

CITY OF KNOXVILLE

REQUEST FOR QUALIFICATIONS

McClung Warehouses Brownfields Cleanup

EPA Cooperative Agreement – BF-00D47816-0

**Qualifications to be Received by 11:00:00 a.m., Eastern Time
February 6, 2017**

Submit Qualifications to:
City of Knoxville
Office of Purchasing Agent
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

**CITY OF KNOXVILLE
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**City of Knoxville
Request for Qualifications**

McClung Warehouses Brownfields Cleanup

I. Statement of Intent

The City of Knoxville seeks statements of qualifications from responsible and qualified firms or teams to engage in community outreach, provide program development and management, as well as remedial planning and design, and to be responsible for removal and disposal of contaminated materials, as well as any other tasks required to allow successful fulfillment of the City’s contractual obligations to the U.S. Environmental Protection Agency (EPA) for the expenditure of the Region 4 Brownfield Cleanup Grant for City property located at 401, 420, 501, 505, 512, 517, 519, 523, and 525 W. Jackson Avenue, a Brownfield Property formerly known as the McClung Warehouses, so that the property can be put back into productive use. The term of the agreement shall be for a period not to exceed thirty-one (31) months or until September 30, 2019, the date that the City’s grant with EPA expires, whichever is sooner. Thirty-five percent (35%) of funds must be expended by April 30, 2018.

The professional services contract will require coordination with federal, state, and local entities, open communication with the Community, aiding the City with EPA coordination and reporting to the EPA as well as assistance with the timely completion of any grant obligations. Contractor needs to be familiar with EPA’s grant execution process and will be required to provide a cost conscious, technical, and innovative approach to aiding the City in good stewardship. The City envisions the contract to be executed with an environmental engineering firm as the lead firm, with possibly other types of professional services provided in-house or subcontracted with other firms. Specific work requirements are listed in the Scope of Work section. **Only one firm will be selected as the prime contractor. Other firms made part of the Contractor team will be viewed as and required to serve as subcontractors to the lead firm.**

II. RFQ Time Line

Availability of RFQJanuary 15, 2017

Deadline for questions to be submitted in writing to the
Assistant Purchasing AgentJanuary 30, 2017

Qualifications Due Date.....February 6, 2017

This timetable is for the information of submitting entities. These dates are subject to change.

However, in no event shall the deadline for submission of the qualifications be changed except by written modification from the City of Knoxville Purchasing Division.

III. Background

3.1 Former McClung Warehouses

Within the heart of Appalachia, in the valley between the Cumberland Mountains and the Great Smoky Mountains, lies the City of Knoxville, in the eastern portion of Tennessee. Knoxville's industrial growth in the late 1800's sprang from its railroad connections: the site of the former McClung Warehouses (the "Property") was the region's busiest depot for freight and passenger traffic, and transformed Knoxville from a small river town to one of the Southeast's major wholesaling centers. Dozens of large warehouses were built along Jackson Avenue and other streets adjacent to the railroad tracks in the city's downtown, where small-town merchants from all over east Tennessee would come to purchase goods and supplies to resell at rural general stores. Textile mills, foundries, and manufacturing provided employment to thousands.

The buildings on this Property unfortunately sat vacant since 1993, with the exception of a wood workshop and were ultimately destroyed by two fires. The first fire took place in 2007 and impacted properties at 501, 505, and 509 W. Jackson Ave. Three firefighters were injured during the response to this fire. The properties were entirely in private ownership at the time of the 2007 fire. Recognizing the blighting element of vacant and burned buildings, the City of Knoxville worked diligently to acquire some of the properties through purchase from a bankruptcy trustee in 2013. Despite efforts to secure the last two remaining buildings, trespassers were able to gain access and started a fire in February 2014 that caused the remaining structures to be structurally unsound and soon thereafter they were demolished.

On April 3, 2014, the City of Knoxville held a public meeting for all interested parties to participate in a visioning session or charrette process for the W. Jackson Ave. Corridor. Approximately 100 members of the community attended, providing input and recommendations for a variety of reuses for the Property including residential, retail, commercial and recreational. The City plans to take these recommendations and craft an RFP that will encourage private developers to respond to the desires of the community. There were at least ten local developers at the public meeting who showed interest in redeveloping the Property once the Property is cleaned and an RFP is issued by the City.

The purpose of this Cleanup Grant is to address the Property known as the Former McClung Warehouses Property that was assessed under an EPA Targeted Brownfield Assessment Grant and to put the Property back into productive use.

3.2 Description of the Brownfield

The Property is comprised of nine parcels and covers approximately 5 acres of land on Jackson Avenue in downtown Knoxville. The location of the five McClung Warehouses, which were constructed in 1893, accommodated various business enterprises for more than 100 years. The Property also housed an automobile garage, woodworking shop, a blacksmith shed, and railroad freight shipping and storage. A portion of the Property is paved as an asphalt

parking lot. A portion is grass covered and a portion contains un-vegetated soil. Rail lines run along the northwest boundary. Surrounding properties included a railroad passenger depot, machine shop, foundry, woolen mill, farm machinery business, fuel station, plus various manufacturing and commercial facilities.

A Phase I Environmental Property Assessment (ESA) of the Property in 2015 identified Recognized Environmental Conditions (RECs) related to previous use as a railroad shop, blacksmith shed, oil and drug warehouses and automobile garage, as well as numerous suspected asbestos-containing materials in the remaining shells of the warehouses. Subsequently, a Phase II ESA performed in 2015 indicated the presence of elevated levels of toxic metals such as arsenic, cobalt, aluminum, iron, manganese, lead, vanadium and thallium in soil samples from the Property, that exceed the EPA Regional Screening Levels (RSL) for industrial and residential applications. Also found was a pesticide at a concentration that exceeds the respective EPA RSL, and the chemical benzene at concentrations exceeding the EPA RSL Cancer Target Risk for residential air. A copy of the Phase II ESA is available at www.knoxvilletn.gov/cleanup.

3.3 Building Description

Portions of the front shells of the buildings are all that remains, along with a paved parking lot. Since the City of Knoxville acquired the property after the previous owner declared bankruptcy, its reuse has been the subject of much discussion, both in public forums and within the City's Office of Redevelopment. The City plans to take the ideas put forward during the public hearing, in coordination with recommendations from an Urban Land Institute study of the Jackson Ave. Corridor, and craft an RFP that will encourage private developers to respond to the desires of the community, and in accordance with KCDC's redevelopment plan. After the completion of the environmental cleanup, the City would like to see the property developed for mixed use as commercial and residential. This is in keeping with the regeneration of other properties in the area that have undergone redevelopment in recent years.

3.4 Proposed Cleanup Plan

The purpose of cleaning up the Property is to encourage private investment in a property that is centrally located in Knoxville's downtown. As such, Contractor is responsible for finalizing the Analysis of Brownfields Cleanup Alternatives (hereinafter "ABCA"), a draft of which is available at www.knoxvilletn.gov/cleanup and assisting the City in the submission of the Final ABCA to EPA for approval.

Contractor will be responsible, as part of finalizing the ABCA to ensure that there is a Tennessee Department of Environment and Conservation, Department of Remediation (TDEC DOR) approved Soil Management Plan (SMP) which characterizes the handling and disposal of excavated materials as well as future management and maintenance of any covers and caps; the potential installation of a vapor mitigation system plus its continued care, operation and maintenance; and a Health and Safety Plan to ensure that all remediation activities are performed with strict adherence to the health and safety of the public and the environment.

The draft ABCA provides an evaluation of cleanup alternatives for the Property. The ABCA outlines alternative methods for addressing environmental concerns identified, and breaks the areas of concern into three issues: Surface and Subsurface Soils, Asbestos-containing Materials, and Vapor Intrusion. For each of these three issues, the ABCA presents two options. Option #1 for each of the issues is No Action, but that is not effective in controlling or preventing residents from coming into contact with contamination at the Property. The “no action” alternative is not considered viable because the subject property is currently in a state of disrepair and negatively impacts surrounding property values. Moreover, its current condition presents a threat to public health and safety and the environment.

The Contractor will conduct supplemental assessment activities prior to initiating the cleanup. The Phase II ESA performed by EPA’s environmental contractor provided discrete sampling information to generally characterize the Property. An environmental consultant for the City has recommended supplemental sampling to increase the level of information available for consideration during Property redevelopment, given considerable excavation or grading activities may be warranted to construct foundations for new structures. Prior to initiating grading activities, a passive soil gas survey across the Property is recommended as a general Property screening tool. Based on the Property’s historic uses, its proximity to the railroad and the City’s experience during other local Brownfield redevelopments, efforts to identify potential unknowns before grading begins can reduce risk and tailor Property design to address environmental conditions. If the passive soil vapor survey identifies areas with elevated soil vapor readings, samples will be collected in an effort to determine the source of the soil vapors.

For Surface and Subsurface Soils, cleanup will involve localized removal of contaminated materials from some portions of the Property. Based on EPA’s removal criteria for residential properties, the contaminated soil will be removed and appropriately disposed as Special Waste within a Class I Landfill. The excavated areas will then be backfilled with clean material. For Asbestos-containing Materials, cleanup will involve removal and disposal of these materials by a licensed, qualified asbestos contractor. For Vapor Intrusion, an additional vapor intrusion assessment may be warranted based on the passive soil gas survey findings, especially if the end use of the Property is residential. This will involve collecting ambient air and soil gas samples. If samples exceed the calculated vapor intrusion screening level for residential air, source soils as determined through additional characterization will be excavated and transported for disposal at approved facilities, and replaced with clean backfill. Soil removed from any parts of the Property will be adequately characterized and, based on the findings, handled in accordance with local, state and federal regulations.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of qualifications to provide professional services for the City of Knoxville Office of Redevelopment.

4.2 This material contains general conditions for the procurement process, the scope of service requested; contract requirements; instructions for submissions of qualifications; and

submission forms that must be included in the Statement of Qualifications. The RFQ should be read in its entirety before preparing the submission.

4.3 All materials submitted pursuant to this RFQ shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Qualifications shall be kept confidential until the qualification evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of qualifications shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected Contractor.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFQ shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on January 30, 2017.** Questions can be submitted by letter, fax (865-215-2277), or email to jmcclelland@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Qualifications, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any qualifier to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of qualifications; (b) to waive irregularities and technicalities; and (c) accept any alternative submission of qualifications presented which in its opinion, would best serve the interests of the City. The City shall be the sole judge of the qualifications, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit prior to execution of the Contract.

4.8 All forms contained in the Submission Forms section of this solicitation document are to be fully executed and submitted with the Statement of Qualifications.

4.9 Subsequent to the Evaluation Committee’s review and the Mayor’s recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.10 All expenses for making submission of qualifications shall be borne by submitting entity.

4.11 Any submission of qualifications may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to the City of Knoxville for the services set forth in the Request for Qualifications until one or more of the submissions have been duly accepted by the City.**

4.12 Prior to submitting their qualifications, submitters are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Submissions from un-registered submitters may be rejected.**

4.13 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this procurement action is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

4.14 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier’s decision regarding deliveries during inclement weather.

V. Project Team and Scope of Service

5.1. Project Team Structure and Responsibilities

Under the EPA and in close coordination with TDEC, the lead organization managing the project is the municipal government of the City of Knoxville, Tennessee, with the Office of Redevelopment functioning as Project Manager. The organizational structure and communication flow of all key entities supporting this project is shown in Figure 1, and includes all City Departments that have applicable grant managing or technical experience (Community Development, Finance, Legal, and Engineering), and our regional development agencies: Knoxville Community Development Corporation, Knox County Development Corporation, and East Tennessee Community Design Center. The role of these parties is to provide oversight and guidance to the Office of Redevelopment and the Contractor (s).

Neighborhood representation is also included.

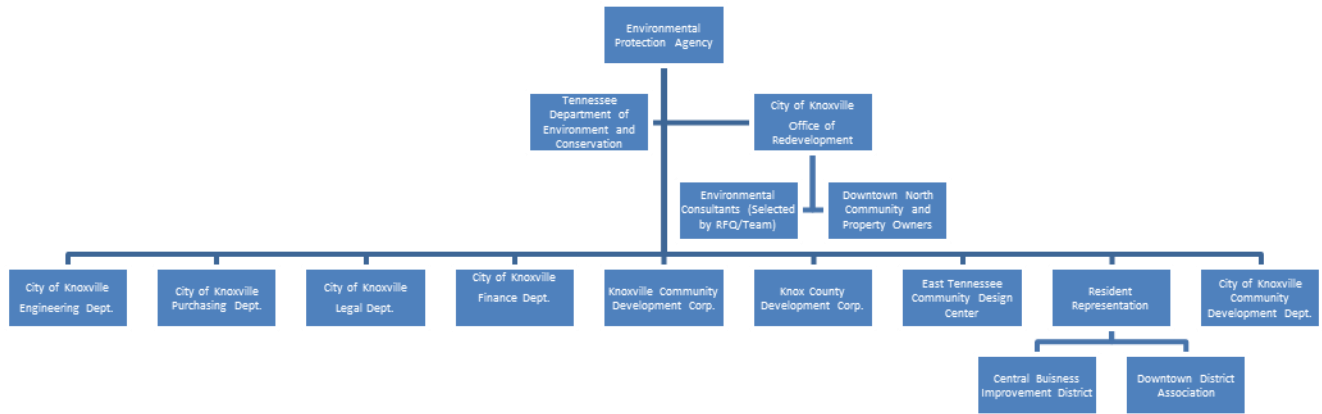


Figure 1. Knoxville Former McClung Warehouses Cleanup Team Organizational Chart

Communication will flow from the Office of Redevelopment to all parties throughout the Project. As the EPA provides guidance and input, the Office of Redevelopment will pass this information on the Team and Contactor (s).

The following describes the roles and responsibilities of all key entities supporting this project. The Office of Redevelopment will be point of contact and take the lead in coordinating with all other involved parties. City Engineering, Legal, Community Development, Purchasing Department and Finance Departments will play key roles in Project technical and accounting support. Knoxville Community Development Corporation, Knox County Development Corporation, and East Tennessee Community Design Center will provide advice and prior Brownfield management and grant experience, and Downtown Business and Neighborhood Groups will provide insight and help the Team effectively reach the Community.

The Project Team described above will interact quarterly as a group, but will be called on an individual basis by the Project Manager as necessary between team meetings. The Cooperative Agreement Terms and Conditions will be distributed to the Team prior to the first meeting via email, and will be discussed with the Project Team at the first meeting. The Team will also discuss and agree on the establishment and maintenance of necessary Cooperative Agreement records and files, financial management, and project oversight.

5.2 Project Task Description and Roles/Responsibilities of City and Contractor

The City is required, pursuant to the language set forth in its Brownfield Cleanup Cooperative Agreement (BF-00D47816-0) with EPA to timely submit certain reports and provide regular community outreach. Contractor will be responsible for participating as requested by the City and for timely submission of all reports so that the City is in full compliance with the Grant

requirements and deadlines.

- A. Community Outreach:** As is more fully discussed below, this task includes publicity, meetings, and distribution of information to the public as the Project progresses. Public meetings will be held at the start and end of the Project. Contractor will prepare a quarterly update and submit this report to the City so that the City can, in turn, submit this report to EPA. Additionally, Contractor will be responsible for preparation of a quarterly community newsletter updating the neighborhood with regard to the progress of cleanup throughout the duration of the Project. This update will be included in an existing Central Business Improvement District newsletter at no charge to the project. The Contractor will be required to prepare visual presentations of progress reports and attend all meetings to discuss Project procedures and answer technical questions.
- B. Program Development and Management:** Contractor is required to comply with the Quality Assurance Project Plan (QAPPs) as more fully discussed below. Contractor will also prepare and follow a Health and Safety Plan as more fully discussed below. Contractor is responsible for documenting guiding principles and procedures, establishing priorities for site remedial actions, and EPA-required performance reporting - e.g. quarterly reports, MBE-WBE reports, final cleanup and closeout reports and ACRES database reporting as is more fully detailed below.
- C. Additional Assessment:** Contractor will conduct passive soil gas survey across the site, recommended as a general site screening tool before redevelopment grading activities occurs, along with supplemental quantitative environmental media sampling to characterize areas that may detect elevated soil gas concentrations.
- D. Remedial Planning and Design:** Contractor will finalize the ABCA, coordinate with TDEC on a Brownfields Voluntary Agreement, Soil Management and Health & Safety Plans and further evaluation of the current, documented site conditions from the Phase II ESA, to determine what materials need to be properly characterized and disposed of. Contractor will design vapor intrusion system(s) as warranted to address the potential residential use of the site. The design will be based on the Phase II ESA findings, the supplemental sampling results, and the proposed site layout to the extent this information is available at the time of remedial planning.
- E. Cleanup Activities:** Contractor shall remove and dispose of all contaminated materials and replace with clean backfill. Contractor will conduct ambient air and soil gas sampling and install engineering controls such as caps and barriers in accordance with the requirements set forth in the Contract Documents. The Contractor will also prepare and provide a final cleanup/project report as well as regulatory coordination regarding technical aspects of the Project with TDEC and EPA throughout the cleanup effort.

5.2.1 Task 1: Contractor is responsible for all reporting requirements set forth in the Grant documents.

A. Quarterly Reporting

In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 monitoring and reporting program performance), the Contractor understands that quarterly progress reports will be due 30 days after the end of each federal fiscal quarter, on the schedule presented as follows:

<u>Performance Period</u>	<u>Report Due</u>
July – Sept	Oct 30
Oct – Dec	Jan 30
Jan – March	April 30
April – June	July 30

Contractor agrees to have a draft of the Quarterly Report submitted to the City no later than fifteen (15) days prior to the “Report Due” date to the EPA. The City will review the report and if changes are necessary, the Contractor will make said changes no later than two business days prior to the “Report Due” date so that the City may timely submit the Final Quarterly Report.

Contractor agrees to prepare the draft quarterly reports in the format described in this guidance and copies will be sent to the following two email addresses:

- EPA Region 4 Project Officer: Olga Oliver Perry, perry.olga@epa.gov
- State Brownfields Coordinator: Paula Middlebrooks, paula.middlebrooks@tn.gov

B. Annual Reporting

1. Disadvantaged Business Enterprise Reporting—Minority Business Enterprise/Woman-owned Business Enterprise (MBE/WBE):

Because it is the federal government’s goal to support disadvantaged business enterprises with federal funds, and State agencies work with each federal agency to establish performance targets for federal funds invested in that State, Contractor will seek opportunities to participate in this goal throughout this Project when possible. EPA Form 5700-52A will be used for reporting efforts to this end, and will be submitted annually with the quarterly reports due October 30 (“Due Date”). These reports will be sent electronically in separate attachments along with the quarterly reports to the project officer and mailed via hard copy or electronically to the EPA Grants Office annually to the following address:

EPA Region 4
Grants Management Office
61 Forsyth St., 14th Floor
Atlanta, GA 30303
Attn: Zakiya Davis
davis.zakiya@epa.gov

A link to the form is at: <https://www.epa.gov/grants/epa-grantee-forms> and will be submitted by October 30 of each project year.

2. Federal Financial Reports (FFRs):

Federal Financial Reports are due annually to EPA. The reports will be prepared by the Contractor and submitted to the City so that the City, in turn, can submit these forms to EPA no later than January 30 (“Due Date”) of each year. These forms will be sent electronically in separate attachments along with the quarterly reports to the project officer. The forms will also be mailed via hard copy or electronically to the EPA Grants Office annually at the following address:

EPA Region 4
Grants Management Office
61 Forsyth St., 14th Floor
Atlanta, GA 30303
Attn: Zakiya Davis
davis.zakiya@epa.gov

The forms will also be electronically mailed to EPA’s financial center in Las Vegas annually and at the close-out of the grant to the following address:

EPA Las Vegas Finance Center (LVFC)
LVFC-grants@epa.gov
Or Fax: 702-798-2423

A link to the form is at: <http://www.epa.gov/ogd/forms/adobe/SF425.pdf>

Contractor agrees to have a draft of these reports submitted to the City no later than fifteen (15) days prior to the Due Date to the EPA. The City will review the report and if changes are necessary, the Contractor will make said changes no later than two business days prior to the Due Date so that the City may timely submit these reports.

C. Final Performance Reporting

In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 monitoring and reporting program performance), the Contractor will timely prepare a final technical report for the Project and provide this draft report to the City of Knoxville, who, in turn, will submit a final report to the EPA Project Officer within 90 days after the expiration or termination of the approved project period (“Due Date”). Contractor’s draft report should summarize the accomplishments (outcomes, outputs, and other leveraged resources) during the entire grant project period, including the last quarter. The Final Performance Report for the Former McClung Warehouses will include:

- A summary of funds expended and work completed;
- A list of all outreach material and any other deliverables;
- Site photographs (electronic high resolution if possible); and
- Lessons learned.

Contractor agrees to have a draft of the Final Technical Report and at least one reproducible copy suitable for printing submitted to the City no later than fifteen (15) days prior to the Due Date to the EPA. The City will review the report and if changes are necessary, the Contractor will make said changes no later than two business days prior to the Due Date so that the City may timely

submit these reports.

D. Assessment Cleanup Redevelopment Exchange System (ACRES)

Contractor will ensure that property specific information, including the Property address and cleanup completions, is entered electronically in EPA's Assessment Cleanup Redevelopment Exchange System (ACRES) database <http://www.epa.gov/acres>. The information in the quarterly report will correlate with the information in ACRES. ACRES is a national database from which site-specific accomplishments are measured by Congress and the public. ACRES relevant portions of the database will be updated for each property when the following occur:

- 30 days after award,
- Mobilization for cleanup,
- Completion of cleanup (only after consultation with the Project Officer),
- Funds are leveraged and/or jobs created (quantities)
- Completion of the Project Period (or Final Report), and
- As significant events occur at the site, but not later than the end of the quarter in which the event occurred.

E. Contractor Procurement

Contractor understands and agrees that any subcontractors hired by the lead Contractor will be procured in accordance with 2 CFR Parts 200 and 1500 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards), and all agreements with subcontractors will contain language ensuring that the subcontractors will (1) comply with the terms of the Contractor's Agreement with the City of Knoxville and (2) will also not violate City of Knoxville Purchasing laws, and (3) that subcontractors comply with the terms and conditions of the cooperative agreement:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

<http://www.ecfr.gov/cgi-bin/text-idx?SID=9dad727f830d7c452669df30fc406fee&node=pt2.1.1500&rgn=div5>

<http://www.knoxvilletn.gov/purchasing>

F. Kick-off Meeting

Upon selection of the Contractor, the City of Knoxville's Project Team, EPA, and State partners will have a project kick-off meeting that involves a tour of the Former McClung Warehouses Site. Contractor is expected to attend the Kick-Off Meeting. This will serve to orient all the partners to Project expectations. Project roles, responsibilities, and schedules will be discussed, to ensure that everyone has what they need from one another to execute their roles appropriately.

5.2.2 Task 2: Contractor is responsible for understanding the Site Characterization from existing documents, Cleanup Planning, and implementation of Cleanup Activities.

A. Site Characterization

EPA Region 4 with its Targeted Brownfield Assessment Grant and consultants has conducted a Phase II Environmental Site Assessment including a survey of asbestos containing material for the Former McClung Warehouses site, a copy of that report is available for review on the City's website at: www.knoxvilletn.gov/cleanup.

Quality Assurance Project Plans (QAPPs): The City of Knoxville has an approved QAPP consistent with EPA Region 4's *Interim Generic & Site Specific Quality Assurance Project Plan Guidance for Brownfield Site Assessments and/or Cleanups*. A copy of the General QAPP is also available at www.knoxvilletn.gov/cleanup. Additionally a Site Specific Quality Assurance Project Plan (SSQAPP) was prepared and approved by EPA as part of the Assessment Grant process, a copy of that document is found on the City's website at www.knoxvilletn.gov/cleanup. Contractor agrees to comply with the requirements set forth in the QAPP and the SSQAPP.

1. Contractor agrees that any additional sampling needed for further site characterization or aid in remedy selection will meet the requirements of the QAPP.
2. Health & Safety Plans: The Contractor(s), will also prepare and follow an OSHA-compliant Health and Safety Plan (HASP), and a copy will be in the Cooperative Agreement file. These will also be submitted to the EPA and the State for the Project file. EPA approval of the HASP is not required.

B. Cleanup Planning

A draft ABCA for the Former McClung Warehouse Property has already been prepared and a copy of that report is found at www.knoxvilletn.gov/cleanup. Contractor is responsible for finalizing the ABCA and submitting it to the City, who in turn, will submit the ABCA to EPA.

Contractor will insure that the final ABCA or its equivalent which is submitted to the City will include:

1. Information about the Property and contamination issues (i.e. exposure pathways, identification of contaminants, contaminant levels and contaminant sources, source volume or other estimates as needed to compare relative costs between remedies);
2. Identification of the contaminants of concern;
3. A summary of cleanup/protectiveness standards, applicable laws and regulations;
4. A description of the alternatives considered;
5. Assessment of the effectiveness, implementability, and the cost of each alternative. As part of the evaluation of effectiveness, discuss whether/how each alternative would achieve cleanup standards, would comply with applicable laws and regulations, and the resilience of each alternative considering reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.);
6. A comparative analysis of the alternatives, including no action. For cleanup of brownfield petroleum-only sites, an analysis of cleanup alternatives must consider a range of proven cleanup methods;
7. A consideration of each alternatives ability to reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable;

- and,
8. The selected or proposed alternative.

Institutional controls (ICs) are administrative or legal mechanisms that help minimize the potential for human exposure to contamination or protect the integrity of a remedy.

C. Implementation of Cleanup Activities

Contractor shall implement the selected alternative of cleanup and redevelopment for the Former McClung Warehouses Property. Contractor will remove and dispose of the contaminated materials, asbestos, and install engineering controls such as caps and barriers. For Surface and Subsurface Soils, cleanup will involve localized removal of contaminated materials from some portions of the Property. Based on EPA's removal criteria for residential properties, the contaminated soil would be removed and appropriately disposed as Special Waste within a Class I Landfill. The excavated areas would then be backfilled with clean material. For Asbestos-containing Materials, cleanup will involve removal and disposal of these materials by a licensed, qualified asbestos contractor. For Vapor Intrusion, additional vapor intrusion assessment may be warranted based on the passive soil gas survey findings, especially if the end use of the property is residential.

This will involve collecting ambient air and soil gas samples. If samples exceed the calculated vapor intrusion screening level for residential air, source soils as determined through additional characterization will be excavated and transported for disposal at approved facilities, and replaced with clean backfill. Soil removed from any parts of the Property would be adequately characterized and, based on the findings, handled in accordance with local, state and federal regulations. In compliance with EPA regulations, the Contractor will protect all nearby populations, including sensitive populations in the targeted community from contaminants during the cleanup work through this grant; implementing procedures necessary to mitigate any potential exposure from the contamination.

1. Federal Cross-Cutting Requirements:

The Contractor will comply with Federal cross-cutting requirements. These requirements include but are not limited to OSHA Worker Health & Safety Standard 29 CFR 1910.120; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

2. Other Applicable Federal and State Laws:

The Contractor acknowledges cleanups performed in whole or in part with EPA funds must also comply with all applicable federal and state laws, including the Davis-Bacon Act which requires payment of the prevailing wage rate for construction projects, including cleanup activities. The Davis-Bacon Act also requires reporting, self-monitoring by the City of Knoxville, and other requirements. The Davis-Bacon Act applies to all construction, alteration, and repair contracts and sub-contracts awarded with

EPA grant funds. Recent and applicable wage rates from the U.S. Department of Labor must be incorporated into construction, alteration, and repair solicitation and contracts.

The Contractor will consult the U.S. Department of Labor website to ensure all responsibilities are understood: <https://www.dol.gov/whd/programs/dbra/>.

3. Greener Cleanups:

The Contractor and its contractor will work to ensure a greener cleanup. As noted, assessing and cleaning up contaminated lands protects human health and the environment and enables communities to pursue future beneficial reuse of these properties. Cleaning up sites can be viewed as “green” from the perspective of the cleanup improving environmental and public health conditions. The City acknowledges that cleanup activities use energy, water and other resources to achieve cleanup objectives and will work to alleviate the environmental footprint of cleanup actions. The City and its contractor will utilize the resource at <https://www.epa.gov/greenercleanups> for greener cleanup recommendations.

4. Completion of Cleanup Activities:

The Contractor will ensure that the successful completion of the cleanup is properly documented and submit all documents to the City for review and approval. 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 the cleanup is complete. This documentation will be included as part of the administrative record.

In the event of an incomplete cleanup, the City of Knoxville shall ensure that the Property is secure and notify the appropriate state agency and the EPA Project Officer to ensure an orderly transition should additional activities become necessary.

5.3 Schedule

Contractor agrees that the Project must be completed in accordance with the attached Project Schedule, to ensure compliance with the EPA Grant deadlines. See Attachment 1. Immediately upon selection for this Project, and execution of the Agreement, Contractor will be responsible for creating a “Gantt chart” after consulting with the City. Sufficient time for management or governing board approvals that may be necessary at critical points in the project shall be included in the schedule. Upon request by the City, Contractor shall participate in discussions regarding the Schedule or other matters with the EPA Project Officer as necessary.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 The contract shall consist of (1) the RFQ; (2) the qualifications submitted by the contractor to this RFQ; and (3) the contract. In the event of a discrepancy between the contract,

the RFQ and the submitted qualifications, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 The contract will be administered by the City of Knoxville Office of Redevelopment.

6.3 Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 The successful qualifier will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to, court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) to the extent arising out of, relating to, or resulting from the negligent or intentional acts, errors, or omissions of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using a due and reasonable standard of professional care and skill ("Indemnified Claim"), and except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an Indemnified Claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City with respect to any Indemnified Claim.

The indemnification and hold harmless provisions of this Agreement shall survive

termination of the Agreement.

6.7 The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

(d.) The general liability policy (or separate Asbestos Abatement policy) shall be endorsed to include the following provisions:

1. Coverage for asbestos abatement operations as described by the contract;
2. Pollution coverage as respects asbestos for all phases of the abatement process.
3. Coverage for the placement and movement of hazardous materials from the project site to the final disposal location.
4. Asbestos bodily injury coverage for employees of the City, general contractor and subcontractors so long as their designated job duties do not require them to be in the regulated asbestos abatement area; and
5. Waiver of subrogation in favor of the City.

B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

D. **Professional Liability (including Errors & Omissions).** Contractor shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this contract with limits of \$2,000,000. If the coverage is written on a claims-made form:

- a. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
 - d. A copy of the claims reporting requirements must be submitted to the City for review.
- E. **Environmental Impairment Liability.** Contractor shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- F. **Pollution Liability Insurance.** Contractor shall procure pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:
- a. The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by the City.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
 - d. A copy of the claims reporting requirements must be submitted to the City for review.
- G. **Builders’ Risk Insurance.** Contractor shall procure and shall maintain or shall cause to be procured and maintained Builders’ Risk Insurance on a replacement cost basis during the construction of the project. Insurance is to be on an “all risks” basis and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect’s services and expenses required as a result of such insured loss. Insurance is to cover all property of Contractor (and its subcontractors) and the City of Knoxville at the construction site. Coverage shall cover the completed value of the construction including without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. This coverage shall be issued on a completed value form basis for 100% of the insurable replacement value of the

project. Such policy shall provide that any loss thereunder shall be payable to Contractor, the City of Knoxville, and others as their interests may appear and shall also have a replacement cost endorsement. The insurer shall waive all rights of subrogation against the City. Partial occupancy or use shall not commence until the insurance company or companies providing the insurance have consented to such partial occupancy or use by endorsement or otherwise. Contractor shall be responsible for the deductible in the event of a loss.

H. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor.

Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. The Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city

or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Each submitting entity is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

6.14 The contractor must be a licensed professional as required by the State of Tennessee for any services in this contract requiring such licensure. Additionally, any and all sub-Contractors/contractors employed by the prime Contractor/contractor for the performance of the services requested in this RFQ must be licensed as professional service firms in the State of Tennessee if said sub-Contractors/contractors will perform services that are considered professional in nature. As such, the prime Contractor/contractor submitting his/her statement of qualifications must submit an affidavit with his/her statement of qualifications stating that all sub-Contractors/contractors he plans to use are indeed licensed as professional service firms in the State of Tennessee. This affidavit is located in the "submission forms" section of this RFQ.

6.15 Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

6.16 The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.17 This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising

between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.18. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.19. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.20. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.21. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.22. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional Contractor, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.23. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.24. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.25. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.
- 6.26. By submitting a statement of qualifications, the submitting entity agrees to all terms and conditions established in this RFQ, including its contract requirements.
- 6.27. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign such bonds must file with each bond a certified and effective dated copy of their power of attorney.
- 6.28. By execution and delivery of a submission of qualifications, the submitter agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
- 6.29. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. Attention is called to Section 2-1016 et seq. of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated 12-4-401 et seq.
- 6.30. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Submitter to do any of the foregoing shall in no way relieve any Submitter from any obligation in respect to his submitted Statement of Qualifications.
- 6.31. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions. Attention is also called to Section 15-26 of the Knoxville City Code, requiring and defining a non-discrimination clause which shall be contained in all Contracts with the City of Knoxville wherein City funds are expended for the purpose of construction, alteration, repair or demolition of any building, street, alley or sewer, or for the providing of any services, and all leases, franchises or concession through which property of the City of Knoxville is to be used.
- 6.32. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000 (d). The successful bidder must follow Title VI guidelines in all areas including hiring practices, operating facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
- 6.33. The Contractor shall maintain such insurance as detailed in the General Conditions section of this ITB as will protect him and/or the City from all claims including Workman's Compensation and will save harmless the City from all claims and damages which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificates of insurance acceptable to the City shall be filed with the

City prior to commencement of the work.

VII. Instructions to Submitting Entities

All submissions of qualifications shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFQ; and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFQ documentation may be obtained on or after January 15, 2017, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865-215-2070. Forms and RFQ information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Submitters shall include seven (7) hard copies (one original and six duplicates—**mark the original as such**), as well as one electronic copy of their submission in .pdf format (CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Submissions of Qualifications shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Original signature must be signed above the typed or printed name and title of the signer. All submissions of qualifications must be signed by an officer of the company authorized to bind the firm to a contract.

Qualifications will be received until 11:00:00 a.m. (Eastern Time) on February 6, 2017. Each submission of qualifications must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each outermost mailing envelope or shipping carton containing a

submission of qualifications must be plainly marked on the outside “McClung Warehouses Brownfields Cleanup.” Those making submissions are reminded that the Purchasing Division receives many submissions for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any submissions of qualifications received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the submissions of qualifications delivered to the City of Knoxville Purchasing Division on or before that date.

Late submissions will not be considered. Submissions that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such submissions shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. **DO NOT BIND** the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the submission immediately after the title page, and each of the following numbered sections must be tabbed.

Submissions of qualifications shall be structured as follows:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. Iran Divestment Act Certification of Noninclusion
 - D. Subcontractor/Consultant Statement from Diversity Business Enterprise Program Packet
4. Body of Submission: See Paragraph 7.4 below

7.4 Submission shall include a detailed description of the approach and methodologies that will be employed by the Contractor in the conduct of this project work, as well as a detailed timeline for completion of each phase of work.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate Statements of Qualifications on a variety of quantitative and qualitative criteria. Failure to comply with the provisions of the RFQ may cause any submission of qualifications to be ineligible for evaluation. Upon receipt of submissions, the City will review to determine whether the submission is

acceptable or non-acceptable based on the criteria outlined below. Each Statement of Qualifications will be initially analyzed and judged according to the evaluation criteria listed in below. The maximum score is 100 points.

Firms and/or teams responding to this Request for Qualifications shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFQ requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for qualifications. Determination of firms' qualifications shall be based on their written responses to this Request for Qualifications and information presented to the Evaluation Committee during oral interviews, if any.

The criteria, and their associated weights, upon which the evaluation of the qualifications will be based includes, but is not limited to, the following:

- General summary of your firm's background and experience in this field, detailing the principal staff that would be involved in this project, availability of that staff, and their experience with projects of this nature and in particular, EPA funding (40 points).
- Approach/methodology and timeline (35 points).
- Representative listing of recent project/activity and clients in the subject field (20 points).
- A summary of any recent lawsuits with the status noted (5 points).

In addition to materials provided in the written responses to this Request for Qualifications, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Qualifications, will be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR QUALIFICATIONS**

McClung Warehouses Brownfields Cleanup
EPA Cooperative Agreement – BF-00D47816-0

Submission Form (S-1)

**Qualifications To Be Received by 11:00:00 a.m., Eastern Time; February 6, 2017; Room
667-674; City/County Building; Knoxville, Tennessee.**

IMPORTANT: Submitters shall include seven (7) hard copies (one original and six duplicates—**mark the original as such**), as well as one electronic copy of their submission (.pdf format on either CD or flash/thumb drive—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Qualifier: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

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

Title

My Commission expires _____

IRAN DIVESTMENT ACT of 2014
 Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here:
[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

_____ (Project Name)
\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____
(Estimated Amount of Subcontracted Service)

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

Attachments

Attachment 1 Schedule of Activities and Deliverables

The City of Knoxville will use this format for planning grant activities, but will modifications as needed appropriate for the project. The City will consider starting procurement early and conducting community engagement activities throughout the three years. The City acknowledges that projects with at least 35% of the funds expended on eligible tasks after 18 months are well positioned to spend all funds by the end of the project period.

		Time and Actions from Notice of Selection
Pre-Award	0 month	Notice of Selection: May 2016; Application Webinar held June 15 & 16, 2016 Grant Application submitted with Draft Work Plan and detailed schedule June 30,2016
	0-3 months	City of Knoxville completes required grant award documents and submits to EPA EPA works with City of Knoxville to finalize draft work plan (by July 2016)
	2-4 months	City of Knoxville may conduct pre-award activities such as drafting the Community Engagement Plan and issuing consultant RFP
	3-4 months	EPA executes grant award, October 1, 2016. New Grantee Workshop in Jacksonville, FL
		Time and Actions from Award/Project Start
Year 1	0 months	Grant award
	0-3 months	RFP for contractor procurement is finalized ACRES Training
	1-4 months	Consultant contract executed and contractor on-board Kick-off meeting held with Contractor, EPA, State and others on the Project Team Complete Community Engagement Plan Plan First Public Meeting ACRES Entry
	4 months	Quarterly Report 1 is due 30 days after 1 st quarter ends Reimbursement Request Submitted
	4 – 8 months	Develop QAPP and submit to EPA/State for approval Conduct Limited Site Characterization Host Public Meeting
	7 – 8 months	Finalize ABCA Provide Public with Opportunity to Review ABCA
	7 months	Quarterly Report 2 is due 30 days after 2 nd quarter ends Reimbursement Request Submitted
	10 months	Quarterly Report 3 is due 30 days after 3 rd quarter ends Reimbursement Request Submitted.
	8-12 months	Initiate Cleanup
	12 months	Submit Federal Financial Report (SF425)
	Year 2	13 months
16 months		Quarterly Report 5 is due 30 days after 5 th quarter ends Reimbursement Request Submitted

	18 months	Half of 3 year grant is complete. Check-in with EPA/State for any modifications to work plan budget or scope of work. Make sure accomplishments to date are in ACRES. 35% of funds should be expended by this time.
	19 months	Quarterly Report 6 is due 30 days after 6 th quarter ends Reimbursement Request Submitted DBE due with this quarterly report
	22 months	Quarterly Report 7 is due 30 days after 7 th quarter ends Reimbursement Request Submitted
	Ongoing	Participate in regularly scheduled planning/status calls with Project Team Conduct and build on Community Engagement activities Identify financial commitments, developers, etc. Continue to leverage dollars
Year 3 and closeout	25 months	Quarterly Report 8 is due 30 days after 8 th quarter ends Reimbursement Request Submitted. DBE due with this quarterly report
	28 months	Quarterly Report 9 is due 30 days after 9 th quarter ends Reimbursement Request Submitted
	30 months	6 months remain on the grant; Start winding down activities in preparation for grant closing
	31 months	Quarterly Report 10 is due 30 days after 10 th quarter ends Reimbursement Request Submitted.
	34 months	Quarterly Report 11 is due 30 days after 11 th quarter ends Reimbursement Request Submitted
	Prior to close-out	Make sure all work has been entered in ACRES; Prepare and Submit final Cleanup Report. Enter cleanup completion in ACRES if an NFA letter or equivalent has been issued.
	35 month	Reconcile accounts; collect remaining invoices for submission; gather deliverables for final close-out report
	36 months	Grant project/budget period closes; no further costs can be incurred after final date
	37 months	Quarterly Report 12 is due 30 days after 12 th quarter ends; May serve as Final Close-out Report if all project documentation is complete and ready. If so, then it is due 90 days after project period ends. DBE report due with this quarterly report.
	37 – 39 months	Submit final request for reimbursement with Final FFR (Standard Form 425) All Close-out documentation and final deliverables due within 90 days project end date.

- Quarterly reports are due 30 days after the end of each quarter: Jan 30, April 30, July 30 and Oct 30.
- ACRES data should be entered with each project phase and after significant work completion.
- Draw down expended funds at least quarterly or more frequently as expenditures warrant

Attachment 2

Example Quarterly Report Template

The City of Knoxville will use this format to provide the EPA Project Officer with quarterly reports. The City will include property names and other details in the appropriate task description of accomplishments. The City will be descriptive with grant reporting.

CAR Name: City of Knoxville Cooperative Agreement Number: TBD Date Quarterly Report Submitted: Month 30 Quarterly Report Number: TBD			
Task 1: Project Management and Reporting			
Subtask / Activity	Deliverable/ Outputs / Milestone	Target Date ^a	Lead Party
A. Assemble internal team, including technical, financial, managerial. Establish project schedule.	Team established, agreement written. Schedule developed.	Qtr. 1	PM, Team
B. Prepare bid documents for procuring contractor support.	Bid package complete.	Qtr. 1	City Engineer
C. Select contractor.	Contractor selected	Qtr. 2	PM
D. Kick-off meeting held.	Kick-off meeting complete	Qtr. 2	Team
E. Grant Project Reporting	Quarterly Progress Reports (10 days after end of qtr.)		PM
a. Quarterly Progress Reports to EPA & State	Final Report (90 days after grant)		PM, Team
b. Final Grant Reporting			PM
F. Attend New Grantee Workshop			PM
G. Attend Local, State and National Brownfields Conferences			
Cost Estimates for Task 1:			
Actual Accomplishments and Progress Reporting for <i>(fill in the blank)</i> Reporting Period: <i>Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.</i>			
Task 2: Community Involvement/Engagement			
Subtask / Activity	Deliverable/ Outputs / Milestone	Target Date	Lead Party
A. Setup Information Repository for Public Information	Files made publicly available.	Qtr. 1	PM, team
B. Community Engagement Plan Developed	Assessment complete, part of Plan.	Qtr. 1	Team
C. Media, Electronic & Social Networking Systems Updated	Plan complete.	Qtr. 1	Contractor

D. Meetings to describe project/schedule and/or updates: Kick-off off meeting Update after final Phase II ESA Final ABCA Mobilization	Radio, TV, flyers newspaper, etc. Meetings conducted.	Every Qtr. Qtrs.: 2 4 8 10	Team PM, Team
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Cost Estimates for Task 2: (include cost estimates here)

Actual Accomplishments and Progress Reporting for *(fill in the blank)* period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

Task 3A: Additional Site Characterization

Subtask / Activity	Deliverable /Outputs / Milestone	Target Date	Lead Party
A. Final Phase II ESA Generic QAPP Site Specific QAPPs			

Cost Estimates for Task 3A: (include cost estimates here)

Actual Accomplishments and Progress Reporting for *(fill in the blank)* period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

Task 3B: Cleanup Planning

Subtask / Activity	Deliverable /Outputs / Milestone	Target Date	Lead Party
A. Finalize ABCA			

Cost Estimates for Task 3B: (include cost estimates here)

Actual Accomplishments and Progress Reporting for *(fill in the blank)* period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

Task 3C: Cleanup Implementation			
Subtask / Activity	Deliverable /Outputs / Milestone	Target Date	Lead Party
A. Mobilization B. Conduct Cleanup Prepare final Cleanup Report			
Cost Estimates for Task 3C: (include cost estimates here)			
Actual Accomplishments and Progress Reporting for <i>(fill in the blank)</i> period: <i>Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.</i>			
Actual Accomplishments and Progress Reporting for <i>(fill in the blank)</i> period: <i>Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.</i>			

Quarterly Expenditure Reporting

Budget Categories	Costs Incurred This Quarter						
	Task 1	Task 2	Task 3A	Task 3B	Task 3C	Total Spent this Quarter	Remaining Budget
	Project Management and Reporting	Community Involvement/ Engagement	Additional Site Characterization	Cleanup Planning	Cleanup Implementation		
Personnel							
Fringe Benefits							
Travel							
Equipment							
Supplies							
Contractual							
Other (describe in Report)							
Total Federal Funding							
Cost Share							
Total							