

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 02J89701 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 4B	<b>DATE OF AWARD</b> 11/26/2024	
			<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 12/02/2024
			<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> X0710
			<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> rtpfc-grants@epa.gov
<b>RECIPIENT:</b> CITY OF SHERWOOD 22560 SW PINE STREET SHERWOOD, OR 97140-9933 <b>EIN:</b> 93-6002255			<b>PAYEE:</b> CITY OF SHERWOOD 22560 SW PINE STREET SHERWOOD, OR 97140-9933		
<b>PROJECT MANAGER</b> Craig Sheldon 15527 SW Willamette St. SHERWOOD, OR 97140-9933 <b>Email:</b> sheldonc@sherwoodoregon.gov <b>Phone:</b> 503-925-2310		<b>EPA PROJECT OFFICER</b> Margaret Olson 805 SW Broadway, OOO Portland, OR 97205 <b>Email:</b> olson.margaret@epa.gov <b>Phone:</b> 503-326-5874		<b>EPA GRANT SPECIALIST</b> Charles Devoe 1200 Sixth Avenue, Suite 155 Seattle, WA 98101-3144 <b>Email:</b> devoe.charles@epa.gov <b>Phone:</b> 206-553-6291	
<b>PROJECT TITLE AND DESCRIPTION</b> City of Sherwood FY2024 Brownfields Cleanup Cooperative Agreement - Former Frontier Leather Tannery Site  Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement provides funding under the Infrastructure Investment and Jobs Act (IIJA) to the City of Sherwood, Oregon. The recipient will conduct remediation activities as authorized by CERLCA 104(k)(3) at the Former Frontier Leather Tannery site in Sherwood, Oregon. Specifically, this agreement will provide funding to the recipient to clean up a brownfield site(s). Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, will create a community involvement plan and administrative record for the site(s), and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the recipient will remediate one brownfield site and anticipates holding eight community meetings, finalizing one Analysis of Brownfield Cleanup Alternatives, and submitting thirty-two quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Sherwood, Oregon. No subawards are included in this assistance agreement.					
<b>BUDGET PERIOD</b> 10/01/2024 - 09/30/2028	<b>PROJECT PERIOD</b> 10/01/2024 - 09/30/2028	<b>TOTAL BUDGET PERIOD COST</b> \$ 5,000,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 5,000,000.00		
<b>NOTICE OF AWARD</b>  Based on your Application dated 11/13/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 5,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 5,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, EPA Region 10 R10 - Region 10 1200 Sixth Avenue, Suite 155 Seattle, WA 98101-3144			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>Digital signature applied by EPA Award Official</b> Andrea Manion - Grants Management Officer				<b>DATE</b> 11/26/2024	



## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 54,040
2. Fringe Benefits	\$ 21,616
3. Travel	\$ 10,650
4. Equipment	\$ 0
5. Supplies	\$ 2,500
6. Contractual	\$ 431,585
7. Construction	\$ 4,413,259
8. Other	\$ 66,350
9. Total Direct Charges	\$ 5,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 5,000,000
12. Total Approved Assistance Amount	\$ 5,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 5,000,000
15. Total EPA Amount Awarded To Date	\$ 5,000,000

## Administrative Conditions

### GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: [https://www.epa.gov/system/files/documents/2024-10/fy\\_2025\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2024\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf)

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

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

### A. CORRESPONDENCE

Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)

MBE/WBE reports (EPA Form 5700-52A): [R10grants@epa.gov](mailto:R10grants@epa.gov)

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: [R10grants@epa.gov](mailto:R10grants@epa.gov)

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: [olson.margaret@epa.gov](mailto:olson.margaret@epa.gov)

Administrative questions and issues: [devoe.charles@epa.gov](mailto:devoe.charles@epa.gov)

### B. PRE-AWARD COSTS

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 10/01/2024 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

## Programmatic Conditions

### FY24 Brownfields Cleanup Cooperative Agreement

#### Infrastructure Investment and Jobs Act Funds

#### Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Cleanup Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA).

## I. GENERAL FEDERAL REQUIREMENTS

### A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2024 (FY24) competition for Brownfield Cleanup cooperative agreements. EPA's approval of the FY24 application indicates that the CAR is in compliance with the Site Characterization requirement (as outlined in Section III.B.9. of the FY24 Cleanup Grant Guidelines) and has provided information to EPA that demonstrates that a sufficient level of site characterization from environmental site assessments have been performed for the remediation work to begin on the site subject to this agreement.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of 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.
3. The CAR must consider whether it is required to conduct cleanups through 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 EPA Project Officer to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated response program that is applicable to the planned brownfield activity, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); 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 § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon, please see the [Contract Provisions for Davis-Bacon and Related Acts](#) and the Brownfields Davis-Bacon terms and conditions.

7. Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA; also known as Bipartisan Infrastructure Law or BIL) (P.L. 117-58, §§70911-70917). The CAR can also refer to EPA's [Frequently Asked Questions for BABA](#) for more information.

8. The recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

## II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

### A. Site Ownership

1. The CAR may only clean up the site(s) it solely owns that is specified in the workplan for this cooperative agreement. The CAR must retain ownership of the site(s) while Brownfield Cleanup Grant funds are disbursed for the cleanup of the site(s) and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site(s). For the purposes of this agreement, the term “owns” means fee simple title unless the EPA previously approved a different ownership arrangement.

### B. Continuing Obligations for CARs

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. The CAR must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR to maintain its eligible 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)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing “all appropriate inquiries” into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous

substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).

d. Taking “reasonable steps” with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.

e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.

f. Providing full cooperation, assistance, and access to persons that are authorized to

conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).

h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

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).

CARs that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.



### C. Site Substitution and Cleanup Method Changes

1. The CAR must use funds provided by this agreement to clean up the brownfield site(s) in the EPA-approved workplan. The CAR shall not substitute a different brownfield site.
  
2. The CAR shall not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup based on public comment or other reasons, without prior EPA approval.

## III. GENERAL COOPERATIVE AGREEMENT

## ADMINISTRATIVE REQUIREMENTS

### A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- an appropriate remediation plan is in place, institutional control development (if necessary) has commenced;
- initial community engagement activities have taken place;
- relevant state or tribal pre-cleanup requirements are being addressed;
- a Qualified Environmental Professional has been procured; and
- a solicitation for remediation services has been issued.

Sufficient progress at 30 months is indicated when:

- at least 50% of the site-specific activities have been completed and funds have been requested by and disbursed to the CAR;
- a Quality Assurance Project Plan has been approved by EPA; and
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

## **B. Substantial Involvement**

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- e. Collaboration during the performance of the scope of work including participation in project

activities, to the extent permissible under EPA policies. Examples of collaboration include:

- i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
  - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
  - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)
  - iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- f. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.
- g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.
- h. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
- i. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1. The EPA Project Officer will provide waivers to provisions a. – d. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

### C. Cooperative Agreement Recipient Roles and Responsibilities

1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site remediation activities vs. community engagement) and to allow the ability for work be performed concurrently at multiple sites.

2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site cleanup activities at a given site.

3. *Subawards* are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.327. The CAR must obtain written approval from the EPA Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

4. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or

information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental

Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's

Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

6. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

#### D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The EPA Project Officer will notify the CAR when use of the Quarterly Performance tool within ACRES is required. Once the EPA Project Officer notifies the CAR of required use, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1<sup>st</sup> quarter); January 1 – March 31 (2<sup>nd</sup> quarter); April 1 – June 30 (3<sup>rd</sup> quarter); and July 1 – September 30 (4<sup>th</sup> quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Cleaning Quarterly Report function or to the EPA Project Officer. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Cleanup cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers<sup>[1]</sup> among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements can change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements, specific to Brownfields Cleanup, change.

- f. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to clean up the specific property(ies) under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (e.g., clean up started) and any final accomplishments (e.g., clean up completed, contaminants removed, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

#### **F. Final Cooperative Agreement Performance Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

### **IV. FINANCIAL ADMINISTRATION REQUIREMENTS**



## A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement.

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

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA-approved workplan.
  - b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
  - c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
  - d. Using up to \$50,000 of the cooperative agreement funds to conduct unforeseen environmental site assessment activities only when:
    - i. the state or tribal environmental authority requires additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); or
    - the site is not enrolled in the State or Tribal response program and the Environmental Professional recommends, in writing, additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); and

- ii. the CAR has exhausted available resources to conduct the environmental site assessment, including the resources described in the FY24 application.

The CAR must obtain written approval from the EPA Project Officer to use funding from this cooperative agreement to characterize the site.

- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

- f. Performing limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.

- g. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

- h. Establishing an Administrative Record.

- g. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]

- j. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community engagement pertaining to the cleanup activities.

**2. Local Governments Only** – If authorized in the EPA-approved workplan and budget narrative, up to 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 of monitoring health conditions and institutional

controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the sum of direct EPA funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$250,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
  - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
  - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;

- iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
- iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
- v. Financial reporting under 2 CFR § 200.328;
- vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
- vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

### **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 Phase I and Phase II environmental site assessment activities 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 site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors),

construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);

d. Job training activities unrelated to performing a specific cleanup at a site covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., 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 CAR or subaward recipient 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 purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

## V. CLEANUP REQUIREMENTS

### A. Authorized Cleanup Activities

1. The CAR shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events and changing climate conditions (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

### B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

When environmental data are collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

## 1. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP (The QAPP is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.),

ii. Prepare QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#),

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and the EPA Project Officer in writing if the previously EPA-approved QAPP is acceptable for this agreement.

- b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 120 days after grant award.
- c. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
- d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur.

**For Reference:**

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

### 3. Competency of Organizations Generating Environmental Measurement Data: In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the



project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

### C. Public Involvement and Community Outreach

1. All cleanup activities require a site-specific Community Involvement Plan. The plan must include providing reasonable notice to the community and opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

### D. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Sherwood, Oregon received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.D.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that

can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

## **E. 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 the ABCA; site investigation reports; the cleanup plan (or the contractor solicitation if it includes 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. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

#### **F. 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.
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 EPA to ensure an orderly transition should additional activities become necessary.

#### **G. 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 (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

#### **H. Inclusion of Additional Terms and Conditions**

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to cleanups supported with Cleanup cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental noncompliance at the site(s) subject to this agreement.

## **VI. PAYMENT AND CLOSEOUT**

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

### **A. Payment Schedule**

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a)

### **B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.
  - a. The CAR must submit the following documentation:
    - i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

[1] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

### **Davis-Bacon Term and Condition for Brownfields**

#### **1. Program Applicability**

- a. **Program Name:** Brownfields Program
- b. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)
- c. **Activities subject to Davis-Bacon:**

- i. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

1.

- ii. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete

replacement, or if it is an extensive soil excavation project;

- Construction of caps, barriers, and structures which permanently house treatment equipment; and
- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

d. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**

- **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:
  - Excavation and removal of contaminated soil;
  - Construction of caps or barriers;
  - Replacement of paving and concrete; and
  - Installation of water supply wells/piping/connections.
- **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:
  - Demolition (if followed by new construction);
  - Construction of structures which permanently house treatment equipment; and
  - Abatement of contamination in buildings (other than residential structures less than 4 stories in height).
- **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

## 2. **Davis-Bacon and Related Acts**

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

### 3. Recipient Responsibilities When Entering Into and Managing Contracts:

#### c. Solicitation and Contract Requirements:

- iii. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
- iv. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

**“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”**

1.

#### b. After Award of Contract:

- ii. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
- iii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

### 4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

#### d. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

**“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”**

1.

- b. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

- 5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage

determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

END OF DOCUMENT



**EPA REGION 10  
FY2024 BROWNFIELDS CLEANUP COOPERATIVE AGREEMENT  
BROWNFIELD CLEANUP GRANT  
WORKPLAN**

**FOR**

**CITY OF SHERWOOD, OR**

**Period of Performance (4 years for Community-Wide and Coalition Assessment Grants):  
October 1, 2024 – September 30, 2028**

**Date(s) of Draft Workplan (date each revision): November 5, 2024**

**Submitted by**

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**EPA Cooperative Agreement Number: 4B-02J89701**

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## 1. INTRODUCTION

### 1.1 Project Description, Goals and Objectives

The City of Sherwood Oregon (“City”; population 20,222; area 4.5 square miles), is in Washington County, approximately 20 miles southwest of Portland. The City’s backyard is the 900-acre Tualatin River National Wildlife Refuge (TRNWR), and the City is within the ancestral homelands of the Tualatin Band of the Kalapuyan Tribe, now part of the Confederated Tribes of Grand Ronde. The City incorporated in 1893, and a brickyard developed around the same time, fueled by rich clay deposited by the Missoula Ice Age floods. The City’s economy then developed around leather tanning and fruit and vegetable canning. The target area for this work is the City’s industrial corridor in northeast Sherwood (census tract 321.04). This area is home to the City’s lowest income neighborhood, Brickyard Terrace, which sits across Southwest (SW) Oregon Street from the proposed Brownfields site, the former Frontier Leather Tannery. The target area has been impacted by the City’s industrial history and strict state and regional land use requirements, which create Brownfields challenges by limiting land available to accommodate growth.

The City’s population grew 521% from 1990 to 2010. Even after slowing to 12% between 2010 and 2020, the City significantly exceeded the 7% median growth rate for Oregon municipalities over that period. Growth has increased demand for municipal services, such as public works, emergency response, and parks. Oregon’s unique statewide land use system requires all cities to restrict growth and preserve farmland and forests with an Urban Growth Boundary (UGB). Brownfield reuse is the City’s only option for creating space to serve its increasingly diverse residents. It will also protect the adjoining and sensitive TRNWR, bolster resilience by improving floodplain conditions, and reduce the risk that future flood events might spread contamination and impact nearby residents, who are disproportionately renters, lower income, and already impacted by environmental justice (EJ) concerns. Brownfield reuse will also support economic development goals by making the City’s main jobs center more attractive to employers and will provide access to greenspace and the TRNWR for workers and underserved residents.

Reuse strategies focus on public uses, and on protecting the floodplain, wetlands, and TRNWR. A 50-foot environmental buffer will separate the developable portion of the Site from the floodplain, providing a wildlife corridor and habitat, plus public education and recreational opportunities. By supporting increased water storage capacity in the 100-year floodplain, the buffer enhances Site resilience: regional climate change models estimate a 32% increase in 100-year extreme precipitation events by 2050, and added on-Site flood storage reduces flood risks. This reuse strategy could also support establishment of a City-run wetland mitigation bank. Reuse strategies for the wetlands portion include a new green infrastructure regional water quality installation to treat currently untreated stormwater from across east Sherwood (a 50-acre basin) before discharging into Rock Creek. Reuse strategies for the developable portion include greenspace and/or an expanded public works and emergency operations center, to include community space and a resilience hub, like a heating or cooling center. The City plans robust public visioning and engagement to further specify reuse strategies.

Different community groups and project partners have expressed a desire for Site redevelopment for over 20 years. Since 2015, the City has maintained a project website and held numerous public meetings regarding the Site, which has targeted hard-to-reach groups, including people with low-income and people with disabilities.

## Description of the Brownfield Site

The City's proposed Brownfield site ("Site") is the former Frontier Leather Tannery, located at 1210 SW Oregon Street. The Site is vacant with no structures, except for one small former pumphouse. It consists of 25 acres, over half of which (17.36 acres) is wetlands. These include two 3.4-acre former sedimentation (waste) lagoons. A portion of the Site is located in the 100-year floodplain. Rock Creek and associated wetlands along the Site's eastern boundary connect the Site to TRNWR. SW Oregon Street – a major thoroughfare – separates the Site from Brickyard Terrace to the south. From 1947, Frontier Leather used chromium oxide to tan cow and deer hides from the local slaughterhouse at the Site and split them into halves. The less valuable halves were buried on Site, and sludge from wastewater treatment processes was discharged into the two lagoons. Frontier Leather also leased an onsite building to a series of lead-acid battery manufacturers from 1956 to 1972, which resulted in the removal of 743 tons of lead-contaminated soil in the mid-1990s. A fire nearly destroyed the facility in 1981. Portions were rebuilt, and the tannery remained in use until 1998, when Frontier Leather went bankrupt, leaving no viable responsible party. The tannery had been vacant for almost 10 years when it burned to the ground in 2006.

The Oregon Department of Environmental Quality (DEQ) added the Site to its Orphan Site List in 2002, and initial assessments identified chromium, lead, and other heavy metals in soil and sediment at concentrations exceeding human health and ecological risks. A FY14 EPA Brownfields Site-Specific Assessment grant funded a Phase II Environmental Site Assessment (ESA) and draft Analysis of Brownfields Cleanup Alternatives (ABCA). Washington County acquired the Site through tax foreclosure between 2012 and 2014, and the City purchased the Site in 2023.

The Site is an attractive nuisance due to its unsecured location, frequent illegal dumping, and presence of wetlands, which is especially problematic given the surrounding residential, commercial, and light industrial uses. The Site also threatens the surrounding natural environment: previous assessments have identified metals in soil and sediment samples in Rock Creek, which discharges to TRNWR. Metal concentrations are highest in the hide-split landfill and downstream of breaches in the former waste lagoons. Chromium-contaminated hides, stacked in layers and exposed by erosion, are easily accessible by wildlife and people, including those camping due to homelessness. Police activity has been documented related to criminal mischief, arson, and odor complaints.

## 1.2 Organizational Structure and Responsibilities

The City has the knowledge and experience required to manage this grant. City staff engaged in this project are experienced grant administrators capable of successful and timely expenditure of EPA funds, meeting all technical, administrative, financial, and reporting requirements.

**Jason Waters, P.E.** is the City Engineer and director of the project. Jason has over 20 years' experience managing and delivering large public improvement projects and will manage the project day-to-day. He will work with the Qualified Environmental Professional (QEP) to develop, review, and approve all reports, Assessment, Cleanup and Redevelopment exchange System (ACRES) submissions, and deliverables. He will also lead City efforts to select a remediation contractor and will serve as the City's primary budget manager.

**David Bodway** is the city's finance director and the project's financial manager. He will work closely with Jason to coordinate the project finances. David will manage and approve EPA funds tracking and submission of reimbursement requests. David has 18 years' experience in government finance and accounting, and holds a Masters in Public Administration from Portland State University.

**Jo Guediri** is the Engineering Program Associate and will serve as administrative support. Jo has over 20 years' experience administering complex public construction contracts, including project setup and payments. She will support development of payment requests, review of payment processing, and preparing and submitting grant reimbursement requests.

**Tammy Stevens** is the City's volunteer coordinator and will serve as the City's community outreach lead, coordinating with Jason. Tammy has worked with the City for 10 years and enjoys strong connections with local nonprofits and other partners.

**Craig Sheldon** is the Acting City manager and Public Works Director, and will serve as the Project Supervisor. He will be accountable for the project and the City team's success. He will support Jason with reports to City Council. Craig has over 34 years' experience completing construction and public works projects.

The City has staff and systems in place to assist with and support efficient staff transitions should unforeseen events take place. This will eliminate project delays and ensure staff have appropriate qualifications and experience. The City procures \$2.2 million of contractor services annually and has the staff and procedures in place to acquire these through a competitive, qualifications-based process compliant with 2 CFR 200.317 - 200.326. Through its partnership with Sherwood School District, as well as Portland Community College and Oregon Tradeswomen, the City will leverage this grant to connect diverse community members with Brownfields redevelopment careers. This could include facilitating field trips, holding Q&A sessions with professionals working at the Site, and sharing project updates.

### **1.3 Project Outputs and Outcomes**

Pursuant to EPA Order 5700.7, "Environmental Results under EPA Assistance Agreements," EPA requires that all grant recipients adequately address environmental outputs and outcomes. Outputs and outcomes differ both in their nature and in how they are measured.

**Outputs** refer to measurable quantitative or qualitative activities, efforts, deliverables, or work products during the project period. The following outputs are anticipated for each project task.

**Task 1: Project Management Outputs.** 48 project team meetings, 15 quarterly reports, 4 MBE/WBE reports, 4 Federal Financial Reports, attendance at 1 National Brownfields Training Conference, attendance at 3 state/regional Brownfields conferences, 16 quarterly ACRES updates.

**Task 2: Community Engagement and Site Selection Outputs.** 1 PIP, 16 City Council updates, 7 community meetings and notes/attendance/recordings, website and online information repository, 16 press releases/blogs/website updates/social media posts, and direct community outreach as needed.

**Task 3: Cleanup Planning Outputs.** 1 final, updated, Analysis of Brownfields Cleanup Alternatives (ABCA) (ABCA-Rev 2); 1 site-specific Health and Safety Plan (HASP), 1 Quality Assurance Project Plan (QAPP), 1 Sampling and Analysis Plan (SAP); 1 cleanup plan (Remedial Action Plan [RAP], 100% design documents; and 1 set of bid documents.

**Task 4: Site Cleanup Outputs.** 1 memorandum at the completion of excavation activities and 1 grant close-out report detailing cleanup progress and any remaining needs.

**Outcomes** refer to the result, effect, or consequence that will occur from carrying out the activities or outputs of the project. Outcomes may be environmental, behavioral, health-related, or programmatic; must be quantitative; and may not necessarily be achievable during the project period. EPA will work with cooperative agreement recipients (CARs) to demonstrate the impact of assessing and cleaning up brownfields by measuring the amount of land on which environmental threats have been determined, what risks have been addressed, and the number of acres made ready for reuse. Outcomes from a grant might include the number of jobs leveraged and other funding leveraged through the economic reuse of properties, or acres of greenspace created for communities.

The City will track and evaluate progress monthly, coordinating with the QEP and project contractor. It will measure/report outputs and other deliverables with quarterly progress reports and in ACRES. Measurement will compare quarterly achievements to output/outcome goals, so that deviations can be identified and corrected as they occur. The following outcomes are anticipated:

- Reuse will protect City residents, Rock Creek, and TRNWR's sensitive environment, including endangered and threatened species, from contamination.
- The City will explore establishing a wetland mitigation bank and will consider donating part of the Site's wetlands to TRNWR.
- Reuse could also benefit City operations and therefore all residents by providing additional space for public functions and services. This is particularly important given the City's rapid growth and expanded service needs. Public works personnel are critical emergency first responders, but the current public works building is projected to be unusable following a major earthquake. An improved emergency operations center would improve resilience to earthquakes, floods from larger storms and other disasters, and support emergency response and long-term social and economic recovery. This would benefit vulnerable and sensitive populations who are more likely to be disproportionately impacted. Any public buildings at the Site would be constructed to energy-efficient standards (e.g., LEED or similar), and reuse plans would consider development of solar generation and a disaster-resilient microgrid.
- Site reuse will facilitate development of a critical segment of the regional, multi-use Tonquin Ice Age Trail ("Trail") along SW Oregon Street, which will include signage explaining the impact of the Missoula Ice Age floods on the City's geology. Reuse will therefore improve access to trails for Brickyard Terrace residents, who are farther from existing trails and are also more likely to be low-income or people of color.
- The Trail will make the 250-acre Tonquin Employment Area (TEA), located 500 feet east of the Site, more attractive to employers; reuse therefore supports job creation and local economic development. The TEA is the City's primary employment cluster, and by 2028, it will host over 3,500 family-wage light manufacturing and technology jobs. 90% of the local workforce commutes outside the City, and 53% of these commute 10-25 miles or more. The Climate and Economic Justice Screening Tool (CEJST) ranks the City in the 80th percentile nationally for transportation barriers (average of relative cost and time spent on transportation), which likely relates to commuting burdens. More local, family-wage jobs benefit residents at all income levels by reducing out-commuting and related emissions and diversifying the economy and taxbase.
- Removal of approximately 45,025 cubic yards of contaminated soil, sediment, and hides from the Site; decrease in chromium, lead, and other metals in soil and Rock Creek sediments.
- Preservation easements for 50-foot wetland buffer.
- Consolidated lot lines, with potential donation of sensitive wetlands at Site's east to TRNWR.
- Increase in wetland buffer and wetland area.
- Increased floodplain capacity due to environmental restoration.

## 2. PROJECT TASK DESCRIPTIONS

Project Tasks include project management, community engagement, cleanup planning, and site cleanup. The following tables provide additional information including:

- Objective of the task
- Who has the lead for each task
- Milestones and deliverable(s)
- Estimated submittal or completion dates

### 2.1 TASK 1 – PROJECT MANAGEMENT

Task 1 – Project Management	
i.	<u>Project Implementation, EPA resources.</u> The City will be responsible for overall project execution and management, and will monitor schedule and budget, report on activities and accomplishments to stakeholders, and oversee the QEP, which will support documentation and reporting. City and QEP will meet monthly. Three City staff will attend 1 National Brownfields Training Conference and 3 state or regional conferences.
ii.	<u>Schedule.</u> QEP procured in compliance with 2 CFR 200.317-326 and all applicable EPA guidelines and best practices in Oct. 2023 (see threshold criteria). Work will begin upon completion of EPA-approved workplan, assumed Oct. 1, 2024 to Sept. 30, 2028.
iii.	<u>Task/Activity Lead.</u> City <u>Assist:</u> QEP
iv.	<u>Outputs.</u> 48 project team meetings, 15 quarterly reports, 4 MBE/WBE reports, 4 Federal Financial Reports, attendance at 1 National Brownfields Training Conference, attendance at 3 state/regional Brownfields conferences, 16 quarterly ACRES updates.

#### 2.1.1 Project Management

Activities necessary to manage the project in accordance with the workplan include selection of contractors following all procurement guidelines, establishment and maintenance of necessary cooperative agreement records and files. Additional project management work includes financial management, project oversight, and attendance at necessary project meetings.

#### 2.1.2 Project Reporting - Periodic

Required periodic reports including Quarterly Progress Reports will be submitted within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (due by January 30, April 30, July 30, and October 30). Additionally, the Project Director will submit property specific information reflecting site specific activities within 30 days after the end of the Federal fiscal quarter in which the event occurred via the ACRES on-line reporting system, the . The Project Director will enter ACRES to report the initiation of assessment and completion of assessment activities.

#### 2.1.3 Staff Training/Travel

One City staff member will attend one National Brownfields Training Conference and three state/regional conferences.



### 2.1.4 Contractor Procurement

Upon final acceptance by the EPA of the City's workplan and execution of an agreement, the City will procure all necessary contractors in accordance with the City's procurement procedures and with 2 CFR Part 200 Uniform Administrative Requirements for Grants and Cooperative Agreements for Federal Awards and EPA specific Regulations for Grants and Agreements at 2 CFR Part 1500.

### 2.1.5 Final Performance Report

The City will prepare a final performance report and submit it to the EPA Brownfields Project Manager within 120 calendar days after the expiration or termination of the award. The report will cover the entire project period, including the same information as the Quarterly Progress Reports and may include before and after photos of the cleanup of the site. In addition, the Final Performance Report will specifically address lessons learned in implementing the brownfields cleanup, successes achieved, and a summary fact sheet of the project.

## 2.2 TASK 2 – COMMUNITY ENGAGEMENT

Task 2 – Community Engagement	
i.	<u>Project Implementation.</u> City will develop a Public Involvement Plan (PIP) and conduct 8 community meetings at key project milestones. City will work closely with project partners to conduct direct outreach to impacted neighbors, especially Brickyard Terrace, Hawk's View Elementary School, and The Springs senior living facility. City has budgeted participant support costs, including stipends to cover time, loss of wages to attend meetings, and other incentives/costs associated with meeting attendance, including transportation and childcare.
ii.	<u>Schedule.</u> Oct. 1, 2024 to Sept. 30, 2028. Community meetings in Nov. 2024 (kickoff, ABCA review, reuse visioning), Mar. 2025 (ABCA review/finalization, reuse visioning), Jul. 2025 (reuse visioning), Dec. 2025 (pre-construction, cleanup plan development), May and Dec. 2026 (cleanup), May 2027 (post-cleanup) and Mar. 2028 (grant completion). Other meetings as needed.
iii.	<u>Task/Activity Lead.</u> City Assist. QEP
iv.	<u>Outputs.</u> 1 PIP, 16 City Council updates, 8 community meetings and notes/attendance/recordings, website and online information repository, 16 press releases/blogs/website updates/social media posts, and direct community outreach as needed.

### 2.2.1 Community Outreach and Involvement

The City's priority is to meaningfully engage and solicit from stakeholders directly impacted by the project, especially underserved communities in Brickyard Terrace. The City will develop a PIP to build on past community engagement efforts and meaningfully engage as many diverse stakeholders as possible. The PIP will outline planned engagement activities according to project timelines, target audiences, and engagement best practices. The City anticipates holding eight in-person community meetings, with virtual options to facilitate maximum participation. Reuse visioning will occur at several meetings (Table 7), and meetings will coincide with major project milestones like project initiation (meeting 1), ABCA-Rev 2 finalization (meeting 2), development of cleanup plans and selection of remediation contractor (meetings 3, 4), cleanup (meetings 5, 6), post-cleanup (meeting 7) and grant closeout (meeting 8).

The City will engage the following partners:



Organization	Contact Name & Info	Organization Purpose & Project Role
Sherwood City Council	Mayor Tim Rosener <a href="mailto:rosenert@sherwoodoregon.gov">rosenert@sherwoodoregon.gov</a> 503.625.4246	Advertise community meetings via websites, newsletters, and social media. Facilitate public meetings and engage the community around Site reuse. Collect and share community feedback and questions with City staff and advise on community engagement and messaging.
Clean Water Services (regional water resource management utility)	Elle Wörrlein, PE, Development Services Program Manager; 503.681.3650 <a href="mailto:worrleine@cleanwaterservices.org">worrleine@cleanwaterservices.org</a>	Provide subject matter expertise and engage community on Site redevelopment, infrastructure development, and watershed impacts. Advertise community meetings via website, billing notices, newsletters, and social media.
Sherwood School District	Jessie Palmer, Environmental Science Teacher (Sherwood High School) <a href="mailto:jpalmer@Sherwood.k12.or.us">jpalmer@Sherwood.k12.or.us</a> 503.825.6000	Engage youth in educational opportunities related to environmental careers and provide project details/community meeting information in multiple languages to students and families.
Tualatin River National Wildlife Refuge (US Fish and Wildlife Service)	Richard Mykut, Wildlife Biologist <a href="mailto:Richard_Mykut@fws.gov">Richard_Mykut@fws.gov</a> 503.625.5944	Subject matter expert on benefits of protecting and connecting bike/ped with TRNWR. Help with outreach via events, e.g. TRNWR Migratory Bird Festival.
Sherwood Chamber	Renee Brouse, Exec. Director <a href="mailto:Chamber@sherwoodchamber.org">Chamber@sherwoodchamber.org</a> 503.625.7800	Engaging/informing business leaders, hosting speakers and outreach events, advertising, and hosting public meetings.
Tualatin Valley Fire & Rescue	Deric Weiss, Fire Chief; <a href="mailto:dweiss@tvfr.org">dweiss@tvfr.org</a> ; 503.649.8577	Hosting public meeting events at Station 33's community meeting room, near Site.

### 2.2.2 Project Updates and Other Public Information

The City will work with project partners to advertise meetings via partner newsletters, social media, websites, and the newspaper. The City will collect meeting attendance, record all public comments, and consider them in cleanup implementation. The City will transparently post online and share in subsequent public meetings which feedback it incorporated and how, and which it did not or could not, and why.

The City will publish monthly blogs, articles, social media posts, website updates, or press releases to keep the community informed throughout the project, including quarterly updates at City Council meetings. It will work with project partners to provide at least two field trips to support community and career education for diverse stakeholders like youth, Brickyard Terrace residents, and underserved communities.

## 2.3 TASK 3 – CLEANUP PLANNING

Task 3 – Cleanup Planning
i. <u>Project Implementation</u> . Activities will include a 30-day ABCA public review and comment period; finalizing the updated ABCA (ABCA – Rev 2) to incorporate comments from public notice and regulatory review; obtaining approval from R10 EPA Project Manager; securing all permits/regulatory approvals;

developing Site cleanup plans including HASP, QAPP and SAP; completing 100% design documents; preparing bid documents for soliciting cleanup contractors; and completing bidding process.
ii. <u>Schedule</u> . Jan. 1, 2025 to June 30, 2026
iii. <u>Task/Activity Lead</u> . QEP Assist. City
iv. <u>Outputs</u> . 1 final ABCA; 1 HASP, QAPP, SAP; 100% design documents; 1 set of bid documents; 1 cleanup plan

### 2.3.1 Proposed Cleanup Plan

The preferred remedial action (ABCA Alternative 2) includes excavation and off-site transportation of animal hides and contaminated soils and sediments with metals concentrations above cleanup levels. This includes approximately 25,300 cubic yards of hides and comingled soils, 17,000 cubic yards of contaminated soils and sediments from the north and south sedimentation lagoons, 2,725 cubic yards of sediments outside the lagoons in the Rock Creek floodplain.

### 2.3.2 ESA and NHPA requirements

All project activities will be conducted in full compliance with the Endangered Species Act (ESA) and National Historic Preservation Act (NHPA). The project manager shall be responsible for providing the EPA's Project Officer all of the necessary documentation to expedite review under ESA and NHPA. This information will include the location of the project, any threatened or endangered species or habitat which may be affected by the project, whether the site is considered to be of concern by the State Historic Preservation officer, a list of Tribes who may believe the site or project could disturb cultural resources, and an evaluation as to whether remediation plans could have adverse effects on endangered species or cultural resources.

### 2.3.3 Quality Assurance Project Plan (QAPP), Sampling and Analysis Plan (SAP), and Health and Safety Plan

A robust Quality Assurance/Quality Control (QA/QC) process will be implemented. This will include preparation of a Quality Assurance Project Plan (QAAP), Sampling and Analysis Plan (SAP), and Contaminated Media Management Plan, which will cover all project sampling activities. In addition, a site-specific Health and Safety Plan (HASP) will be prepared. The HASP will protect on-site workers and other on-site personnel, and will be prepared in accordance with the Occupational Safety and Health Administration (OSHA). Specific procedures will be followed to reduce or eliminate the potential exposure to contamination.

The QAPP and SAP will be prepared and submitted to DEQ and EPA for review and approval before any cleanup work commences. A copy of the HASP also will be submitted to DEQ. The City's selected QEP will have the lead responsibility for preparing the required QAPP, SAP, and HASP documents and submitting them and securing all appropriate signatures. A copy of the QAPP and SAP will be placed in the cooperative agreement file.

### 2.3.4 Final Cleanup Plans: Remedial Action Plan (RAP) and Contaminated Media Management Plan (CMMP)

The Final Cleanup Plans (RAP and CMMP) will cover all aspects of the cleanup process, including objectives, approach, safety considerations, timelines for the soil removal and transport, stormwater management during construction activities and infrastructure installation. Information will include dust control measures to protect individuals from contaminant or dust exposure and truck egress and fencing controls to prevent exposure to contamination. On-site activities will be restricted to daytime working hours to limit noise exposure. The City and QEP will coordinate with DEQ and EPA so that appropriate protection is provided for sensitive populations during cleanup activities.

The documents will be submitted to the Oregon DEQ project manager for concurrence that the Cleanup Plans will meet State cleanup requirements. Because part of the site will be used as a public space, public confidence in the adequacy of the cleanup is paramount. The City's selected QEP will have the lead responsibility for preparing the required RAP and CMMP documents and submitting for DEQ approval.

### 2.3.5 Cleanup (Remedial) Design

The City's selected QEP will have the lead responsibility for preparing draft and final versions of the Remedial Design (RD) plans and specifications, and preparation of bidding documents, with oversight from the City's project manager and DEQ. A copy of the RD will be provided to DEQ.

## 2.4 TASK 4 – SITE CLEANUP

Task 4 – Site Cleanup	
i.	<u>Project Implementation</u> . The majority of grant funds support Site cleanup. The City will competitively procure a remediation contractor(s) in compliance with state regulations and 2CFR 200.317-326, which Project Manager will oversee with QEP assistance. Contractor cleanup activities will include excavation, removal, and disposal of contaminated soil, sediment, and hides, as well as wetland restoration. QEP will work with City to ensure cleanup meets state, City, and federal regulations.
ii.	<u>Schedule</u> . May 1, 2026 to Apr. 30, 2028
iii.	<u>Task/Activity Lead</u> . Contractor <u>Assist</u> . City and QEP
iv.	<u>Outputs</u> . 1 grant close-out report detailing cleanup progress and any remaining needs

### 2.4.1 Cleanup Activities

The cleanup task will be led by the QEP with oversight from the City's project manager. The preferred cleanup remedy is Alternative 2 from the ABCA and is based upon DEQ requirements. Contaminated sediments will be excavated during dry weather conditions when the water table is lower and sediments are not saturated. If necessary, sediments will be temporarily stockpiled on plastic sheeting and allowed to dry before transporting off site to an appropriate landfill (anticipated to be Hillsboro Landfill 18 miles away). Approximately 45,025 cubic yards of total material (hides, contaminated soils, and contaminated sediments) will be excavated. Excavated areas will be backfilled and compacted to existing grade with suitable fill from the berms of the existing sedimentation lagoons or imported from a local source. An area of 3.9 acres of designated wetlands in the excavated area will be restored and enhanced, including sedimentation lagoon berm areas, which will be converted into a constructed wetland. The City is exploring options with the Oregon Department of State Lands (DSL) that could allow it to use cleanup to establish these 3.9 acres of restored and improved wetlands as a mitigation bank. This alternative will allow for the greatest amount of wetland reconstruction and would contribute to enhanced flood control along Rock Creek and TRNWR. The City will follow green remediation best practices where possible, such as use of biodiesel where practical. Oregon DEQ will provide state oversight for the Voluntary Cleanup Program, and will oversee the requirements of the Prospective Purchaser Agreement's Easement and Equitable Servitudes.

### 2.4.2 Confirmation sampling

Post-cleanup confirmatory sampling and monitoring will be performed. Confirmatory soil sampling will be performed to document concentrations of contaminants on the "leave" surface. Depending on the concentrations remaining in soil, follow-up groundwater monitoring (monitored natural attenuation [MNA]) in up to four groundwater monitoring wells may then be implemented for up to four quarters. DEQ and EPA approval of the QAPP and SAP will be obtained before sampling begins. In addition to sampling/monitoring for contaminants, the success of the revegetation will also be monitored. Memo-style reports will be prepared that

will include a discussion of field activities, copies of analytical reports, and tables and graphs (for ease in tracking cleanup progress).

### **2.4.3 Final Cleanup Report**

At the end of monitoring (groundwater and revegetation monitoring as required), the QEP will prepare a comprehensive Cleanup Completion Report that confirms the cleanup is complete and meets the cleanup standards identified in the Final Cleanup Plans. The report will include a Residual Risk Assessment (RRA). Institutional controls will consist of the same Easement and Equitable Servitude (EES) that currently exists for the Site. This will enforce the maintenance of engineering controls and prevent use of groundwater. The CMMP will be updated, as necessary, for use by future contractors. It is anticipated that following the completion of this task the Oregon DEQ will issue a No Further Action (NFA) finding for the Site.

FINAL APPROVED  
DRAFT

**3. SCHEDULE AND DELIVERABLES**

DUE DATE For grant award 10/24/2024	ITEM	Send to:			
		EPA PO	STATE	EPA GRANTS	EPA FINANCE
Month 1	Property Profile Form entered in ACRES or submitted to PO	X			
Month 1	Fact sheet - project starting	X			
Month 2	Final ABCA	X	X		
Month 3	Procure Environmental Cleanup Planning, Cleanup Activities contractor, and Public Involvement Contractors	X			
Month 5	Contractor Selection Process Completed, Contract Executed	X			
Month 5	Public Involvement Plan	X			
Month 6	Final Cleanup Plan	X	X		
Month 7	Remedial Design	X	X		
Before fieldwork begins	QAPP / Health and Safety Plan	X			
Before field work begins	Endangered Species Act (ESA) & National Historic Preservation Act (NHPA) Letters	X			
Months 9-30	Cleanup implementation	X			
Month 30-32	Final Cleanup Report	X			
Every three months	Quarterly Progress Report (QPR)	X			
Annually by Oct. 30	DBE Report (MBE/WBE) (DBE = Disadvantaged Business Enterprises) Reports must be submitted <b>annually</b> by October 30th of each year. For forms & more information, visit: <a href="https://www.epa.gov/resources-small-businesses">https://www.epa.gov/resources-small-businesses</a>	X (copy)		X	
With Quarterly Progress Reports (QPR)	Photos and Lessons Learned	X			
As Needed	Requests for Reimbursement – see Administrative Terms & Conditions				X
Month 36	Fact Sheet - Cleanup results	X			

DUE DATE For grant award 10/24/2024	ITEM	Send to:			
		EPA PO	STATE	EPA GRANTS	EPA FINANCE
Month 36 - 39	Final Federal Financial Report (FFR) (SF425) & Final Drawdown For forms & more information, visit: <a href="https://www.epa.gov/grants/epa-grantee-forms">https://www.epa.gov/grants/epa-grantee-forms</a>	X (copy)		X (copy)	X
Month 36 - 39	Closeout: Final Project Report with Summary Fact Sheet, Photos, and Lessons Learned	X			

#### 4. BUDGET

##### 4.1 Budget Table

Brownfield Cleanup Project Budget Table					
Budget Category	Task 1 Project Management	Task 2 Community Outreach	Task 3 Cleanup Planning	Task 4 Site Cleanup	Total
Personnel	\$15,680	\$12,460	\$9,100	\$16,800	\$54,040
Fringe Benefits	\$6,272	\$4,984	\$3,640	\$6,720	\$21,616
Travel	\$10,650	\$0	\$0	\$0	\$10,650
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$2,500	\$0	\$0	\$2,500
Contractual	\$21,200	\$25,800	\$179,400	\$205,185	\$431,585
Construction	\$0	\$0	\$0	\$4,413,259	\$4,413,259
Participant Support Costs	\$0	\$15,000	\$0	\$0	\$15,000
Other	\$1,350		\$20,000	\$30,000	\$51,350
Total Direct Costs	\$55,152	\$60,744	\$212,140	\$4,671,964	\$5,000,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0
<b>Total Budget (Direct + Indirect Costs)</b>	<b>\$55,152</b>	<b>\$60,744</b>	<b>\$212,140</b>	<b>\$4,671,964</b>	<b>\$5,000,000</b>
✓ Travel to brownfields-related training conferences is an acceptable use of these grant funds. Conference registration fees should be included under the "Other" budget category.					

- ✓ EPA defines equipment as items that cost \$5,000 or more with a useful life of more than one year. Items costing less than \$5,000 are considered supplies. Generally, equipment is not required for Brownfield Grants.
- ✓ Administrative costs (direct and/or indirect) for the Assessment Grant applicant itself cannot exceed 5% of the total EPA-requested funds.

### Pre-Award Costs:

Pre-award costs will support the following tasks and items if EPA awards the grant after October 1, 2024:

- **Public Involvement Plan.** The City will prepare a draft Public Involvement Plan (PIP) to facilitate community outreach and education about the planned cleanup and redevelopment.
- **DEQ kick-off meeting.** The City and its QEP will attend a project kick-off meeting with DEQ. The meeting will 1) identify what additional environmental testing is required at the site to address data gaps, and 2) confirm reporting requirements, including the types and formats of reports DEQ is expecting.
- **Fencing.** Perimeter fencing will be installed to secure the site and prevent potential exposure to contaminants.
- **Site topographic survey.** A site survey will be conducted to provide data necessary for preparation of cleanup plans and specifications.
- **Preliminary permitting meetings.** The City and its QEP will hold pre-permit application meetings with regulatory agencies and stakeholders such as US Army Corps of Engineers, Clean Water Services, and Oregon Department of State Lands.
- **Conduct Environmental Data Gap Sampling.** Based on the kick-off meeting with DEQ, the City's QEP will prepare a Sampling and Analysis Plan (SAP) for DEQ approval. Sampling and analytical testing will commence upon approval.
- **Project management.** This includes any coordination with EPA, the QEP, and other stakeholders, as well as required grant reporting.

All pre-award costs are included in the budget with the exception of fencing (estimated at \$29,700) and data gap sampling, which is projected at approximately \$40,000. A final number will be available following the kick-off meeting with DEQ. If needed, the City will reallocate funding from task 4 (Site Cleanup) to cover these unbudgeted pre-award costs.

## 4.2 Budget Narrative

Personnel time outlined in all tasks is for Jason Waters, a full time employee with the City of Sherwood and amounts to approximately 1% of Jason's hours charged during the four year duration of the grant.

Task	Cost Basis and Assumptions	Average Rate of \$70 per hour for City personnel, \$190 per hour for QEP
1. Project Management	<b><u>Personnel and Fringe Benefits: \$21,952 (\$15,680 personnel + \$6,272 fringe benefits)</u></b> <ul style="list-style-type: none"> <li>• 48 monthly team meetings with prep/follow-up (\$98/hr [\$70/hr personnel + \$28/hr fringe] x 48 hrs = \$4,704)</li> <li>• Provide project oversight, such as reviewing QEP-prepared reports (\$98/hr x 80 hrs = \$7,840)</li> </ul>	



Task	Cost Basis and Assumptions	Average Rate of \$70 per hour for City personnel, \$190 per hour for QEP
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Travel Costs: \$10,650

- National Brownfields Training Conference (1 conference x 3 people x \$1,600/person = \$4,800). Attendees will include three (3) City staff. Assumes:
  - Three nights' lodging @ \$250/night (\$250 x 3 nights x 3 people = \$2,250)
  - Per diem @ \$65/day (\$65 x 3 days x 3 people = \$585)
  - Airfare @ \$355/person (\$300 x 3 people = \$1,065)
- Total travel to National Brownfields Training Conference = \$3900 State or regional Brownfields conferences (3 conferences x 3 people x \$800/person = \$7,200) Attendees will include three (3) City staff. Assumes:
  - Three nights' lodging @ \$150/night (\$150 x 3 nights x 3 people x 3 conferences) = \$4,050
  - Per diem @ \$65/day (\$65 x 3 days x 3 people x 3 conferences = \$1,755)
  - Mileage @ \$0.56/mile (\$0.56/mile x 187 miles roundtrip average/conference x 3 people x 3 conferences = \$943)
  - Conference registration @ \$50/person (\$50 x 3 people x 3 conferences = \$450)
  - Total travel to regional or state conferences = \$6750

Contractual Costs: \$21,200.

- 48 project team meetings (48 x \$200/hr x 1 hr = \$9,600)
- 15 quarterly reports (15 x \$200/hr x 2 hrs = \$6,000)
- 1 final summary report (12 hours x \$200/hr = \$2,400)
- ACRES updates (16 x \$200 x 1 hr = \$3,200)

Other Costs: \$1350

- National Conference registration @ \$300/person (\$300 x 3 people = \$900)
- State or Regional Conference registration @ \$50/person (\$50 x 3 people x 3 conferences = \$450)

2. Community Engagement	<u>Personnel and Fringe Benefits: \$17,444 (\$12,460 personnel + \$4,984 fringe benefits)</u>
	<ul style="list-style-type: none"> <li>• Review/finalize PIP (\$98/hr [\$70 personnel + \$28 fringe] x 8 hrs = \$784)</li> <li>• Plan/facilitate 8 community outreach meetings (\$98/hr x 48 hrs = \$4,704)</li> <li>• Conduct direct outreach to key constituencies (\$98/hr x 50 hrs = \$4,900)</li> <li>• Monthly updates for social media, website, press (\$98/hr x 72 hrs = \$7,056)</li> </ul>

Supplies: \$2,500.

Production of printed outreach materials and information signage for direct community outreach, such as fliers and posters (\$2,500)

Contractual Costs: \$25,800.

- Public Involvement Plan (12 x \$200/hr = \$2,400)
- Community outreach meetings (8 x \$200/hr = \$1,600)
- Articles/media and website updates (39 hrs x \$200/hr = \$7,800)
- Direct engagement with impacted stakeholders (50 hrs x \$200/hr = \$10,000)
- Interpretation and translation (20 hrs x \$200/hr = \$4,000)

Participant Support Costs (PSCs): \$15,000.

City will obtain approval from EPA before paying out PSCs and will track disbursements. Assumes:



Task	Cost Basis and Assumptions
	<p><b>Average Rate of \$70 per hour for City personnel, \$190 per hour for QEP</b></p> <ul style="list-style-type: none"> <li>\$5,000 (\$100/hr x 50 hours) for childcare provider for after-hours community meetings</li> <li>\$6,000 (\$30/hour x 200 hours) in stipends to cover time and lost wages due to meeting attendance</li> <li>\$3,000 to support transportation expenses for meeting attendance</li> <li>\$1,000 (\$50 x 20) to support incentives for attendance and feedback, such as gift cards</li> </ul>
3. Cleanup Planning	<p><b>Personnel and Fringe Benefits: \$12,740 (\$9,100 personnel + \$3,640 fringe benefits)</b></p> <p>Project oversight, including ABCA review/finalization, review remedial design documents, support permitting efforts, review site workplans, prepare bid documents, attend pre-bid site meetings, evaluate bids and check references, select contractor and coordinate with/oversee QEP (\$98/hr [\$70 personnel + \$28 fringe] x 130 hrs = \$12,740)</p> <p><b>Contractual Costs: \$179,400.</b></p> <ul style="list-style-type: none"> <li>Update and finalize ABCA incorporating comments from public notice and regulatory review (average rate of \$150/hr x 50 hours = \$7,500)</li> <li>Remedial design (\$170/hr x 105 hrs = \$17,850)</li> <li>Permitting (\$170/hr x 175 hours = \$29,750 + \$15,000 permit fees = \$44,750)</li> <li>Develop Site Workplans including HASP, QAPP, and SAP (\$150/hr x 60 hour = \$9,000)</li> <li>Prepare 100% design documents; prepare bid documents; attend pre-bid site meetings; assist as requested with bid evaluation and reference checking to support contractor selection (\$170/hr x 90 hours = \$15,300)</li> <li>Sampling/Testing of Soil samples for Per-and polyfluoroalkyl substances (PFAS/PFOS) (\$150/hr x 100 hours = \$15,000 + \$4,000 driller costs + Lab tests @ 10 samples x \$500 = \$5,000; Total = \$24,000)</li> <li>Surveying (\$200/hr x 250 hrs = \$50,000 + \$11,000 equipment = \$61,000)</li> </ul> <p><b>Other Costs: \$20,000</b></p> <p>DEQ oversight (\$200/hr x 100 hrs = \$20,000)</p>
4. Site Cleanup	<p><b>Personnel and Fringe Benefits: \$23,520 (\$16,800 personnel + \$6,720 fringe benefits)</b></p> <p>Oversight of QEP, regulatory communication and correspondence, closeout report (\$98/hr [\$70/hr personnel + \$28/hr fringe] x 240 hrs = \$23,520)</p> <p><b>Contractual Costs: \$205,185</b></p> <ul style="list-style-type: none"> <li>Excavation oversight/monitoring and closure sampling (\$111/hr x 885 hrs = \$98,235)</li> <li>Surveying (\$200/hr x 100 hrs = \$20,000)</li> <li>Regulatory correspondence and communications throughout project, prepare construction/closeout reports (\$175/hr x 450 hrs = \$78,750)</li> <li>Laboratory analysis for chromium (\$20/sample x 410 samples = \$8,200)</li> </ul> <p><b>Construction costs: \$4,413,259</b></p> <ul style="list-style-type: none"> <li>Cost estimates from 2018 draft ABCA, updated to 2023 dollars. Contractor site preparation/mobilization/demobilization (588.25 hrs x \$170/hr = \$100,000)</li> <li>Vegetation removal (\$3,500/acre x 17 acres = \$59,500)</li> <li>Install gravel surfacing to minimize erosion, prevent contamination spread (\$50/CY x 3,500 CY = \$175,000)</li> <li>Excavation and grading (\$20/CY x 50,000 CY = \$1,000,000)</li> </ul>

Task	Cost Basis and Assumptions	Average Rate of \$70 per hour for City personnel, \$190 per hour for QEP
	<ul style="list-style-type: none"> <li>Transport/disposal of contaminated soil/hides to appropriate landfills (\$67/ton x 37,836 tons = \$2,535,009)</li> <li>Wetland restoration (\$43,500/ac x 12.5 ac = \$543,750)</li> </ul>	
	<u>Other costs: \$30,000</u> <u>DEQ oversight (\$200/hr x 150 hrs = \$30,000)</u>	

**Notes**

ABCA=Analysis of Brownfield Cleanup Alternatives

ACRES=Assessment, Cleanup &amp; Redevelopment Exchange

HASP=Health &amp; Safety Plan

hr=Hour

QAPP=Quality Assurance  
Project Plan

QEP=Qualified Environmental Professional

SAP=Sampling &amp; Analysis Plan

FINAL APPROVED  
DRAFT