



Request for Proposals (RFP)

Brownfield Remediation Assistance
for the Former Quality Drive Away property,
212 Prospect Avenue, Goshen, Indiana

LaCasa of Goshen, Inc. is soliciting Proposals from firms interested in providing professional environmental consulting services to support implementation of LaCasa's U.S. Environmental Protection Agency (EPA) Brownfield Remediation Grant for the former Quality Drive-Away property located at 212 Prospect Avenue, Goshen, Indiana. Disadvantaged Business Enterprises (DBEs) are encouraged to respond to this solicitation.

LaCasa Inc. intends to remediate the environmental contamination on subject property to allow for the development of housing.

Project Name: U.S. EPA Brownfield Remediation Grant Assistance - Environmental Consulting Services

RFP Issue Date: February 22, 2010

Submission Deadline: March 23, 2010

Introduction

LaCasa of Goshen, Inc. (LaCasa) is seeking to select an environmental services consultant to assist in fulfilling the grant obligations for a \$200,000 U.S. Environmental Protection Agency (U.S. EPA) Brownfields Remediation Grant and a matching grant of \$40,000 from the Indiana Finance Authority (IFA). The selected consultant (Respondent) will assist LaCasa in fulfilling all grant requirements for using this funding and implementing the proposed environmental response actions.

Background

LaCasa has been awarded brownfield funding from the U.S. EPA and the IFA to conduct remediation of hazardous substances (contaminated soil) at the subject property. It is anticipated that the cleanup will remove approximately five (5) acres of blighted property from the Northside Neighborhood in the City of Goshen, Indiana. The grant funding will be used to finance environmental response actions and will generally consist of excavation, transportation, and disposal of contaminated soil and debris from the site.. The areas of excavation will be backfilled to a prescribed grade with clean fill, finished graded, and vegetated. LaCasa intends to remediate the property to allow for the development of housing.



The successful Respondent may be able to assist LaCasa in obtaining, managing, and operating other types of EPA Brownfields Grants. If such grants are awarded to the LaCasa during the contract term, any contract executed by the Respondent and LaCasa may be amended to include the administration of such grants in the Scope of Services and provide for additional compensation provided LaCasa and Respondent can agree on the terms of such modifications. The Respondent should demonstrate that they have the experience and ability to administer such grants but no costs of such administration should be included in this proposal. Only the costs associated with the current grant funding are requested at this time.

Scope of Services

The selected Respondent will conduct the tasks detailed below:

Task 1: Community Outreach

- **Community Involvement Plan**

The selected respondent will complete a Community Involvement Plan (CIP). The CIP will describe how the community will be notified of cleanup plans and the availability of background information, how public comments will be solicited and documented, and how information will be provided on an on-going basis during the project. The selected respondent will assist LaCasa with the implementation of the CIP, including establishing a document repository, complying with public comment requirements of the U.S. EPA Grant, and documenting and responding to comments. We do not anticipate that the selected respondent will need to participate in any public meetings.

We are asking for a lump sum cost for completing this document.

Task 2: Cleanup Planning

The selected respondent will be required to prepare the following project documents:

- **Remedial Work Plan**

The selected respondent will complete a Remedial Work Plan for the site detailing the remediation plans. This document will be submitted to the IFA/EPA for approval. All requested revisions and/or comments required will be completed by the consultant.

We are asking for a lump sum cost for completing this document.

- **Analysis of Brownfield Cleanup Alternatives (ABCA)**

The selected respondent will complete an Analysis of Brownfield Cleanup Alternatives (ABCA) for the subject property. This document will be submitted to the IFA/EPA for approval. All requested revisions and/or comments required will be completed by the consultant.

We are asking for a lump sum cost for completing this document.

- **Decision Memorandum**

The selected respondent will work with the LaCasa to select the appropriate remediation option and will prepare a Decision Memorandum for submission to the IFA/EPA for approval.

We are asking for a lump sum cost for completing this document.

- Quality Assurance Project Plans (QAPP)

An EPA/IFA approved Quality Assurance Project Plan will be required for the site prior to assessment and/or remediation work beginning on the project.

We are asking for a lump sum cost for completing this document.

- Health & Safety Plan (HASP)

An OSHA/EPA approved Health and Safety Plan will be required for the site prior to any remediation work beginning.

We are asking for a lump sum cost for completing this document.

- Waste Characterizations

It will be the responsibility of the selected respondent to complete all required waste characterization sampling that will be required by the selected disposal facility. The selected respondent will coordinate disposal rates and make disposal arrangements with the selected facility utilizing the completed waste characterization data..

We are asking for a unit cost per sample to be collected, indicating the planned number of samples to be collected. The unit cost will include the field work associated with obtaining the samples. As noted in the RFP, the analytical testing will be paid based upon the firm's laboratory pricing to be submitted as part of the proposal including any mark up that will be added.

- Excavation Bidding Process

The selected respondent will prepare the bid specifications for the excavation work to be completed and will hire the selected excavation/construction company directly. The selected respondent will structure bid plans and specifications to facilitate loan administration and cost tracking and to ensure compliance with all loan requirements. It is expected that the selected respondent will respond to any questions received as a result of the bid solicitation and will conduct a pre-bid meeting to review the project details with interested excavation/construction companies.

We are asking for a lump sum cost for completing this portion of the project and for the percentage mark up that will be added to the excavator's fees.

- Additional Permitting Requirements

The selected respondent will determine the need for, and coordinate acquisition of any IDEM, IDNR, U.S. Army Corps of Engineers permits or any other permits needed for the environmental response actions.

This task will be paid based upon the firm's hourly rates to be submitted as part of the proposal.

Task 4: Monitoring Well Decommissioning

Prior to initiation of environmental response actions, the selected respondent will decommission all groundwater monitoring wells on the site in accordance with IDEM/IDNR requirements.

We are asking for a unit cost per monitoring well to be decommissioned. There have been approximately thirty-five (35) wells placed on the site but we believe that there are only approximately eight (8) to ten (10) wells that need to be decommissioned.

Task 5: Cleanup Monitoring

- Remediation Oversight

It will be the responsibility of the selected respondent to monitor cleanup activities performed by the selected remediation contractor(s) to ensure that the work is being completed according to the specification of the excavation contract, the grant requirements and to the approved Remedial Work Plan. Cleanup monitoring will include verification of all quantities necessary to determine the accuracy and appropriateness of invoices and requests for payment. The selected respondent will ensure that cleanup activities meet the established project goals and objectives. The selected respondent will be responsible for ensuring compliance with all federal wage requirements (i.e. Davis-Bacon Act) and will keep all necessary records to document compliance and authorize payments. All documents will be provided to LaCasa at the completion of the project.

Due to the scale of this overall project, it is not feasible to determine the exact number of days that will be required for remediation oversight. The selected respondent shall provide a figure that encompasses their “daily rate” for this project task including mileage, travel expenses, and all other miscellaneous expenses associated with the task.

It has not yet been determined whether or not the remediation approach will utilize an XRF unit. Please provide a daily rate for the rental or use of an XRF in addition to the daily rate to be provided.

Task 6: Remediation Verification and Reporting

The selected respondent shall be required to complete each of the following:

- Initial & Final Site Surveys

Site surveys shall be conducted for each project area before remediation begins and again once all work is complete.

We are asking for a lump sum cost for completing this document.

- Confirmation Sampling

Complete all necessary confirmation sampling for the project areas to satisfy the IFA/EPA requirements and guidance. Soil remediation will be guided and documented through the collection and analysis of remediation verification samples. During remediation, analysis results will help determine completion points in accordance with remediation goals. After all remediation is complete, documentation will be required to determine the effectiveness of response actions and any levels of residual contamination that remain. Level IV data packages will be required.

We are asking for a unit cost per sample to be collected, indicating the planned number of samples to be collected. The unit cost will include the field work associated with obtaining the samples. As noted in the RFP, the analytical testing will be paid based upon the firm's laboratory pricing to be submitted as part of the proposal including any mark up that will be added.

- Closure Report

The selected respondent will be required to complete a Closure Report for the site once the necessary remediation work is completed. The selected respondent will be responsible for receiving IFA/EPA approval for the submitted report and completing any additional required documents that are requested (i.e. additional comments and/or clarifications on the reports).

We are asking for a lump sum cost for completing this document.

Task 7: Project Monitoring and Reporting

The Respondent shall complete each of the following:

- Project Coordination

Coordinate the project schedule. Provide updates to LaCasa on a regular basis with details on the project costs and any changes to schedule. During the planning phases, updates will be required on a monthly basis. Once the remediation work begins, weekly updates will be provided. All reports required to be submitted will be provided to LaCasa for review prior to their submission to the requesting agencies.

We are asking for a lump sum cost for completing this portion of the project.

- Quarterly Reports

Assist LaCasa with the submission of the required EPA Quarterly Reports a minimum of twenty (20) days prior to the submission deadlines. The selected respondent will provide all necessary project updates and information on all milestones to be included in the reports. LaCasa will complete the financial portion of the reporting and officially submit the reports.

We are asking for a lump sum cost for completing this portion of the project.

- ACRES Updates

Complete all required updates to the EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES) database. LaCasa will be able to access the online information but the selected respondent will do all routine updates to the database on behalf of LaCasa. It is anticipated that updates will be made on a quarterly basis. Copies of all updates will be provided in the Quarterly Reports.

We are asking for a lump sum cost for completing this portion of the project.

- Annual/Final Reporting

Assist LaCasa with the submission of the all required annual and final reports (including but not limited to Minority Business Enterprises (MBEs) and/or Women Business Enterprises

(WBEs), Financial Status Reports). The selected respondent will provide all necessary information requested by LaCasa to facilitate completion of the reports prior to their submission deadlines.

We are asking for a lump sum cost for completing this portion of the project.

Qualifications Submission Instructions:

Copies Required: Two (2) bound copies, and one (1) electronic copy on CD-ROM. Facsimile or email submissions will not be accepted.

Submissions must be in a sealed envelope labeled ‘Brownfield Remediation Assistance’ and the Submitter’s company name and address.

Due Date and Time: On or before 1:00 p.m. on March 23, 2010

Submission Delivery Location: Larry Gautsche, President/CEO
LaCasa of Goshen, Inc.
202 N. Cottage Avenue
Goshen, IN 46528

Late submissions will not be accepted or considered.

Questions about submission procedures should be directed to:

Larry Gautsche, President/CEO
LaCasa of Goshen, Inc.
202 N. Cottage Avenue
Goshen, IN 46528
(574) 533-4450 *or* larry.gautsche@lacasagoshen.org

Submissions must be received no later than 1:00 p.m. on March 23, 2010 to LaCasa’s office located at 202 N. Cottage Avenue, Goshen, Indiana. The Respondent shall assume full responsibility for delivery of the Qualifications Submission to LaCasa on or before the appointed hour for opening same and shall assume the risk of late delivery or non-delivery. Late submissions will not be accepted or considered. The Qualifications Submission must be contained in a sealed, opaque envelope clearly labeled ‘Brownfield Remediation Assistance’ and the Submitter’s company name and address.

Submissions must be signed by a representative of the Respondent organization authorized to submit and bind the Respondent to the terms and conditions of this RFP.

Submissions will be opened on or after the submission due date and time, at the sole discretion of LaCasa. It is the intent of LaCasa to open all the submitted proposals at the weekly Management Team meeting.

Submission of Qualifications

Respondents are required to submit a written qualifications statement to LaCasa for consideration. The minimum content of that submission is outlined below:

- I. Brief description of the history of the firm
- II. State the firm’s status as a DBE or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certification must be included in the response. Neither the Respondent nor a subcontractor will be considered a DBE without valid certification submitted as part of the response.
- III. Proposed project team and qualifications, including an organization chart identifying all key project team members and demonstration that each team member is qualified to perform the assigned role and tasks
- IV. Firm qualifications and related experience, with references, demonstrating the firm’s capabilities related to providing services described in the Scopes of Services
- V. Representative cost and schedule estimates for performing the project tasks
- VI. All compensation costs for services provided to LaCasa for the project (including but not limited to hourly rates, equipment costs, laboratory costs, lump sum costs and any mark-up rates)

Schedule

The following is the proposed schedule for this RFP:

| | |
|--------------------------|-----------------------------------|
| February 23, 2010 | Distribute Request for Proposals |
| March 23, 2010 | Deadline for Receipt of Proposals |
| March 24 – April 8, 2010 | Committee to Review Proposals |
| April 14, 2010 | Management Team Award |

Questions

Questions regarding the RFP may be directed to Larry Gautsche at the above address in writing, facsimile transmission, or e-mail only until two (2) days before the proposal due date. Disclosing any questions received by LaCasa to all Respondents will be at the sole discretion of LaCasa.

Inspection of Documents

Documents in the possession of LaCasa and related to this solicitation, but not included in this RFP, will be available upon request to interested respondents. Hard copies of all applicable reports will be available for public review at LaCasa, 202 N. Cottage Avenue, Goshen, Indiana.

Consultant Selection Process

Larry Gautsche and Brad Hunsberger will open proposals and log each proposal. We will tabulate the various data points and come to a proposal rating. Once the proposals are opened and initially processed Larry and Brad will present their tabulation and recommendation to the Management team of LaCasa Inc for final decision on selection.

Evaluation of Proposals

Proposals will be evaluated on the basis of the following: demonstrated capabilities and experience in the role of consultant for U.S. EPA Brownfields Grant programs; demonstrated capabilities and experience in designing and managing brownfield environmental response programs; qualifications and availability of project staff; scope of brownfield redevelopment

services provided by the firm; and reasonableness of costs and schedules for tasks described in the Scope of Services. A summary of these and other evaluation factors, and the evaluation weighting criteria of each, is presented below:

1. Structure and demonstrated capabilities and qualifications of project team (30% of the evaluation criteria)
 - a. Project team organizational structure, project position/role descriptions and responsibilities, and key staff assignments
 - b. Qualifications and experience of key project staff related to use of U.S. EPA Brownfields Grants and implementation of the technical requirements of the Scope of Services
 - c. Identification and qualifications of all proposed subcontractors and descriptions of the services to be provided
2. Demonstrated qualifications and experience of the firm (30% of the evaluation criteria)
 - a. Project experience related to U.S. EPA Brownfields Grants acquisition, management, and implementation and assisting local communities in successfully using these grants to support brownfields redevelopment.
 - b. Project experience related to the technical requirements for completing the tasks described in the Scopes of Services.
 - c. Project experience, relevant to the Scopes of Services described above, during the past three years.
 - d. Project summaries for representative projects, including client name, dates of service and references (contact name, title, telephone number), demonstrating experience related to the U.S. EPA Grant program and its applicability to brownfield redevelopment projects.
3. All compensation costs to accomplish all project activities described in the Scope of Services (40% of the evaluation criteria)

Selection of Proposals

If a Contract is awarded by LaCasa, it will be awarded to the responsible Respondent whose proposal is determined by LaCasa to be the most advantageous taking into consideration price and the other evaluation factors described in the section of this proposal titled Evaluation of Proposals.

LaCasa reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received, whenever such rejection or waiver is in the LaCasa's best interest.

LaCasa may elect to interview any respondent submitting a proposal and may ask any respondent to supplement the proposal with material or information deemed appropriate by the selection committee. Interviews are not guaranteed and all proposals should be submitted in their final form with all required information.

Larry Gautsche and Brad Hunsberger will recommend the best respondent, based upon the proposals submitted and any supplemental material or information submitted by any of the

respondents, to management team for the final decision After the recommendation from Larry and Brad, the Management Team will select one of the respondents. The Management team reserves the right not to select any of the proposals submitted.

Contract Negotiations

Once the Management Team has selected a consultant based on the Respondent's proposals, LaCasa Inc. will negotiate a contract with the selected Respondent. If LaCasa Inc. and selected consultant reach an agreement, the contract will be approved and executed by Larry Gautsche, President. If no agreement can be negotiated, the Management Team will be asked to select another Respondent.

Any contract will not be considered executed unless approved by the Management team and signed by Larry Gautsche, and Jim Davis (CFO).

Insurance

The following is a brief explanation of the insurance coverage that LaCasa will require of the selected consultant. An affidavit of insurance will be required of the consultant selected.

1. Worker's Compensation – This coverage is generally required by law and provides protection to the employees of a contractor as a result of personal injury or death suffered by the employees while in the course and scope of their employment.
2. Employer's Liability – This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
3. Comprehensive General Liability – This coverage insures against a broad range of liability hazards arising from the performance of the contract. This coverage should be viewed as the most basic of liability coverage required of a contractor and generally protects against the hazards of premises and operations; independent contractors; and completed operations. This coverage is also the basic coverage to which the subsequent endorsements are attached. Comprehensive general liability insurance for bodily injury, death or loss of or damage to, property of third persons in minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for each policy year shall be procured and maintained.

Disadvantaged Business Enterprises (DBEs)

LaCasa encourages qualified DBEs, i.e. Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), to respond to this RFP. LaCasa also encourages RFP Respondents to identify and include qualified DBE subcontractors in their response.

The Respondent shall clearly identify their status as a DBE or non-DBE in their response. If the Respondent is claiming DBE status, the Respondent shall submit their valid certification as part of their response.

Incurred Costs

LaCasa shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the Contract(s). Total liability of LaCasa is limited to the terms and conditions of this request and any resulting Contract.

News Releases, Media Advisories and Media Interaction

The Respondent shall not discuss the RFP with any member of the media or issue news releases or media advisories pertaining to this request, or the work to which it relates, without prior expressed approval of LaCasa. Should a member of the media or press contact the Respondent regarding this request, or the work to which it relates, the media or press should be referred to LaCasa.

Terms, Conditions And Exceptions

LaCasa reserves the right to alter, amend, or modify any provision of this RFP or the consultant selection process, or withdraw the RFP, at any time prior to the award of a Contract, if it is in the best interest of LaCasa to do so.

LaCasa reserves the right to reject any and all responses without cause, waive irregularities in procedures related to the RFP, and make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses.

Some or all of the work performed under this U.S. EPA brownfield grant may be subject to federal contractual and cost-cutting provisions. LaCasa hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act) and DBE utilization.



In the event the selected Respondent(s) do not enter into the required agreement to carry out the purposes described in this RFP, LaCasa may commence negotiations with another Respondent.

Attachments

A copy of the Cooperative Agreement

A copy of the Work Plan

Separate file on website- Summary Report Goshen-Quality Drive Away subsurface.

| | | | | | |
|--|---|--|---|---|------------------------------------|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | ASSISTANCE ID NO. | | | DATE OF AWARD 12/22/2008 |
| | | PRG | DOC ID | AMEND# | |
| | | BF - 00E61301 - 0 | | | MAILING DATE 12/29/2008 |
| | | TYPE OF ACTION New | | | |
| PAYMENT METHOD: ASAP | | | ACT# pend | | |
| RECIPIENT TYPE: Not for Profit | | Send Payment Request to: Las Vegas Finance Center | | | |
| RECIPIENT: | | PAYEE: | | | |
| LaCasa Inc. 202 N. Cottage Ave. Goshen, IN 46528 EIN: 35-1554538 | | LaCasa Inc. 202 N. Cottage Ave. Goshen, IN 46528 | | | |
| PROJECT MANAGER | | EPA PROJECT OFFICER | | EPA GRANT SPECIALIST | |
| Larry Gautsche 202 N. Cottage Ave. Goshen, IN 46528 E-Mail: larry.gautsche@lascasagoshen.org Phone: (574) 533-4450 | | Patricia Polston 77 West Jackson Blvd. Chicago, IL 60604-3507 E-Mail: polston.patricia@epa.gov Phone: 312-886-8093 | | Madeline Rucker Assistance Section, MC-10J E-Mail: rucker.madeline@epa.gov Phone: 312-886-7180 | |
| PROJECT TITLE AND DESCRIPTION | | | | | |
| LACASA INC. - BROWNFIELD CLEANUP This is a Brownfields Cooperative Agreement for LaCasa, Inc., Goshen, Indiana, to start the environmental remediation for one brownfield site. The site is the former Quality Drive Away Property, 212 Prospect Ave., Goshen, IN site. The cleanup effort, when completed, is targeted for low to moderate income residential housing and will provide access to a proposed green area and bicycle path. The success of redevelopment is contingent upon the successful environmental remediation of this site. | | | | | |
| BUDGET PERIOD 01/01/2009 - 12/31/2012 | | PROJECT PERIOD 01/01/2009 - 12/31/2012 | | TOTAL BUDGET PERIOD COST \$240,000.00 | |
| | | | | TOTAL PROJECT PERIOD COST \$240,000.00 | |
| NOTICE OF AWARD | | | | | |
| Based on your application dated 05/29/2008, 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. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments. | | | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | | AWARD APPROVAL OFFICE | | |
| ORGANIZATION / ADDRESS | | | ORGANIZATION / ADDRESS | | |
| U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507 | | | U.S. EPA, Region 5 Superfund Division 77 West Jackson Blvd., S-6J Chicago, IL 60604-3507 | | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | | | |
| SIGNATURE OF AWARD OFFICIAL | | TYPED NAME AND TITLE | | DATE | |
| Digital signature applied by EPA Award Official | | Walter W. Kovalick, Jr., Ph.D., Assistant Regional Administrator for Resources Management | | 12/22/2008 | |
| AFFIRMATION OF AWARD | | | | | |
| BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION | | | | | |
| SIGNATURE | | TYPED NAME AND TITLE | | DATE | |
|  | | Becky Gascho, Vice President of Operations | | 1/5/2009 | |

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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 | \$ | \$ 40,000 | \$ 40,000 |
| State Contribution | \$ | \$ | \$ 0 |
| Local Contribution | \$ | \$ | \$ 0 |
| Other Contribution | \$ | \$ | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 240,000 | \$ 240,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|--|--|----------------------|
| 66.818 - Brownfields Assessment and Cleanup Cooperative Agreements | CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2) CERCLA: Sec. 104(k)(3) | 40 CFR PART 30 |

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|---------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| LA CASA | 0905STX012 | 09 | E4C | 05F2AG7 | 402D79E | 4114 | G5CJOQ00 | | 200,000 |
| | | | | | | | | | 200,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|--|
| 1. Personnel | \$0 |
| 2. Fringe Benefits | \$0 |
| 3. Travel | \$2,000 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$238,000 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$240,000 |
| 10. Indirect Costs: % Base | \$0 |
| 11. Total (Share: Recipient 16.67 % Federal 83.33 %.) | \$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

1. CONSULTANT CAP

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2008, the limit is \$571.12 per day and \$71.39 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

2. COPYRIGHTED MATERIAL

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

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

TECHNICAL ASSISTANCE GRANT RECIPIENTS - PART 30 RECIPIENTS - AWARDS FOR FISCAL YEAR < 250K

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement 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 (MBE/WBE) participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal

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

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 ensure 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.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted annually for the period ending September 30th for:

- 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and
- 40 CFR Part 35, Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to:

Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

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.

4. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

5. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATES (PART 30)

In accordance with 40 CFR 30.25 (f)(2), the recipient is authorized, without EPA's prior approval, to extend the project and budget period of expiration date(s) for up to 12 months as long as the extension:

- is not prohibited by the terms and conditions of this award;
- does not require additional Federal funds;
- does not involve any change in the approved objectives or scope of the project;
- does not extend the project merely for the purpose of using remaining unobligated balances; or
- is not precluded by a statute or regulation, or is authorized solely on the basis of terms set forth in the statutes.

If the recipient chooses to exercise this one-time extension, the recipient must submit a written justification and the revised expiration date(s) to EPA at least 10 days before the expiration date of this award document. The submission must be in writing and should be submitted to the EPA, Acquisition and Assistance Branch.

If an extension is not necessary, the recipient shall submit a final FSR to the EPA, Acquisition and

Assistance Branch within 90 days after the project period expiration date.

6. FEDERAL CASH TRANSACTION REPORT

The SF272 report is due within 15 working days following December 31 of any given calendar year. This form must be submitted to: *U.S. EPA, LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515*. For more information contact: Richard Sherburne, LVFC at 702-798-2494.

7. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

8. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

9. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. MULTI-YEAR GRANT - INTERIM FINANCIAL STATUS REPORTS

An Interim Financial Status Report - also called the SF269 - must be submitted annually within 90 days following the end of each 12-month period. All interim FSRs must be submitted to the EPA Grants Specialist as identified on page one of this Assistance Agreement.

11. MANDATORY GRANT MANAGEMENT TRAINING FOR NON-PROFIT RECIPIENTS

Recipient acknowledges that two employees of this recipient organization must complete the mandatory on-line training, "EPA Grant Management Training for Non-Profit Applicants and Recipients." One person must be the project manager, or equivalent, for this assistance agreement. The other individual must be the person authorized to draw down funds for this assistance agreement. The training must be completed by both employees prior to the return of the award document to EPA and the receipt of any grant funds. The course can be accessed at:

<http://www.epa.gov/ogd/>

At the end of the course the recipient must print out, sign and return the certificate of completion with the affirmation of acceptance to the appropriate grants office. The training certification will expire 3 years from the last training date. No funds will be released to the recipient by EPA until the required training is completed.

12. PRE-AWARD COST

Pre-Award cost is approved prior to grant award to allow for travel to various Brownfield's Conferences. However, if for any reason the amount of the award is less than anticipated, EPA is under no obligation to reimburse for these costs. Costs are incurred at your own risk.

13. RECYCLED PAPER - PART 30 RECIPIENTS - EDUCATION, HOSPITALS, NON-PROFITS

In accordance with 40 CFR 30.16, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

14. RECYCLED PRODUCTS - EDUCATION, HOSPITALS & NON-PROFITS

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines

15. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

16. STATUTORY LIMITATION - COST SHARE [PART 30 & 31 RECIPIENTS]

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation of 83.33% of total allowable program/project costs or the total funds awarded, whichever is lower.

17. SUBAWARDS

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward

competitions.

18. SUSPENSION & DEBARMENT: 2 CFR PART 1532

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

19. TRAFFICKING VICTIMS OF 2000 - PART 30 RECIPIENTS

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

20. UNLIQUIDATED OBLIGATIONS - PART 30 RECIPIENTS

Submission of Financial Status Report

Pursuant to 40 CFR 30.52(a)(1) and 30.71(a), EPA recipients shall submit a final Financial Status Report - also called the SF269 - to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Completed SF269s must be faxed to 702-798-2423 or mailed to the following address: US EPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 30.62 if the recipient does not comply with this term and condition.

21. ASAP PAYMENT METHOD

In order to comply with the Debt Collection Improvement Act of 1996, the recipient must complete and return the attached information to the Las Vegas Finance Center for enrollment in the Automated Standard Application for Payments (ASAP) system. You may fax or e-mail this information to Rich Sherburne, Financial Specialist, at Sherburne.Richard@epamail.epa.gov or fax (702-798-2423).

22. SINGLE AUDIT ANNUAL REPORTING REQUIREMENT

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient **MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

Programmatic Conditions

1. Cleanup Terms and Conditions

I. GENERAL FEDERAL REQUIREMENTS

Note: These terms and conditions contain references to EPA financial assistance regulations at 40 CFR Parts 30 and 31. 40 CFR Part 30 is applicable to non-profit and educational institution recipients and 40 CFR Part 31 is applicable to governmental recipients.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: In implementing this agreement, the cooperative agreement recipient (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.
 - b. 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.
 - c. If the State or Tribe does not have a promulgated Response Program, then the CAR is

required to consult with the Environmental Protection Agency (EPA) to ensure protectiveness of human health and the environment.

2. 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:
 - a. CERCLA 104(g) requires that grant recipients comply with the prevailing wage rate requirements under the Davis-Bacon Act of 1931 for construction, repair or alteration contracts "funded in whole or in part" with funds provided under this agreement. The CAR must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction, alteration or repair contract.
 - b. The CAR agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."
 - c. Federal cross-cutting requirements including, but not limited to, MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b); 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.

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 work plan. Any changes to the boundaries of the site must be approved by EPA in a revised work plan.
 - b. The CAR may not make substantial changes to the cleanup method described in the work plan 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 date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 1½ years from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, EPA may terminate this agreement. Sufficient progress is indicated by the grantee having public noticed an approvable cleanup plan.

B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative

agreement.

- a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; review of project phases; and approval of substantive terms included in professional services contracts.
 - b. Substantial EPA involvement may include reviewing 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 applicable OMB Circulars.

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 brownfield 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 subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors are consistent with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.3 and 40 CFR 30.2(f). The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36 or the Procurement Standards of 40 CFR Part 30, as applicable. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.

D. Quarterly Progress Reports

1. The CAR must submit progress reports on a quarterly basis (30 days after the end of each Federal fiscal quarter) to the EPA Project Officer. The progress reports must document incremental progress at achieving the project goals and milestones. Quarterly progress reports must include:
 - a. Documentation of progress at meeting performance outcomes/outputs; project narrative; project time line; and an explanation for any slippage in meeting established outputs/outcomes.
 - b. An update on project milestones.
 - c. A budget recap summary page with the following headings: Current Approved Budget; Costs Incurred this Quarter; Costs Incurred to Date; and Total Remaining Funds.

- d. If applicable, quarterly reports must specify costs incurred at petroleum-only brownfield sites.
 - e. *Recipient quarterly reports must clearly identify which activities performed during the reporting period were undertaken with EPA funds, and will relate EPA-funded activities to the objectives and milestones agreed upon in the work plan. Absent a Property Profile Form and consistent with the work plan for this agreement, activities undertaken with EPA funds to be included in quarterly performance reporting may include:*
 1. *Acres per property*
 2. *Cleanup started/completed*
 3. *Types of contaminants cleaned up*
 4. *Acres of greenspace created*
 5. *Engineering/institutional controls required, type, and whether they are in place*
 6. *Redevelopment underway*
 7. *Funds leveraged*
 8. *Jobs leveraged*
 9. *Health monitoring studies, insurance, and/or institutional controls funded*
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended by the CAR at petroleum sites identified in the EPA-approved work plan.
 3. The CAR must complete and submit relevant portions of the Property Profile Form reporting the signing of a loan or subgrant, the initiation of cleanup activities, the completion of cleanup activities and other relevant project milestones, e.g., concerning institutional controls, contaminants, and reuse. The CAR must submit the updated Property Profile Form reflecting such events within 30 days after the end of the Federal fiscal quarter in which the event occurred. The CAR may be provided access to an on line reporting system, the Assessment, Cleanup and Redevelopment Exchange System, by the EPA Project Officer to perform their reporting requirements. Alternately, the CAR may complete a hard copy version of the Property Profile Form available from their EPA Project Officer or on line at: <http://www.epa.gov/brownfields/pubs/rptforms.htm>
 4. In accordance with 40 CFR§31.40(d) or 40 CFR §30.51(f), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. CERCLA §104(k)(9)(B)(iii) requires the recipient of this cooperative agreement to 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 work plan, 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 work plan;

- 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 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 subgrants to the extent allowable in III.C.2; and carrying out community involvement pertaining to the cleanup activities.

2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfield program development and implementation (including monitoring of health and institutional controls) as described in the EPA-approved work plan. The CAR must maintain records on all funds used to carry out its program development and/or health monitoring and institutional control activities to ensure that no more than 10% of its funds were used.

3. **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 brownfield 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 applicable OMB Circulars.
- 2. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars incurred by the CAR.
 - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR

Part 30 or 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement. 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 US EPA Brownfield grants/subgrants;
- (2) Record retention required under 40 CFR 30.53 and 40 CFR 31.42;
- (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 30.33, 30.34, and 30.35 and 40 CFR 31.32 and 31.33;
- (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 30.25 and 40 CFR 31.30;
- (5) Maintaining and operating financial management systems required under 40 CFR 30 and 40 CFR 31;
- (6) Preparing payment requests and handling payments under 40 CFR 30.22 and 40 CFR 31.21;
- (7) Non-federal audits required under 40 CFR 30.26, 40 CFR 31.26, and OMB Circular A-133; and
- (8) Close out under 40 CFR 30.71 and 40 CFR 31.50.

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 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 40 CFR §31.21(i) and §30.22(l) 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 40 CFR 30.24(b)(1) or 40 CFR 31.25(g)(2), as applicable.

IV. ENVIRONMENTAL CLEANUP REQUIREMENTS

A. Authorized Cleanup Activities

1. The CAR shall prepare an analysis of brownfield cleanup alternatives 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 will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
2. For cleanup of petroleum sites identified in the EPA-approved work plan, an analysis of cleanup alternatives must include considering a range of proven cleanup methods including identification of contaminant sources, exposure pathways, and an evaluation of corrective measures. The cleanup method chosen must be based on this analysis.
3. 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 (QA) Requirements

1. If environmental samples are to be collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 40 CFR Part 31.45 (or 40 CFR Part 30.54 requirements for nonprofit organizations) 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.

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.

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. Subject to the EPA notification and approval provision of Section I.B.1.b., the CAR is allowed to change cleanup activities as necessary based on comments from the public or any new information acquired.

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 40 CFR 31.42 or 40 CFR 30.53, 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 assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

B. Conflict of Interest

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

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

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value

from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

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. **Alternate 1.** If the approved budget for the project includes a substantial amount of construction costs, EPA will pay the CAR on a reimbursement basis.
2. **Alternate 2.** If the approved budget for the project includes construction costs, EPA will pay the CAR on a "progress payment" basis according to a progress payment schedule.
3. **Alternate 3.** If the approved budget does not include construction costs, the CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 40 CFR 30.22 or 40 CFR §31.21, as applicable.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50 or 40 CFR 30.71 following expiration of the term of the agreement or expenditure of the funds awarded and completion of the activities described by the EPA-approved work plan.

2. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

Recipients subject to 40 C.F.R. Part 30

Performance Reports:

In accordance with 40 C.F.R. § 30.51 (d), the recipient agrees to include in performance reports submitted under this agreement 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.

In accordance with 40 C.F.R. § 30.51 (f), the recipient 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 assistance agreement work plan.

3. NATIONAL HISTORIC PRESERVATION ACT

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

WORKPLAN

**LaCasa, Inc.
202 North Cottage Avenue
Goshen, IN 46528**

**Workplan for CERCLA Section 104(k) Cleanup Cooperative Agreement
Brownfield Cleanup Project for the Former Quality Drive Away Property
212 Prospect Avenue
Goshen, Indiana**

Goal 4: Healthy Communities and Ecosystems

Objective 4.2: Communities – Sustain, Clean up, and Restore Communities and the Ecological Systems that support them.

Subobjective 4.2.3: Assess, Clean up and Redevelop Brownfield

Specifically, the grant recipient will carry out cleanup activities in order to encourage revitalization and reuse of brownfields sites. Project period is 3 years.

CFDA: 66.818 – Assessment, Cleanup, and Revolving Loan Fund Grants

CERCLA Authority: 104(k)(2)&(3)

DCN: STX

Budget: FY 08

Appropriation: E4

Budget Org: 05F0AG7

Object Class: 4114

Program Results Code (PRC): Hazardous Sub 402D79E (Action Code: OQ)

Project Contact: Mr. Larry Gautsche
President/CEO
LaCasa, Inc.
202 North Cottage Avenue
Goshen, IN 46528
larry.gautsche@lacasagoshen.org

Project Period: August 1, 2008 – July 31, 2011

Proposed Outputs and Outcomes

The primary expected output is to use the grant funds to conduct remediation of hazardous substance-contaminated soil at the Former Quality Drive Away Property. The cleanup effort will result in the removal of 5 acres of blighted property from the Northside Neighborhood of the City of Goshen, Indiana.

The expected outcome is that remediation will facilitate planned redevelopment of the Property to low to moderate income housing. Remediation and redevelopment will also

improve the environmental and aesthetic quality of the area and increase property values/tax base.

I. INTRODUCTION

The United States Environmental Protection Agency (U.S. EPA) has awarded LaCasa, Inc. (LaCasa) a \$200,000 Brownfields Cleanup Grant for the former Quality Drive Away Property. The site is known to be contaminated with hazardous substances resulting from historical operations which included manufacturing of furniture, tents, windows and doors and other industrial use from 1886 until 2001 when ownership was acquired by the City of Goshen, Indiana. LaCasa plans to acquire the property as the sole owner on or before June 30, 2008.

The property is targeted for low to moderate income residential redevelopment. Active remediation will be required to facilitate redevelopment of the property. The redeveloped property will also provide access to a proposed green area and bicycle path (Linear Park) that will border the southern portion of the redevelopment adjacent to Rock Run Creek to connect a bikepath network connecting parks and schools in the Cities of Goshen and Elkhart.

II. PROJECT OVERVIEW

The following tasks comprise LaCasa, Inc.'s Cleanup Grant Project:

1. Community Involvement
2. Site Cleanup and Grant Management
 - 2a. Contract with Environmental Consultant
 - 2b. Conduct Cleanup
 - 2c. Grant Management

III. MANAGEMENT AND COORDINATION

LaCasa has an experienced project team. The following identifies the members of the team and the organizational structure overseeing the project.

Project Manager – Mr. Larry Gautsche, President/CEO

Mr. Gautsche will be responsible for the management of the U.S. EPA grant. Mr. Gautsche has extensive experience in the management of Federal grants and programs. The Project Manager's duties include those activities required to implement and manage the project under the cooperative agreement, including all reporting and contractor/consultant procurement. The Project Manager will perform those activities necessary to manage the project in compliance with the Work Plan and Cooperative Agreement and all required state statutes, terms and conditions, including establishment of necessary records and files, financial management, day to day project oversight, and

attendance at necessary meetings. The Project Manger will also work closely with the Indiana Department of Environmental Management (IDEM) and other stakeholders.

Project Associate – Brad Hunsberger, Director of Housing Development

Mr. Hunsberger will assist Mr. Gautsche in the management of the U.S. EPA grant. Mr. Hunsberger has experience with management of Federal grants and programs. As Project Associate, Mr. Hunsberger will be available to the Project Manager on an as-needed basis. It is anticipated that Mr. Hunsberger will work on completion of required forms and development and implementation of the Work Plan, and the implementation of the Cooperative Agreement.

Neighborhood Association

The Northside Neighborhood Association as well as the Goshen Redevelopment Commission will assist LaCasa in providing outreach to the targeted community from pre-award community notification through remediation, redevelopment and ongoing maintenance of the area. This will include making cleanup documents available to the public and soliciting public comment on the analysis of cleanup alternatives. Cleanup of this site is a top priority of the neighborhood and any news of progress with this project will be met with active participation and interest by neighborhood residents.

Qualified Environmental Consultant

An environmental consultant will be selected through a competitive procurement process. The selected consultant will provide technical assistance and support related to the investigation, reporting, and recording activities associated with the grant. Further, the selected consultant will play an advisory role in facilitating cleanup.

Environmental Contractor

An approved and qualified contractor will be selected through a competitive procurement process to perform remediation activities on the site.

IV. PROJECT TASK AND SCHEDULE DESCRIPTION

TASK 1: COMMUNITY INVOLVEMENT

Community participation and incorporating community input and insight will continue to be an integral component of our scope of work. Notice of grant award was covered in two community newspapers: (1) The Truth (April 9 2008) and (2) Goshen News (April 9 and 10, 2008). An initial community meeting was held on May 22, 2008. LaCasa proposes to work closely with the Northside Neighborhood and entire community during the design and implementation phases of this project. Additional community meetings, at a minimum, will be held at the beginning of the 30-day comment period on the Remediation Workplan (RWP) and at the end of cleanup activities (see task 2).

An Administrative Record will be established and maintained at the Goshen Public Library. The record will include: all project documents/reports, including the RWP, Soil Clean up Specification/Bid Package, and Remediation Completion Report.

Activities to be performed under this task and proposed completion dates include:

| | |
|--|-----------------------------------|
| Release Public Notice of Grant Award: | April 2008 |
| Community Outreach: | Throughout the grant cycle |
| 30-day public comment period on RWP: | September 2008 |

TASK 2: SITE CLEANUP AND GRANT MANAGEMENT

Subtask 2a: Contract with Environmental Consultant

Through the competitive procurement process LaCasa will retain the services of a qualified environmental consultant to provide technical assistance throughout the cleanup process. It is expected that the consultant will be selected following applicable Federal guidelines and policies including a public announcement of Request for Proposals and Qualifications, reviews, interviews as appropriate, selection, and contract negotiations.

Subtask 2b: Conduct Cleanup

Cleanup activities will consist of the following:

Complete Remediation Work Plan (RWP) – Expenditures for this task will involve the development of a RWP by the qualified selected consultant. The site is currently in the IDEM Brownfields Program as a result of several previous grants awarded by the State of Indiana for site assessment. It is planned to continue the cleanup under the Brownfields Program. A RWP will be prepared per the requirements of IDEM for U.S. EPA and IDEM review and comment. The RWP will provide the required site background, investigation information and data that were previously determined during the environmental assessments conducted at the site. The RWP will describe the selection and rationale of the IDEM Risk Integrated System of Closure (RISC) cleanup criteria to be implemented at the site. The RWP will include the technical feasibility of the selected remedial alternatives, protectiveness of human health and the environment, estimated costs for implementation, ability to achieve the proposed cleanup criteria and community acceptance for the selected remedial alternatives. The RWP will also include a Health and Safety Plan, Quality Assurance Project Plan and Confirmation Sampling Plan. Estimated time frames for remedial implementation and completion will also be presented. The RWP will be subject to a 30-day public review and comment period prior to submittal to the U.S. EPA (for review) and IDEM (for review and approval).

Complete Site Cleanup Activities – Following the approval of the RWP and completion of community participation/involvement, cleanup activities will be conducted at the site. The selected environmental consultant will coordinate remedial contractor procurement and oversee cleanup activities. The selected environmental consultant will be present on

site to direct cleanup activities and provide photodocumentation and other documentation of site activities. During corrective action activities, health and safety monitoring will be conducted at the site. Following the completion of cleanup activities, soil closure sampling will be conducted as detailed in the RWP and per the requirements of IDEM to verify that the RISC cleanup criteria have been met.

Completion Report – Following completion of remedial activities at the site, a Remediation Completion Report will be prepared per the requirements of the IDEM. The report will include background of the site; a description of remedial actions conducted at the site; soil analytical results (along with QA/QC results); and conclusions of remedial activities conducted at the site. It is anticipated that the report will conclude that corrective action activities have been completed at the site and request that a Certificate of Completion be issued from IDEM. Activities to be performed under this task include the following:

Activities to be performed under this task and proposed completion dates include:

| | |
|--|----------------------|
| Selection of Environmental Consultant: | May 2009 |
| Prepare RWP Report and Public Comment Period: | June 2009 |
| Cleanup Plan Approval: | July 2009 |
| Remediation Start Date: | August 2009 |
| Clean Up Verification: | October 2009 |
| Prepare Draft Remediation Completion Report | November 2009 |
| Finalize Remediation Completion Report | December 2009 |

Subtask 2c: Grant Management

Grant management will be the responsibility of the Project Manager. Costs associated with the remediation of the site, including financial reporting and attendance at local, state and national brownfield related conferences are covered in this grant. The Project Manager, with the participation of the consultant, will prepare and submit quarterly reports to U.S. EPA for the duration of the grant activity. The reports will describe progress on each defined Task in this Work Plan and additional information as required in the Terms & Conditions of the Cooperative Agreement. Reports will be submitted electronically, unless another arrangement is discussed and approved by U.S. EPA. A Property Profile Form will be completed for the property and updated, as funds are spent, on a quarterly basis. LaCasa will also prepare annual financial reports on the program for U.S. EPA. This task also includes general communication with U.S. EPA about the grant.

V. BUDGET

The budget for this grant's components is provided in detail below.

| Line No. | Budget Categories (program costs only) | Task 1 | Task 2 | Total |
|---|--|--------------------|------------------|------------------|
| | | Community Outreach | Site Cleanup | |
| U.S. EPA GRANT FUNDED PROGRAM COSTS | | | | |
| 1 | Personnel | | | |
| 2 | Travel | \$2,000 | | \$2,000 |
| 3 | Fringe Benefits | | | |
| 4 | Equipment | | | |
| 5 | Supplies | | | |
| 6 | Contractual | | \$198,000 | \$198,000 |
| 7 | SUBTOTALS | \$2,000 | \$198,000 | \$200,000 |
| STATE OF INDIANA FEDERAL GRANT MATCH INCENTIVE PROGRAM FUNDING (20%) | | | | |
| 8 | Contractual | \$5,000 | \$35,000 | \$40,000 |
| 9 | SUBTOTALS | \$5,000 | \$35,000 | \$40,000 |
| 10 | TOTALS | \$7,000 | \$233,000 | \$240,000 |

Procurement of all contracted services (i.e., costs listed on lines 6 and 8 of the budget table) will comply with the procedures contained in 40 CFR 31.36. U.S. EPA grant funds will not be used for administrative costs as defined in Appendix 2 of the Proposal Guidelines.

While the budget provided above will fully address all of the estimated costs, the City of Goshen has committed to provide or obtain from other interested parties any gap funding needed for this project. In this regard, the City has obtained a stipulated loan commitment from the Indiana Finance Authority (IFA) in the amount of \$140,000.

Task 1: Community Outreach and Involvement – \$2,000 from U.S. EPA grant, \$7,000 total – To assure the community residents and other stakeholders are well informed and that their concerns are fully addressed throughout the project, community outreach activities will be performed and may include room rental, newspaper public notice advertisements, mailings, updating the LaCasa website, display materials costs, printing fact sheets and various media events. LaCasa may contract with a consulting firm familiar with public relations. Public outreach activities related to the Former Quality Drive Away site will also be coordinated with the City of Goshen as they have been for the past 9 years.

The \$2,000 travel budget will fund LaCasa personnel attending two state and one national brownfield conference. A breakdown of expenses follows:

| | |
|--|----------------|
| Airfare for travel to one national brownfields conference (\$500/flight) | \$500 |
| Lodging at one national brownfields conference (\$150/night for three nights) | \$450 |
| Meals at one national brownfields conference and two state brownfields conferences (\$60/day for 3 days per national conference and 2 days per state conference) | \$420 |
| Rental car and fuel for travel at one national brownfields conference and two state brownfields conferences (\$90/day for three days per national conference, 2 days per state conference) | \$630 |
| TOTAL | \$2,000 |

Task 2: Site Cleanup and Grant Management – \$198,000 from U.S. EPA grant; \$233,000 total – Of the money spent on this task, all of the U.S. EPA grant funds and \$233,000 of the total expenditures will be for contracted services for consulting and for remedial construction. Efforts will include the development of cleanup plans and specifications related to future site use, soil handling and disposal, construction oversight and documentation and grant management.