

# **CITY OF MT. SHASTA REQUEST FOR PROPOSAL**

May 31, 2017

Issued by:

The City of Mt. Shasta

Muriel Howarth Terrell, Finance Director  
305 N. Mt. Shasta Blvd.  
Mt. Shasta, CA 96067

## **Introduction and Background**

The City of Mt. Shasta (City) is requesting proposals for the administration of a U.S. EPA Brownfield Cleanup Grant, agreement BF 99T45801. The grant proposal was submitted to the EPA in July of 2016. We were awarded the grant in September of 2016. The approved Work plan and agreement are attached to this RFP in their entirety.

The Brownfield site is located in the old Roseburg Mill Site in south Mt. Shasta. The Roseburg Mill was dismantled in 1985 and is 127 acres in size. The site is separated into several areas. The focus of this cleanup grant is the central portion of the Old Mill which is 8 acres in size. This central area, was the location of a former boiler and other mill facilities. Results from more than four assessments have characterized the central area to have dioxin and limited petroleum hydrocarbons (diesel and oil) contamination in the soil.

A successful candidate for this service will have as its principal an individual with strong managerial background and skills. The candidate should have included on their team, personnel with knowledge of rural Brownfield sites.

## **Submission Guidelines and Requirements**

The following submission guidelines and requirements apply to this Request for Proposal:

1. First and foremost, only qualified individuals or firms with prior experience in EPA rural Brownfield Projects should submit proposals in response to the Request for Proposal.
2. Bidders intent on submitting a proposal should so notify the representative identified on the cover page no later than June 30, 2017.
3. Bidders must list at least 2 projects that are substantially similar to this project as part of their response, including references for each. Examples of work should be

- provided as well.
4. A technical proposal must be provided and must provide resumes of all key personnel performing the work. In addition the technical proposal should provide a proposed schedule that will meet the grant requirements regarding milestones, as applicable.
  5. A price proposal must provide and should indicate the overall fixed price for the project as well as hourly rates and an estimated total number of hours.
  6. Proposals must be signed by a representative that is authorized to commit bidder's company, firm or organization.
  7. If you have a standard set of terms and conditions, please submit them with your proposal.
    - a. Proposals must be received by June 30, 2017.
    - b. Proposals must remain valid for a period of 90 days.

### **Project Description**

The City of Mt. Shasta is requesting proposals from well qualified firms or individuals to administer the approved work plan in a manner satisfactory to the City of Mt. Shasta and consistent with the standards required as a condition of providing these funds. A detailed scope of work and itemized budget is attached.

### **Project Goals**

As outlined in the work plan, the project goals are to manage and report progress to cleanup authorities (US EPA and California DTSC) and the City, procure a qualified environmental professional through a competitive bidding process, involve the public in cleanup planning, conduct formal cleanup planning and publish a Remedial Action Work Plan and engage in cleanup performance activities. The end goal of this cleanup is to facilitate the proposed development of the site. An outline of the budget and tasks are outlined in the work plan.

### **Evaluation Criteria**

The City of Mt. Shasta will rate proposals based on the following factors:

1. Responsiveness to the requirements set forth in the RFP.
2. Relevant past performance/experience in rural Brownfield projects.
3. Samples of work.

City of Mt. Shasta staff will review the proposals to determine those candidates considered to be best qualified and contact references. Interviews will be conducted with representatives from the top candidates by City Staff.

### **Term**

The term for the agreement shall be from contract acceptance by Contractor until the end of the grant period October 31, 2019, or later if the grant is extended.

**Additional Information:****Insurance**

The form of contract includes standard form insurance requirements and standard form insurance certificates, which are utilized by the Small Cities Organized Risk Effort (SCORE), a self-insurance joint powers agency, of which the City of Mt. Shasta is a member. A copy of SCORE's "Insurance Requirements for Professional Services" is attached as an exhibit.

**Contract Provisions**

City of Mt. Shasta reserves the right to reject any and all proposals, waive any irregularity in the proposals and/or to conduct negotiations with any firms.

Review of materials from the City of Mt. Shasta, are available upon request by contacting the City Finance Director at 530-926-7510.

**U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS  
CLEANUP PROGRAM**

**WORK PLAN**

**Cooperative Agreement #:** \_\_\_\_\_(TBD)

FOR

The Mt. Shasta Landing Old Mill Central Area Cleanup

7/1/2016

Prepared by:  
Muriel Howarth Terrell,  
City of Mt. Shasta Finance Director,  
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Fax: (530) 926-0339, Phone: (530) 926-7510

Submitted by:  
City of Mt. Shasta  
305 N. Mt. Shasta Boulevard, Mt. Shasta, California 96067,

# **Brownfields Cleanup Grant**

## **A. Recipient Title**

City of Mt. Shasta

## **B. Background**

Since the Roseburg Mill closed and was dismantled in 1985, the larger 127-acre site composed of three parcels, has remained empty and has overgrown vegetation. Hazardous chemicals and petroleum products were used throughout the site during its 100-year use, and have since been detected through assessments conducted under EPA and DTSC, oversight over the last two decades. The northern area, called the “Old Mill” (25 acres), requires the greatest amount of remediation including the focus of this cleanup grant, the central area portion of the Old Mill (8 acres). The central area, was the location of a former boiler room. Results of more than four assessments have characterized the central area to have limited petroleum hydrocarbons (diesel and oil) contamination in the soil.

The cleanup of the 8-acre central area of the Old Mill at The Landing will facilitate the renovations the City has proposed. The City has already targeted the Old Mill for use as a recreational vehicle park, interactive outdoor museum, and greenspace, and has committed approximately \$500,000 of city funds to this effort. This will allow for the implementation of the City’s General Plans and goals and allow tourism infrastructure investments in Mt. Shasta. Cleanup aligns with the community’s land use visions for developing tourism industry related retail, commerce, employment, and performing arts.

The 8-acre central area of the Old Mill at The Landing sits in context of two other contaminated areas named east area (8 acres) and west area (9 acres). The larger 25-acre Old Mill area has an Analysis of Brownfield Cleanup Alternatives (ABCA) report and a Human Health Impact report completed to facilitate cleanup planning. As part of the grant process, an updated review of the ABCA will be made through a Removal Action Work Plan (RAWP) recommending a preferred alternative (or alternatives) to clean up the Central area. The Qualified Environmental Professional (QEP) will work with the City of Mt. Shasta and other community partners to utilize all inputs before making this final decision and recommendation. Future efforts will include cleanup of the remaining east and west area portions of the Old Mill (17-acres).

## **C. Goals and Objectives**

#### a. EPA Strategic Plan

This project supports EPA's Strategic Plan and GPRA Goal 3: Cleaning Up Communities and Advancing Sustainable Development, Objective 3.1 Promote Sustainable and Livable Communities.

#### b. Project Goals

The project goals are to manage and report project progress to cleanup authorities (US EPA and California DTSC), procure a qualified environmental professional (QEP), involve the public in cleanup planning, conduct formal cleanup planning and publish a Remedial Action Work Plan (RAWP), and engage in cleanup performance activities. Specifically, a cleanup plan will be conducted with community feedback and will take into account the impacts of the specific cleanup options. The City will continue to invite all members of the community for input with the goal of gaining feedback from sensitive populations. The City will communicate with residents, especially those who live near to the site on the noise, traffic, and materials that could impact their neighborhoods. The City will then conduct the agreed upon cleanup utilizing methods as protective of these sensitive populations as possible.

The end goal of this cleanup project is to facilitate the proposed development of the site (and immediate surrounding area of the Old Mill) as a recreational vehicle park, interactive outdoor museum, and community greenspace. Funds from the EPA cleanup grant will be used to address the tasks outlined below in section D. The tasks outlined in section D describe specifically how funds from the EPA grant will be used to meet the goals listed above.

### D. Tasks

The environmental cleanup will be conducted by a QEP retained from a professional firm that is selected through a competitive bidding process consistent with EPA procurement requirements. The consultant will conduct cleanup planning and cleanup performance. Additional project management protocols and public involvement practices will be conducted to inform the community of all activities. This budget was determined through an overview of previous regional brownfields grants including Yreka and Mt. Shasta, as well as from reviewing external budgetary examples and outlines received from agency partners such as DTSC. The City will be utilizing its \$40,000 cost share budget to support cleanup performance, particularly assisting the consultant with the funding of cleanup activities.

#### Task 1 - Project Management and Planning

##### a. Task Description

Funding from the Brownfields Cleanup Grant will be used to assist with the cleanup of 8-acre

central area of the Old Mill. This task will include activities related to developing the general overall approach for cleanup activities. The total budget for project management and reporting is \$10,500 and includes personnel, fringe, travel, and consulting costs associated with programmatic management of the grant. The task also includes planning, general administration, and travel to attend brownfield related workshops and conferences, airfare, lodging, per diem (3 x \$1,000 = \$3,000), supplies at \$500 including: copies, postage, phone; b) complete project planning/QEP procurement, (30hrs at \$50/hr. = \$1,500); and c) and contractor management (120hrs at \$50/hr = \$6,000). Activities within this task include:

- General project management activities such as oversight, record keeping, financial management, and coordination between agencies.
- Staff Training/Travel - attendance at annual regional & national Brownfields conferences/trainings.
- Contractor Procurement – the procurement of a qualified firm through a competitive process conforming to all requirements to manage funds including the search, interviewing, and contracting of that firm. Additionally, the procurement of a qualified environmental consultant to perform the sampling, analysis, and cleanup work on this site through the same process.
- Contractual agreements with consultants and DTSC for state oversight and services.

b. Task Budget

Cost:	Brownfields Grant	\$ 8,500
	Cost-Share	\$ 0
	Total	\$ 8,500

c. Schedule

**Task Start Date:** September 2016    **Task Completion Date:** December 31<sup>st</sup>, 2018

d. Deliverables

The deliverables include:

- RFP/ RFQ or other contractor selection documents.
- Contractual agreements with consultants and DTSC for state oversight and services.
- Report describing project regulatory oversight plan, applicable oversight fees for the project, and points of contact for the regulatory agency.

Task 2 - Community Outreach

a. Task Description

\$20,000 is budgeted for public involvement and community outreach to involve the community in the brownfields cleanup planning, preparation, and cleanup process. The budget for this task will cover the costs associated with outreach such as human resources (50hr x \$100/hr = \$5,000); advertising (\$5,000), meeting space (\$2,500), and presentation materials (\$2,500), facilitation of meetings (\$2,500), website design (\$2,500), etc. The community outreach will include public meetings, one-on-one meetings with nearby property owners, a large-scale map, informational packets for public distribution, and a final report.

The City and community partnership organizations will conduct outreach efforts throughout the project to keep the public informed. This outreach will be performed through city council meetings, stakeholder outreach, and reporting to the press, media and other community groups. Outreach will focus on the general public, target area property owners/businesses, community advisory groups, city staff and elected officials. Initial meetings to familiarize the public with this project will be followed by periodic collaborative meetings with environmental consultants and regulatory bodies (EPA, DTSC, etc.). This outreach will include a public comment period in compliance with California's Voluntary Cleanup Program. EPA will be recognized as a funding partner in outreach material produced under this grant (brochures, handouts, websites, etc.) where appropriate.

b. Task Budget

Cost:	Brownfields Grant	\$ 20,000
	Cost-Share	\$ 0
	Total	\$ 20,000

c. Schedule

**Task Start Date:** September 2016    **Task Completion Date:** December 31<sup>st</sup>, 2018

d. Deliverables:

Deliverables will include: a community involvement plan, copies of fact sheets and other outreach materials, notes from outreach meetings and public hearings, and hard copies of web pages developed as part of the outreach process.

Task 3 - Site Cleanup Plan and Related Documents

a. Task Description

\$35,000 is budgeted for Cleanup Planning by contracted QEP and project management team, as obtained from environmental contractor estimates of the cost of the creation of documents and all preparations. Further, this budget estimate takes into account previous cleanup planning work efforts on the larger 127-acre Landing site that may be used to reduce the cost of cleanup planning specifically for the 8-acre central Old Mill area.



Addressing Changing Climate Concerns in the Analysis of Brownfield Cleanup Alternatives. This will be documented as an addendum to the Analysis of Brownfield Cleanup Alternatives (ABCA) submitted with the grant proposal.

Sampling and Analysis Plan and a Health and Safety Plan. In addition, a Sampling and Analysis Plan (SAP) and a Health and Safety Plan (HSP) will be required for the project. These documents will be included in the Cleanup Work plan. These plans will meet the format and content requirements of the regulatory oversight agency and EPA where appropriate. A draft of these plans will be sent to EPA concurrent with distribution to the regulatory agency. After the oversight agency and EPA comments are addressed and the document is revised, the final version will be sent to EPA.

National Historic Preservation Act. The cleanup project will require compliance with the National Historic Preservation Act (NHPA), Section 106.

b. Task Budget

Cost:	Brownfields Grant	\$ 35,000
	Cost-Share	\$ 0
	Total	\$ 35,000

c. Schedule

**Task Start Date:** July 1<sup>st</sup>, 2017      **Task Completion Date:** June 30<sup>th</sup>, 2018

d. Deliverables

The deliverables include:

- Documentation of Addressing Changing Climate Concerns in the Analysis of Brownfield Cleanup Alternatives
- State Site Cleanup Work plan (RAWP)
- EPA format Sampling Analysis Plan (SAP, when EPA funds are used)
- Confirmation Sampling Results
- State closure letter / no further action letter
- EPA Site Cleanup Work plan (RAWP) 1) site background, 2) geology and hydrology, 3) surrounding land use/ sensitive receptors, 4) previous site activities/summary of Phase II, 5) nature, source and extent of contaminants, 6) remedial action objectives, 7) proposed cleanup goals, 8) cleanup alternatives evaluated, 9) EPA SAP, and 10) confirmation sampling results).

Task 4 - Cleanup Implementation

a. Task Description

\$170,000 is budgeted for Cleanup Performance, including \$40,000 in cost share. This budget was developed by estimating the total cost necessary for cleanup minus the cost of project management, public involvement, and cleanup planning. The site will be cleaned up in accordance with a DTSC approved RAWP to ready the property for redevelopment. This work will be conducted in accordance with applicable state and federal agencies.

Cleanup activities will include:

- Soil removal, capping, or other remedy in accordance with the approved RAWP.
- Confirmation Sampling in areas where soil is removed in accordance with the final RAWP.
- Removal Action Cleanup Report (RACR) – cleanup activities will be described in the RACR. Any necessary engineering and/or institutional controls will also be described.

b. Task Budget

Cost:	Brownfields Grant	\$ 130,000
	Cost-Share	\$ 40,000
	Total	\$ 170,000

c. Schedule

**Task Start Date:** July 1<sup>st</sup>, 2018      **Task Completion Date:** October 31<sup>st</sup>, 2018

d. Deliverables

- Final cleanup confirmation of the Central Area of the Old Mill at The Landing by QEP.
- Subsequent reports on cleanup activities and suitability of development on-site.
- The City and QEP will track development opportunity feasibility and monitor so no unapproved developments or changes will occur to the site.

Task 5 - Reporting Activities

a. Task Description

Funding from the Brownfields Cleanup Grant will be used to assist with the cleanup of 8-acre central area of the Old Mill. This task will include activities related to regular reporting and the documents required to develop a final report. Funds will be used to a) purchase supplies at \$500 including: copies, postage, phone; b) comply with regular project reporting requirements and productions of a final report, with personnel costs (30hrs at \$50/hr = \$1,500) and contractor costs (80hrs at \$50/hr = \$4,000). The total budget for project management and reporting is \$6,000 and

includes personnel, fringe, and consulting costs associated with regular reporting on the grant. Specifically, this task includes the following:

**Regular Reporting:** The City of Mt. Shasta will comply with reporting requirements in the grant conditions and will also consult with their individual Project Officers on project specific reporting needs. The City of Mt. Shasta will provide regular reports to EPA including Quarterly Progress Reports, Minority Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Reports, and annual Federal Financial Reports.

**Quarterly Reports** will include the following elements, which are included in the Quarterly Report template provided by the EPA Project Officer:

1. Summary of Successes/Challenges over the past quarter.
2. Assistance Needed from EPA.
3. Narrative Update by Task. Provide a narrative update by Task that follows the format of the approved work plan.
4. Progress made by organizations receiving sub awards under this grant.
5. Cumulative Expenditures to Date. Include a cumulative budget table of expenditures to date by project task and budget category. The quarterly budget summaries should include information on recipient's cost share.

**ACRES Reporting.** The City of Mt. Shasta will input site cleanup information into the USEPA Assessment, Cleanup & Redevelopment Exchange System (ACRES) database. This database will be updated quarterly.

**Final Report:** The City of Mt. Shasta will prepare a final report describing the initial goals and objectives of the brownfields grant, the cleanup activities performed under this grant and a discussion of significant deviations from the original cleanup plans. This report will include supporting documents, such as confirmation sampling results, copies of manifests, letters confirming cleanup completion from oversight agencies, field photographs, and contractor progress reports. The report will also describe the future redevelopment of the site, and specifically how resources were used/leveraged during and after the project (other than the EPA grant).

#### **Final Report Outline**

1. Overall Project Goals: Summarize the project's cleanup and redevelopment goals.
2. Successes: Information will be provided on the former use of the site, cleanup approach and status at the end of the grant, future reuse of the site, why the site is a priority or catalyst site, and unique redevelopment features, such as green building, local business incubation, and transit oriented development. Site photos or schematic images of future reuse plans will be included.
3. Lessons Learned/Best Practices: Lessons learned will be identified along with best practices/materials transferable to other communities. Opportunities for sharing information, including how the City of Mt. Shasta, EPA, and others can share that

information across multiple media types (meetings, conferences, changes to local policy, social media, etc.) will also be described.

4. **Partnering/Leveraging:** Significant partnerships with other organizations and/or leveraging of resources that occurred to complete the cleanup and redevelopment of the site will be identified.
  5. **Work Plan Accomplishments:** A summary of accomplishments for each of the grant Work Plan tasks and/or any tasks that were not completed and why will be included.
  6. **EPA Acknowledgement:** Information on how EPA has been acknowledged as a funding partner in the project will be addressed
  7. **Budget:** A budget table that compares total budgeted amounts and total amounts spent will be included along with any deviation from original budget plan.
- **Final Performance Report** – will be submitted to the EPA Project Officer within 90 days of the completion of the grant agreement and reflect all work done under this project.

**Photos** – High-resolution photos of the site (historical, before and/or after cleanup), cleanup activities, and redevelopment schematics will be provided.

**Project Closeout:** The City of Mt. Shasta will comply with closeout requirements in the Terms and Conditions of the Cooperative Agreement, including the forms as outlined on EPA's Managing Your Grants website. Specifically:

#### Administrative Closeout

1. **Submit Payment Requests** – All payment requests for approved grant activities will be submitted before the grant closing date. All payment requests will be emailed to: [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov)
2. **Final Financial Federal Report** – The EPA Project Officer will be contacted in advance if any unliquidated obligations are anticipated, i.e. unspent grant funding that will be returned to EPA. This information will also be captured on the final Financial Federal Report. Completed form will be sent to: [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) and the EPA Project Officer.
3. **Disadvantaged Business Enterprise** form will be emailed to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Project Officer.

#### b. Task Budget

Cost:	Brownfields Grant	\$ 6,500
	Cost-Share	\$ 0
	Total	\$ 6,500

#### c. Schedule – Reporting Activities

**Task Start Date:** September 2016    **Task Completion Date:** December 31<sup>st</sup>, 2018

d. Deliverables

Project Deliverables due to the EPA Project Officer include:

- Quarterly progress reports
- Quarterly ACRES updates
- Final Report
- Field Reports, if applicable

Administrative deliverables due to the Grant Specialist include:

- Interim Federal Financial Reports (FFR, SF-425) – due December 31<sup>st</sup>, annually
- Final FFR
- MBE/WBE Utilization Reports – due October 31<sup>st</sup>, annually

## E. Schedule of Milestones & Deliverables

<b>Fiscal Year</b>	<b>Quarter</b>	<b>Quarterly Report Due</b>	<b>Milestones and Deliverables Due with Quarterly Report</b>	<b>Status</b>
2017	1 <sup>st</sup>	Jan 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Selection of Project Manager/ Revised Work plan</li> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	
2017	2 <sup>nd</sup>	April 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Begin selection of Contractor to complete Site Cleanup Plan and Related Documents (RFP/RFQ)</li> <li>• Begin Sampling and Analysis Plan and Health and Safety Plan</li> <li>• Community Outreach Plan</li> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	
2017	3 <sup>rd</sup>	July 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Cleanup Planning Start</li> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	
2017	4 <sup>th</sup>	Oct. 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• MBE/WBE Report filed</li> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	
2018	1 <sup>st</sup>	Jan 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	
2018	2 <sup>nd</sup>	April 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	
2018	3 <sup>rd</sup>	July 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• Cleanup Planning Complete</li> <li>• Cleanup Implementation</li> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	

2018	4 <sup>th</sup>	Oct. 30 <sup>th</sup>	<ul style="list-style-type: none"> <li>• MBE/WBE Report filed</li> <li>• Quarterly report filed</li> <li>• ACRES update posted</li> <li>• Finance report filed</li> </ul>	
2018	4 <sup>th</sup>	Dec. 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>• Final Report filed</li> </ul>	
Ongoing	--	--		
Ongoing	--	--		

## F. Budget Summary


<b>Petroleum</b>	<b>Task 1 Project Mgmt/ Planning</b>	<b>Task 2 Community Outreach</b>	<b>Task 3 Cleanup Plan related docs.</b>	<b>Task 4 Cleanup Implementation</b>	<b>Task 5 Reporting</b>	<b>Total</b>
Personnel	\$1,500				\$1,500	\$3,000
Fringe	\$0				\$0	\$0
Travel	\$3,000				\$0	\$3,000
Supplies	\$500				\$500	\$1,000
Equipment*	\$0			\$0		\$0
Contractual -- Project Management	\$3,500	\$20,000	\$5,000		\$4,500	\$33,000
Contractual -- QEP			\$30,000	\$130,000		\$160,000
Construction*						
Other						
Indirect *						
Direct	\$8,500	\$20,000	\$35,000	\$130,000	\$6,500	\$200,000
20% Cost Share				\$40,000		\$40,000
Grant Total	\$8,500	\$20,000	\$35,000	\$170,000	\$6,500	\$240,000



## G. Greening Grants

*The City of Mt. Shasta will comply by the EPA Greening Grants Policy, which encourages grantees to incorporate green practices into their projects. The City of Mt. Shasta will incorporate the following green practices into this grant:*

- 1. Environmentally preferable purchasing (e.g. office supplies)*
- 2. Recycling (e.g. in your office)*
- 3. Green meetings (e.g. for any community meetings conducted)*
- 4. Green Remediation*

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		GRANT NUMBER (FAIN): <b>99T45801</b>		DATE OF AWARD 09/23/2016		
			MODIFICATION NUMBER: <b>0</b>				
			PROGRAM CODE: <b>BF</b>		TYPE OF ACTION New		MAILING DATE 09/30/2016
			PAYMENT METHOD: ASAP		ACH# 90737		
RECIPIENT TYPE: Municipal			Send Payment Request to: Las Vegas Finance Center email: <a href="mailto:lvfc-grants@epa.gov">lvfc-grants@epa.gov</a>				
RECIPIENT:			PAYEE:				
City of Mount Shasta 305 North Mount Shasta Blvd. Mt. Shasta, CA 96067 EIN: 94-6000378			City of Mount Shasta 305 North Mount Shasta Blvd. Mt. Shasta, CA 96067				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST			
Muriel Howarth Terrell 305 North Mount Shasta Blvd. Mt. Shasta, CA 96067 E-Mail: <a href="mailto:mterrell@mtshastaca.gov">mterrell@mtshastaca.gov</a> Phone:		Eric Byous 75 Hawthorne Street, SFD-6-1 San Francisco, CA 94105 E-Mail: <a href="mailto:byous.eric@epa.gov">byous.eric@epa.gov</a> Phone: 415-972-3531		Maria Roverso Grants Management Section, EMD-6-1 E-Mail: <a href="mailto:roverso.maria@epa.gov">roverso.maria@epa.gov</a> Phone: 415-972-3573			
<b>PROJECT TITLE AND DESCRIPTION</b> Brownfields Cleanup Cooperative Agreement This agreement provides federal funding in the amount of \$200,000 to the City of Mount Shasta to conduct cleanup of the Old Mill and surrounding contaminated area. The end goal of this cleanup project is to facilitate the proposed development of the site as a recreational vehicle park, interactive outdoor museum, and community greenspace.  Preaward has been approved back to 9/1/2016.							
BUDGET PERIOD 09/01/2016 - 10/31/2019		PROJECT PERIOD 09/01/2016 - 10/31/2019		TOTAL BUDGET PERIOD COST \$240,000.00			
				TOTAL PROJECT PERIOD COST \$240,000.00			
<b>NOTICE OF AWARD</b>							
Based on your Application dated 07/21/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE				
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS				
U.S. EPA, Region 9 Grants Management Section, EMD 6-1 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105				
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>							
Digital signature applied by EPA Award Official Craig A. Wills - Grants Management Officer					DATE 09/23/2016		

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

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	2 CFR 200 2 CFR 1500 and 40 CFR 33

[illegible]

## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$3,000
2. Fringe Benefits	\$0
3. Travel	\$3,000
4. Equipment	\$0
5. Supplies	\$1,000
6. Contractual	\$193,000
7. Construction	\$0
8. Other	\$40,000
9. Total Direct Charges	\$240,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)	\$240,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

### **Administrative Conditions**

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-march-29-2016-or-later>. 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. Annual Federal Financial Report (FFR) - SF 425**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <http://www2.epa.gov/financial/forms>.

#### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

#### **C. 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.

#### **D. Utilization of Disadvantaged Business Enterprises**

##### **General Compliance, 40 CFR Part 33**

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

##### **Fair Share Objectives, 40 CFR Part 33, Subpart D, Section 33.402**

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

The recipient has either negotiated the following goals with EPA or accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resources Control Board as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market.

##### **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.

## **E. MBE/WBE Reporting**

### **General Compliance, 40 CFR Part 33, Subpart E Reporting Condition**

MBE/WBE reporting is required annually. 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 \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

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 must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> 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.

MBE/WBE reports should be sent to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) . The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm) .

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

## **F. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

## **Programmatic Conditions**

Cleanup Terms and Conditions and Davis Bacon are attached in the award document.

### **Quality Assurance (QA) Requirements**

- a. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 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.
- b. In addition, the recipient must comply with the following QA requirements:
  - i. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water, air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.
  - ii. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption and the recipient contacts the Quality Assurance Manager to obtain approval prior to beginning the sampling work. Contact the QA Office at 415-972-3411. In the event an unforeseen site condition arises during the cleanup work, changes or deviations to the type of contaminant sampled, methodology, or sample spacing, the recipient must contact the Quality Assurance Manager to determine if the Sampling and Analysis Plan must be amended before new work is initiated. If the change is such that a site hazard is created by a delay in the work, the recipient shall contact the Quality Assurance Manager to obtain approval prior to formally revising the document. Minor field deviations (i.e: slight location changes) should be noted in the final cleanup report, but do not require EPA approval.
  - iii. In general, a QAPP or Sampling and Analysis Plan will require



approximately two to four weeks for the EPA Quality Assurance Manager to review and return comments. Documents generally require one revision and re-submittal. The re-submittal review time is typically two weeks.

**c. Cybersecurity:**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) 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)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) 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.

### END OF DOCUMENT ###