



**REQUEST FOR PROPOSALS
PROFESSIONAL ENVIRONMENTAL SERVICES
RISK ASSESSMENT
Former RCA Facility Building 8
Front Street & Cooper Street
Camden, New Jersey**

ISSUE DATE: SEPTEMBER 30, 2019

**ISSUED BY:
CAMDEN REDEVELOPMENT AGENCY**

**DUE DATE AND TIME
OCTOBER 22, 2019 – 12:00PM**

Attn: Johanna S. Conyer, Director of Finance
Camden Redevelopment Agency
Camden CRA Hall, 520 Market Street, Suite 1300
Camden, NJ 08101

**REQUEST FOR PROPOSALS
PROFESSIONAL ENVIRONMENTAL SERVICES
RISK ASSESSMENT
FORMER RCA BUILDING 8 – CAMDEN, NJ**

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ADVERTISEMENT

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS will be received at **12:00 P.M. on October 22, 2019**, by Johanna S. Conyer, Director of Finance, Camden Redevelopment Agency, 520 Market Street, Suite 1300, Camden City Hall, Camden, NJ 08101 for the following project:

REQUEST FOR PROPOSALS

PROFESSIONAL ENVIRONMENTAL SERVICES RISK ASSESSMENT FORMER RCA BUILDING 8 – CAMDEN, NJ

The Request for Proposals may be downloaded from the Camden Redevelopment Agency website <http://camdenredevelopment.org/>. It is the responsibility of prospective Respondents to check the Camden Redevelopment Agency website for any addenda to the Request for Proposals that may be issued prior to the proposal submittal date.

Inquiries regarding the RFP shall be sent by fax or email no later than **12:00 P.M. on October 4, 2019** to Johanna Conyer, Email: joconyer@ci.camden.nj.us. Fax: 856-968-3541. No oral response to any question by any Camden Redevelopment Agency employee or agent shall be binding on the Camden Redevelopment Agency or in any way considered to be a commitment by the Camden Redevelopment Agency.

During the RFP preparation of response period, CRA may issue addenda, including amendments or answers to written inquiries. Those addenda will be noticed by CRA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date. Addenda shall be issued no later than **October 11, 2019**.

Proposals shall be submitted to the CRA in sealed envelopes with two (2) printed copies of the narrative proposal in one sealed envelope and two printed copies of the price proposal in a separate sealed envelope, prepared as described in the RFP. A professionally labeled CD containing an electronic cover-to-cover copy of the narrative proposal in PDF format shall be included in the envelope containing the narrative proposal. A professionally labeled CD containing an electronic copy of the price proposal in PDF format shall be included in the envelope containing the price proposal.

The sealed envelopes containing the proposal documents and CDs shall be marked clearly on the outside of the envelopes with the following words: “Request for Proposals, Professional Environmental Services, Narrative Proposal or Price Proposal” (as appropriate). The Respondent's name, address and telephone number shall be clearly marked on the envelope. The sealed envelopes containing the proposal documents/ CDs shall be delivered to the following address:

Attn: Johanna S. Conyer, Director of Finance
Camden Redevelopment Agency
Camden City Hall
520 Market Street, Suite 1300
Camden, NJ 08101

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RISK ASSESSMENT
FORMER RCA BUILDING 8 – CAMDEN, NJ**

REQUEST FOR PROPOSALS

The Camden Redevelopment Agency (CRA) is requesting proposals and qualification statements from qualified individuals and firms (Consultants) to provide Professional Environmental Services to perform a Risk Assessment for the former RCA Building 8 Site at Front Street and Cooper Street, Camden, New Jersey. Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). If selected, the CRA Board of Commissioners will approve a resolution awarding a “fair and open” contract, pursuant to N.J.S.A. 19:44A-20.4 et seq., for professional services for a sum not to exceed a specified amount to be determined by CRA based on the submissions associated with this solicitation. Work will be funded by a grant from the US Environmental Protection Agency (EPA).

Pre-Proposal Meeting and Site Walk

A pre-proposal meeting or site walk will not be held for this procurement process.

Questions

Inquiries regarding the RFP shall be sent by fax or email no later than **12:00 P.M. on October 4, 2019** to Johanna Conyer, Email: joconyer@ci.camden.nj.us. Fax: 856-968-3541. No oral response to any question by any Camden Redevelopment Agency employee or agent shall be binding on the Camden Redevelopment Agency or in any way considered to be a commitment by the Camden Redevelopment Agency.

Addenda

During the RFP preparation of response period, CRA may issue addenda, including amendments or answers to written inquiries. Those addenda will be noticed by CRA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date. Addenda shall be issued no later than **October 11, 2019**.

Submission of Proposals

Proposals are due no later than 12:00 p.m. local time on **October 22, 2019** by mail or hand delivery to the following address:

Attn: Johanna S. Conyer, Director of Finance
Camden Redevelopment Agency
Camden City Hall
520 Market Street, Suite 1300
Camden, NJ 08101

Proposals shall be submitted to the CRA in sealed envelopes with two (2) printed copies of the narrative proposal in one sealed envelope and two printed copies of the price proposal in another

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sealed envelope, prepared as described in this RFP. A professionally labeled CD containing an electronic cover-to-cover copy of the narrative proposal in PDF format shall be included in the envelope containing the narrative proposal. A professionally labeled CD containing an electronic copy of the price proposal in PDF format shall be included in the envelope containing the price proposal.

The sealed envelopes containing the proposal documents and CDs shall be marked clearly on the outside of the envelope with the following words: "Request for Proposals, Professional Environmental Services, Narrative Proposal or Price Proposal" (as appropriate) with the Respondent's name, address and telephone number.

SELECTION AND EVALUATION CRITERIA

All Respondents will be judged as whether they are responsive to the RFP as well as qualified to perform the Scope of Services. The complete Form of Proposal as specified must be submitted for a firm to be considered responsive. If any of the items are missing, a firm will be considered non-responsive. Proposals will be evaluated using the following criteria:

1. Responsiveness to the RFP (20%)
2. Demonstrated understanding of the project and scope of work to be performed (30%)
3. Relevant experience, qualifications and references (25%)
4. Schedule for the project (8%)
5. Pricing (15%)
6. MBE/ WBE goal attainment and / or local hiring efforts (2%).

SITE BACKGROUND

Building 8 of the former Radio Corporation of America (RCA) Facility is located at the south eastern corner of Front and Cooper Streets in the City of Camden, New Jersey. It is an improved lot with a 10-story, 120,000 square foot (SF) steel, brick and concrete building. The subject property is identified as Block 72, Lot 1 on the City of Camden Tax Map. A site location map can be found as **Figure 1**. A tax block / lot map of the site can be found as **Figure 2**.

The parcels were historically used by the RCA Company for manufacturing activities. The subject Building is vacant and in deteriorating condition. In 1995, floors 8, 9, and 10 were damaged by fire, smoke and water. The site has a history of environmental contamination. The site is an active site in the New Jersey Department of Environmental Protection's (NJDEP) voluntary cleanup program. Extensive environmental sampling has been conducted at the site and data is available for review. The CRA is the owner of the property.

Multiple environmental investigations have been conducted at the subject property for several years through which it has been discovered that PCBs and Dioxins are present in the building interior. A Remedial Investigation Report / Remedial Action Work Plan (RIR/RAWP) for the building interior was approved by the NJDEP and other state agencies having jurisdiction with the work January 26, 2009. A building interior Risk Assessment was conducted and final report was prepared by Avatar

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Environmental, September 2009 to support the building interior residential cleanup standards set forth in the approved RAWP.

Subsequently, on December 1, 2011 an “Amendment to Dioxin Remediation Strategy”, (a.k.a RAWP Amendment, 2011) was submitted to NJDEP and other state agencies overseeing the building interior remediation efforts. The RAWP Amendment requested to revise the site-specific remediation standard for Dioxin to 60 parts per trillion (ppt) toxicity equivalent (TEQ) of 2,3,7,8, TCDD and to complete pre-occupancy wipe sampling for PCBs and Dioxins in lieu of pre-occupancy air sampling. The state agencies approved of the amended remediation strategy for residential reuse on March 28, 2012.

Historic documents and analytical data provided as part of this RFP are the result of the NJDEP file review conducted in 2019 and represent the entirety of the documents the CRA is able to provide for this site. The files are in PDF format, no other format will be provided.

A listing of the project documents obtained during the NJDEP file review is presented in **Appendix A**. Copies of historic documents and analytical data are available for download:

<https://spaces.hightail.com/receive/h7mdbynPCE>

The CRA desires to evaluate the impact to remediation activities should the end use of the property be changed from residential to non-residential reuse. As such, it is important to develop site-specific remediation standards for non-residential exposure scenarios for both temporary workers during construction as well as permanent workers in the case of non-residential reuse. The scope of work requested in this RFP involves conducting a human health risk assessment for the subject property as for such reuse scenarios. Specific scope of services are described below.

SCOPE OF SERVICES

The following section presents the specific tasks, which shall be performed as part of this Scope of Services. The Consultant shall provide all required labor, equipment, materials and services and all else necessary to perform the tasks presented in the Scope of Services.

Certain assumptions have been made in preparing this Scope of Services. To the extent possible, these assumptions are stated herein. If the work tasks required are different from the assumptions presented herein or if the CRA desires additional services, the resultant changes in scope and budget may serve as a basis for modifying this Scope of Services as agreed to by both the CRA and Consultant.

IT IS ASSUMED THAT ANY INFORMATION AND/OR DATA PROVIDED TO THE RESPONDENTS AS PART OF THIS SOLICITATION HAS BEEN FOUND TO BE ACCEPTABLE AND USABLE BY THE RESPONDENTS UNLESS INDICATED OTHERWISE BY THE RESPONDENTS IN THEIR PROPOSAL.

All work undertaken as part of this Scope of Services will be performed in accordance with all local, state and federal laws and regulations. It is not the intent of the following description of the specific tasks to outline those technical requirements adequately covered by referenced law,

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regulations, and standards. The Consultant shall furnish high quality work meeting all requirements of this RFP, industry standards, and applicable local, state and federal regulation.

Task 1: Review of Environmental Case Files and Data Management

- A. The CRA shall provide to the Consultant all historical environmental files obtained as a result of the NJDEP file review conducted in 2019. These files include the reports of remedial investigation and remedial actions cited in the RFP, and associated correspondence with regulatory agencies. The Consultant shall review and use these files as necessary to complete the Scope of Work.
- B. The Consultant shall compile the existing relative data into a project-specific electronic database repository, including all analytical parameters and location coordinate information.
- C. Database repository shall be maintained by the Consultant and made available to the CRA until completion of site redevelopment.
- D. Basis of Payment - Payment shall be made on a time and materials basis at cost not to exceed the bid price listed on the bid form.

Task 2: Risk Assessment

- A. The selected Consultant shall conduct a risk assessment for the project. The work shall include conducting an analysis of Non-Residential Use Exposure Scenarios for PCBs and Dioxins with existing analytical data. No new analytical data is expected to be collected to support this task.

The goal of the assessment is to establish cleanup standards for PCBs and Dioxins that are adequately protective of human health for future temporary construction workers and permanent workers (non-residential reuse), in accordance with the most recent agency approach and for evaluating human health risk.

- B. The Contractor shall identify and address relevant regulatory frameworks for building interior remediation that have emerged since 2011 and review with CRA as applicable.
- C. The risk assessment should characterize actual populations in relation to specific sources of exposure to PCBs and Dioxins and should include exposure from all relevant sources.
- D. The assessment should generally include a Human Health Risk Assessment, Identification of Data Gaps, and an opinion on site specific allowable contaminant concentration levels. The assessment should focus on an analysis for temporary workers during construction and for permanent workers of the building.
- E. The following issues should be addressed:
 - 1. Risk posed by PCB-contaminated and Dioxin materials before and after remediation;

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2. Populations potentially at risk;
 3. Primary exposure pathways of PCBs and Dioxin to the receptors of concern;
 4. Site characteristics that are most important in affecting PCB and Dioxin exposure;
 5. Reliability of the cleanup standards being proposed;
 6. Reliability of risk estimates for human health;
 7. Evaluation of the proposed sampling approach to determine if it is statistically sound, health protective, and adequately ensures that no significant amount of PCBs or Dioxin concentrations remain after cleanup; and
 8. Any other activity or effort needed to meet the objective of the CRA.
- F. An assessment of the significant pathways and contaminants shall be performed to determine which parameters are most responsible for a particular exposure pathway being a dominant contributor to risk.
- G. Sensitivity analysis should also be performed by assessing the results of the risk analysis by varying the pertinent input parameters over the entire range of their observed value. Those parameters which are most significant should be identified and ranked in order of importance.
- H. The selected Consultant shall prepare a draft and final report documenting the findings of the risk assessment. This effort shall result in a legally defensible work product.
- I. The report shall be submitted to the CRA Representative in draft for review and comment prior to finalizing. The Consultant shall then incorporate comments from CRA into the documents and resubmit them to CRA. All draft documents may then be subsequently submitted to EPA, and other agencies having jurisdictional authority including the NJDEP and the New Jersey Department of Health (NJDOH) as may be required, for review and approval (i.e., two rounds of review and comment). The Consultant shall incorporate agency comments into the documents and resubmit them to CRA for approval to finalize, and then resubmit the final document to the agencies.
- J. The resultant report shall include all limitations and assumptions utilized to perform the analysis. A scientifically sound and industry accepted methodology must be followed and documented in the report which systematically identifies the parameters and mechanisms for exposure to contaminants in the environment. Any data gaps shall be specifically identified. Assumptions and uncertainties shall also be identified in the exposure scenarios evaluated.
- K. Basis of Payment - Payment will be made at the corresponding lump sum bid price. Half of the task will be payable upon receipt of delivery of the draft risk assessment report. The balance of the payment will be payable upon acceptance of the final risk assessment report.

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Task 3: Project Meetings

- A. The Consultant shall promote good communication and coordination of all relevant parties throughout the project.
- B. The Consultant shall provide regular updates and progress reports to the CRA and the CRA's Representative throughout the project. Upon request by the CRA's Representative, the Consultant shall provide summary letter reports.
- C. Project Meetings:
 - 1. Kick-off Meeting: Upon receipt of written Notice to Proceed, the Consultant shall prepare for and attend one (1) kick-off meeting prior to the commencement of work with the CRA and other parties as required. The kick-off meeting shall be used to review the Consultant Scope of Services, determine project goals and requirements, update and agree project schedule, coordinate efforts, review payment procedures and set communication protocols.
 - 2. Progress Meetings: The CRA's Representative will schedule and administer up to four (4) meetings (in addition to the kick-off meeting) throughout progress of the Work as needed including:
 - a. The Consultant shall attend a Progress Meeting to present preliminary findings for the risk characterization analysis. Upon completion of this meeting approval for proceeding with the draft report preparation shall be provided.
 - b. The Consultant may be called upon to attend meetings to present and discuss findings of the work effort to the regulatory agencies involved in the project.
 - c. Following approval of the risk assessment the Consultant may be called upon to attend meetings to coordinate a regulatory framework with the agencies involved in the project in order to establish protocols for clean-up and sampling.

The CRA will facilitate meetings with regulatory agencies. The Consultant shall assist in identifying key personnel, attend the meeting, provide support, present information, and participate in discussions as may be required.
- D. The Consultant shall provide to the CRA, prior to initial kick-off meeting, a schedule describing actions to be taken by the Consultant to complete the work required by this Scope of Services. The project schedule shall be updated periodically as necessary and to the satisfaction of the CRA without additional cost to the CRA.
- E. Within one week after each meeting, the Consultant shall provide to the CRA a written summary of the meeting to serve as the meeting record. The CRA reserves the right to provide comments and corrections to the meeting record.
- F. Basis of Payment - Payment shall be made at the corresponding unit bid price on a per meeting basis upon completion of each meeting and acceptance of the associated meeting summary deliverable.

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Task 4: Support to Establish Regulatory Framework

- A. An allowance of forty (40) hours is to be made by the CRA to accommodate work to be performed by the Consultant following approval of the risk assessment in connection with establishing a regulatory framework. For the purposes of responding to this solicitation, assume these 40 hours will be performed by the principle investigator of the Risk Assessment.
- B. The project was formerly regulated by the NJDEP under the voluntary cleanup program, in combination with the New Jersey Department of Health and Senior Services (NJDHSS), which is now operating as the New Jersey Department of Health (NJDOH). As a result a regulatory framework will need to be established with the agencies involved in the project moving forward. Such agencies may be expanded to include the US Environmental Protection Agency.
- C. This task is independent of meetings the Consultant may be called upon to attend to coordinate a regulatory framework with the agencies involved in the project, as referenced in Task 3.
- D. This task may include, but is not necessarily restricted to, communication and coordination with CRA and the CRA Representative, communication and coordination with authorities having jurisdiction, response to questions, and any other activity or effort needed to meet the objective of the CRA that is independent of the general support and implementation of the other tasks presented in this scope of work. The Consultant must obtain pre-approval from the CRA and/or the CRA Representative prior to performing any work associated with this task.
- E. Basis of Payment - Payment shall be made on an hourly basis at cost not to exceed the bid price listed on the bid form.

FORM OF PROPOSAL

Consultants must demonstrate the ability to complete the required Scope of Services through superior competence, skill and experience in the planning and execution of risk assessment, compliance with New Jersey Department of Environment Protection (NJDEP) statutory programs, the U.S. Environmental Protection Agency (EPA) Brownfield Assessment and Cleanup programs, and other agencies as appropriate. In addition, the Consultant shall demonstrate that they possess the professional, financial and administrative capabilities to provide the described services; and a willingness to work under the compensation terms and conditions determined by CRA.

Respondent's submission in response to this RFP shall constitute acceptance by the Respondent of the terms and conditions of the RFP.

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Narrative Proposal Submission

Respondents shall provide to the CRA a written narrative proposal containing the following elements in the order listed and as described below:

1. Cover Letter

Provide a cover letter on the Respondent company letterhead and signed by the Principal-in-Charge or other company official authorized to provide proposals and make agreements on behalf of the Respondent firm. The letter shall certify that the Respondent firm possesses the professional, financial and administrative capabilities to provide the required services; and confirm willingness to work under the compensation terms and conditions determined by CRA. The contact information including phone number and email address for the Respondent's contact for the proposal shall be included.

2. Table of Contents

3. Professional Information

Respondents shall provide a demonstration of the required experience and expertise to perform the required services of this RFP. Include details of the Respondent firm's relevant experience and competence to perform the required work. This section of the proposal shall contain a detailed description of the following items (limited length of fifteen pages for this information):

A. Company Profile

B. Qualifications & Experience for similar work previously performed (limited length of six pages for this information)

C. Methodology for Scope of Work

The Respondent shall take special care to describe the proposed activities to complete the Scope of Services included with the Respondents proposal. This description should detail all activities necessary to complete the work. Proposals that do not address the scope of work provided will be considered non-responsive.

The Respondent shall provide a tentative schedule to complete all requirements of the Scope of Work including estimated dates and durations.

D. MBE/WBE Utilization / Local Hiring

List any MBE/WBE team members that will be used for implementation of the scope of work. MBE/WBE certification documentation must be provided in the proposal. The Consultant awarded the contract will be required to provide information pertaining to MBE/WBE utilization to include contract / fee amounts.

The CRA encourages the hiring of Camden residents. Please provide information regarding the use of Camden residents, if applicable, for the implementation of the scope of work.

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E. Client References

List public sector entities for which the Respondent firm provided services of similar nature as contained in this RFP in the past four years. Provide three recent client references and their telephone numbers.

F. Key Personnel Certifications and Qualifications

Provide the name of all key personnel assigned to the project. Include qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals. Resumes can be included as an attachment and will not count toward the page limit.

4. Required Submittals

Consistent with the Pay-to-Play Law, N.J.S.A. 19:44-20.4 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. the following documents are required to be completed and submitted with the Proposal.

- A.** State of New Jersey Business Registration Certificate
- B.** Insurance Certificates: Provide specimen certificates of insurance for all insurance coverage requirements of the RFP (see General Requirements).
- C.** Form I - Stockholder Disclosure Statement (see **Appendix B**)
- D.** Form II - Non-Collusion Affidavit (see **Appendix B**)
- E.** Form III - Business Entity Disclosure Certification Form (See **Appendix B**)
- F.** Form IV - Debarment Certification Form (See **Appendix B**)
- G.** State of New Jersey Certificate of Employee Information Report (Form AA302)

Price Proposal Submission

Respondents shall provide to the CRA a written completed price proposal containing the following elements in the order listed and as described below:

1. Completed price form

Completed Form V – Price Form (See **Appendix B**)

2. Labor Rates

Identify hourly billing rates for all personnel and subcontractors.

3. Subcontractor Management Fees

Indicate any management fees as a percentage markup that is applied to subcontracted or outsourced work.

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Alternative Approaches

The Consultant may also provide separate alternative proposals to this scope of work in addition to responding to the scope of work presented in the RFP.

In the event that alternative approaches to the prescribed statement of work are recommended, the responding firm shall provide a description and associated alternative pricing. This should be included as an attachment and will NOT count against the page limit.

Along with the alternative proposal, provide any economies of scale that may reduce the total project Scope of Services. The Consultant shall provide justification for all work and indicate any reductions in scope as it pertains to economies of scale.

GENERAL REQUIREMENTS

The following items represent general requirements for the contracted services to be performed by the Consultant selected as part of this RFP process.

1. Project Coordination

- A. The CRA will designate a Project Manager (referred to as the “CRA Representative”), who shall have the authority to inspect all work and materials, and to stop work when it appears to the CRA Representative that the requirements of the Scope of Work are not being met.
 - 1. The CRA Representative shall have the authority to reject any work or deliverables which do not meet the requirements of the Scope of Work in the judgment of the CRA Representative. Any such rejected work shall be redone in a professional manner conforming to the requirements of the Scope of Work.
 - 2. The CRA Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.
- B. Immediately report to the CRA Representative any questionable or obvious error or omission that may be contained in the Scope of Work. Do not proceed with work until the CRA Representative has resolved the error or omission.
- C. Comply with CRA Representative's procedures for communications, submittals of reports, records, schedules, drawings, and recommendations; and resolution of ambiguities and conflicts.

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2. Submittal Requirements

- A. All deliverables required by CRA shall be submitted to CRA in draft for review and comment prior to finalizing. The Consultant shall then incorporate comments from CRA into the documents and resubmit them to CRA for the CRA to provide to EPA, and other jurisdictional agencies, for review and comment. The Consultant shall satisfactorily address all comments prior to approval to finalize (i.e., two rounds of review and comment). Deliverables shall include:
- For draft documents provide:
 - Electronic file in Acrobat PDF format containing “cover-to-cover” copy of the draft reports in correct page order including all text, tables, figures, photos, and appendices.
 - Electronic files containing all source files (e.g. Word, Excel, AutoCAD, GIS, jpeg or other photograph files, etc.) including text, tables, calculations, figures, maps, photographs, and other materials used to generate the deliverables.
 - For final documents provide:
 - One (1) set of the final large scale plans/maps, if applicable. Hard copies of the final reports are NOT to be provided.
 - Electronic file in Acrobat PDF format containing “cover-to-cover” copy of the final reports in correct page order including all text, tables, figures, photos, and appendices.
 - Electronic files containing all source files (e.g. Word, Excel, AutoCAD, GIS, jpeg or other photograph files, etc.) including text, tables, calculations, figures, maps, photographs, and other materials used to generate the deliverables.
 - For the database:
 - Database shall be developed and maintained by the Consultant and made available to the CRA until completion of site redevelopment.
 - Upon request of the CRA or the CRA Representative the Consultant shall extract requested parameters and provide electronic files in Excel format, or format compatible for import into other databases.
 - Any and all source data files created by the Consultant shall be provided to the CRA in the format of the database selected by the Consultant, in a format compatible with EnviroData, and in a format compatible for submission to NJDEP.

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- B. Electronic files shall be made available to CRA by e-mail or via FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

3. Ownership of Work Product

- A. All work products produced by the Consultant, the CRA, or by any third-party working for the Consultant or the CRA resulting from this RFP are the sole property of the CRA and the EPA.
- B. The CRA and the EPA shall be the owners of all digital data, graphics and documents, as well as all hardcopy and publishable documentation.
- C. The CRA and the EPA have the right to sue, distribute, or dispose of the work products without the consent of the Consultant.

4. Contract Modification Procedures

- A. Minor Changes to The Work: Supplemental instructions authorizing minor changes in the Scope of Work, not involving an adjustment to Contract Sum or Contract Time, may be issued by the CRA Representative.
- B. Stipulated Sum Change Orders:
 - 1. Consultant may propose a change by submitting a request for change to CRA Representative, describing proposed change and full effect on Work, with a statement describing reason for change, and effect on Contract Sum and Contract Time with full documentation. Document each quotation for a change in cost or time with sufficient data to allow evaluation of quotation.
 - 2. Change shall be based on Consultant's price quotation, or Consultant's request for a Change Order as accepted by CRA Representative and CRA.
- C. Time and Material Change Orders:
 - 1. Submit itemized account and supporting data after completion of authorized change, within two (2) weeks.
 - 2. Maintain detailed records of work done on a time and material basis. Provide full information needed for evaluation of proposed changes, and to substantiate costs of changes in Work. Provide data to support computations.
- D. Unit Price Change Orders:
 - 1. For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis.

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2. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Professional Services Change Directive.
 3. Changes in Contract Sum or Contract Time shall be computed as specified for Time and Material Change Order.
- E. Change Directives:
1. CRA Representative, with prior written approval of CRA, may issue a document instructing Consultant to proceed with a change in work, for subsequent inclusion in a Change Order.
 2. Document will describe changes in Work and will designate method of determining change in Contract Sum or Contract Time.
 3. CRA Representative, with prior written approval of CRA, may issue a Proposal Request that includes a detailed description of a proposed change. Consultant shall prepare and submit an estimate within ten (10) days, including a proposed change in Contract Time for executing change and period of time during which requested price will be considered valid. (Consultant shall endeavor to not delay project as a result of requested changes.)
 4. Promptly execute change in Work.

5. Payment Procedures

- A. Consultant invoices may be submitted not more than once every thirty (30) days. Invoicing shall be on a lump sum / percentage completed or unit cost basis as per the task schedule in the proposal price form. The Consultant's invoices shall follow the pay items in the Scope of Work and Form of Proposal Price Sheet or other as directed by the CRA.
- B. Each invoice shall be accompanied by a progress report summarizing the progress and the activities completed made in the billing period. The Consultant shall be responsible to provide all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the CRA Representative.
- C. Invoices shall be submitted to the CRA Representative for review. The CRA Representative will then either submit the invoice to the CRA for payment or will return the invoice to the Consultant indicating that corrections should be made or additional information or proof of performance may be required. The Consultant shall then resubmit the invoice to the CRA Representative for review and approval.
- D. Invoices will be evaluated and paid on a "percent complete" basis of the lump sum offer price or per-unit price. After consultation with the Consultant, the CRA will solely decide the percentage of completeness of the work under each lump sum Pay Item. Sufficient backup documentation as required by the Scope of Work and the CRA Representative

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will be required to establish measurement of completion for each item within a particular pay period and the work overall.

- E. If the contract includes a line item for a contingency allowance, the contingency will be released as needed by CRA and used by the Consultant only as directed by CRA to address unknown or unforeseeable conditions.

6. Professional Licensure

- A. Provide to the CRA the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

7. Codes, Regulations and Standards

- A. Verify and comply with all applicable federal, state and local codes, regulations, standards and guidance relating to buildings, employment, the preservation of public health and safety, environmental compliance, use or closure of streets and sidewalks, and the performance of the Scope of Work. Ensure that such requirements are fully understood, and they are fully and faithfully implemented and/or enforced.

8. Reliance on Prior Work

- A. The CRA may provide to the Consultant documentation of prior work completed by others including environmental reports, drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Consultant.
- B. The CRA makes no claims as to the correctness or accuracy of the data provided therein. The Consultant shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the CRA. IT IS ASSUMED THAT ANY INFORMATION AND/OR DATA PROVIDED TO THE RESPONDENTS AS PART OF THIS SOLICITATION HAS BEEN FOUND TO BE ACCEPTABLE AND USABLE BY THE RESPONDENTS UNLESS INDICATED OTHERWISE BY THE RESPONDENTS IN THEIR PROPOSAL.

9. Schedule

- A. The Consultant shall provide a proposed schedule with the RFP including estimated dates and durations. The project schedule shall be reviewed at the kick-off meeting and agreed by the CRA Representative and the Consultant prior to the commencement of

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the work. The Consultant shall agree to commence work immediately upon receipt of Notice to Proceed from the CRA and diligently pursue the scope of services.

10. No Warranty

- A. The Consultant is required to examine specifications and instructions pertaining to the services requested. Failure to do so will be at the Consultant's own risk.

11. Equal Employment Opportunity Provisions

- A. Companies and their subcontractors will not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.
- B. All the potential companies must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity.
- C. The potential company must insure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.
- D. In response to this RFP, companies should furnish detailed statement relative to their Equal Employment Opportunity practices and any statistical employment information that it deems appropriate, relative to the composition of its work force or its subcontractors.

12. Insurance and Indemnification Requirements

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

Minimum Employer's Liability \$500,000.

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2. General Liability Insurance (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 personal and advertising injury;
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate.

3. Automobile Liability Insurance. Covering all owned, hired, and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence

4. Professional liability and errors & omissions insurance in the amount of \$1,000,000. In lieu of the insurance coverage listed under 2. above, the contractor fulfills the insurance requirements by having and maintaining umbrella liability insurance with a minimum:
 - a. \$1,000,000 per occurrence;
 - b. \$1,000,000 aggregate of other than products/completed operations and auto liability; and
 - c. \$1,000,000 products/completed operations aggregate

5. Consultant's Pollution Liability Insurance

Prior to the commencement of the work, the Consultant/ shall obtain and maintain throughout the life of the work, a broad form Consultant's Pollution Liability Insurance Policy. As a minimum, the Consultant's Pollution Liability Insurance policy shall include policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The coverage shall:

- (a) Apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.
- (b) Provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.
- (c) Provide coverage for liability resulting from the transportation of hazardous wastes.
- (d) Be written on a "project specific" basis.
- (e) Not carry a deductible greater than \$10,000. All deductibles applicable to the insurance coverage shall be borne by the Consultant.

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- B. Certificates of the Required Insurance: Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Camden Redevelopment Agency, the City of Camden, BRS, Inc., and USEPA as an additional insured.
- C. Indemnification: Successful Respondent will indemnify and hold harmless the Camden Redevelopment Agency, the City of Camden, BRS, Inc., and USEPA from all claims, suits or actions and damages or costs of every name and description, to which the above referenced parties may be subjected or put by reason of injury to the person or property of another, or the property of the above referenced parties, resulting from negligent acts or omissions on the part of the Respondent, the Respondent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

FEDERAL REQUIREMENTS

If a specific project is funded in whole or part with funds provided by US EPA Brownfield Cleanup or Assessment Grants, the Consultant must adhere to all applicable Federal requirements and the Terms and Conditions of the Cooperative Agreement of the applicable EPA Grant. Refer to **Appendix C** for a copy of the Cooperative Agreement. Federal requirements include, but are not limited to the following:

- A. All Consultants shall have an active registration in the federal System for Award Management (SAM). Such registration can be set up via www.Sam.gov.
- B. All Consultants must verify that they are not debarred from receiving Federal funds using the form provided in **Appendix B**. The "Debarment Certification" form provided in the Appendix shall be completed and signed and returned with the proposal as required.
- C. The contract will be subject to those conditions of the Cooperative Agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition.
- D. The contract is subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub Part O).
- E. The contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for Contractors to follow such as the Davis-Bacon Act and utilization of Disadvantaged Business Enterprise (DBE).
- F. Contractors and their Subcontractors will not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. All the potential companies must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity.

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- G. The Consultant must insure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.



FIGURES

Figure 1
Site Location
Map

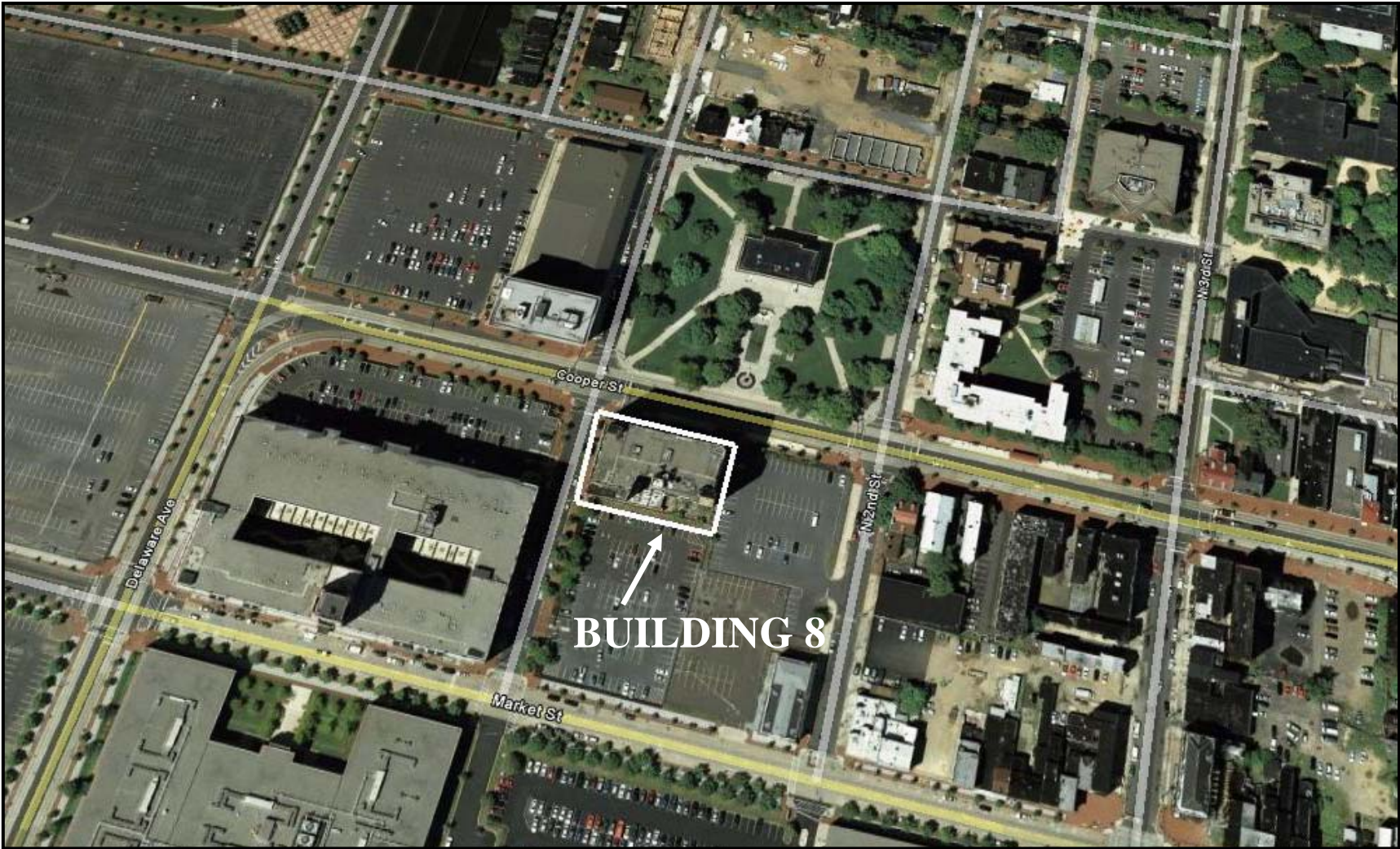
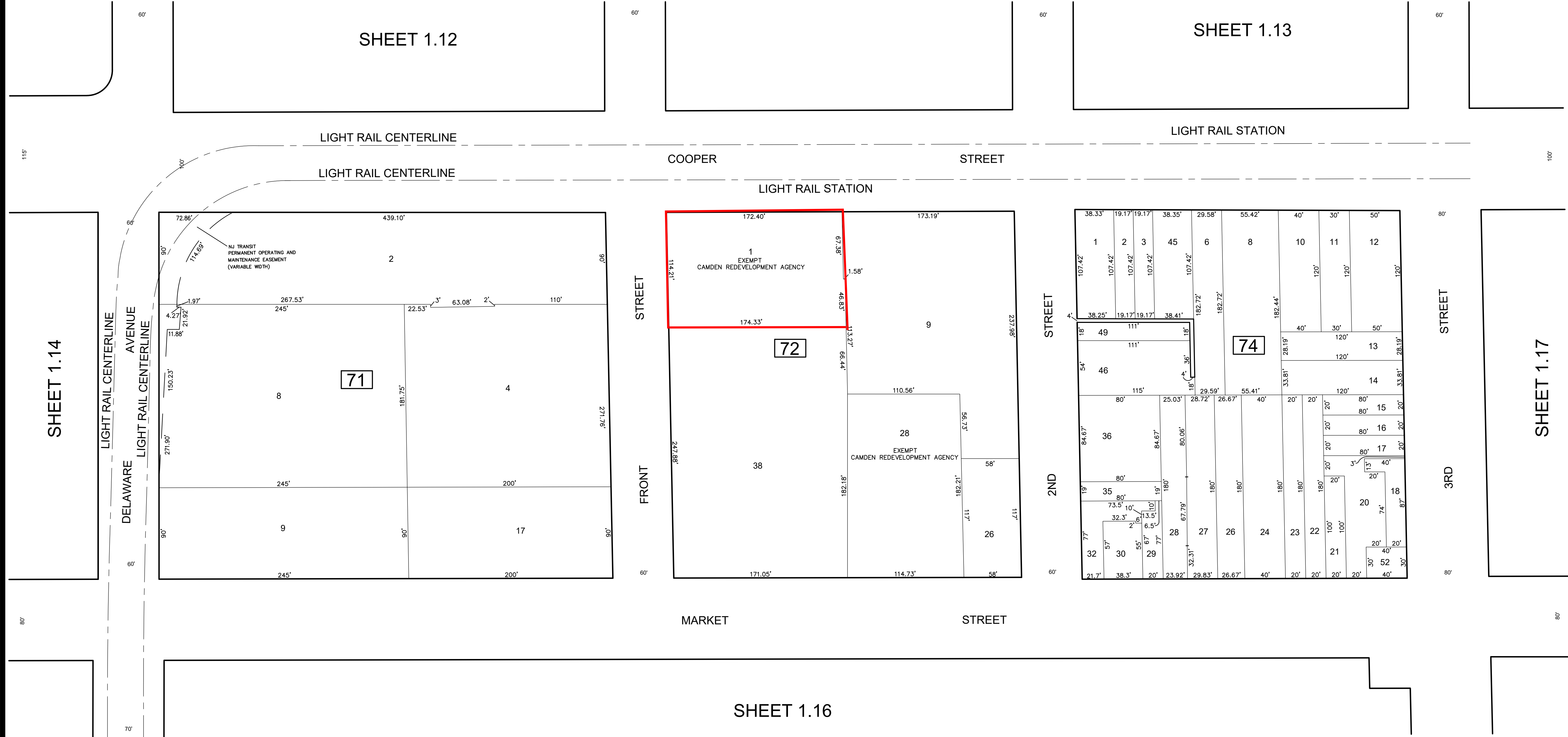


Figure 2
City of Camden Tax Map

Block 72, Lot 1

REVISIONS				
DATE	BY	LIC.NO	BLOCK	LOT



SHEET 1.14

SHEET 1.13

SHEET 1.17

SHEET 1.16

<p>THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON DECEMBER 19, 2018 SIGNED BY SHELLY REILLY AND LATOYA ROBERTSON ASSIGNED SERIAL NUMBER 1095</p>	<p>TAX MAP CITY OF CAMDEN</p> <p>CAMDEN COUNTY SCALE: 1" = 50'</p> <p>NEW JERSEY DATE: JUNE 2018</p> <p>ED CLAY LICENSED LAND SURVEYOR NEW JERSEY LICENSE NO. 34842 215 BELLEVUE AVE., PO BOX 579 HAMMONTON, NEW JERSEY 08037 COA# 24GA27973300</p> <p><small>TO SHOW CONDITIONS AS OF JANUARY 11, 2019</small></p>
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* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COCO).



APPENDIX A

LIST OF PROJECT DOCUMENTS FROM NJDEP FILE REVIEW

FORMER RCA BUILDING 8 – CAMDEN, NJ
LIST OF PROJECT DOCUMENTS FROM 2019 NJDEP FILE REVIEW

Date	File
3/28/2012	NJDEP RAWP Conditional Approval Letter
2/15/2012	Amendment to Dioxin Remedial Strategy & Response to Comments on RAWP
12/1/2011	Amendment to Dioxin Remedial Strategy
9/26/2011	Drawings “Dioxin Delineation Sample Locations”, Sheets 1-13
12/21/2010	NJDEP Comment on RAR for Windows
10/14/2010	Response to NJDEP Comments - Remedial Action Progress Report
10/11/2010	RIR for Historic Fill/RAWP for PCB Impacted Soil
9/22/2010	Letter to NJDEP Regarding Dioxin
9/9/2010	NJDEP RIR for Historic Fill Approval Letter
9/8/2010	Letter to NJDEP Regarding Dioxin
9/1/2010	NJDEP Comment on RIR for Historic Fill
8/31/2010	Dioxin Sampling - Lab Packages
8/12/2010	RAR for Windows Component & PCB-Containing Caulk Removal
7/20/2010	BEERA/EES Comments on RIR for Historic Fill
6/15/2010	RIR for Groundwater + Lab Data
5/20/2010	RIR for Historic Fill
5/20/2010	Response to NJDEP & USEPA Comments on Additional LBP Sampling and Exterior Air Sampling
4/21/2010	Letter Regarding Revision to Window Removal Sequence - final
4/5/2010	Letter Regarding Revision to Window Removal Sequence - draft
3/24/2010	Letter Response to NJDEP Questions Regarding RIR/RAWP
2/12/2010	Letter to NJDEP, Site Information Sheet and Photo of Public Sign
11/27/2009	USEPA Correspondence - Modification Approval
4/16/2009	NJDEP RIWP Approval
4/13/2009	NJDEP Email “Dioxin Assessment in Soil”
3/18/2009	Letter to NJDEP, Addendum to RIWP for Historic Fill
1/26/2009	RAWP
1/26/2009	RIR
9/19/2008	Disposal Approval Request
7/31/2008	NJDEP RIWP Approval
7/18/2008	NJDEP RIWP Approval
5/15/2008	Request for Modification - Disposal of PCB Remediation Waste
5/15/2008	Proposed Additional Delineation Sampling/Post Remediation Sampling
4/10/2008	Amendment Request - RIR/RAWP
4/10/2008	RIWP for Groundwater
1/21/2008	Drawings “Building 8 Environmental Abatement Plan” Sheets 1-18
3/16/2007	Response to Comments RIR/RAWP Addendum
1/9/2007	Notice of Deficiency & RIR/RAWP
9/14/2001	RIR/RAWP for Groundwater
3/21/2001	RIR/RAWP
8/22/2000	RIWP Addendum

LBP Lead Based Paint
RAR Remedial Action Report
RAWP Remedial Action Workplan
RIR Remedial Investigation Report
RIWP Remedial Investigation Workplan



APPENDIX B

FORMS

FORM I - STOCKHOLDER DISCLOSURE CERTIFICATE

(To be Completed by For Profit Business Entities Only)

Pursuant to the laws of the State of New Jersey as set forth in laws of 1977, Chapter 33, the undersigned does herewith certify to the CRA of Camden Redevelopment Agency (CRA) that the following is a statement with names and addresses of all stockholders, partners, members or owner ("Owner") in the corporation, partnership, limited liability company or other business entity ("Entity") who own a 10% or greater interest therein, as the case may be. If one or more such Owner is in itself an Entity, the Owner holding 10% or more or greater interest in that Entity, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every Owner exceeding the 10% ownership criteria established above have been listed.

NAME

HOME ADDRESS

(Attach another sheet if necessary)

Note: No post office box number accepted, full street address only.

Criminal Conviction to Serve As Grounds for Disqualification from Award of Contract:

Vendor must disclose whether any person(s) named above have a criminal conviction in any Municipal, County, State or Federal Court, in this State or any other State. Yes [] No []

Any rejection by CRA, based upon a prior conviction, shall not take place unless and until there has been a responsibility hearing held by CRA. Also, vendor must report any conviction of any person(s) named above in any Municipal, County, State or Federal Court during the contract or agreement period to the Corporation Counsel of CRA.

Any termination by CRA, based upon subsequent conviction, shall not take place unless and until there has been a responsibility hearing held by CRA.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this _____ day of _____, 20__.

Sworn and Subscribed before me this _____ day of _____ 20__.

(Notary Public)

Affiant (Authorized Agent of Corporation)

Print Name and Title of Affiant

FORM II - NON-COLLUSION AFFIDAVIT

State of New Jersey

SS:

County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled _____,
(title of bid proposal)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the CRA of Camden Redevelopment Agency relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of firm)

BY: _____
(Signature of Authorized Representative)

PRINT NAME & TITLE: _____

COMPANY: _____

DATE: _____

Subscribed and sworn to before me this _____ day of _____, 20__

(Seal)

(Type or print name of affiant under signature)

(Notary public of _____)

My Commission expires _____

FORM IV - DEBARMENT CERTIFICATION FORM

This statement must be reproduced on company letterhead and signed by an authorized representative of the firm.

I, _____ an authorized representative of _____ (company) certify that _____ (company) is not debarred from transacting business in the State of New Jersey and and is not debarred from receiving state or federal funds. In addition, _____ (company) has an active registration in good standing in the federal System for Award Management (SAM) which can be found at www.SAM.gov.

(signature)

(print name)

(title)

(date)

FORM V – PRICE FORM
FORMER RCA BUILDING 8 SITE

Complete and submit the following price form:

PAY ITEM		BID QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Review of Environmental Case Files and Data Management	1	T&M	Per Respondents Billing Rate Schedule	\$
2	Risk Assessment	1	LS	\$	\$
3	Project Meetings	5	Each	\$	\$
4	Support to Establish Regulatory Framework	40	HRS	\$	\$
TOTAL (TASKS 1-4):					\$

Authorized Representative (print):

Respondent's Firm:

Signature:

Date:



APPENDIX C

USEPA COOPERATIVE AGREEMENT

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 96277616 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/22/2015
		TYPE OF ACTION New	MAILING DATE 09/29/2015
		PAYMENT METHOD: Advance	ACH# 20384
		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT TYPE: Municipal		PAYEE:	
RECIPIENT: Camden Redevelopment Agency 520 Market Street, City Hall-Suite 1300 Camden, NJ 08101 EIN: 22-2831144		Camden Redevelopment Agency 520 Market Street, City Hall- Suite 1300 Camden, NJ 08101	
PROJECT MANAGER		EPA PROJECT OFFICER	
James Harveson 520 Market Street, City Hall-Suite 1300 Camden, NJ 08101 E-Mail: jaharves@ci.camden.nj.us Phone: 8567577600		Alison Devine 290 Broadway, ERRD/PSB New York, NY 10007-1866 E-Mail: hurley.kevin@epa.gov Phone: 212-637-4158	
EPA GRANT SPECIALIST			
Kevin Hurley Grants and Audit Management Branch, OPM/GAMB E-Mail: hurley.kevin@epa.gov Phone: 212-637-3420			
PROJECT TITLE AND DESCRIPTION Camden Redevelopment Agency 2015 Cleanup Building 8 This award provides funding to the Camden Redevelopment Agency for cleanup of Hazardous Substances at the Building 8 site. Brownfields are properties, whose expansion, redevelopment or reuse may be complicated by the presence of hazardous substances, or other pollutants or contaminants. Once the site is cleaned up, the Camden Redevelopment Agency and the public will benefit from future redevelopment of the site. During the life of the project Camden Redevelopment Agency will also involve residents and other stakeholders surrounding the site by holding community meetings and sharing written information.			
BUDGET PERIOD 10/01/2015 - 09/30/2018	PROJECT PERIOD 10/01/2015 - 09/30/2018	TOTAL BUDGET PERIOD COST \$240,000.00	TOTAL PROJECT PERIOD COST \$240,000.00
NOTICE OF AWARD			
Based on your Application dated 07/08/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		U.S. EPA, Region 2 Emergency and Remedial Response Division 290 Broadway New York, NY 10007-1866	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Donald Pace - Acting Assistant Regional Administrator for Policy and Management			DATE 09/22/2015

EPA Funding Information

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

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

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
BUILDING 8	1502HE0328	15	E4	02D0AG7	301D79	4114	G2M6OQ00		200,000
									200,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$7,788
2. Fringe Benefits	\$2,267
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$228,615
7. Construction	\$0
8. Other	\$1,330
9. Total Direct Charges	\$240,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)	\$240,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf

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

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

MBE/WBE reporting is required in annual reports. 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 the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the Grants Specialist with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions 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 are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the Region 2 Grants Office's central mailbox (Region2_GrantApplicationBox@epa.gov) with a courtesy copy to the grants specialist. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

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 and explained below.

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 objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **New Jersey Department of Environmental Protection** as follows:

- for New Jersey MBE: Construction: 5.3%
- for New Jersey WBE: Construction: 12.6%

- for New Jersey MBE: Equipment, Supplies and Services: 1.1%
- for New Jersey WBE: Equipment, Supplies and Services: 3.4%

By drawing down funds under this financial assistance agreement, the recipient is accepting 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 **New Jersey Department of Environmental Protection**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or

disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

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.

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.

B. ADVANCE METHOD OF PAYMENT

Pursuant to 2 CFR 200.305, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds. The recipient shall request Federal payments by completing the EPA Payment Requests Form (EPA Form 190-F-04-001) and either emailing or faxing it to the Las Vegas Finance Center at LVFC-grants@epa.gov or 702-798-2423. This form can be found at www.epa.gov/ogd/forms/forms.htm. All email attachments must be sent in pdf format.

C. INTERIM FEDERAL FINANCIAL REPORT AND CLOSE-OUT INSTRUCTIONS

1. Interim Federal Financial Reports (FFRs)

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be faxed to the Las Vegas Finance Office at 702-798-2423, emailed to LVFC-grants@epa.gov, or sent to the address below. A courtesy copy of the interim FFR can be submitted to the Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

2. Closeout

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

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

D. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA prior to the budget/project period expiration dates. The extension request should be submitted to the EPA, Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov. An interim FFR (SF-425) covering all expenditures and obligations to date, must be emailed or faxed to the Las Vegas Finance Office at LVFC-grants@epa.gov or 702-798-2423 or sent to the following address:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119

To expedite processing of your request, please submit a courtesy copy of the interim FFR to the Grants and Audit Management Branch along with your extension request. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

E. CYBERSECURITY GRANT CONDITION FOR OTHER RECIPIENTS, INCLUDING INTERTRIBAL CONSORTIA

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

(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.

(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.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC CONDITIONS

Cleanup Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Cleanup Grants awarded under CERCLA § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields cleanup cooperative agreements.
- b. In implementing this agreement, the CAR shall ensure 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 cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
- c. The CAR must consider whether they are required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the Environmental Protection Agency (EPA) to ensure the proposed cleanup is protective of human health and the environment.
- d. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that recipients comply with all applicable Federal and State laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include:
- e. Federal cross-cutting requirements including, but not limited to, DBE requirements found at 40 CFR 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.

- f. The CAR must comply with Davis-Bacon Act prevailing wages for all construction, alteration and repair contracts and subcontracts awarded with EPA grant funds. For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions. *(EPA Project Officer must attach appropriate Davis-Bacon term and condition to this particular grant.)*

B. Changes to Sites and Cleanup Methods

1.
 - a. The CAR must use funds provided by this agreement to clean up the brownfield site in the EPA approved workplan.
 - b. The CAR may not make substantial changes to the cleanup method described in the workplan without prior EPA approval.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the start date of the project/budget period, 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 or EPA may terminate this agreement for material non-compliance with its terms. For purposes of the Cleanup Grants, "sufficient progress in implementing a cooperative agreement" means that an appropriate remediation plan is in place, institutional control development, if necessary, has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed and a solicitation for remediation services has been issued.

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 approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement may include review of financial and program performance reports and monitoring all reporting, record-keeping, and other program requirements.
 - c. EPA may waive any of the provisions in term and condition II.B.1. at its own initiative or upon request by the CAR. 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 cleanups are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR 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 and cleanup 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 are consistent 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.

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. (Due each January 31, April 30, July 31, and October 31 for the duration of the agreement.) Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Cleanup grant, versus any other funding source used to help accomplish grant activities.

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

- a. 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
- b. Summary and status of approved activities performed during the reporting quarter; summary of the performance outputs/outcomes achieved during the reporting quarter; reasons why anticipated outputs/outcomes were not met; and a description of problems encountered or difficulties during the reporting quarter that may affect

- the project schedule.
- c. An update on project schedule and milestones; including an explanation of any discrepancies from the approved workplan.
 - 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.
 - e. Any changes of key personnel concerned with the project.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, 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 any 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. 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 work plan; 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.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

CERCLA § 104(k) (9) (B) (iii) requires that the recipient of this cooperative agreement pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e. 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

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

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section IV of these terms and conditions. In addition, eligible programmatic expenses may include:
 - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA approved workplan;
 - b. Ensuring that a cleanup 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 remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section III.C;
 - 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 in III.C.2; and carrying out community involvement pertaining to the cleanup activities.

C. 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. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
 - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
 - c. Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);
 - d. Job training unrelated to performing a specific cleanup at a site covered by the grant;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfields site for which the recipient of the grant is potentially liable under CERCLA § 107;

- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
 - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR 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 incurred by the CAR under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), 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 for Cost Principles and Audit Requirements for Federal Awards at 2 CFR 200 and 1500*. 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. Costs incurred to report quarterly performance to EPA under the grant are eligible.
 - b. Ineligible grant 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.

D. Grant Recipient Eligibility

- 1. The CAR may only clean-up sites *it solely owns*. The CAR must retain ownership of the site throughout the period of performance of the grant. For the purposes of this agreement, the term “owns” means fee simple title unless EPA approves a different ownership arrangement.

E. Obligations for Grant Recipients Asserting a Limitation on Liability from CERCLA § 107

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k) (7) (C). These continuing obligations include:
 - (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
 - (2) taking reasonable steps with respect to hazardous substance releases;
 - (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and
 - (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for bona fide prospective purchasers and contiguous property owners).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

F. Interest-Bearing Accounts and Program Income

1. Interest earned on advances 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.
2. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR 200.307 and 2 CFR 1500.7, as applicable.

IV. CLEANUP ENVIRONMENTAL REQUIREMENTS

A. Authorized Cleanup Activities

1. The CAR shall prepare an analysis of brownfields cleanup alternatives or equivalent state Brownfields program document which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources,

etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), 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 Project Plan (QAPP)

When environmental data is collected as part of the brownfields assessment/cleanup, the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The CAR shall prepare a QA plan and submit such plan to the EPA Project Officer for approval. The PO will review the QA plan to insure that it meets programmatic needs and to insure that all of the required elements of the QA plan are included. Once approved by the PO, the QA plan is forwarded to the EPA QA staff for their review and approval. The CAR may not perform work at any site under this cooperative agreement until EPA has approved the QA plan in writing.

C. Community Relations and Public Involvement in Cleanup Activities

1. All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. 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. 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 the EPA."

- b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at:
<http://www.epa.gov/ogd/tc.htm>.

D. Administrative Record

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include an analysis of reasonable alternatives including no action; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection.

E. Implementation of Cleanup Activities

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented. If changes to the expected cleanup are necessary based on public comment or other reasons, the CAR must consult with EPA and may not make substantial changes to the cleanup method described in the workplan without prior EPA approval.
2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the U.S. EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of Cleanup Activities

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. 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 cleanup is complete. This documentation needs to be included as part of the administrative record.

V. OTHER CLEANUP GRANT REQUIREMENTS

A. Inclusion of Special Terms and Conditions in Cleanup Documents

1. The CAR shall meet the cleanup and other program requirements of the cleanup including:
 - a. In accordance with 2 CFR 1500.11, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup grant funds. Cooperative agreement recipients shall provide access to records relating to cleanups supported with cleanup grant funds to authorized

representatives of the Federal government.

- b. The CAR has an ongoing obligation to advise EPA if they are assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: “payment” is the U.S. EPA’s transfer of funds to the CAR; “close out” refers to the process that the U.S. EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 2 CFR 200.302, as applicable.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343 following expiration of the term of the agreement or expenditure of the funds awarded and completion of the activities described by the EPA-approved workplan.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
 - a. The CAR must submit the Final Report as described in II.F of the Cleanup Terms and Conditions.
 - 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 grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

Davis Bacon Term and Condition
for
Hazardous Waste Cleanup Grants to Governmental Entities

DAVIS BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under any statute which makes DB applicable to EPA financial assistance. If a Recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer.

1. Applicability of the Davis Bacon Prevailing Wage Requirements

For the purposes of this term and condition, EPA has determined that all construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings, is subject to DB. If Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Unless otherwise instructed by EPA on a project specific basis, the Recipient shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain wage determinations for specific localities at www.wdol.gov.
 - (i) When soliciting competitive contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments) for, the excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings Recipient shall use the “Heavy Construction” Classification.
 - (ii) When soliciting competitive contracts or issuing ordering instruments for the construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height) Recipient shall use “Building Construction” classification.
 - (iii) When soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the Recipient shall use “Residential Construction” classification.

Note: Recipients must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a

Recipient, EPA determines that DB applies to a unique situation the Agency will advise the Recipient which General Wage Classification to use based on the nature of the construction activity at the site.

(b) Recipients shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the Recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Recipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipient may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the Recipient.
- (ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or determination contained in the solicitation shall be effective unless EPA, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (iii) If the Recipient carries out Brownfield cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the Recipient obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the Recipient employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve

an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The Recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work , all or part of the wages required by the contract, EPA may, after written notice to the contractor, or Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work . Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all

subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(B) Each payroll submitted to the Recipient shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, Recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the Recipient, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The **Recipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **Recipient**, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a). The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the

Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.