



COMMUNITY REDEVELOPMENT AGENCY

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32168



REQUEST FOR QUALIFICATIONS

Environmental Assessment and Characterization Services City of New Smyrna Beach, Florida

NOTICE IS HEREBY GIVEN that the City of New Smyrna Beach (City) is soliciting Statements of Qualifications to retain up to three (3) qualified environmental contractor firms to provide environmental site assessment and characterization activities and related services on a continuing contract basis for the City under its Brownfields Redevelopment Program. The area within which assessment and characterization activities will be primarily conducted is the City's designated Florida Brownfield Area, (Map Attached, Exhibit 1). This solicitation shall be part of the Consultant Competitive Negotiations Act process as mandated in Section 287.055, Florida Statutes and the City of New Smyrna Beach Purchasing Policy.

The City of New Smyrna Beach's Brownfield Redevelopment Program is funded through a Brownfields Assessment Grant (CFDA 68.818) from the U.S. Environmental Protection Agency (EPA). The grant was awarded in July 2009 and is scheduled to terminate on July 31, 2012. Attached, as Exhibits, are New Smyrna Beach's City Boundaries (Exhibit 1), the Cooperative Agreement Brownfields Assessment Grant Terms and Conditions (Exhibit 2) and the approved Cooperative Agreement Work Plan (Exhibit 3).

Approximately \$380,000 is allocated to undertake and implement site assessment and characterization activities, clean up planning, and community outreach activities.

The submittal shall include all the necessary information to evaluate the experience and capacities of the firm, but shall be limited to seventy-five (75) pages in length. The RFQ shall be submitted to Noleen Foster, CRA Program Manager, 210 Sams Avenue, New Smyrna Beach, FL 32168 by **2:00 PM Wednesday, October 28, 2009**. The selection committee, made up of City staff, shall review the submittals, "short list" and rank the firms. City of New Smyrna Beach staff will then present the top ranked firm(s) for Community Redevelopment Agency approval and request the authorization to negotiate a continuing service agreement with the top ranked firm(s). The results of this negotiation will be reviewed and approved by the New Smyrna Beach City Commission before all parties execute the final service agreement.

Services shall be authorized on a Task Order basis. Selected Firm(s) shall not perform any services under the contract(s) resulting from this solicitation until such time as a Task Order has been fully executed by both parties. The selected Firm(s) is/are not authorized to perform any services, which exceed the authorized funding amount issued for each Task Order.

The terms of the contract shall be set forth in the contract and shall require that the Firm(s) complete all work in a timely manner so that the City of New Smyrna Beach can meet its

deadline requirements under its EPA Brownfields Assessment Cooperative Agreement. The City's period expires on July 31, 2012.

I. GENERAL INFORMATION

The proposers shall abide by the Instructions and requirements included as part of the RFQ documents. Additionally, the proposer shall agree to the following:

1. Submission of proposal documents (One (1) original, five (5) copies and an electronic copy in PDF format) shall be the responsibility of the offering individual or firm. Failure to provide any information requested in the RFQ may result in rejection of the proposal. The City of New Smyrna Beach reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the firm selected.
2. There is no expressed or implied obligation for the City to reimburse responding individuals or firms for any expenses incurred in preparing proposals in response to this request.
3. The City reserves the right to request clarification of information from any proposer. The City also reserves the right to waive minor irregularities in proposals, or to reject any and all proposals when to do so is in the best interest of the City of New Smyrna Beach.
4. In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this submittal prior to their beginning of work, it shall be the responsibility of the successful proposer to notify Kevin Fall, CRA Director at once, indicating the specific regulation which required an alteration. The City of New Smyrna Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
5. Any questions relative to the understanding of Scope of Service shall be directed, in writing, to Noeleen Foster, CRA Program Manager, 210 Sams Avenue, New Smyrna Beach, FL 32168 (386) 424-2266 or e-mail nfoster@cityofnsb.com Questions that may affect the proposer's response to the RFQ will be answered in an addendum that will be distributed to everyone who received a copy of the original RFQ. Any inquiry received seven or more days prior to the date fixed for the receipt of Proposals will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda will be distributed to all parties through Onvia-DemandStar that are recorded by that agency as having received the Proposal Documents. No addenda will be issued later than five (5) days prior to the date of the proposal receipt except addenda, when necessary, that would postpone the date for receipt of the Proposals or withdraw the Request for Proposals. It shall be each proposer's responsibility to make inquiry as to the addenda that have been issued. All such addenda shall become part of the Proposal, and all proposers shall be bound by such addenda, whether or not received by them or not.

6. Questions regarding contractual matters or the proposal process should be directed to Kevin Fall, CRA Director, 210 Sams Avenue, New Smyrna Beach, FL 32168, (386) 424-2160 or e-mail kfall@cityofnsb.com
7. In order to ensure fair evaluation of submittals, ex parte communication initiated by a proposer is prohibited from the time the proposals are opened until a final decision has been made. No proposer may initiate communication with any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a proposer after the submittals are opened must be in writing to:

Kevin Fall, CRA Director
210 Sams Avenue
New Smyrna Beach, FL 32168

The Review Committee may, however, initiate communication with any proposer in order to obtain additional information or clarification necessary for fair evaluation of their submittal. Ex parte communication initiated by a proposer may disqualify that firm from consideration for this or future Requests for Proposals.

Firms responding to this Request for Qualifications must be prepared to meet all federal requirements for work funded by the City of New Smyrna Beach's EPA Brownfields Assessment Cooperative Agreement (Exhibit 2). **Firms must include in their Letter of Interest a statement affirming that they have read, understand and agree to comply with EPA's Terms and Conditions.**

In order for a firm to be considered qualified, a firm must be registered to do business in and have an office located in the State of Florida.

Qualified Minority/Women Business Enterprises (M/WBE) are strongly encouraged to apply. Firms utilizing M/WBE sub-contractors are also encouraged to apply.

II. SCOPE OF SERVICE

The Firm(s) retained shall serve as the City of New Smyrna Beach's professional environmental contractor for the purposes of conducting site characterization and assessment activities, preparing cleanup plans, and providing support assistance in public involvement activities.

A. Phase I Environmental Site Assessments

Firm(s) retained shall conduct Phase I site characterization and assessment activities in accordance with EPA's standard for all appropriate inquiries. The firm(s) shall utilize the practices in American Society of Testing and Materials (ASTM) standard E1527-05, "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site*

Assessment Process,” or EPA’s All Appropriate Inquiries Final Rule. State of Florida Department of Environmental Protection (FDEP) requirements may also apply.

Firm(s) must prepare and maintain EPA Brownfields Property Profile records on the EPA’s ACRES website for each site on which assessment activities are conducted.

B. Quality Assurance Project Plan (QAPP)

Where a Phase I ESA reveals the necessity for further site investigation, the Firm(s) shall prepare a Quality Assurance Project Plan (QAPP) for submittal to and approval by EPA prior to any further site assessment activities occurring. The QAPP shall be developed in accordance with EPA Region 4 Standard Operating Procedures and Quality Assurance Manual; EPA Quality Assurance Guidance for Conducting Brownfields Site Assessments (EPA 540-R-038); and/or EPA Guidance on Quality Assurance Project Plans (EPA QA/G-5) and later revisions.

C. Phase II Environmental Site Assessments

All site assessment and characterization activities shall be conducted utilizing innovation and cost-efficient strategies, and in accordance with EPA requirements for ensuring quality, sampling, appropriateness and health and safety. Sampling and testing shall be conducted in accordance with quality standards prescribed by ASTM, EPA and the Florida Department of Environmental Protection.

- Phase II ESA reports shall include potential remedial alternatives to address areas of confirmed environmental impairment and an order of magnitude cost estimate related to these alternatives. Activities and recommendations associated with this task may include efficient technologies where appropriate.

D. Community Participation/Stakeholder Involvement

Firm(s) may be required to provide technical support for community workshops and public outreach efforts. In addition, Firm(s) may be called upon to produce educational material in support of the City’s community participation and stakeholder involvement efforts.

III. INSTRUCTIONS

1. All questions (SECTION 1 through SECTION 11) are to be answered in full, without exception. If copies of other documents will answer the questions completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled, and total page count is not to exceed seventy-five (75).
2. The City of New Smyrna Beach shall be entitled to contact each and every reference listed in response to any question in this questionnaire. The

consultant, by completing this questionnaire, expressly agrees that any information concerning the consultant in possession of said entities and references may be made available to the City.

3. The consultant shall provide only complete and accurate information. The consultant hereby warrants, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The consultant also acknowledges that the City is relying on the truth and accuracy of responses contained herein. If it is later discovered that any material information given in response to a question was provided by the consultant, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the consultant.
4. If there are any questions concerning the RFQ, the consultant shall submit all questions or comments in written form to Noeleen Foster, CRA Program Manager, by e-mail or facsimile at nfoster@cityofsnb.com or (386) 409-4759.

IV. RFQ CONTENTS BY SECTION

Sections of the RFQ response should be tabbed and arranged in the sequence shown in the following sections.

1. LETTER OF INTEREST

The letter should include a statement indicating your understanding of the work to be performed as well as provide the firm's contact person and the telephone number where the person can be reached. Firms may include a statement affirming that they have read, understand and agree to comply with EPA's Terms and Conditions (Exhibit 2).

2. GENERAL BACKGROUND

- A. Current name, address, telephone, and fax number of consultant.
- B. Previous name and/or address of consultant, if any.
- C. Current President or CEO. Years in that position.
- D. Number of permanent employees.
- E. How many years has your organization been in business as a duly licensed consultant?
- F. How many years has your organization been in business under its present business name?
- G. Under what other or former names has your organization operated, if any?
- H. If a corporation, submit a copy of current Certificate of Authorization from the State of Florida and answer the following: 1) date of incorporation, 2) state of incorporation, 3) president's name, 4) vice president's name, 5) secretary's name, 6) treasurer's name.

- I. If an individual or a partnership, answer the following: 1) date of organization, name and address of all partners (state whether general or limited partnership).
- J. If other than a corporation or partnership, describe organization and name principals.
- K. Name and address of current affiliated companies (parent, subsidiary, divisions).

3. CORPORATE EXPERIENCE – SIMILAR PROJECTS

Provide a narrative of the firm's, and any subcontractor's, experience specifically with regard to EPA Brownfields Assessment Grant activities including characterization, assessment, and remediation planning as it relates to Brownfields redevelopment. Provide examples where innovative and new technologies were utilized over traditional site assessment/characterization and remediation approaches.

4. QUALIFICATIONS OF KEY PERSONNEL, INCLUDING SUBCONTRACTORS

Present a table of key firm personnel that will work on tasks assigned under this RFQ. The table should provide the name, title, function, and indicate the availability of persons. Following the table, resumes for each team member shall be provided.

5. REFERENCES

Provide at least five (5) verifiable references in which the firm has performed Brownfields related activities (or similar site assessment, characterization and remediation efforts); **and** provide a list of any redevelopment projects completed in the last five (5) years.

6. ORGANIZATIONAL CHART

The organizational chart shall identify all key firm personnel and all personnel who will perform work on tasks assigned under this RFQ.

7. TECHNICAL METHODOLOGY, IMPLEMENTATION PLANS, AND SCHEDULE

The proposal must include a description of the procedures and methods to perform innovative environmental assessment and investigation, including sampling and analytical approaches, and technologies. A proposed implementation schedule for conducting site investigation activities shall be provided. Essentially, the firm must provide a projected timeline to the

completion of a Phase I ESA, Quality Assurance Project Plan (QAPP), Phase II ESA, etc.

8. QUALITY CONTROL PLAN

Provide a copy of the firm's Quality Assurance and Quality Control Plan. The Plan should specifically detail all quality control requirements, mechanisms and measures in place for conducting work under this RFQ to ensure the defensibility of project conclusions.

9. INSURANCE COVERAGE

Provide a statement that the firm is capable of meeting all City of New Smyrna Beach insurance requirements, as detailed in Section V (Terms and Conditions) of this RFQ.

10. LEGAL PROCEEDINGS

- A. List all arbitration demands filed by, or against, the consultant in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceedings.
- B. List all lawsuits (other than labor or personal injury litigation) filed by, or against, the consultant in the last five years, identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceedings.
- C. List any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or Occupational Safety and Health Administration concerning labor practices or the project safety practices of the consultant in the last five years. Identify the nature of the proceedings and the ultimate resolutions. Please include your Insurance Experience Modification factor.
- D. List any lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service, or any State revenue department, concerning the tax liability of the consultant in the last five years. Identify the nature of the proceedings and the ultimate resolutions.
- E. Have any criminal proceedings or investigations been brought against the consultant in the last five years? If so, please attach a complete and detailed report with your responses.

11. FINANCIAL STATUS

- A. Provide a list of equipment currently owned and operational.
- B. Has the consultant, or any of its parents or subsidiaries, ever had a Bankruptcy Petition in its name, voluntarily or involuntarily?
- C. Has any majority shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily?
- D. Is the consultant currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity?
- E. What is the consultant's current bonding capacity with a contract surety company for a single project? Identify the surety company and the current line of bonding credit. Provide name and address of current surety agent.
- F. Have Performance or Payment Bond claims ever been made to a surety on any project, past or present? If so, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.
- G. In the past five years, has any surety company refused to bond the consultant on any project? If so, specify the reasons given for that refusal and the name and address of the surety company that refused to bond.
- H. In the past five years, has any surety company refused to bond the consultant's parent company or subsidiaries on any project? If so, specify the reasons given for that refusal and the name and address of the surety company that refused to bond.

V. Terms and Conditions

A. Receipt of Request for Qualifications

Bids that fail to comply with the terms of this RFQ may be considered non-responsive. It is the proposers sole responsibility to assure that its proposal is delivered at the proper time and place of the bid opening. Proposals that for any reason are not so delivered will not be considered. Proposals delivered by telegram, telephone, e-mail, facsimile reproduction and transmission will not be considered.

B. Delivery and Acceptance

Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet the specifications, terms and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the firm takes necessary corrective action. If the proposed corrective action is not acceptable to the City or the firm, final acceptance of the services/supplies may be refused, in which case the City shall not be

liable for payment. The firms shall provide itemized invoices detailing the work completed and out-of-pocket expenses. The City must approve all invoices prior to payment.

C. Indemnification

As respects acts, errors, or omissions in the performance of professional services, the selected proposer agrees to pay on behalf of and hold harmless, indemnify, and defend the City of New Smyrna Beach, its officers, elected officials, and employees from and against any and all claims, action, loss, demands, defense costs, liability or consequential damages of any kind or nature (including, but not by way of limitation, attorneys' fees, and court costs) arising out of, or incidental to, the performance of the contract to be executed or service performed there under.

D. Subcontracting

Firms subcontracting out any portion of the Scope of Service shall clearly identify the name of the proposed subcontracting firms in the proposal. Following the award of the project contract, no additional subcontracting will be allowed without the express prior written consent of the City of New Smyrna Beach.

E. Assignment

The proposer, his/her assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the City Manager or the City Commission.

F. Independent Contractor

The proposer shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship of status. Nothing in this Agreement shall be, in any way, construed to constitute the proposer or any of his/her agents or his/her employees as the agent, employee or representative of the City.

G. Additional Services

For the duration of the contract period, the right is reserved to acquire additional services outside the scope of the contract at a mutually agreed upon price. If additional services are not acceptable, please so note in the submittal.

H. Insurance

Selected proposer agrees to furnish a Certificate of Insurance naming the City of New Smyrna Beach as an additional insurance with General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; Professional Liability with \$1,000,000 combined single limit per occurrence; Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability limits of \$1,000,000 per accident.

I. Termination for Convenience

The City, in whole or in part, may terminate the performance of service under the contract whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of termination. The City shall pay all reasonable costs incurred by the contractor up to the date of termination. The contractor will not be reimbursed for any anticipatory profits that have not been earned to the date of termination.

J. Termination for Cause

If the contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of this contract, the City may terminate this contract by written notice to the contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the contractor shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination less the amount of damages caused by the contractor's breach. If the damages are more than the compensation payable to the contractor, the contractor will remain liable after termination and the City may affirmatively collect damages.

VI. Proposed Schedule of Events

Last date for Inquiries	<u>October 21, 2009</u>
RFQ Submittal Date	<u>October 28, 2009</u>
Evaluation/ranking of firms	<u>November 18, 2009</u>
Notification of firm rankings	<u>November 25, 2009</u>
Oral Presentations to CRA by short-listed firms	<u>December 9, 2009</u>
Contract Negotiations	<u>December 30, 2009</u>
City Commission Contract Approval	<u>January 12, 2010</u>

VII. Proposal Evaluation and Criteria

A RFQ Evaluation Committee comprised of City of New Smyrna Beach staff will evaluate and rank all proposals submitted. It is anticipated that a short list of a minimum of six (6) respondent firms will be compiled, and presentations will be heard prior to final ranking. However, the RFQ Evaluation Committee may elect to forgo oral presentations and rank Firm(s) for submittal to the Community Redevelopment Agency for acceptance. Up to three (3) firms will be qualified and presented to City Commission for final acceptance.

Firm(s) shall be evaluated and points will be assigned based on the following criteria:

1. Professional Abilities/Experience – 50 points

- | | | |
|------|--|-------------|
| I. | Relevant EPA Brownfields Redevelopment Project Experience | 0-15 points |
| II. | Environmental Assessment Experience | 0-15 points |
| III. | Firm Quality Assurance and Quality Control Measures and Approach | 0-10 points |
| IV. | Ability to Produce Services in a timely manner | 0-10 points |

2. Approach to and Understanding of Scope of Service – 30 points

Submissions will be evaluated based on the Firm(s) understanding and approach to the City's Scope of Service and the ability to meet the overall goals of the City of New Smyrna Beach Brownfields Redevelopment Program.

3. Location & Familiarity w/City of New Smyrna Beach – 10 points

- | | |
|--|----------|
| Located w/in Central Florida region | 1 points |
| Located w/in City of New Smyrna Beach | 2 point |
| Experience w/in Central Florida | 3 points |
| Experience w/in City of New Smyrna Beach | 4 points |

4. Certified Minority Business – 10 points

- | | |
|----------------------|----------|
| Principal Contractor | 6 points |
| Subcontractor | 4 points |

VIII. Oral Presentations

The RFQ Evaluation Committee, at its sole discretion, may invite Firm(s) to present before the Community Redevelopment Agency to finalize the selection of the firm(s) to be recommended to City Commission.

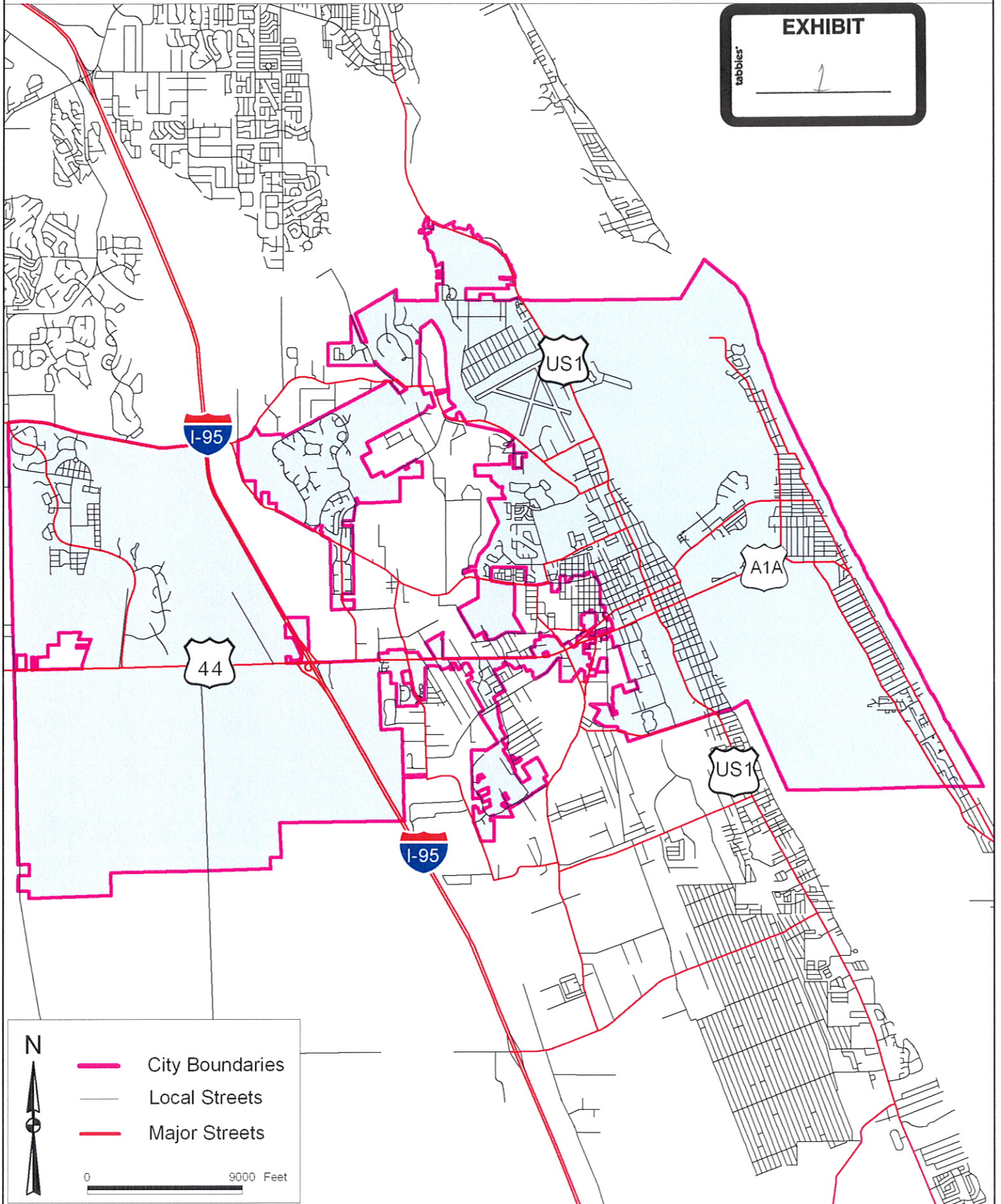
In the event that Firm(s) are invited to make a presentation before the Community Redevelopment Agency, the oral presentations shall consist of a twenty-minute presentation by the Firm and a fifteen-minute question and answer session. The order of presentations shall be the reverse order of the shortlist ranking. For example, the sixth ranked firm shall be first to present and the first ranked firm shall be last.

New Smyrna Beach City Boundaries

EXHIBIT

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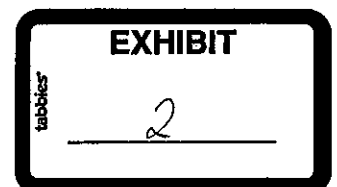
2009 Brownfields Assessment Terms and Conditions for Region 4

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 brownfields sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2009 competition for Brownfields assessment cooperative agreements. However, the CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the final work plan.
- b. In implementing this agreement, the CAR shall insure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.
- d. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE 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.



e. 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 grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (i.e. 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. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. 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 work plan by the 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, the identity of the owner, and the date of acquisition.
 - 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 must provide information sufficient for EPA to make a property-specific funding determination. The CAR must provide sufficient information 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 work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which attests (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* for discussion of this element):
 - (1) that a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) that the State determines there is "no viable responsible party" for the site;
 - (3) that 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) that 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.

- b. Documentation must include the identity of the State program official contacted, the State official's telephone number, the date of the contact, and a summary of the discussion relating to the state's determination that: (1) the site is of relatively low risk, (2) there is no viable responsible party, and (3) the person assessing or investigating the site is a person who 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 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA must also make all determinations on the eligibility of petroleum contaminated brownfield sites located on Indian tribal lands. Prior to incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

- 1. This cooperative agreement is contingent on EPA approval of a Final Work Plan. Unless EPA has notified the CAR that the cooperative agreement work plan has been approved prior to award, a **Final Work Plan** must be approved by EPA within 60 calendar days following the date of award. Any expenditure incurred by the CAR prior to EPA approval of the Work Plan must be consistent with the approved Work Plan in order to be reimbursed by EPA.
- 2. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
- 3. If after 1 ½ year from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, EPA may terminate this agreement. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "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 within one and a half years.

3. Assessment funding for any eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA and then funding is not to exceed \$350,000 at the site subject to the waiver.

B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; review of project phases; and approval of substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determining whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under §107 of CERCLA.
 - 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 II.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 for 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 subgrantees remain responsible for incurring costs that are allowable under the applicable OMB Circulars.

3. The CAR will provide project updates to the State Brownfields or Voluntary Cleanup Program (VCP) contact on a regular basis.
 - a. The CAR will make the State aware of all site-specific Phase II assessment activities to be initiated.
 - b. The CAR will provide the State an opportunity to review and comment on all technical reports, including QAPPs, sampling plans, ABCAs, cleanup plans, and other technical reports.
 - c. States should also be involved in any site eligibility determinations.

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 subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors are consistent with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.3. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant 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.

(Note: Cooperative Agreement Recipients expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.)

D. Quarterly Progress Reports

1. The CAR must report interim progress and any final accomplishments of its project to EPA.

a. The CAR must submit property information via the on-line Assessment, Cleanup and Redevelopment Exchange System (ACRES) at the:

- (a) Commencement of a Phase I assessment, and/or
- (b) Expenditure of \$1,000 or more of grant funds at a property, and
- (c) Completion of a Phase I environmental site assessment, and
- (d) Completion of a Phase II environmental site assessment.

The CAR must submit the updated property specific information within 30 days after the end of the Federal fiscal quarter in which the event occurred.

The EPA Project Officer will provide the CAR with access to the ACRES on-line reporting system to perform the reporting requirements.

The CAR must obtain approval from the EPA Project Officer before expending cooperative agreement funds to purchase adequate computer supplies to complete on-line reporting activities.

b. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:

- (a) Documentation of progress at meeting performance outcomes/outputs, project narrative, project time line and an explanation for any slippage in meeting established output/outcomes.
- (b) An update on project milestones.
- (c) A budget recap summary page with the following headings: (A) Current Approved Budget; (B) Costs Incurred this Quarter; (C) Costs Incurred to Date; and (D) Total Remaining Funds.
- (d) If applicable, quarterly reports must provide separate accounting of costs incurred at hazardous substances brownfields sites and petroleum-only brownfields sites.

c. Recipient quarterly reports must clearly identify which activities performed during the reporting period were undertaken with EPA funds, and must relate EPA-funded activities to the objectives and milestones agreed upon in the work plan including a list of sites where assessment activities were completed.

2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific sites under this grant.

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended by the CAR at petroleum sites identified in the EPA approved work plan.
4. In accordance with 40 C.F.R. § 31.40 (d), the recipient 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 assistance agreement work plan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

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

1. To the extent allowable under the work plan, 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, such 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 grant 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 B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. 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 for monitoring of health and institutional controls. The CAR must maintain records on funds that will be used to carry out the tasks as identified in the EPA-approved work plan. .

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. 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 grant;
 - 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 recipient of the grant or subgrant 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 applicable OMB Circulars.
2. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for Brownfields grants;
 - (2) Record retention required under 40 CFR 31.42;
 - (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;

- (5) Maintaining and operating financial management systems required under 40 CFR 31;
 - (6) Preparing payment requests and handling payments under 40 CFR 31.21;
 - (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
 - (8) Close out under 40 CFR 31.50.
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, 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.
4. The CAR must not include management fees or similar charges in excess of the direct costs or at the rate provided for by the terms of the agreement negotiated with EPA. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the 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 grant funds and program income (e.g., fees) in an interest bearing account.
 - a. Interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.

IV. 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. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
2. **QAPP:** The CAR, or its service agent/contractor(s), must have an **EPA approved Quality Assurance Project Plan (QAPP)** in place before beginning **each** property specific field activity, funded wholly or in part by this agreement, that includes sampling and analysis of environmental media. The CAR should allow EPA adequate time (generally 45 days) for review and approval. The QAPP should be consistent with the EPA Region 4 *“Interim Generic & Site Specific Quality Assurance Project Plan Guidance for Brownfields Site Assessments and/or Cleanups,”* January 2009, and later revisions.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. 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.

D. All Appropriate Inquiry

1. As required by CERCLA §104(k)(2)(B)(ii) and CERCLA §101(35)(B), the CAR shall ensure that a “Phase I” site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-05 “Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process,” or EPA's All Appropriate Inquiries Final Rule. This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

V. Conflict of interest: Appearance of lack of Impartiality

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the 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 grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

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

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

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50 following expiration of the term of the agreement or expenditure of the funds awarded and completion of the activities described by the EPA-approved work plan.

**BROWNFIELDS OUTLINE
ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN**

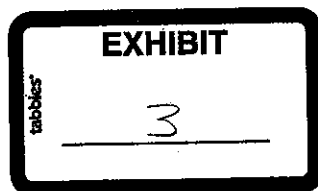
For

New Smyrna Beach
Community Redevelopment Agency
EPA Brownfields Assessment Work Plan
July 17, 2009

Submitted by

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Kevin Fall, CRA Director
386-424-2160



**OUTLINE
OF THE NEW SMYRNA BEACH
ASSESSMENT COOPERATIVE
AGREEMENT WORK PLAN**

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1.0 PROJECT OVERVIEW

- **Project Description**

Through the development of the Community Redevelopment Agency and the 1995 Community Redevelopment Plan, City residents and officials have already established many priorities for redevelopment within the community. This EPA Brownfields Grant will assist the City in addressing key brownfield sites and fulfilling the vision of these community plans.

Initially, the City would like to expand on the goals established in the Community Redevelopment Plan, as well as research redevelopment opportunities outside the Community Redevelopment Area. Through community involvement, the City will continue site inventory activities, site prioritization, followed with Phase I and where called for Phase II Environmental Site Assessments (ESAs) on key brownfield properties. Cleanup and redevelopment planning are anticipated to be conducted for sites requiring cleanup activities.

Overall, the City will seek to conduct ten (10) Phase I ESAs and five (5) Phase II ESAs. The City of New Smyrna Beach will manage the grant using an in-kind contribution of our own personnel to ensure that as much of the grant funding as possible will be dedicated to the initiative's three primary tasks: 1) Community Outreach, 2) Phase I & Phase II ESAs, and 3) Cleanup/Redevelopment Planning. For site cleanup and redevelopment activities, the City will leverage a mix of local investments; state funding, and federal grant programs.

- **Project Team Structure and Responsibilities**

The City of New Smyrna Beach has established partnerships with a variety of local and state agencies to ensure the success of our redevelopment efforts. The FDEP, St. Johns River Water Management, Volusia County, Florida Inland Navigational District and the EPA will provide assistance in implementing grant activities. The City will partner with FDEP for technical review of specific work plans, cleanup plans (ABCAs), and development of Brownfield Site Remediation Agreements including the required Corrective Action Plans.

Kevin Fall, CRA Director and Noeleen Foster, CRA Program Manager will coordinate the community outreach provided by the Community Redevelopment Agency and will lead the City personnel dedicated to managing this EPA Grant. The City technical team will also include Mark Hall - Community Redevelopment Agency Attorney, and Michelle Martin - Community Redevelopment Agency Project Manager/Engineer.

The City will coordinate with the Florida Brownfields Association for technical assistance as well as to ensure the most current information on State programs and resources is taken into consideration while administering this grant. This will require full

utilization of all partnership opportunities such as technical review of specific work plans, cleanup plans (ABCAs) and development of Brownfield Site Remediation Agreements including the required Corrective Action Plans. The Volusia County Health Department will advise on steps required to protect the neighboring population during assessment activities. The City has already established a good working relationship with these organizations and will further the relationships through the successful implementation of this grant.

This team will provide the technical and legal support necessary to execute this cooperative agreement in order to oversee and direct the contractor, review and approve contractor documents and make necessary site-specific decisions. It will also, provide project updates to the State Brownfields contact on a regular basis to review and comment on all technical reports. The state will be specifically notified for all Phase II activities and will be involved in any site eligibility determinations.

Once the contractor has been selected, the CRA project team, EPA and State partners will schedule an on site kick-off meeting in order to familiarize all partners with project expectations, review roles and responsibilities, project schedules, maintenance of agreement records, financial management, and project oversight. The kick-off meeting is intended to ensure that all partners are informed and understand what they need to accomplish their responsibilities.

2.0 PROJECT TASK DESCRIPTIONS

TASK 1 PROJECT MANAGEMENT AND REPORTING

- **Contractor Procurement:**

The City will advertise a "Request for Qualifications" for 30 days using both local newspapers and Demand Star. Respondents will be reviewed and ranked following a procedure developed by the project team that will be done in accordance with 40 CFR Part 31 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Site-specific quarterly budget reporting will be required in order to ensure that expenditures on a single site do not exceed the \$200,000 statutory limit. The contractor procurement language will include a provision to report site-specifically and include an overall programmatic task to include costs that would be shared across all sites. Site-specific sampling and analysis plans would be accounted for individually.

- **Quarterly Reporting:**

The City will submit Quarterly Reports that track the project's progress in fulfilling its scope of work, goals, and objectives. Each report will include an update of project expenditures and track activities and expenses against the project's schedule. Corrective action and work plan modification requests will be identified and appropriate action taken.

Quarterly progress reports will be completed 30 days after the end of each federal fiscal quarter beginning with the performance period of October through December with the first report scheduled for submittal on January 30, 2010 and each report following quarterly as required.

The quarterly reports will be completed in the required format described and copies will be sent to the following three (3) email addresses:

EPA Region 4 Project Officer

1. Margaret Olson -- Olson.Margaret@epa.gov EPA's Brownfields Data Manager
2. (To be verified)
3. State Brownfields Coordinator, George Houston -- George.Houston@dep.state.fl.us

- **Disadvantaged Business Enterprise (DBE) Reporting (also known as Minority Business Enterprise/Women-owned Business Enterprise – MBE/WBE)**

The City will make every effort to support disadvantaged business enterprises with federal funds and will work with both the State Agency and Federal Agency to establish performance targets for federal funds invested in Florida. EPA Form 5700-52A will be used for this reporting due **September 30** and **April 30**.

These forms will be mailed semi-annually to the following address:

EPA Region 4
Grants Management Office
61 Forsyth St. 14th Fl.
Atlanta, GA 30303
Attn: Keva Lloyd

- **ACRES/Property Profile Form:**

Property specific information will be submitted and regularly maintained via the on-line Assessment Cleanup Redevelopment Exchange System (ACRES) database. The information in the quarterly report will correlate and update information currently in ACRES. Relevant portions of the database will be updated for each property as the following occurs:

- a. Within 30 days of the cooperative agreement award for site-specific assessments, or selection of the assessment property for community-wide assessments
- b. Completion of Phase I Environmental Assessment Study
- c. Completion of Phase II Environmental Assessment

d. Completion of the grant

- **Final Performance Report:**

The Final Quarterly Report will become the Final Performance Report. It will be submitted to the EPA Project Officer within 90 calendar days after the expiration or termination of the award. The report will generally contain the same information as in the Quarterly Progress Reports and ensure that copies of all site documents covering the entire project period have been provided to the EPA, including photos of the assessment site(s). In addition, the Final Performance Report will specifically address lessons learned during the project both by the City and contractor(s) in implementing the Brownfields assessment as well as successes achieved.

TASK 2 PUBLIC INVOLVEMENT

The Community Redevelopment Agency will provide a support role for community awareness of development opportunities and business promotion programs within the Community Redevelopment Area. The CRA will hold meetings with the community and individual City organizations to monitor project accomplishments and activities, provide feedback on planning activities, and coordinate community involvement. In addition, the City and CRA members will conduct community meetings to relay results of assessment activities and keep the community involved and informed of project activities.

The City has held repeated public meetings to discuss key development issues and will continue these forums to prioritize potential sites for assessment activities and solicit feedback on cleanup and redevelopment plans. Information will also be distributed through the community partners, articles in local media outlets, Volusia County Economic Development Quarterly, public notices, and public meetings.

TASK 3 SITE INVENTORY AND CHARACTERIZATION

Through the economic downturn, the economy of New Smyrna Beach has been affected by a decrease in visitors, which significantly affects the residents that work and own businesses in the City. Not unlike other urban areas, the City has also seen declining business activity and investment in the historic core commercial areas in favor of suburban investment. Many of the buildings in the historic core are aging and many lack modern amenities associated with contemporary development. Along the collector roadways and corridors in New Smyrna Beach, vacated buildings and potential brownfields sites exist which has blight the natural beauty the City has to offer.

Redevelopment of the potential brownfields sites will not only improve the appeal of the community, but will also enhance redevelopment opportunities that would be attractive to future New Smyrna Beach visitors. To ensure financial stability, the City must ensure

that visitors enjoy their time in the area and share/promote the opportunities that the City of New Smyrna Beach has to offer.

The City recently conducted a survey of potential brownfield sites and identified numerous potential sites for consideration. Of those sites, the following nine (9) brownfields sites are top priorities based on their potential contamination, location, and their overall effect on the community.

- New Smyrna Beach Airport Industrial Park Property – formerly a sanitary landfill utilized during World War II. The City acquired the property after contamination occurred. The redevelopment of the site is needed for the continued economic development connected with the Airport.
- Badcock Building – 524 Canal Street - formerly used as a drycleaners. In addition, this property may be impacted by a petroleum groundwater contamination plume from the former Florida East Coast Railroad Maintenance Yard that was once located west of it. Located in the middle of the historic downtown commercial district in the southeastern corner of Canal Street and Highway US 1.
- Dunn Property – 533 Canal Street - Formerly utilized as a lumberyard. An environmental assessment revealed arsenic contamination at levels greater than established risk-based standards, but additional assessment is necessary. This property is located in the middle of the historic downtown commercial district on the northwestern corner of Highway US 1 and Canal Street.
- FEC Property – This property begins at the southwestern corner of Canal Street & Highway US 1 extending south to 10th Street and encompasses approximately 180 acres. Possible underground petroleum plume contamination originating from the former Florida East Coast Railroad Maintenance Yard.
- Foley's Dry Cleaning – 225 S. Dixie Freeway (Highway US 1). Dry cleaning chemical contamination, as well as contamination from the petroleum plume from the Florida East Coast Railroad Maintenance Yard, is possibly impacting this site.
- Administrative Office Building – 120 North Causeway. This property connects the City's two historic commercial districts and is surrounded by marinas that have potentially suffered from fuel contamination. The City is interested in redeveloping the property as a hotel in conjunction with public open space.
- North Causeway Boat Ramp Park – The property has possible fuel contamination from boat maintenance activities.
- City Marina Area – 179 North Causeway – The property has possible fuel contamination from boat maintenance activities.

Based on the former use of these properties, both hazardous and petroleum contamination is a concern for the region. Some of these sites are located near residential areas; others are adjacent to area waterways and beaches. The proximity of these sites to such sensitive human and ecological populations causes the potential to seriously affect the environmental health of the residents and the marine eco-system of the area.

Wildlife and humans can suffer from immune system damage (especially children and the elderly), reproductive problems (miscarriage and sterility), birth defects, damage to internal organs such as the liver, kidney and digestive tract, and cancer. Arsenic, another serious toxin, can cause intestinal troubles, decreased production of red and white blood cells, skin irritation, reproductive problems (miscarriage and sterility), immune system damage, and may increase the risk of certain types of cancer. Plants can absorb arsenic easily and the contaminant can quickly pass through the food chain to fish, birds, and people. As a beachfront community and recreational area, fishing and boating are popular pastimes, and the waterways provide an easy pathway for contaminants to impact the community's vulnerable populations.

With this in mind the City fully understands the need to incorporate the CPA requirements related to the Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act Section 404, prior to proceeding with any planned fieldwork under the Cooperative Agreement.

- **Site Characterization – Phase II Assessment:**

The City plans to perform additional assessments on any of the above-mentioned sites that upon completion of the initial Phase I Assessment review indicate a Phase II Assessment or other assessment activities are warranted. At that time, the City will acquire the necessary EPA-site approval to incorporate into the cooperative agreement funds expenditure.

If Phase II sampling results suggest that a site cleanup is needed, additional sampling may be required to sufficiently characterize the site to reasonably determine the costs of cleanup. In that case, additional sampling may be performed.

TASK 4 CLEANUP PLANNING

The City plans to use assessment grant funds to evaluate and select appropriate remediation strategies. An Analysis of Brownfields Cleanup Alternatives (ABCA) will describe the findings of the assessment phases, and will present an evaluation of cleanup alternatives for the review by the State VCP project manager to help ensure that cleanup plans will ultimately be acceptable to the State.

The ABCA will include:

1. Information about the site and contamination issues such as exposure pathways, identification of contaminants, contaminant levels and contaminant sources, source

- volume or other estimates as needed to compare relative costs between remedies
2. Identification of the contaminants of concern
 3. A summary of cleanup / protectiveness standards, applicable laws and regulations.
 4. A description of the remedial alternatives consider.
 5. Assessment of the effectiveness, implementability, and the cost of each alternative.
As part of the evaluation of effectiveness, discuss whether/how each alternative would achieve cleanup / protectiveness standards and would comply with applicable laws and regulations
 6. A comparative analysis of the alternatives considered
 7. A selected or proposed alternative

3.0 WORKPLAN / REPORTING TEMPLATE

The work plan, reporting template, task description, schedule description, responsible party descriptions, deliverables/outputs/milestones and budget descriptions will be identified and developed with the assistance of the consultant and will be included in the consultant contract negotiations. The City is aware that project costs for community-wide recipients must be broken down by site to ensure that any one site does not account for costs exceeding the \$200,000 statutory maximum allowed per site.

Project costs must also be accounted for according to the hazardous and petroleum accounting codes and must break out the hazardous and petroleum costs. This may involve judgment calls for sites that contain both hazardous and petroleum contaminants.

The work plan template will be updated and submitted as the quarterly report template along with the original work plan budget and schedule along with a budget update to verify that the budget is remains on schedule. The City understands that changes to the budget require EPA notification and that once the cumulative changes exceed 10% of the total budget, a formal grant amendment is required.

4.0 DETAILED SCHEDULE DEVELOPMENT

Attachment 2 provides detailed guidelines for concurrent task schedule development. For that reason, a Grant chart software tool will be developed to help make the schedule into a useful visual aid as recommended. This will allow the City to include sufficient time for management or governing board approvals as may be necessary at critical points in the project. Schedule development will be further discussed with the City's EPA project officer.