ATTACHMENT - 2

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Remedial Action at the Omaha Lead Site – OU2

Indefinite Quantity/Fixed Price Contract

Activity	Performance Standard	Allowable Deviation	Surveillance Method	Incentive or Disincentive
Permits and notifications	Permits and/or notifications required by local, state, and/or federal requirements are obtained in a timely manner without impact to the work schedule	No deviation allowed	COR review of documentation/on-site surveillance	None
Mobilization/demobilization	Mobilization/demobilization is accomplished without significant impact to the planned schedule	No deviation allowed	On-site surveillance and review of schedule by COR	None
Property remediation	All properties are remediated in accordance with the PWS and any/all applicable local, state, and federal regulations.	No deviation allowed	On-site surveillance by COR	None
Completion of plans	Project Management Plan, Quality Assurance Project Plan, Field Sampling Plan, Complaint Management Plan, Storm Water Discharge Plan and the Health and Safety Plan are completed and acceptable with only minor revision(s).	No deviation allowed	COR review of plans	None
Record - keeping	All recordkeeping is performed in accordance with the PWS.	No deviation allowed	COR review of records	None
Dust suppression	Dust suppression efforts comply with the PWS including lead contaminated soil piles being covered at the conclusion of each work day.	No deviation allowed	On-site surveillance by COR	None
Transport. and disposal	Transportation and disposal of lead contaminated soil and analytical testing is performed in accordance with the PWS.	No deviation allowed	On-site surveillance by COR	None
Sensitive materials/ properties	No disclosure of sensitive materials or private information occurs.	No deviation allowed	On-site surveillance by COR	None
Property folders	Property folders are legible and complete and submitted within the time requirements identified in the PWS	No deviation allowed	COR review of property folders	None
Excavation of incorrect areas and/or properties	Excavation of areas and/properties that do not qualify for remediation or are not assigned to the contractor.	No deviation allowed	On-site surveillance by COR	Not allowed to bill for remediation of incorrect property.
EPA and property owner satisfaction* **Incentive #1**	EPA satisfaction including citizen phone calls received by EPA's Public Information Center(s) and EPA's Regional Office. Also, property owner satisfaction surveys are used to compute this incentive.		See note *	An incentive of $58,000..00 (Excellent Rating) or $29,000.00 (Very Good Rating) of the base quantity or $29,000.00 (Excellent Rating) or $14,000.00 (Very Good Rating) of each option quantity exercised may be earned *
Local spending and hiring** **Incentive #2**	Local spending and hiring. This incentive can be earned by hiring and buying within the area identified as the Omaha Lead Site.		See note **	An incentive of $58,000.00 (100%) or $29,000.00 (50-99%) of the base quantity or $29,000.00 (100%) or $14,000.00 (50-99%) of each option quantity

Activity	Performance Standard	Allowable Deviation	Surveillance Method	Incentive or Disincentive
				exercised may be earned **
Compliance with regulations **Negative Incentive #1**	Work performance is in accordance with all federal, state and local regulations, including but not limited to Clean Water Act, Clean Air Act, Toxic Substance Control Act and Resource Conservation and Recovery Act.	No deviation allowed	On-site surveillance by COR or designee	A deduction of $500 per occurrence will be taken from the contractor's invoice
Incomplete properties **Negative Incentive #2**	No property remains open without backfill and/or sod for more than 3 weeks.	No deviation allowed	On-site surveillance by COR	A deduction of $1000 per property will be taken from contractor's invoice
Diesel Chemical and Particulate Emissions **Negative Incentive #3**	Diesel chemical and particulate emissions are reduced during construction through using alternative fuels such as bio-diesel and using idle-reduction practices for 100% of diesel-powered equipment. Fuel usage, including the type and percentage of alternate fuel utilized, shall be included in progress reports. Performance standard ranges correspond to varying amounts of negative incentive for differing fuel mixtures. See Note****	See Note ****	On-site surveillance by COR and review of monthly Diesel Chemical and Particulate Emissions Report	A deduction equal to 2% of CLIN 0001 will be deducted from contractor invoice if all diesel-powered equipment does not utilize at least 5% alternative fuel in conjunction with idle reduction practices. See Note *** for further information.

NOTE: Financial incentives are included to promote quality work, a high degree of property owner satisfaction, and use of local labor, goods, and services. These incentives must be earned, they are NOT GUARANTEED.

***Incentive #1 – Customer Satisfaction** - Payment methodology – based on the average rating from completed Property Owner Satisfaction Surveys AND the assessment of performance by EPA's PO/COR. EPA's assessment will consider timeliness of punch list resolution, business relations, complaint resolution, and the overall quality of work including random phone calls (complaints) received by the Public Information Centers and the Regional Office. The EPA assessment will be considered as a separate portion of this particular incentive. This incentive breaks down as being 40% EPA satisfaction and 60% derived from the Property Owner Satisfaction Surveys.

Property Owner Survey ratings:

9-10 = Excellent
7-8 = Very Good
5-6 = Acceptable

If the average rating is 9.0 or greater – the contractor is eligible to earn $58,000.00 in incentive
If the average rating is between 7.0 and 8.0 – the contractor is eligible to earn $29,000.00 in incentive
If the average rating is between 5.0 and 6.0 – the contractor meets the required minimum acceptable level, no incentive is earned

****Incentive #2 Commitment to Local Community** - Local expenditures – Only EPA approved "local" contract expenditures will be considered "allowable expenditures" for the purpose of this incentive. The following are considered eligible expenditures: 1) subcontracts with small businesses headquartered or located within the corporate city

limits of Omaha, Nebraska; 2) Salaries and wages paid to employees who are residents of Omaha, Nebraska; 3) miscellaneous other goods & services purchased from small business vendors located within the corporate city limits of Omaha, Nebraska. Local expenditures within EPA-designated Environmental Justice (EJ) areas that are located within the Omaha Lead Site Final Focus Area will be applied toward incentive criteria at 150% of the actual expenditure amount (e.g. wages of $10,000 paid to worker residing in designated EJ area within Final Focus Area will be counted as $15,000 toward local expenditure incentive criteria). The specific street boundaries of the Final Focus Area designating in the Final Record of Decision for the Omaha Lead Site are presented in a map attached to this Quality Assurance Surveillance Plan. Likewise, a map designating the street boundaries of EPA-designated EJ areas within the Omaha Lead Site Final Focus Area are presented in a map attached to this Plan.

The contractor shall provide supporting documentation to EPA that may include invoices, receipts, etc. which clearly demonstrates eligibility of claimed local expenditures. To receive credit for expenditures toward Incentive 2, the Contractor must certify that subcontactors and venders meet criteria for small businesses defined by the applicable North American Industry Classification System (NAICS), established by the U.S. Small Business Administration. Contractor shall report expenditures separately for those claimed within EJ areas of Omaha Lead Site Final Focus Area and those expenditures made elsewhere within Omaha corporate city limits. Expenditures claimed as credit toward incentive shall be reported in categories of subcontracts, purchases, and wages paid. For each expenditure, the Contractor shall identify the street address of subcontractors, vendors, or employees paid by Contractor and claimed as credit toward Incentive number 2. EPA will review documentation for local expenditures submitted by Contractor to determine amount of allowable local expenditures to be applied toward incentive criteria. EPA may ask for additional supporting information to determine eligibility of Contractor expenditures toward incentive criteria. EPA anticipates that the Contractor will submit claim for incentive fee separately for each construction season under the contract, but Contractor may elect to claim incentive fee for local expenditures within a reporting period other than seasonal .

CLIN 0001: Allowable local expenditures of 75-100% of the total amount paid by EPA to Contractor for the reporting period earns $58,000.00

- CLIN 0001: Allowable local expenditures between 50-74% of the total amount paid by EPA to Contractor for the reporting period earns $29,000.00
- OPTION QUANTITY CLINS: Allowable local expenditures of 75-100% of the total amount paid by EPA to Contractor for the reporting period earns $29,000.00 , if exercised
- OPTION QUANTITY CLINS: Allowable local expenditures between 50-74% of the total amount paid by EPA to Contractor for the reporting period earns $14,000.00 , if exercised

***Negative Incentive #3 – Diesels Chemical and Particulate Emissions - The following information is provided to assist the contractor with achieving the required use of alternative fuel such as bio-diesel and in the use of no-idle practices when operating 100% of all diesel-powered equipment in performance of work under this contract.

Alternative Fuel Use:

The Contractor may is strongly encourage to utilize alternative fuel, such as bio-diesel, in all of the diesel-powered construction equipment in. The Contractor shall identify all equipment and vehicles that will use clean or alternate fuels, such as bio-diesel, and report the amount of fuel usage on a monthly basis in the Diesel Chemical and Particulate Emissions Report. The addition or deletion of diesel equipment shall also be included in the ongoing monthly submittals of the Diesel Chemical and Particulate Emissions Report.

The following performance standard ranges correspond to the amount of negative incentive which will be applied for differing fuel mixtures. The applicable funding pool from which amounts will be withheld are percentages of CLIN 0001, 1001, and 2001 (depending on contract year) no matter if work is being performed under the Base Quantity, an Option Quantity, or work being performed on Non-routine Properties under any other CLIN.

less than 5% alternative fuel used earns a deduction of 100% from the funding pool
5% thru 9% alternative fuel used earns a deduction of 75% from the funding pool
10% thru 14% alternative fuel used earns a deduction of 50% from the funding pool
15% thru 19% alternative fuel used earns a deduction of 25% from the funding pool
20% or more alternative fuel used earns NO deduction from the funding pool

No-idle Practices:

In addition to using alternative fuel, the contractor shall use methods to control nuisance odors associated with diesel emissions from construction equipment including without limitation the following: (1) turning off diesel combustion engines on construction equipment not in active use, and on trucks that are idling while waiting to load or unload material for five minutes or more; and (2) locating diesel equipment away from the general public and sensitive receptors.

No incentive or negative incentive is established for complying with the no-idle practices required above, however, non-compliance will be taken into consideration by the EPA COR when assessing the Customer Satisfaction Incentive.