

Request for Qualification for
Environmental Consultant Services
for
Environmental Assessment of
Hazardous Materials Brownfields and
Petroleum Brownfields Sites

Issued: Tuesday, December 11th, 2018



INTRODUCTION AND BACKGROUND

The Yreka, California Brownfield Coalition (Coalition) in coordination with the Siskiyou Economic Development Council (SEDC), as project manager, is requesting proposals for a Qualified Environmental Professional (QEP) to conduct brownfields environmental assessment reports for a U.S. Environmental Protection Agency (EPA) Brownfield Cleanup Grant, agreement BF-99T61601-0. The grant proposal was submitted to EPA in December 2016 in the name of the Yreka Coalition, comprising the City of Yreka, the City of Weed and Siskiyou County. The City of Yreka, as lead agency in the Coalition, was awarded the \$600,000.00 grant in June of 2017. The approved Work Plan is attached to this RFP in its entirety (Attachment 2).

The goal of this Coalition is to complete a brownfield inventory for our communities, assess priority brownfields sites, and begin redevelopment planning to create an environmentally sustainable and healthy local economy. The Brownfield sites for assessment by the QEP will be identified by the Coalition Advisory Board with preference placed on the sites with the greatest potential to promote economic, social, and environmental health. Sites will be selected for Phase I and/or Phase II assessments. Prospective sites include a decommissioned airport, several properties destroyed by the 2014 Boles fire in Weed, and distressed properties in the City of Yreka. While the geographic extent of the project extends to the boundaries of Siskiyou County, preliminary sites are located near the town of Montague and within the City limits of Weed and Yreka; along the Interstate 5 corridor.

Qualified firms will complete Quality Assurance, Phase I assessments (maximum of fifteen (15) sites), Phase II assessments (maximum of eight (8) sites) and recommend cleanup or remediation plans (maximum of fifteen (15)). Deliverables will be submitted to SEDC and forwarded for oversight agency approval. Consulting firms will need to meet the SEDC and EPA requirements for consultant services. While the selected consultant will contract directly with the SEDC, the City will be an active participant in the project.

SCOPE OF WORK

All activities conducted with grant funds must comply with the EPA's Cooperative Agreement Terms and Conditions, which is included in this RFQ as Attachment 1. The City of Yreka Cooperative Agreement Workplan is included in the RFQ as Attachment 2.

While SEDC believes that the following scope of work addresses the services needed for a successful project, SEDC also encourages consultants to provide additional or innovative approaches to the work to be accomplished. Each submittal will be evaluated for completeness, experience with similar work, references, and familiarity with federal grant procedures. The scope of services may include, but is not necessarily limited to, services grouped into the following phases:

1. Project Management and Reporting

1.1 The selected consultant will obtain all necessary permits required to implement the project. In addition, the consultant will assist SEDC with the required EPA reporting including providing the required information for the ACRES data base. SEDC will coordinate property access for the selected consultant. Reports and results will be required to be submitted as completed and invoiced and shall not be held until the end of the project time period.

2. Inventory, Site Selection and Approval

2.1 Assist collaboratively with Staff, property owners, and community stakeholders to recommend sites for assessment.

2.2 Assist with the completion of EPA Region 9 Brownfields Site Eligibility Checklist for approval to conduct assessment work for each hazardous waste site. For petroleum sites, follow process as required by State of California Water Board for their approval.

2.3 Assist in preparing a report summarizing inventory results and relating the data to risks to human health and the environment.

3. Quality Assurance and Sampling Plans

3.1 Prior to conducting environmental assessment activities, site specific Sampling and Analysis Plans (SAP) and Health and Safety Plans (HSP) will be prepared by the environmental consultant and provided to the City and SEDC. If necessary, a Quality Assurance Project Plan (QAPP) addressing overall document and data management may be prepared for the City and the SEDC.

3.2 Oversight agency approval of all documents (e.g. QAPP, SAP, HSP) is required for each assessment before beginning field sampling activities. All field sampling activities must be approved by oversight agency prior to sampling.

Deliverables: QAPP (including SAP & HSP) and all other technical reports required by oversight agencies.

4. Phase I Environmental Site Assessments

4.1 A Qualified Environmental Professional (QEP), as described in the All Appropriate Inquiries Final Rule (AAI), will conduct Phase I assessments on selected parcels to support property transactions. Phase I assessments will be completed in compliance with the ASTM standard E1527-05 or ASTM standard E1527-13 as appropriate. Compliance with EPA's Appropriate Inquiries (AAI) Final Rule may be necessary for sites selected to support

property transactions. Up to fifteen (15) Phase I assessments will be completed under this grant.

Deliverables: Up to fifteen (15) Phase I assessments will be completed under this grant. Some sites may require AAI compliant reports for property transactions.

5. Phase II Environmental Site Assessments

5.1 Properties will be selected for Phase II assessments based on the site selection process of the SEDC and on the results of the baseline assessment. The environmental consultant will complete Phase II assessments compliant with ASTM E1527-13, the National Historic Preservation Act (NHPA), and all other applicable laws and statutes on priority sites. As appropriate, the environmental consultant will provide Unanticipated Discovery Plan(s) to SEDC to be approved by oversight agencies prior to conducting work. Each Phase II assessment will include sampling necessary to ascertain the nature and extent of contamination and will recommend alternatives for remediation. Up to eight (8) Phase II assessments will be completed under this grant. Oversight agency approval is required prior to sampling.

Deliverables: Up to eight (8) Phase II AAI compliant reports as necessary.

6. Cleanup Planning

6.1 Based on redevelopment plans and priorities for sites receiving Phase II assessments under this grant, the environmental consultant will provide up to fifteen (15) Analysis of Brownfields Cleanup Alternatives (ABCA) reports. Cleanup planning will include cleanup feasibility, implementation, cost, and end-use. This effort may also include the development of remedy selection documents for critical, high priority sites. The Cleanup Workplan must be approved by the oversight agency.

Deliverables: Up to fifteen (15) cleanup or remediation plans that may include end-use planning reports, risk assessments, and studies.

Consultant's proposal may be used to assist the SEDC in defining the final scope of work and products to be delivered. Proposals are expected to consider all anticipated project components, however the precise scope of services and schedule of work in any contract will be dependent on the consultant selected, funding approvals, and needs of the project. The SEDC may issue separate notices to proceed for various phases of the professional services work and may desire to contract with more than one firm or individual.

All consultants will be required to maintain site-specific expense records and allocate invoiced costs to appropriate funding categories. The successful consultants, and any subconsultants, will be required to comply with a variety of federal contracting and

grant requirements including restrictions on lobbying activities, excluded parties, records retention and availability for audit, affirmative and drug-free employment practices, conflicts of interest, and reporting on compliance efforts. This project requires participation of Minority Business Enterprises (MBE) of 31% and Women Business Enterprise (WBE) participation of 30%, or sufficient documentation of good-faith efforts to comply with these goals is required. Additional information about the MBE/WBE program can be found at <https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu>

PROPOSAL FORMAT

Each prospective consultant shall prepare a written proposal, not to exceed 15 pages, to the SEDC to outline their firm's capability, a proposed method of implementation, anticipated scope of work, primary task schedule, and at least three references regarding similar EPA funded projects.

Statement of Qualifications

Statements of Qualifications shall include the following:

- A list of at least three similar projects that demonstrates the consultant's experience with similar projects funded by the EPA and including the contracted completion dates and the actual completion dates and a list of client references and contact persons. Consultants with experience with rural brownfield evaluation will be preferred.
- A work plan that specifies what work is anticipated to be covered and the key personnel assigned to each element. Include resumes of all key personnel who will participate in the project and an organizational chart to identify areas of responsibility and structuring of staff. Resumes will not be counted within the 15 page limit.
- A statement explaining the firm's overall approach to providing the requested services, including any special areas of expertise, professional contacts, and/or public agency expertise that demonstrate the firm's capability to ensure efficient project completion within identified project deadlines.
- A description of the firm's affirmative action plan aimed at eliminating discrimination based on race, color, religion, sex, or national origin and a description of the firm's previous compliance with the plan.

Proposal Section

The proposal should include the following:

- Names of the firm's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm, including evidence of such authority.
- A list of sub-consultants, if any, to be used to perform the work.
- A list of the persons to be assigned to the project along with a description of the tasks to be performed by each.
- A proposed work plan including estimates of total person-days by position for each item in the work plan.

- The firms' standard fee schedule which identifies the billing rates for each of the key personnel proposed to be utilized for this project and a proposed cost for each of the project deliverable types.

EVALUATION OF PROPOSALS

General

The items listed below will be used to evaluate the written proposals and to arrive at a selection. At the option of the SEDC, interviews may be used as part of the selection process. A consultant selection board will review and rank the proposals and the SEDC will make the final selection. The SEDC will enter negotiations with the firm selected. If such negotiations are not successful, negotiations will then be entered with the next highest-ranking firm.

Criteria for Evaluation of Written Proposals

The following evaluation criteria and weight of importance will be used in evaluating and selecting a consultant.

| <u>Criteria</u> | <u>Weight</u> |
|--|----------------------|
| 1. Experience with similar work | 25% |
| 2. Professional expertise and competence | 25% |
| 3. Familiarity with EPA grant procedures | 20% |
| 4. Accessibility and distance of Project Manager/Staff to site locations | 15% |
| 5. General quality/thoroughness of response to the RFQ | 15% |

INSURANCE REQUIREMENTS

The consultant selected to perform the work shall provide proof of professional, general liability, worker's compensation, and auto insurance coverage acceptable to the SEDC and shall execute a Hold Harmless agreement acceptable to the SEDC. Copies of the coverage limits and other insurance requirements may be obtained on request.

ADMINISTRATIVE INFORMATION

The SEDC reserves the right to reject any or all proposals. This request for proposals and specific statements of qualifications does not obligate the SEDC to enter into a professional services agreement nor does it commit the SEDC to pay any costs associated with the preparation and submittal of a proposal. Requests for additional information required by a firm wishing to make a proposal relative to this RFP/RFQ should contact the person listed below. All proposals and accompanying materials shall become the property of the SEDC upon submittal.

CONTACT PERSON

Alexandria McBride
Siskiyou County Economic Development Council
1512 S. Oregon Street Yreka, CA 96097
alex@siskiyoucounty.org

INTENT TO SUBMIT

Any firm that plans to submit a proposal should send a statement of intent to alex@siskiyoucounty.org by **Friday, January 4th, 2019**.

The statement should include the firm name, contact person, email contact and phone number. No calls will be accepted.

QUESTIONS AND CLARIFICATIONS

Questions pertaining to this RFQ should be sent by email to alex@siskiyoucounty.org . Email responses to inquiries will be sent to all firms that submit a statement of intent. The last day to submit inquiries is **Wednesday, January 9th, 2019**.

SUMMARY OF SCHEDULE

The project timeline below is subject to change.

| | |
|---------------------------------------|------------------------------------|
| Issue Date | December 14 th , 2018 |
| Intent to Submit SOQ | January 4 th , 2019 |
| Last Day for Submitting Inquiries | January 9 th , 2019 |
| Proposal Submission Deadline | January 18 th , 2019 |
| Consultant interviews (if needed) | January 28-31 st , 2019 |
| Award Contracts | January/February 2019 |
| Project Implementation | January/February 2019 |
| Final Reporting and Project Close Out | December 2021 |

SUBMITTAL TIME & PLACE

Proposals will be accepted by the Siskiyou County Economic Development Council until **5:00 p.m. on Friday, January 18th, 2019**. One (1) hard copy plus one (1) electronic copy (in PDF format) of the entire proposal are required.

Hard copy proposals shall be submitted to:

Siskiyou County Economic Development Council
RE: Yreka EPA Brownfield Assessments
ATTN: Alex McBride
1512 S. Oregon Street
Yreka, CA 96097

Electronic copy shall be submitted to: alex@siskiyoucounty.org

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-april-27-2017-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: <https://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 **June 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 no later than **September 30** of the same calendar year. The form with instructions can be found on LVFC's website at <https://www.epa.gov/financial/grants>.

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.
State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

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

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 objective 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.

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 by the California State Water Resources Control Board (CSWRCB) 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 as CSWRCB.

Negotiating Fair Share Objectives/Goals, 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, Joe Ochab at Ochab.Joe@epa.gov, 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.

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 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 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.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov and assigned EPA Grants Specialist. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's website at <https://www.epa.gov/resources-small-businesses/contract-administration-reporting-forms-disadvantaged-business>.

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

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. a. 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 2017 competition for Brownfields assessment cooperative agreements.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the 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.
- c. 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; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as

amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

- d. 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. Activities conducted under assessment cooperative agreements 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 Brownfields Site Determinations

1.
 - a. The CAR must provide information to EPA 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 or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA § 107 and/or has defenses to liability.
 - b. 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. In their 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 the Agency has determined that the property is eligible.
2.
 - 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:
 - (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) 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
 - (4) 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 petroleum program official. Refer to EPA's FY17 Proposal Guidelines for Brownfields Assessment Grants, EPA-OLEM-OBLR-16-08 for discussion on this element.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, 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.2.a. 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 brownfields 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.2.a. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

- 1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
- 2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer. 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 if EPA determines that insufficient progress was not the fault of the CAR. For purposes of assessment cooperative agreements, the CAR demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to 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.

3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

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 Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in Section I.B. 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 section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition does not allow the subrecipient to use EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section III.C.3. for more information on subawards.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in Term and Condition III.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or 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 incurring costs that 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) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
4. The CAR is responsible for ensuring that EPA's Brownfields assessment funding received under this cooperative agreement, or in combination with any other previously awarded Brownfields Assessment cooperative agreements does not exceed the \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment cooperative agreement must include this amount in any total funding expended on the site.
6. Competency of Organizations Generating Environmental Measurement Data:
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

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 thirty days after each reporting period. 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.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield assessment cooperative agreement, versus any other funding source used to help accomplish project activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.

3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR 200.331(d), including the following information on subawards as part of the CAR’s quarterly performance reporting:
 - a. Summaries of results of reviews of financial and programmatic reports.
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
 - c. Environmental results the subrecipient achieved.
 - d. Summaries of audit findings and related pass-through entity management decisions.
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
5. 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 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, cleanup required, contaminants, institution controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. 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. Specifically:
 - a. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction 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.
 - b. To increase public awareness of projects serving communities where English is not the predominant language, recipients 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.
 - c. Project Outreach Materials
 - i) If any document, fact sheet, and/or web material 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."
 - ii) 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: <http://www.epa.gov/ogd/tc.htm>.

G. 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: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

H. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

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

1. To the extent allowable under the workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV. 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. 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.B.; and
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under Section IV.B.2.; 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 (including monitoring of health and institutional controls) as described in the EPA approved workplan. The CAR must maintain records on funds that will be used to carry out its EPA approved workplan to ensure compliance with this requirement.

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 brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;

- f. To pay for a response cost at a brownfields site for which the CAR of the cooperative agreement or subaward recipient is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 200 Subpart E.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards at 2 CFR 200 and 2 CFR 1500*. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.
 - b. Ineligible cooperative agreement administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
 - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
 - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
 - (8) Close out under 2 CFR 200.343.
3. 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 brownfields 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, 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. Program income for the assessment 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, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. 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. Interest earned on program income is considered additional program income.
- c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

V. ASSESSMENT ENVIRONMENTAL 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 EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. 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.

C. 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. 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 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. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. 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 Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to CARs on EPA's website at www.epa.gov/brownfields.
 - 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 C.F.R. 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 the Agency may consider other available remedies under 2 CFR 200.342.

D. 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.

VII. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.

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 end date of the period of performance or the termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement or 2 CFR Part 200.

a. The CAR must submit the following documentation:

(1) The Final Technical Cooperative Agreement Report as described in Section III.G. of these Terms and Conditions.

(2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119 Email: lvfc-grants@epa.gov
<https://www.epa.gov/financial/grants>

(3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional grants office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.

VIII. 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 - - -

Brownfields Assessment Grant Work Plan Outline

A. Recipient Title

Yreka, California Brownfield Coalition

B. Background

The Yreka, California Brownfield Coalition (Coalition) is applying for funding from the United States Environmental Protection Agency (EPA) to assess multiple brownfields and recover from economic and natural disasters that have hit the area. The Coalition is an alliance between Siskiyou County and the cities of Yreka and Weed. The goal of this Coalition is to complete a brownfield inventory for our communities, assess priority brownfields sites, and begin redevelopment planning to create an environmentally sustainable and healthy local economy. The City of Yreka leads this Coalition because we are the largest city in Siskiyou County, share many similar brownfield problems as our neighboring communities, and have experience successfully completing previous brownfield grants from the EPA and the State of California. As lead applicant, we will serve our coalition partners and communities that would otherwise not have access to resources to address brownfields and prepare blighted sites for reuse. Due to the rural nature of our communities, basic maintenance services take up much of the budgets, and with minimal staff capacity to manage grants, it is difficult to find alternative resources to conduct environmental work without EPA help.

We selected our target areas as priorities for assessment because of Yreka's experience with brownfield grants and the Coalition's shared vision for economic development and greenways. Coalition members have overlapping economies where positive economic gains in one community improve surrounding communities. This understanding along with similar demographics make shared investments and coalition grants much easier to organize and coordinate. For example, manufacturing at the county airport, a new greenway in Yreka, or a retail development in South Weed would benefit all coalition members because it creates jobs, grows the economy, and improves the quality of life for all regional residents. Target areas that best addressed the Coalition's shared vision were included as high priorities for brownfield assessment.

This project will occur over a three-year period with guarantee completion in this planned timeline. The first step will be the creation of a Memorandum of Agreement (MOA) between members, outlining the relationship between the City of Yreka as lead, and the City of Weed and Siskiyou County as members of a Coalition Advisory Board (Board). See example MOA in attachments. The Board will preside over how financial decisions are made, sites are

selected, contractors are procured and contracts conducted, and outreach is prioritized. The timing and implementation of key activities are described in the next paragraph and in Section 2b, below. Key activities will generally include inventory, assessment, and planning for reuse. The City of Yreka will administer the grant and make final financial decisions with input from the Coalition Board, community organization partners, and the public.

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.

Outputs: The environmental site assessments (ESA) and project management/reporting will be conducted by professional firms selected through a competitive bidding process. The contractor will conduct 15 Phase I and 8 Phase II ESAs along with 8 cleanup plans and the appropriate quality assurance and sampling analysis plans. Properties will receive assessment reports and the Coalition Advisory Board will ensure assessed properties will be fairly and equitably located in each member’s jurisdiction.

Further outputs include: tracking and measuring milestones and progress regularly against the benchmarks set above and reporting to ACRES/Envirostor, Maps of the area, Brownfields inventory plan, and presentation materials, community involvement materials such as signs, mailings, posters, and factsheets. In addition to the 8 Phase II assessments, the environmental contractor will provide 8 cleanup plans with Analysis of Brownfield Cleanup Alternatives (ABCA) reports on cleanup feasibility, implementation, cost, and enduse for each property evaluated by a phase II assessment.

Outcomes: The contractor will conduct 15 Phase I and 8 Phase II assessments, along with 8 cleanup plans. Inventories for each coalition partner (3) will be assembled. Preliminary areawide plans estimate this grant will provide >100 acres of public greenspace, >100,000 square feet of retail, and >25,000 square feet of office space. This will increase land value and raise aggregate property and business taxes by an estimated 16%, increasing the economic welfare of the coalition communities. The previous Yreka Brownfield Community Assessment grant resulted in 150 jobs created from \$40 million in leveraged private investment. We estimate a similar result from this brownfield grant opportunity.

b. Project Goals

The brownfield sites targeted in this grant project include a decommissioned airport that is a prime opportunity for manufacturing development, several properties in the City of Weed destroyed in a recent major fire, blighted properties in the City of Yreka identified for future greenways and other priority sites. These targeted brownfield sites have been selected in part because of their potential to improve the livability of nearby populations. The cleanup and renovation of these sites remove health risks associated with brownfields, and encourage

sustainable development. This reuse will improve neighborhoods, create jobs, and increase home values. The greatest improvement will be the construction of new developments on these sites that will provide more affordable housing, greater transportation choices, and new affordable retail opportunities. The coalition members, through their Housing, Planning Elements, and Land Use Elements, have indicated that they are targeting brownfields to open new integrated developments which incorporate commercial, residential, and transportation activities. The cities of Weed and Yreka are poised to invest in their transportation infrastructure to improve existing advantages along the I-5 corridor and to encourage corresponding economic developments.

Implementing a brownfields program will support business development, foster job growth, and provide community benefits by creating greenspace and reducing the public's exposure to possible contaminated soils. As we have seen through Yreka's example, companies are willing to move into Siskiyou County when commercial land is available, economic uncertainty is reduced, and the community has increased vitality.

EPA grant funds will be used primarily to hire an environmental contractor to conduct environmental assessments and cleanup planning on targeted brownfield sites. EPA grant funds will also be used to fund other tasks including project management/planning, community outreach, site inventory/selection, quality assurance, and reporting activities. Greater detail on these tasks are outlined below in section D.

D. Tasks

Budgets were determined through an overview of previous brownfield grants in Yreka and Mt. Shasta, as well as from reviewing budgetary outlines received from agency partners such as the California Department of Toxic Substances Control, North Coast Regional Water Quality Control Board, and Center for Creative Land Recycling. All task items will be completed by an environmental contractor and by a project coordination contractor.

Task 1 - Project Management and Planning

Task Description

Personnel, fringe, travel, and consulting actions and costs associated with programmatic management of the grant, such as required performance reporting (ACRES) and oversight. This task will be mostly performed by the City of Yreka and community partners. The task also includes attending workshops and conferences, complete EPA reporting, paperwork and contractor procurement. The environmental contractor will assist with quarterly reports and ACRES and other reporting. Contractor management will include tracking and measuring milestones and progress regularly against the benchmarks set above.

Schedule

Task Start Date: October 2017

Task Completion Date: October 31st, 2020

Deliverables

- RFP/ RFQ or other contractor selection documents
- Report describing project regulatory oversight approach, applicable oversight fees for the project, and points of contact for the regulatory agency.
- Report describing environmental insurance options and proposed/selected product
- Reporting to ACRES/Envirostor

Task 2 - Community Outreach

Task Description

Community outreach will inform the community and other stakeholders about the brownfields project and provide opportunities for them to comment on proposed actions.

All community outreach materials will include EPA acknowledgment as a funding partner (brochures, handouts, websites, etc.). Each City in this Coalition will make efforts to communicate the progress of this grant through a variety of methods to reach the maximum audience possible. At the onset of the project, Coalition members can each communicate the feasibility of the project by pointing to successfully administered Brownfields Grants programs in Yreka and Mt. Shasta, a city 6 miles south of Weed, that have successfully made use of Brownfields Assessment and Cleanup grants from the EPA. Additionally, each Coalition member will conduct public hearings at City Council and County Board of Supervisor’s meetings. These invitations for public input at meetings proved to be effective in involving residents on other projects. The needs of risk-sensitive populations such as those with low-income or sensitive health considerations (seniors/children) will be addressed by county service department heads with public comment. Specifically, the Coalition and community partners will use several outreach methods to enable involvement, including:

Social Media/Websites/Media: Providing regular progress updates through Facebook, Twitter, LinkedIn, and individual City blogs and websites. The Siskiyou County Economic Development Council, one of our committed partners, has a well-established Facebook and Twitter presence to provide regular updates on the project. Also radio, TV stations, and newspaper press releases.

Public Meetings: Status reports will be delivered in public meetings to the City, Councils/Board of Supervisors, City Planning Commissions, Chambers of Commerce, Rotaries, and other clubs. These meetings will serve to both update the jurisdictional leaders on the project and allow for public comment and feedback throughout the life of the project.

Agency meetings: Facilitating cooperation between consultants, the cities, and the public. The Board will organize and preside over meetings with contractors, city council members, county supervisors, and the public to ensure that the information from the assessments will be entered in the ACRES and EnviroStor databases and coalition partner websites.

Schedule – Community Outreach

Task Start Date: January 2018

Task Completion Date: October 2020

Deliverables

- Community involvement plan
- Fact sheets and other outreach materials
- Notes from outreach meetings
- Website for outreach (document with paper print)

Task 3 - Conduct Inventory, Site Selection, and Site Approval

Task Description

Information on brownfield grant eligibility of all inventoried and selected sites will be submitted to either the State DTSC or EPA for site approval. This project will engage Siskiyou communities in identifying, inventorying, prioritizing, and ultimately assessing brownfields for the betterment of community health. The project will start a long-term strategy to invest in sustainable and fair development practices to make communities more attractive, economically viable, and socially diverse. The economic and land-use strategy incorporates commercial and industrial development to support the retention of an economic base.

The Coalition Advisory Board will use an existing inventory of Brownfields sites in Yreka to identify sites with the greatest potential to promote economic, social, and environmental health impacts. This inventory was created through a 2009 Community Wide Assessment (BF-00T30101-0) grant. In choosing sites to assess in Weed and the County, the Coalition will hold several community meetings, inviting stakeholders in each community to identify sites with the greatest impact.

The board will use planning policies from each jurisdiction to coincide with regional and local planning initiatives. The assessment, planning, and redevelopment conducted through this grant will refer to the Yreka Housing Element Update 2014-2019, City of Weed Planning Element (2009-2014), Siskiyou County General Plan (2014), Housing Element (2014), and Land Use Element (1997).

A current brownfield inventory of Coalition communities shows 133 properties ready for phase I and/or II assessments. Priority properties listed below are the best examples in this inventory that address the Coalition’s shared vision of improving economic/job redevelopment and public greenspaces. These properties have been identified as priorities through public resolutions and city strategic planning efforts including:

- 1) The Siskiyou County Airport, a 900-acre former US Air Force base, decommissioned in the 1960s. The Airport is the area's number one priority for manufacturing development as it is zoned industrial.
- 2) North Weed residential and commercial properties not covered by disaster relief following the Boles Fire.
- 3) Central Yreka, along S. Main St. and N. Foothill Dr., and South Weed, along Black Butte Dr., have multiple properties of primarily vacant land poised for infill due to location and infrastructure.
- 4) The Yreka Creek Greenway, an evolving city-wide park/bicycle corridor envisioned as a continuous 5-mile natural pathway along Yreka and Greenhorn Creeks, with portions already complete. The greenway path runs north/south and bisects the city. Yreka Creek runs through several properties with a history of heavy industrial lumber mills.
- 5) Boles Creek in downtown Weed has a defunct automotive shop, on the corner of Main St. and E. Lake St., that the city plans to acquire and convert into a public greenway-park for flood abatement, community events, and tourism.

Schedule

Task Start Date: January 2018

Task Completion Date: January 2019

Deliverables

- Site inventory list
- Plan for selecting sites for further investigation
- Criteria to rank sites
- List of ranked sites
- Site approval forms

Task 4 - Quality Assurance

Task Description

For qualified and approved sites, the Board will contract out the creation of Quality Assurance Project Plans (QAPPs), Sampling & Analysis Plans (SAPs), and Health and Safety Plans (HSPs) for approval by the EPA/DTSC, as required, prior to the start of field sampling.

Schedule

Task Start Date: February 2018

Task Completion Date: October 2018

Deliverables

- Draft QAPP or SAP

- Final QAPP or SAP

Task 5 - Conduct Phase I Activities

Task Description

Preliminary Assessment (Phase I): A Phase I environmental assessment is an initial environmental investigation, which complies with EPA’s All Appropriate Inquiries (AAI) Final Rule (American Society for Testing and Materials (ASTM) ASTM E1527-13), that includes a historical records search to determine ownership of a site, previous usage, and possible sources of contamination. A Phase I report also includes a site visit, interviews, and, in some cases, very limited sampling. Fifteen Phase I assessments will be conducted by a Qualified Environmental Professional. If no significant concerns are identified, Phase II assessments may not be necessary.

Schedule

Task Start Date: July 2018 Task Completion Date: July 2020

Deliverables:

- Phase I (AAI) reports
- Updated AAI reports

Task 6 Conduct Phase II Activities

Task Description

Site Investigations (Phase II): An American Society for Testing and Materials (ASTM E152713) Phase II environmental assessment is an investigation that includes sampling performed at 8 of the sites to confirm the location and identity of environmental hazards. The investigation may include a report of recommendations for cleanup alternatives. EPA will be provided a copy of the contractor’s Unanticipated Discovery Plan. Also, an Analyses of Brownfields Cleanup Alternatives (ABCA) will be provided if the Phase II analysis shows remediation to be necessary.

Schedule

Task Start Date: October 2018 Task Completion Date: July 2020

Deliverables

- ASTM Phase II reports
- Unanticipated Discovery Plan

Task 7 - Cleanup Plans/End-Use Planning**Task Description**

This task will encompass 8 cleanup plans to be performed by the environmental contractor with inputs from the Coalition Advisory Board, community partners, and the public. We will identify these 8 sites and the environmental contractor will characterize the further action, the problem magnitude, and highlight potential actions. The environmental contractor will assemble assessment data from analyses and provide an Analysis of Brownfield Cleanup Alternatives (ABCA) report on cleanup feasibility, implementation, cost, and end-use. We will direct the contractor to identify presumptive remedial options consistent with development objectives. We will then recommend the most effective potential options to remediate issues identified in the 8 cleanup plans. Site owners that are not appropriate under this grant's criteria will receive a recommendation to independently discuss voluntary cleanup agreement options with the State of California Department of Toxic Substances Control (DTSC). In sites owned by Coalition members, we will comply with grant threshold criteria and recommend cleanup planning costs to be addressed using available economic development funds or other leveraged funds where appropriate.

Schedule

Task Start Date: June 2018 Task Completion Date: July 2020

Deliverables

- Cleanup plans
- End-use planning reports, risk assessments, and studies

Task 8 - Reporting Activities**Task Description**

Regular Reporting: The grantee will need to comply with reporting requirements in the grant conditions and should also consult with their individual Project Officers on project specific reporting needs. The grantee 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 your Project Officer:

1. Summary of Successes/Challenges over the past quarter.

2. Assistance Needed from EPA.
3. 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.
6. Spreadsheet of Assessed Sites (for Community-Wide Assessment Grants). Your Project Officer will provide you with a spreadsheet template to track the status of assessed sites.

ACRES Reporting. The grantee will be responsible for inputting site assessment data into the USEPA [Assessment, Cleanup & Redevelopment Exchange System \(ACRES\)](#) database. This database should be updated quarterly. To establish an ACRES account, please contact the ACRES Help Desk at ACRES_Help@epa.gov or (703)-284-8212.

Final Report: The grantee will provide a final summary report describing the initial goals and objectives of the brownfields grant, accomplishment of the goals and objectives, and any changes implemented. The report should highlight lessons learned and clearly describe future tasks which will be necessary to complete the cleanup and development of the site(s). The report should describe resources leveraged during the project (other than the EPA grant), how they were used, and any resources leveraged to continue the project after the expiration of the brownfields grant. The report should include any supporting assessment documents or summaries not previously provided. Use the Final report outline below.

Final Report Outline

1. **Overall Project Goals:** Provide a summary of the project's overall assessment and redevelopment goals.
2. **Successes:** In one to two paragraphs, provide a narrative summary description of the project successes. Provide information on sites that are ready for reuse or have moved to redevelopment, and planning or policy documents completed under the grant. For site specific successes, provide information on the former use of the site, the number of acres, future reuse of the site, and why the site is a priority or catalyst site. Include site photos or schematic images of future reuse plans.
3. **Lessons Learned/Best Practices:** Identify lessons learned and best practices/materials transferable to other communities; opportunities for sharing information, including how the grantee, EPA, and others can share that information across multiple media types (meetings, conferences, changes to local policy, social media, etc.)
4. **Partnering/Leveraging:** Identify significant partnering with other organizations and/or leveraging of resources, as well as any resources leveraged to continue the project after the expiration of the brownfields grant.
5. **Work Plan Accomplishments:** Provide a summary of accomplishments for each of the grant Work Plan tasks and/or any tasks that were not completed and why.

6. EPA Acknowledgement: Include information on how EPA has been acknowledged as a *Page* funding partner in the project.
7. ACRES/Community Wide Assessment Spreadsheet: For Community Wide Assessment grants, include a final site assessment spreadsheet following the template provided. Ensure all the site entries are up to date in ACRES.
8. Budget: Provide a budget table that compares total budgeted amounts and total amounts spent; identify whether any funds will be returned to EPA.

Photos – Email high-resolution photos of sites assessed and redevelopment, as appropriate.

ACRES – Complete [ACRES](#) data entry for the project.

Project Closeout: The grantee will need to comply with annual administrative reporting and closeout requirements in the Terms and Conditions of the Cooperative Agreement, including the forms as outlined on [EPA’s Managing Your Grants](#) website.

Schedule

Project Start Date: Jan 30, 2018, Project Completion Date: December 30, 2020

Deliverables

Project deliverables due to the Project Officer include:

- Quarterly progress reports
- Spreadsheet of Assessed Properties
- Quarterly ACRES updates
- Final Summary Report
- Field reports, if applicable

Administrative deliverables due to the Grant Specialist include:

- [Interim Federal Financial Reports](#) (FFR, SF-425) – Due December 31st, annually □
[Final FFR](#)
- [MBE/WBE Utilization Reports](#) – Due October 31st, annually

E. Schedule of Milestones & Deliverables

Significant milestones from the Work Plan Tasks and all deliverables mentioned under the Tasks described in Part D above are included below. Include grant management reports (FFR, MBE/WBE, etc.) to facilitate your overall successful management of the grant from an administrative and programmatic viewpoint.

| Fiscal Year | Quarter | Quarterly Report Due | Milestones and Deliverables Due with Quarterly Report | Status |
|--------------------|-----------------|-----------------------------|--|---------------|
| 2018 | 1 st | Jan 30 th | <input type="checkbox"/> Selection of Project Manager/ Revised Work Plan | Complete |
| 2018 | 2 nd | April 30 th | <ul style="list-style-type: none"> • Begin selection of Contractor to complete Site Assessment Work and Related Documents (RFP/RFQ) • Begin QAPP or Sampling and Analysis Plan and Health and Safety Plan • Begin Report describing project regulatory oversight approach, applicable oversight fees for the project, and points of contact for the regulatory agency. • Begin Report describing environmental insurance options and proposed/selected product • Community Outreach Plan • Outreach Materials/ Fact Sheets Complete • Notes from outreach meetings • Website for outreach resources (hosting fact sheets/ materials, reports) • Begin Inventory following community outreach feedback | In progress |
| 2018 | 3 rd | July 30 th | <input type="checkbox"/> Continue Inventory and site | |

| | | | | |
|------|-----|-----------------------|---|--|
| | | | <p>approval with EPA/DTSC and community feedback</p> <ul style="list-style-type: none"> • Begin Phase I assessments • Begin End-use planning • Community Outreach progress in Quarterly report • Quarterly report filed • ACRES update posted • Finance report filed | |
| 2018 | 4th | Oct. 30 th | <ul style="list-style-type: none"> • Finish QAPP or Sampling and Analysis Plan and Health and Safety Plan • Finish Report describing project regulatory oversight approach, applicable oversight fees for the project, and points of contact for the regulatory agency. • Finish Report describing environmental insurance options and proposed/ selected product • Begin Phase II assessments on EPA approved sites • Continue Inventory with EPA/DTSC and community outreach feedback • MBE/WBE Report filed • Interim Federal Financial Report • Quarterly report filed • ACRES update posted • Finance report filed | |

| | | | | |
|------|-----|------------------------|--|--|
| 2019 | 1st | Jan 30 th | <ul style="list-style-type: none"> • Finalize Inventory with EPA/DTSC approval • Continue Phase I & II Assessments on EPA approved sites. • Community Outreach progress in Quarterly report • Quarterly report filed | |
| | | | <ul style="list-style-type: none"> • ACRES update posted • Finance report filed | |
| 2019 | 2nd | April 30 th | <ul style="list-style-type: none"> • Continue Phase I & II Assessments on EPA approved sites. • Community Outreach progress in Quarterly report • Quarterly report filed • ACRES update posted • Finance report filed | |
| 2019 | 3rd | July 30 th | <ul style="list-style-type: none"> • Continue Phase I & II Assessments on EPA approved sites. • Community Outreach progress in Quarterly report • Quarterly report filed • ACRES update posted • Finance report filed | |
| 2019 | 4th | Oct. 30 th | <ul style="list-style-type: none"> • Continue Phase I & II Assessments on EPA approved sites. • Community Outreach progress in Quarterly report • MBE/WBE Report filed • Interim Federal Financial Report • Begin cleanup planning • Quarterly report filed • ACRES update posted • Finance report filed | |

| | | | | |
|------|-----|------------------------|--|--|
| 2020 | 1st | Jan. 30 | <ul style="list-style-type: none"> • Continue Phase I & II Assessments on EPA approved sites. • Community Outreach progress in Quarterly report • Quarterly report filed • ACRES update posted • Finance report filed | |
| 2020 | 2nd | April 30 th | <ul style="list-style-type: none"> • Continue Phase I & II Assessments on EPA approved sites. • Community Outreach | |

| | | | | |
|---------|-----|-----------------------|--|--|
| | | | <p>progress in Quarterly report</p> <ul style="list-style-type: none"> • Quarterly report filed • ACRES update posted • Finance report filed | |
| 2020 | 3rd | July 30 th | <ul style="list-style-type: none"> • Complete Phase I & II Assessments on EPA approved sites. • Community Outreach progress in Quarterly report • Complete Draft of ABCA clean up planning • Quarterly report filed • ACRES update posted • Finance report filed | |
| 2020 | 4th | Oct. 30 th | <ul style="list-style-type: none"> • MBE/WBE Report filed • Interim Federal Financial Report • Quarterly report filed • ACRES update posted Final Summary Report • Field reports, if applicable • Final finance report filed | |
| Ongoing | -- | -- | <ul style="list-style-type: none"> □ ACRES update posted | |
| Ongoing | -- | -- | | |

F. Budget Summary

The budget was determined through an overview of previous brownfield grants in Yreka and Mt. Shasta, as well as from reviewing budgetary outlines received from agency partners such as the California Department of Toxic Substances Control, North Coast Regional Water Quality Control Board, and Center for Creative Land Recycling. The total \$600,000 budget is split equally between petroleum and hazardous materials assessment. There will be two contractors acquired through a Request for Proposal (RFP) process. One contractor will coordinate and conduct project management, community outreach, and routine reporting with the Coalition. The other contractor will focus specifically on environmental assessment planning and implementation.