. This approach will provide for ample EPA review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the City will review the draft prior to submittal to EPA and Ecology.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- January 2020: Draft Master QAPP submitted to EPA and Ecology for review.
- March 2020: Final Master QAPP completed (pending EPA and Ecology review time).

### **2.4.2.2 Phase II ESA Activities**

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

The Coalition anticipates conducting Phase II ESAs for up to 8 sites (~6 hazardous substance sites and ~2 petroleum sites) where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities are anticipated to include soil, groundwater, soil vapor, and regulated building materials sampling and analysis, and reporting. As part of Phase II ESA activities, the Coalition also anticipates conducting RBM Surveys for up to 5 sites (~5 hazardous substance sites and 0 petroleum sites).

SAPs and HASPs addressing each property where Phase II ESA work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP. Preparing a comprehensive Master QAPP (versus multiple site-specific QAPPs) that is supplemented by SAPs will allow for an efficient document preparation and agency review process; thus reducing project costs and lag time.

For each Phase II ESA to be conducted, the Consultant will also provide information to the Coalition to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act Section 106 (NHPA). The information will include the location of the Project, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will consult with the SHPO and Tribes regarding any potential affects the sampling activities may have on cultural resources. A Cultural Resources Desktop Study Report will be prepared by the Consultant and submitted to SHPO for approval and letters notifying local Tribes of ground-disturbing activities will be sent at least 45 days in advance of fieldwork. A 30-day comment period will be provided for Tribes to respond to the City with concerns they may have about proposed field activities. A copy of the Desktop Study Report and letters sent to the Tribes will be submitted to the EPA for approval in advance of fieldwork. Additionally, responses to concerns received from the Tribes will be addressed and shared with the SHPO and EPA for concurrence in advance of fieldwork.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones and Deliverables:

- EPA- and Ecology-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Section 7 and NHPA consultations (as necessary)

### Task 3 (Phase II ESA Subtask) Estimated Submittal/Completion Dates:

- Spring/Summer 2020: Phase II ESA fieldwork underway at first site.
- Summer/Fall 2020: First Phase II ESA report(s) completed (ongoing throughout Project).

## **2.4.3 Site Cleanup/Reuse Plans**

### **2.4.3.1 Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (RAPs)**

Objective: Prepare site-specific ABCAs and/or RAPs for up to 6 sites (~5 hazardous substance sites and ~1 petroleum site) to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The Coalition will conduct cleanup and redevelopment planning as required by Ecology and/or EPA for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs. The plans/reports will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial options for each selected brownfield site and redevelopment. The Coalition and environmental Consultant will work closely with Ecology and EPA when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables: Deliverables for this task will be site-specific ABCAs and/or RAPs.

### Estimated Submittal/Completion Dates:

- Winter/Spring 2021: First written site-specific ABCA/RAP complete.

### **2.4.3.2 Site Reuse Plans**

Objective: Identify potential reuse options uses for up to 4 sites (~3 hazardous substance sites and ~1 petroleum site) and develop strategies to facilitate the reuse of existing infrastructure, as well as identifying potential infrastructure investments needed to accommodate alternative future uses.

**Activities:** With support from the Coalition and the BAC, the Consultant will develop a site reuse plans for high priority sites. These activities may include a site reuse vision, site disposition strategy, site reuse assessment, infrastructure evaluation, and/or land use assessment.

**Lead:** The Consultant will lead with assistance from the Coalition and the BAC on planning, public outreach, and deliverable review and distribution.

**Milestones & Deliverables:** Site-specific reuse plan.

**Estimated Submittal/Completion Dates:**

- **Spring 2021:** Anticipated completion date for first reuse plan.

## 2.4.4 Task 4 Budget Detail

### Task 4 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
<b>Contractual</b>	--	--	--	--	--	--
Phase I ESAs	\$5,500/site	10 sites	\$55,000	4 sites	\$22,000	<b>\$77,000</b>
Master QAPP	\$8,000/QAPP	0.5 QAPP	\$4,000	0.5 QAPP	\$4,000	<b>\$8,000</b>
Phase II ESAs	\$32,000/site	6 sites	\$192,000	2 sites	\$64,000	<b>\$256,000</b>
RBM Surveys	\$11,000/site	5 sites	\$55,000	0 sites	\$0	<b>\$55,000</b>
Site-Specific ABCAs/RAPs	\$10,000/site	5 sites	\$50,000	1 site	\$10,000	<b>\$60,000</b>
Site-Specific Reuse Plans	\$10,000/site	3 sites	\$30,000	1 site	\$10,000	<b>\$40,000</b>
<b>Personnel Labor</b>	--	--	--	--	--	--
Phase I/II ESAs & RBM Surveys	\$40/hour	90 hours	\$3,600	30 hours	\$1,200	<b>\$4,800</b>
Site-Specific Cleanup & Reuse Plans	\$40/hour	90 hours	\$3,600	30 hours	\$1,200	<b>\$4,800</b>
<b>Personnel Fringe Benefits</b>	--	--	--	--	--	--
Phase I/II ESAs & RBM Surveys	\$20/hour	90 hours	\$1,800	30 hours	\$600	<b>\$2,400</b>
Site-Specific Cleanup & Reuse Plans	\$20/hour	90 hours	\$1,800	30 hours	\$600	<b>\$2,400</b>
<b>Total</b>	--	--	<b>\$396,800</b>	--	<b>\$113,600</b>	<b>\$510,400</b>

### 3.0 SCHEDULE & DELIVERABLES

The table below summarizes the anticipated deliverable schedule (*assuming a project start date of October 1, 2019*) and the agency/office each will be submitted to.

DUE DATE	ITEM	EPA PO	STATE AGENCY	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2019)	<ul style="list-style-type: none"> <li>▪ Promote and advertise project in the community.</li> <li>▪ Establish MOA with Coalition partners.</li> <li>▪ Kick-off meeting with Consultant, Coalition members, EPA.</li> <li>▪</li> </ul>	X			
Month 1 (Oct. 2019)	<ul style="list-style-type: none"> <li>▪ Update Site Nomination Form and Access Agreement Template.</li> <li>▪ Develop project fact sheets and webpage content.</li> <li>▪ Develop Master QAPP.</li> <li>▪ Preliminary inventory work.</li> <li>▪ Establish access into ACRES. (Property Profile Forms will be entered into ACRES as property specific projects are completed.)</li> </ul>	X			
Months 2-3 (Nov.-Dec. 2019)	<ul style="list-style-type: none"> <li>▪ Finalize preliminary inventory results and site prioritization criteria.</li> <li>▪ Submit draft Master QAPP for approval.</li> <li>▪ Attend National Brownfields Conference.</li> </ul>	X	X		
Month 4 (Jan. 2020)	<ul style="list-style-type: none"> <li>▪ BAC and Public Kick-off Meetings (a minimum of 2 BAC and 2 public meetings will be conducted during the first year and a minimum of 2 meetings per year during subsequent years).</li> <li>▪ Prepare first Quarterly Progress Report (QPR) - continue preparing quarterly for duration project.</li> </ul>	X	X		
Month 5 (Feb. 2020)	<ul style="list-style-type: none"> <li>▪ Top sites selected for grant-funded activities.</li> <li>▪ Finalize Master QAPP per agency comments (a site-specific SAP will be prepared for each property approved for a Phase II ESA).</li> </ul>	X	X		
Month 6 (March 2020)	<ul style="list-style-type: none"> <li>▪ BAC Meeting #2.</li> </ul>	X	X		
Month 7 (July 2020)	<ul style="list-style-type: none"> <li>▪ BAC Meeting #3.</li> <li>▪ Public Meeting #2.</li> </ul>	X	X		
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		

DUE DATE	ITEM	EPA PO	STATE AGENCY	EPA GRANTS	EPA FINANCE
Before fieldwork begins	<ul style="list-style-type: none"> <li>▪ Execute Site Access Agreements.</li> <li>▪ Prepare HASP.</li> <li>▪ Prepare SAP (for Phase II ESAs).</li> <li>▪ Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs).</li> </ul>	X	X (SAPs)		
Ongoing	<ul style="list-style-type: none"> <li>▪ Prepare Phase I &amp; II ESA Reports.</li> <li>▪ Prepare All Appropriate Inquiries Rule Checklist (Form EPA 560-R-11-030)</li> <li>▪ Prepare ABCA/RAP deliverables.</li> <li>▪ Prepare Site Reuse Plan deliverables.</li> </ul>	X	X (RAPs for sites requiring remedial action)		
Annually	Prepare <b>annual</b> FFR and DBE (MBE/WBE) Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Months 38 – 41	Prepare Final DBE & Federal Financial Reports (FFR; SF425) & Final Drawdown.	X		X	X
Months 38 – 41	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

## 4.0 BUDGET

### 4.1 Budget Tables by Funding Type

The total funding amount is \$600,000 (comprised of \$450,000 for hazardous substance sites and \$150,000 for petroleum sites). The tables in this section summarize the budget by expenditure category (i.e. personnel, travel, contractual, etc.) for each task.

#### Hazardous Substances Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$2,000	\$4,000	\$12,000	\$22,000
2) Community Engagement	\$2,000	\$1,000	\$0	\$3,600	\$6,600
3) Site Inventory, Prioritization & Eligibility	\$5,400	\$2,700	\$0	\$16,500	\$24,600
4) ESAs & Site Cleanup/ Reuse Plans	\$7,200	\$3,600	\$0	\$386,000	\$396,800
<b>Total Budget</b>	<b>\$18,600</b>	<b>\$9,300</b>	<b>\$4,000</b>	<b>\$418,100</b>	<b>\$450,000</b>

#### Petroleum Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$2,000	\$4,000	\$12,000	\$22,000
2) Community Engagement	\$2,000	\$1,000	\$0	\$3,600	\$6,600
3) Site Inventory, Prioritization & Eligibility	\$1,800	\$900	\$0	\$5,100	\$7,800
4) ESAs & Site Cleanup/ Reuse Plans	\$2,400	\$1,200	\$0	\$110,000	\$113,600
<b>Total Budget</b>	<b>\$10,200</b>	<b>\$5,100</b>	<b>\$4,000</b>	<b>\$130,700</b>	<b>\$150,000</b>



**Combined Hazardous Substances & Petroleum Budget**

<b>Task</b>	<b>Personnel Labor</b>	<b>Personnel Fringe</b>	<b>Travel</b>	<b>Contractual</b>	<b>Total</b>
<b>1) Project Mgmt., Reporting &amp; Other Eligible Activities</b>	\$8,000	\$4,000	\$8,000	\$24,000	<b>\$44,000</b>
<b>2) Community Engagement</b>	\$4,000	\$2,000	\$0	\$7,200	<b>\$13,200</b>
<b>3) Site Inventory, Prioritization &amp; Eligibility</b>	\$7,200	\$3,600	\$0	\$21,600	<b>\$32,400</b>
<b>4) ESAs &amp; Site Cleanup/ Reuse Plans</b>	\$9,600	\$4,800	\$0	\$496,000	<b>\$510,400</b>
<b>Total Budget</b>	<b>\$28,800</b>	<b>\$14,400</b>	<b>\$8,000</b>	<b>\$548,800</b>	<b>\$600,000</b>

**4.2 Budget Narrative - Combined Hazardous Substances & Petroleum****4.2.1 Budget Detail by Task**

The table below summarizes the total hazardous and petroleum budgets by task. A detailed breakdown of anticipated costs for the scope of work for each of the proposed tasks is detailed in Section 2.0.

<b>Task</b>	<b>Hazardous Substances Budget</b>	<b>Petroleum Budget</b>	<b>Total Combined Budget</b>
<b>1) Project Mgmt., Reporting &amp; Other Eligible Activities</b>	\$22,000	\$22,000	<b>\$44,000</b>
<b>2) Community Engagement</b>	\$6,600	\$6,600	<b>\$13,200</b>
<b>3) Site Inventory, Prioritization &amp; Eligibility</b>	\$24,600	\$7,800	<b>\$32,400</b>
<b>4) ESAs &amp; Site Cleanup/ Reuse Plans</b>	\$396,800	\$113,600	<b>\$510,400</b>
<b>Total Budget</b>	<b>\$450,000</b>	<b>\$150,000</b>	<b>\$600,000</b>

**4.2.2 Budget Narrative by Expenditure Category**

The tables included in this section provide a cost breakdown by project task for each funding type (i.e. hazardous substances, petroleum, and combined total budget).

**(i) Personnel Labor Budget by Task**

Average Personnel Labor Cost: ~\$40/hour

<b>Task Description</b>	<b>Hazardous Budget</b>	<b>Petroleum Budget</b>	<b>Total Budget (Haz + Pet)</b>
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$4,000	<b>\$8,000</b>
Task 2 - Community Engagement	\$2,000	\$2,000	<b>\$4,000</b>
Task 3 - Site Inventory, Prioritization & Eligibility	\$5,400	\$1,800	<b>\$7,200</b>
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$7,200	\$2,400	<b>\$9,600</b>
<b>Total Amount</b>	<b>\$18,600</b>	<b>\$10,200</b>	<b>\$28,800</b>

**(ii) Personnel Fringe Budget by Task**

Average Fringe Benefit Cost: ~50% of Basic Salary (~\$20/hour)

(Includes health insurance, disability, life/travel insurance, retirement benefits, and workers compensation.)

<b>Task Description</b>	<b>Hazardous Budget</b>	<b>Petroleum Budget</b>	<b>Total Budget (Haz + Pet)</b>
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$2,000	\$2,000	<b>\$4,000</b>
Task 2 - Community Engagement	\$1,000	\$1,000	<b>\$2,000</b>
Task 3 - Site Inventory, Prioritization & Eligibility	\$2,700	\$900	<b>\$3,600</b>
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$3,600	\$1,200	<b>\$4,800</b>
<b>Total Amount</b>	<b>\$9,300</b>	<b>\$5,100</b>	<b>\$14,400</b>

**(iii) Travel Budget by Task**

As described in Section 2.0, the travel budget includes anticipated costs for four Coalition personnel to attend one national brownfields conference and one regional brownfield conference.

<b>Task Description</b>	<b>Hazardous Budget</b>	<b>Petroleum Budget</b>	<b>Total Budget (Haz + Pet)</b>
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$4,000	<b>\$8,000</b>
Task 2 - Community Engagement	\$0	\$0	<b>\$0</b>
Task 3 - Site Inventory, Prioritization & Eligibility	\$0	\$0	<b>\$0</b>
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$0	\$0	<b>\$0</b>
<b>Total Amount</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$8,000</b>

**(iv) Contractual Budget by Task**

Average Contractual Cost: ~\$150/hour

<b>Task Description</b>	<b>Hazardous Budget</b>	<b>Petroleum Budget</b>	<b>Total Budget (Haz + Pet)</b>
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$12,000	\$12,000	<b>\$24,000</b>
Task 2 - Community Engagement	\$3,600	\$3,600	<b>\$7,200</b>
Task 3 - Site Inventory, Prioritization & Eligibility	\$16,500	\$5,100	<b>\$21,600</b>
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$386,000	\$110,000	<b>\$496,000</b>
<b>Total Amount</b>	<b>\$418,100</b>	<b>\$130,700</b>	<b>\$548,800</b>

**(v) Total Budget by Expenditure Type**

<b>Task Description</b>	<b>Hazardous Budget</b>	<b>Petroleum Budget</b>	<b>Total Budget (Haz + Pet)</b>
Personnel Labor	\$18,600	\$10,200	<b>\$28,800</b>
Personnel Fringe Benefits	\$9,300	\$5,100	<b>\$14,400</b>
Travel	\$4,000	\$4,000	<b>\$8,000</b>
Contractual	\$418,100	\$130,700	<b>\$548,800</b>
<b>Total Amount</b>	<b>\$450,000</b>	<b>\$150,000</b>	<b>\$600,000</b>