

**BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

In the Matter of

**GRAMERCY GROUP, INC. and
ALBERT K. DICKSON,**

Respondents

**EPA Case Nos. 15-0652-00
15-0652-00B and -01A**

MODIFIED AND RESTATED ADMINISTRATIVE AGREEMENT

I. INTRODUCTION

This Administrative Agreement ("Agreement") is made between the U.S. Environmental Protection Agency ("EPA"), acting as lead federal agency, and Gramercy Group, Inc. ("Gramercy") and Albert K. Dickson ("Dickson") or collectively ("Respondents"). This Agreement resolves matters relating to discretionary debarment pursuant to the Federal Acquisition Regulation ("FAR") § 9.406 and to statutory disqualification pursuant to Section 508(a) of the Clean Water Act ("CWA"), 33 U.S.C. § 1368(a), arising out of Dickson's conviction for violation of the CWA.

II. RECITALS

A. Gramercy is an active New York corporation formed in 1989 as an asbestos consulting firm and at all times relevant to this matter had a current New York State Asbestos Remediation License. Gramercy has about 200 employees and is wholly owned by its President and Chief Executive Officer, Vincent Parziale. Gramercy has been a federal government contractor and anticipates engaging in projects that may be federally funded in the future.

B. Albert K. Dickson ("Dickson"), an employee of Gramercy, is a licensed asbestos abatement worker and was the project manager for an asbestos renovation project at the L. Mendel Rivers Federal Building¹ in Charleston, South Carolina ("Project").

¹ Although the L. Mendel Rivers Federal Building is named a "federal building", the government sold the building to a private investor.

C. Subsequent to an inspection by the South Carolina Department of Health and Environmental Control (“SCDHEC”) at the Project on June 6, 2011, during which certain asbestos violations were noted, a stop work order was issued on June 8, 2011.

D. On or about June 16, 2011, in the District of South Carolina, Dickson knowingly made false material statements and representations in that Dickson stated in response to a SCDHEC request for additional information that a water filtration system was in place and operating at the Project prior to June 6, 2011. The water filtration system was not in place prior to June 6, 2011.

E. In August 2012, Dickson informed Gramercy’s Chief Financial Officer (“CFO”) that he had lied to the SCDHEC investigator. This was the first time any principal officer or executive of Gramercy was aware that Dickson had lied about the water filtration system being in place as he had previously stated. That same day the Gramercy CFO advised Gramercy’s counsel who notified the federal agents of the situation. Gramercy cooperated fully in the ensuing investigation by the state and federal authorities.

F. On September 3, 2015 Dickson was convicted of knowingly making false material statements and representations in a document required to be filed or maintained under the Clean Water Act in violation of 33 U.S.C. § 1319(c)(4) and was sentenced to probation for a term of two years and ordered to pay a \$100 assessment. No charges were brought against Gramercy.

G. To the best of the parties’ knowledge, there is no evidence of discharge to the environment, no public health risk and no evidence of actual environmental contamination as a result of this incident.

H. Pursuant to 48 C.F.R. § 9.406-5(a), the criminal conduct of Dickson may be imputed to Gramercy as the conduct occurred in connection with Dickson’s performance of duties for or on behalf of Gramercy.

I. On March 24, 2016, EPA issued a Notice of Proposed Debarment to Gramercy based upon imputation principles pursuant to 48 C.F.R. § 9.406-5(a).

J. Since the incident, and prior to receiving the Notice of Proposed Debarment, Gramercy undertook the following corrective actions:

- i. In May 2014, Gramercy hired a Director of Safety. The current Director of Safety has a 12-year history of employment positions related to oversight and supervision of construction site safety. He is responsible for safety oversight, training and compliance. He ensures that training programs are implemented and appropriate certifications are current and appropriate for the project work. He manages, investigates, identifies causes and provides corrective solutions for all incidents.

- ii. In October 2014, Gramercy hired a Vice President of Operations who is responsible for oversight of all projects Gramercy undertakes and procurement of subcontractors. He holds weekly meeting with the project managers, assistant project managers and superintendents at which safety and compliance, issues with subcontractors, and any other matters related to the operations are discussed. He is also notified of any field issues or concerns regarding safety and compliance.
- iii. In March 2016 Gramercy hired General Counsel who is a resource for all employees regarding compliance and ethics questions or concerns. She is responsible for training and oversight and has been designated as the compliance officer. She has primary responsibility to conduct any investigations regarding ethics or compliance violations.
- iv. Since receipt of the notice, Gramercy immediately undertook ethics and compliance training for its employees, including Dickson, and has committed to continue said training annually. Gramercy is also formalizing its code of conduct which will be circulated to its employees and incorporated into subcontract agreements. Further, Gramercy has strengthened its vetting procedures for subcontracts.
- v. Dickson is no longer a Project Manager. Dickson is an asbestos abatement supervisor. He attends weekly job meetings that involve all Project Managers, Project Executives, the Vice President of Operation and the General Counsel. Dickson has also attended training with regard to the protocol for reporting unethical and illegal conduct and the ramifications for failing to report both.

K. Respondents and EPA agree that the convictions and/or the improper misconduct of Dickson as set forth in the above-mentioned facts are causes for debarment pursuant to FAR § 9.406. Respondents desire to resolve the potential discretionary debarment actions arising out of the above-mentioned facts. In support of their efforts to resolve this matter amicably, Respondents have submitted documentation to EPA describing Gramercy's corporate ethics and compliance efforts and information regarding Dickson's trainings and current employment status with Gramercy.

L. Based upon the information as stated above and Respondents' corrective actions as represented in the recitals and in the terms and conditions of this Agreement, and all documentation submitted in support of this Agreement, the EPA Suspension and Debarment Official ("SDO") will not take further discretionary debarment action against Respondents based on the facts and causes as set forth in this Agreement, subject to the Respondents meeting the terms and conditions stated below.

III. TERMS AND CONDITIONS

A. DEFINITIONS

- 1. AGENT.** Any person, as defined by 2 C.F.R. § 180.985, who acts on behalf of or who is authorized to commit a Respondent in a covered transaction under the Nonprocurement Common Rule (2 C.F.R. Part 180) or any transaction covered under the Federal Acquisition Regulation (FAR) (48 C.F.R. Chapter 1).
- 2. AFFILIATE.** As defined in 2 C.F.R. § 180.905, an affiliate to a Respondent is any entity that directly or indirectly, controls or is controlled, or has the power to control or be controlled, by the Respondent. In addition, an affiliate to a Respondent is any entity that is controlled by the same third person as the Respondent. Indicia of control include, but are not limited to: (a) interlocking management or ownership; (b) identity of interests among family members; (c) shared facilities and equipment; (d) common use of employees; or (e) a business entity which has been organized following the exclusion of a person which has the same or similar management, ownership, or principal employees as the excluded person.
- 3. ARM'S LENGTH TRANSACTION.** A bona fide transaction between a purchaser and a seller, each acting independently and having no relationship to each other. Both parties in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party. Transactions between affiliates shall not be considered to be arm's length transactions for purposes of this Agreement, regardless of how the transactions are structured.
- 4. CONTRACT PERSONNEL.** An employee who works for one person (subject to that person's salary and benefits structure) whose services are sold to on a project or time basis to another person.
- 5. CONTRACTOR.** Any person with whom the Respondent has a contract. Contract means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Respondent to an expenditure of funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include nonprocurement transactions as defined in 2 C.F.R. § 180.970.
- 6. COVERED TRANSACTION.** A nonprocurement, procurement, or other transaction as defined in 2 C.F.R. Part 180, Subpart B, and 2 C.F.R. § 1532.220. See also Appendix to 2 C.F.R. Part 180 (illustrating primary tier and lower tier covered transactions) and 2 C.F.R. § 180.970 (defining nonprocurement transactions). Covered transactions include, but are not limited to, assistance agreements (binding agreements between a federal agency and the Respondent which provides financial assistance to the Respondent in the form of a grant, cooperative agreement or similar instrument).

7. **EMPLOYEE.** Includes any individual providing services on behalf of Respondent and certain individuals providing services to the Respondent. This includes, but is not limited to, any permanent, temporary, full-time, or part-time employees; volunteers; agents; and “principals” as defined at “III. 15.” below.
8. **EPA AUTHORIZED REPRESENTATIVE(S).** The EPA official(s) who is the primary EPA contact(s) for the purpose of monitoring the Agreement. That person(s) is listed at paragraph “V. 31.” herein. Unless specifically stated otherwise herein, all matters involving the Agreement shall be coordinated through this person(s), including but not limited to questions, submittals and other communications.
9. **EXCLUDED TRANSACTION.** A transaction in which a person is prohibited from being a participant or principal, whether the person has been suspended, debarred, or proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, the Nonprocurement Common Rule (2 C.F.R. Part 180) or voluntarily excluded. Excluded transactions include covered transactions under the Nonprocurement Common Rule (2 C.F.R. Part 180) and transactions covered under the FAR (48 C.F.R. Chapter 1). Excluded transactions include transactions with excluded persons.
10. **FEDERAL AGENCY.** As defined in 2 C.F.R. § 180.950, any United States executive department, military department, defense agency or any other agency of the executive branch.
11. **GOVERNMENTAL ENTITY.** Includes all U.S. federal, state, and local government agencies or instrumentalities. State, as defined in 2 C.F.R. § 180.1005, shall include any of the states of the United States; the District of Columbia; the Commonwealth of Puerto Rico; any territory or possession of the United States; or any agency or instrumentality of a state.
12. **INELIGIBLE TRANSACTION.** A transaction in which a person is prohibited from being a participant or principal pursuant to the Clean Air Act and/or Clean Water Act, as applicable. If a person is convicted of any offense described in 2 C.F.R. § 1532.1105, the person is automatically disqualified from eligibility to receive any covered transaction under the Nonprocurement Common Rule (2 C.F.R. Part 180) and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Part 9, Subpart 9.4), if the person will perform any part of the transaction or award at the facility giving rise to the person’s conviction and the person owns, leases, or supervises the violating facility. See 2 C.F.R. Part 1532, Subpart J.
13. **PERIOD OF TIME.** The number of days as referenced in the Agreement shall be calculated by calendar days inclusive of weekends and holidays. Deadlines falling on a weekend or holiday shall automatically be extended to the next business day.
14. **PERSON.** As defined in 2 C.F.R. § 180.985, any individual, corporation, partnership, association, unit of government, or legal entity, however organized.
15. **PRINCIPAL.** As defined in 2 C.F.R. § 180.995; 2 C.F.R. § 1532.995(a)(b)(c)(e) and (g); and 48 C.F.R. § 2.101(b) this includes, but is not limited to, officers, directors, owners, partners, or other person having primary management or supervisory responsibilities within a business entity.

16. RESPONDENT. A person against whom the EPA has initiated or is considering initiating a debarment and/or suspension action, or is facing a potential statutory disqualification or is statutorily disqualified.

17. RESPONDENTS' AUTHORIZED REPRESENTATIVE(S). The Respondents' official(s) who is the Respondents' primary contact(s) for the purpose of the Respondents' compliance to the Agreement. That person(s) is listed at paragraph "V. 31." herein. All matters involving the Agreement shall be coordinated through this person(s), including but not limited to questions, requests and other communications.

B. PROGRAM COMPONENTS

1. SELF-GOVERNANCE PROGRAM. Not later than thirty (30) calendar days after the effective date of the Agreement, Gramercy will have implemented, and agrees to maintain, a self-governance program that includes compliance programs for employees and a Business Ethics Program (the Program). The Program shall be maintained so as to ensure that Gramercy and each of its employees maintains the business honesty and integrity required of a Government contractor/participant and that Respondents operate in strict compliance with all applicable laws, regulations, and the terms of any contract or covered transaction.

a. **CENTRAL HIGH-LEVEL PROGRAM MANAGEMENT.** Not later than thirty (30) calendar days after the effective date of the Agreement, Gramercy will designate a qualified individual to be Gramercy's Ethics and Compliance Officer ("ECO"). Gramercy shall provide the name and resume of the ECO to the EPA Authorized Representative within thirty (30) calendar days of the effective date of the Agreement. The ECO is responsible for managing all aspects of Gramercy's Program, and shall report, not less than quarterly, to Gramercy's President and Board of Directors. The ECO shall serve as Gramercy's first point of contact for all questions regarding the terms and conditions of this Agreement and Respondents' implementation of this Agreement, investigate complaints concerning Respondents' compliance with this Agreement, and report to the EPA Authorized Representative concerning Respondents' compliance with this Agreement.

b. **CODE OF BUSINESS ETHICS.** Gramercy has adopted a written Code of Business Ethics ("the Code") and attached hereto as Exhibit 1. The Code has been circulated, or within no later than thirty (30) calendar days of the effective date of this Agreement will be circulated, to each employee. After reading the Code each current employee is to sign and date certifying that he or she has read and understands the Code.

Within two weeks of starting employment with Gramercy, new employees shall read the Code, sign, and date certifying that he or she has read and understood the Code. Within such two-week period the new employee's immediate supervisor or other management person shall discuss the content and requirements of the Code with the new employee.

All employees shall re-certify that he or she has read and understands the Code annually. These re-certifications shall be completed within thirty (30) calendar days of the anniversary date of the effective date of this Agreement.

In addition to the company-wide ethics training, Gramercy agrees to provide Dickson with Semi-annual one-on-one ethics training with emphasis on how a recurrence of his CWA conviction could have been prevented as well as Gramercy resources available, contact persons, and how to address recalcitrant subcontractors.

c. **INFORMATION PROGRAM.** Not later than thirty (30) calendar days after the effective date of the Agreement, Gramercy will have instituted and shall maintain a written information distribution program designed to assure that all employees are aware of all applicable laws, regulations, and standards of business conduct that employees are expected to follow and the consequences both to the employee and to the company that will ensue from any violation of such standards or rules.

NOTE: See the "LEP EMPLOYEES" provision in this Agreement for requirements on written communication.

Gramercy may provide employees such notification by posting the information on Gramercy's intranet site, if any, in such a manner as to ensure ready access by all employees and in Gramercy's employee break areas or other similar common areas normally used to post notices for employees, if such areas or intranet site exists. If posting this information on Gramercy's intranet and common area as set forth herein does not ensure access to all employees, Gramercy shall send this information to all employees and principals and obtain written and signed documentation from each employee certifying that each employee reviewed and understands the information.

d. **EDUCATION PROGRAM.** Not later than thirty (30) calendar days after the effective date of the Agreement, Gramercy shall institute and maintain an education program designed to assure that all employees are aware of all applicable laws, regulations, and standards of business conduct that employees are expected to follow and the consequences both to the employee and to the company that will ensue from any violation of such standards or rules. Training consists of compliance training for employees, plus at least one hour of live initial compliance training and ethics training for every employee, plus, annually after the effective date of the Agreement, each employee is required to take at least one hour of live ethics and/or environmental awareness or compliance training.

Gramercy shall document employee attendance by creating, maintaining, and making available to EPA upon request, employee "sign-in sheets" for any training/education program conducted under this term. Gramercy shall document the content of any training/education program conducted under this term by retaining copies of a written syllabus for each class. Annual training required under this Agreement must take place no later than thirty (30) calendar days prior to the next yearly anniversary of the Agreement to ensure that it may be included in an annual certification, if necessary.

New employees must receive training designed to assure that all employees are aware of all applicable laws, regulations, and standards of business conduct that employees are expected to follow and the consequences both to the employee and to the company that will ensue from any violation of such standards or rules within thirty (30) calendar days of hire. A schedule and sample curriculum for the education program is included here as Exhibit 2 and is incorporated by reference into this Agreement.

e. **COMPLIANCE REPORTING SYSTEM.** Not later than sixty (60) calendar days after the effective date of the Agreement, Gramercy will have installed a toll-free, dedicated telephone number for confidential calls reporting suspected misconduct or for handling questions related to business ethics, business conduct, or regulatory compliance (hereinafter called "Helpline/Compliance Line"). The telephone line and reporting system will be separately controlled, operated and managed by an independent / third party contractor.

Gramercy shall establish a corporate primary contact and alternate contacts for all communications directed to the company from the third-party operator. Calls related to business ethics or business conduct shall be directed to the ECO or his/her delegate. Calls concerning environmental issues received by this Helpline/Compliance Line will be directed to the Environmental Coordinator or his/her delegate will be investigated with written investigation and corrective action documentation retained by the ECO for EPA, SDD audit review. The ECO will include in an ECO Annual Report to EPA, a recap of all environmental concerns reported either via the hotline or through other corporate reporting avenues. Gramercy will make employees aware that they are protected from retaliation for efforts to report environmental compliance violations, business ethics issues or regulatory compliance issues.

In addition, Gramercy, upon institution of the Helpline/Compliance Line set forth above, will post in prominent places accessible to each of its employees, a notice giving the toll-free number, inviting confidential calls, and stating the company's commitment to comply with all applicable laws and regulations in the conduct of its business. A copy of the notice is attached as Exhibit 3 to this Agreement.

Gramercy will also post within thirty (30) calendar days of the effective date of this Agreement in common work areas a "Hotline" poster prepared by the EPA Inspector General providing phone numbers to report fraud, waste, and abuse, and/or security violations. Posters and the font of the poster should be of ample size and design to enable the employee to readily find and understand the information regarding the "Hotline." Gramercy shall create a written policy generally describing its process for addressing issues that may be reported to the confidential telephone number.

f. **ENVIRONMENTAL STEWARDSHIP AND ETHICS POLICY.** Gramercy shall establish and publish a policy which sets forth Gramercy's corporate responsibilities regarding its role as a steward of the environment in its community.

Gramercy shall also state in its "Environmental Stewardship and Ethics Policy" that "employees, supervisors or operational managers who knowingly engage in or condone violations of

environmental, health or safety laws and regulations are subject to disciplinary action, including suspension or termination.”

Gramercy shall require that all site principals sign and date a written document which certifies that they have read and understand and will comply with said “Environmental Stewardship and Ethics Policy” within ninety (90) calendar days of the effective date of this Agreement.

The “Environmental Stewardship and Ethics Policy” shall be posted in conspicuous areas (e.g., next to time clock, prominent location on employee bulletin boards, or employee break rooms or cafeterias) at all of Gramercy’s facilities. That policy may be incorporated into Gramercy’s pre-existing policy statements. Said policy shall be communicated to new site managers within thirty (30) calendar days of their employment.

All management and employees of Gramercy’s facilities who are responsible in any way for environmental compliance are subject to this certification requirement.

C. SPECIAL PROVISIONS

Gramercy agrees to maintain Dickson as an asbestos abatement supervisor on all projects that Gramercy employees perform. Dickson shall not supervise any subcontractor who is performing an environmental function, including asbestos abatement work. On all projects that Dickson supervises, Dickson shall report to the appropriate Project Manager, Project Executive or Vice President of Operation.

Gramercy agrees to remove Dickson from projects where Gramercy is engaged as a prime or subcontractor on a federal contract under the Federal Acquisition Regulation.

These special limitations regarding Dickson shall remain in effect throughout the term of this Agreement. Should Dickson leave employment with Gramercy during the term of this Agreement, Respondents shall notify the EPA Authorized Representative(s) within 10 days of Dickson’s departure and provide the date of his departure, his current address and telephone number. Gramercy shall also send a written notification requesting modification of this Agreement pursuant to “V.30” below.

Should Dickson leave employment with Gramercy during the term of this Agreement, Dickson shall provide the EPA Authorized Representative(s) with a written notification identifying any new employment, including self-employment, and whether such employment may involve work that receives federal funding. Alternatively, Dickson may enter into a Voluntary Exclusion Agreement not to participate in federal procurement or non-procurement activities for the remaining term.

IV. INDEPENDENT MONITOR

Prior to the effective date of this Agreement, Gramercy shall engage, at its own

expense and without recourse to EPA, an Independent Monitor. Gramercy has submitted a candidate for Independent Monitor that has been approved by EPA to serve as an Independent Monitor at Respondent's expense for the oversight of this Agreement.

Any change of Independent Monitor requires prior approval from the EPA. Should the EPA become concerned with the performance of the Independent Monitor, the EPA Authorized Representative will raise those concerns to Gramercy's and the Independent Monitor's attention. If the Agency's concerns are not resolved promptly, the EPA Authorized Representative shall refer the matter to the EPA Suspension and Debarment Counsel, who in consultation with the SDO, may require Gramercy to propose a new Independent Monitor within fourteen (14) calendar days of EPA's notification.

If Gramercy proposes a new Independent Monitor, Gramercy shall provide the EPA with the name, telephone number, email address, current position, resume, and duties of the nominee for the EPA's approval within fourteen (14) calendar days of EPA's notification. Should the EPA determine that the qualifications of Gramercy's proposed Independent Monitor are unacceptable; Gramercy shall promptly nominate another Independent Monitor for approval by EPA within fourteen (14) calendar days of notification of denial. Should EPA determine that any one or all of the proposed Independent Monitors are acceptable, the Independent Monitor shall provide an agreed upon monitoring work plan or program to be performed by the Independent Monitor, in accordance with the scope and provisions of this Agreement, within fourteen (14) calendar days of notification by EPA.

Note: It is Gramercy's responsibility to hire a qualified monitor. Due to the requirements of the Standard of Ethical Conduct, no EPA official and employee may direct Gramercy to hire a particular individual or firm as an Independent Monitor. Respondents will not request that any representative of EPA identify or suggest qualified monitors, however, upon request, EPA can refer Gramercy to organizations that may have a list of Independent Monitors.

a. **NATURE OF EMPLOYMENT.** The Independent Monitor is an independent check upon Respondent's compliance with this Agreement. The Independent Monitor shall not be an agent of Respondents, and his or her work shall not be subject to Respondents' assertion of the attorney-client or work product privilege doctrines. The Independent Monitor shall make available supporting documentation to the EPA Authorized Representative (1) upon request by the EPA Authorized Representative or (2) based upon a determination made by either the Independent Monitor or Respondents. The Independent Monitor shall be an independent party who is appropriately certified, licensed, or otherwise adequately qualified and who has had no previous business relationship with Respondent.

b. **ANNUAL CERTIFICATION OF INDEPENDENCE.** Upon nomination, and upon each anniversary of the effective date of this Agreement during its tenure, Gramercy shall furnish EPA with an affidavit from the Independent Monitor certifying that he or she has no financial, professional, personal, familial or other interest that would create an actual or apparent conflict of interest with Gramercy or Dickson, Gramercy's employees or affiliates, other than that arising from the appointment as the Independent Monitor. The affidavit must also certify

that his or her representation of any other client will not create an actual or apparent conflict of interest in fulfilling his or her responsibilities as Independent Monitor.

c. **PARTICULAR DUTIES.** It will be the Independent Monitor's duty to certify Respondents' compliance with this Agreement to the EPA. The Independent Monitor will review Respondents' reports required under this Agreement and certify to the EPA whether or not Respondents have complied with the terms of the Agreement during the reporting period. The Independent Monitor's certifications must be received by the EPA within thirty (30) calendar days of Respondents' semi-annual report. The Independent Monitor shall be provided the same access to materials and employees as the EPA Authorized Representative as outlined in "V.7." of this Agreement.

In addition, the Independent Monitor is required to perform a semi-annual review of this Agreement Respondent shall require the Independent Monitor to prepare a report for Respondents evaluating Gramercy's Business Ethics and Environmental Compliance Programs in the context of this Agreement and recommending any findings that seem appropriate. Gramercy shall direct the Independent Monitor to issue the report to Gramercy and to the EPA without first discussing its proposed conclusions with Gramercy. After review of the report, EPA, at its discretion, may provide recommendations to Gramercy. If such recommendations are provided to Respondents, Respondents shall provide its action plan for implementing any recommended changes to the EPA within forty-five (45) calendar days of receipt of EPA's recommendations.

As set forth in section "V.7." of this Agreement, the EPA may at its discretion conduct an audit of Respondents' compliance to the terms of this Agreement. EPA may elect to have the Independent Monitor accompany and assist EPA on the audit at Gramercy's expense. The Independent Monitor, at EPA's election, may conduct audit activities set forth in section "V.7." including, but not limited to, interviewing any of Gramercy's employees, reviewing Gramercy's files or other documents required pursuant to this Agreement, touring Gramercy's facilities, developing documents to prepare for the interview, and drafting the Audit Report.

V. GENERAL PROVISIONS

1. **LEP EMPLOYEES.** Gramercy will reduce language barriers for its employees who are limited English proficient (who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English) by providing the LEP employees with language assistance services for the written materials, notices, and/or training required under this Agreement. Language assistance services may include, but are not limited to, oral interpretation services, bilingual staff, or written language services.

2. **NOTICE TO EMPLOYEES.** Gramercy will notify all employees of the fact and substance of this Agreement, the nature of the wrongdoing leading to this Agreement, and the importance of each employee abiding by the terms and conditions of this Agreement and all requirements of law, regulations, and Gramercy's policies and procedures during the term of the Agreement. New employees shall be notified within ten (10) calendar days of their employment with Respondent as provided in this provision below.

Gramercy may provide employees such notification of this Agreement by posting the Agreement on the Gramercy's intranet site in such a manner as to ensure ready access by all employees and in the Gramercy's employee break areas or other similar common areas normally used to post notices for employees, if such areas or intranet site exists. If posting this Agreement on Gramercy's intranet and common area as set forth herein does not ensure access to all employees, Gramercy shall send this Agreement to all employees and principals and obtain written and signed documentation from each employee certifying that each employee reviewed and understands the Agreement.

3. CORPORATE OFFICIAL'S CERTIFICATION. Gramercy's chief corporate official shall certify annually that Respondents are in compliance with all terms and conditions of this Agreement.

4. REPORTS OF LEGAL PROCEEDINGS AND GOVERNMENT

INVESTIGATIONS. Respondents represents to the EPA that, to the best of their knowledge, neither Dickson nor any of Gramercy's principals or affiliates is currently under criminal or civil investigation by any governmental entity.

In addition to any periodic written reports, Respondents shall notify the EPA Authorized Representative as soon as possible, and no later than ten (10) calendar days after Respondents become aware of:

- a. The initiation or continued development of any criminal or civil investigation by any governmental entity involving allegations of any violation(s) of state or federal environmental laws, Foreign Corrupt Practices Act, false statements, false claims, corruption, conflict of interest or antitrust violations, if Respondents have reason to believe that Dickson or any of Gramercy's principals, affiliates, employees, or agents is a target or subject of such investigation. "Initiation or continued development" in a criminal matter includes, but is not limited to, the issuance of a subpoena, the execution of a search warrant, or formal charges. "Initiation or continued development" in a civil matter includes, but is not limited to, the commencement of discovery, depositions, the issuance of administrative subpoenas, administrative adjudication, and the issuance of show cause orders;
- b. Initiation of any legal action including, but not limited to, qui tam actions or citizen suits against Respondents or any of Gramercy's principals, affiliates, employees, or agents by any entity alleging violations of any state or federal environmental laws, the Foreign Corrupt Practices Act, false statements to government authorities or public filings, including filings required by U.S. security laws, false claims for government reimbursement, public corruption, conflict of interest, or anti-trust violations;
- c. Criminal charges, civil law suits, or administrative proceedings, including suspension or debarment actions, brought by any governmental entity against

Respondents or any of Gramercy's principals, affiliates, employees, or agents, in a matter relating to the business of Respondent; or

d. Any conviction or guilty plea, nolo contendere plea, deferred prosecution agreement, pre-trial diversion agreement, civil judgment or civil consent decree in which the Respondents or any of Gramercy's principals, affiliates, employees, or agents are parties in a matter relating to the business of Respondent.

5. REPORTS OF MISCONDUCT. Respondents shall report to the EPA Authorized Representative, as soon as possible and no later than ten (10) calendar days after discovery by a principal(s) of any suspected misconduct which there are reasonable grounds to believe may constitute a violation of criminal or civil law or a state or federal administrative action or agreement when such misconduct is in any way related to the Respondents' business with a governmental entity. The misconduct to be reported pursuant to this provision includes misconduct by Dickson or Gramercy's employees, affiliates, agents or contractors, as related in any manner to Respondents' business with a governmental entity.

Gramercy will investigate all reports of such misconduct that come to its attention and will notify the EPA Authorized Representative of the outcome of such investigations and any potential or actual impact of the misconduct on any aspect of Respondents' business with a governmental entity. Respondents will take corrective action, including prompt restitution when established by a court or a tribunal with competent jurisdiction or agreed upon between the parties for any harm to the governmental entity. Respondents will include summary reports of the status of each such investigation to the EPA Authorized Representative in the reports submitted pursuant to this Agreement until each matter is finally resolved. This requirement does not in any way waive Respondents' obligations to submit reports pursuant to any other section in this Agreement or requirements of the Federal Acquisition Regulation (FAR) 9.406-2 (b)(1)(vi) and 9.407-2 (a)(8), if applicable, or any other statutory or regulatory reporting requirement.

6. SCHEDULE OF AUDIT REPORTS. Gramercy agrees to semi-annually provide the EPA Authorized Representative with a schedule of all internal and independent outside audit reports, relating to: (a) environmental compliance; (b) health and safety compliance; and (c) corporate integrity and business ethics. The semi-annual schedule of audit reports shall include a description of the audit, the name and contact information of the auditor and, when applicable, dates or proposed dates of the audits.

7. GOVERNMENT AUDITS AND ACCESS TO RECORDS AND INFORMATION. In addition to any other right the Federal Government may have by statute, regulation, agreement, or contract, upon reasonable notice (minimum five (5) calendar days), the EPA Authorized Representative may examine Respondents' books, records, and other company documents and supporting materials for the purpose of verifying and evaluating Respondents' compliance with the terms and conditions of this Agreement, including:

a. Respondents' business conduct in its dealings with all of its governmental customers;

- b. Respondents' compliance with federal laws, regulations, and procurement policies and with accepted business practices; and
- c. Respondents' compliance with the requirements of covered transactions under the Nonprocurement Common Rule (2 CFR Part 180) or any transaction covered under the Federal Acquisition Regulation (48 CFR Chapter 1), as applicable.

The materials described above shall be made available by Respondents at all reasonable times for inspection, audit, or reproduction. Further, for purposes of this provision, the EPA Authorized Representative may interview any of Respondents' employees at the employee's place of business during normal business hours or at such other place and time as may be mutually agreed between the employee and the EPA Authorized Representative. Employees will be interviewed without a representative of Respondents or Respondents' principals being present. The employee may be represented personally by his own counsel, a union representative, or other representative not associated with the Respondent if requested by the employee. The employee also may decline to be interviewed.

As an alternative to an on-site audit of Respondents' compliance with the terms and conditions of this Agreement, the EPA may, at its sole election, conduct an audit electronically or by mail in which instance Respondents shall provide documentation of their compliance with this Agreement including but not limited to providing copies of documentation maintained as required in this Agreement and such additional documentation and/or certifications as may be requested by the EPA.

8. SALE OF THE RESPONDENT'S BUSINESSES. The sale or transfer of ownership of Gramercy's business or any divisions, subsidiaries, affiliates, business units, facilities, offices or other corporate components shall not be executed as an artifice to avoid being subject to the Agreement. The terms, conditions and obligations of this Agreement shall survive a merger or acquisition of the Gramercy's business or other reorganization of Gramercy's corporate structure and shall be fully binding upon any organization which is successor in interest. However, this Agreement is not intended to restrict the lawful and legitimate sale of assets through an arm's length transaction and would not bind an asset purchaser who purchases through an arm's length transaction.

9. THE RESPONDENT'S PURCHASE OF BUSINESSES. In the event that Gramercy purchases or establishes new business units after the effective date of this Agreement, Gramercy shall implement all provisions of this Agreement to the new business units, including any training or education requirements, within ninety (90) calendar days following such purchase or establishment. Should Gramercy be unable to implement fully such provisions, training or education requirements within ninety (90) calendar days, Gramercy shall notify the EPA Authorized Representative in writing, and shall propose a timeline for the complete implementation of the provisions of this Agreement to the new business units, which will be subject to the EPA SDO's approval. Gramercy shall be notified of the EPA SDO's decision on the implementation plan within thirty (30) calendar days of its receipt of the plan.

If, during the period covered by this Agreement, Gramercy acquires or gains control of any business concern, which performs or may perform work on projects funded under covered transactions under the Nonprocurement Common Rule (2 C.F.R. Part 180) or transactions covered under the FAR (48 C.F.R. Chapter 1), the EPA Authorized Representative shall be notified within ten (10) calendar days of the acquisition. Such notice shall state the name, address, nature of the business concern, and any work it has done for any government entities over the last year.

10. RESTRUCTURING OR ACQUISITION OF NEW BUSINESSES. Gramercy shall not, through a change of name, business reorganization, restructuring or realignment, sale or purchase of assets, or similar action, seek to avoid the obligations and conditions set forth in this Agreement.

11. HIRING NEW EMPLOYEES. Prior to hiring any new employees, Gramercy shall make reasonable inquiry into the status of that employee which, at a minimum, shall include a review of the System for Award Management (SAM) or any successor system as maintained by the General Services Administration (GSA) on the internet (<https://www.sam.gov/>) for federal procurement and nonprocurement programs. The results from all SAM searches shall be kept in Gramercy's records. Gramercy is not, however, required to decline to employ prospective employees who are suspended, debarred, proposed for debarment, or otherwise ineligible as prescribed by any governmental entity debarment program. However, Gramercy will ensure that such employees have no responsibility for, or involvement with, Gramercy's business affairs related in any manner whatsoever with federal procurement and nonprocurement programs, as applicable, until the final resolution of such suspension, proposed debarment, debarment, or statutory disqualification.

12. EXISTING EMPLOYEES. Gramercy is required to conduct a SAM search on all existing employees within sixty (60) calendar days of the effective date of this Agreement. Gramercy is not, however, required to terminate the employment of employees who are or become suspended, debarred, proposed for debarment, or otherwise ineligible as prescribed by any governmental entity debarment program during their employment with Gramercy. However, Gramercy will remove such employees from responsibility for, or involvement with, Gramercy's business affairs related in any manner whatsoever with federal procurement and nonprocurement programs, as applicable, until the final resolution of such suspension, proposed debarment, debarment, or statutory disqualification.

In addition, if any employee of Gramercy is charged with a criminal offense relating to business or otherwise relating to honesty or integrity, Gramercy will remove that employee immediately from responsibility for, or involvement with Gramercy's business affairs as related in any manner to a governmental entity.

If an employee is suspended, debarred, and/or statutorily disqualified, Gramercy shall notify the EPA Authorized Representative of such action and the reasons therefore, and whatever personnel action Gramercy may have taken against the employee, within ten (10) calendar days of Gramercy's knowledge of the suspension, debarment, and/or disqualification action.

13. TRANSACTIONS WITH SUSPENDED, DEBARRED, OR DISQUALIFIED PERSONS AND INELIGIBLE TRANSACTIONS.

Prior to entering into a new covered transaction under the Nonprocurement Common Rule (2 C.F.R. Part 180), any transaction covered under the FAR (48 C.F.R. Chapter 1) that is in excess of the subcontracting threshold contained in FAR Subpart 9.405-2(b), or renewing/exercising options to extend or otherwise extending such a transaction, Gramercy shall review the SAM to identify any person that would be a participant, contractor, or principal in that transaction that may be currently excluded or disqualified from participation in such transaction as defined at III.9. Unless otherwise stated herein, Gramercy shall not knowingly enter into any new covered transaction under the Nonprocurement Common Rule (2 C.F.R. Part 180), any transaction under the FAR (48 C.F.R. Chapter 1), or renew/exercise options to extend or otherwise extend such a transaction with a person listed on the SAM (<http://www.sam.gov>) as debarred, suspended, proposed for debarment, or otherwise ineligible as defined at III.12.

In addition, if a possible match is identified, Gramercy shall require the person to certify in writing as to its status on the SAM. Respondent shall keep a paper copy of all search results and certifications that are required pursuant to this provision.

a. EXCEPTIONS FOR COVERED TRANSACTIONS.

(1) EPA COVERED TRANSACTIONS. Gramercy may enter into an EPA covered transaction under the Nonprocurement Common Rule (2 C.F.R. Part 180) with a suspended or debarred person if: 1) Gramercy submits to the EPA Authorized Representative in writing the compelling reasons that justify entering into a business transaction with a person listed on the SAM as soon as possible, but not later than sixty (60) calendar days prior to the date that the Respondent proposes to enter into such transaction; and 2) the EPA SDO approves the request for an exception to enter into the transaction. The EPA Authorized Representative shall notify the EPA SDO of the request. The EPA SDO shall respond to the request within forty-five (45) calendar days of receipt of the request from the EPA Authorized Representative. Unless otherwise indicated in writing by the EPA Authorized Representative, each request must be made on a transaction by transaction basis. If the EPA SDO does not approve the exception request and Gramercy enters into an EPA covered transaction, the EPA may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend Gramercy and/or Dickson, or take other remedies as appropriate.

(2) OTHER FEDERAL AGENCY COVERED TRANSACTIONS.

Gramercy may not enter into a covered transaction with an excluded person unless the Federal Agency responsible for the transaction grants an exception under 2 C.F.R. § 180.135. Gramercy shall notify the EPA Authorized

Representative of any such exception requests within (30) calendar days of the request to the Federal Agency and shall provide the EPA Authorized Representative with a copy of the exception approval, if granted, within ten (10) calendar days of receipt of the exception approval.

b. **REQUIREMENTS FOR TRANSACTIONS COVERED UNDER THE FAR** Respondents with federal contracts covered under the FAR and subject to FAR 9.405-2 and FAR 52.209 shall provide the EPA Authorized Representative with a copy of the written notification provided to the applicable Contracting Officer within ten (10) calendar days of the notification to the Contracting Officer.

14. FUTURE MISCONDUCT DURING AGREEMENT. In matters unrelated to the misconduct stipulated herein, the EPA may find that the Respondents have materially breached this Agreement based on any misconduct which occurs during the period of the Agreement that leads to any action taken pursuant to 2 C.F.R. § 180.700, 2 C.F.R. § 180.800, or 48 C.F.R. Part 9, Subpart 9.4.

15. RESPONDENT'S LEGAL OBLIGATIONS. Nothing in this Agreement shall be deemed to limit or affect Respondents' obligations under any federal, state or local law or regulation, nor does this Agreement limit in any manner the EPA's ability to enforce any law or regulation within the EPA's jurisdiction.

16. UNALLOWABLE COSTS. Respondents agree that costs, as defined in FAR 31.205-47 or described at 2 C.F.R. § 200.402, that arise from or are related to this Agreement, and that are incurred by, for, or on behalf of Respondents or any of Respondents' current or former officer(s), director(s), agent(s), employee(s), consultant(s), or affiliate(s), shall be expressly unallowable costs for covered transactions under the Nonprocurement Common Rule (2 C.F.R. Part 180) and transactions covered under the FAR (48 C.F.R. Chapter 1). Unallowable costs include, but are not limited to, costs arising from, related to, or in connection with:

- a. The matters at issue herein;
- b. The Government's criminal and civil investigations regarding the matters at issue herein; and
- c. EPA's review of Respondents' present responsibility, including but not limited to the costs of the Respondents' submissions, presentations, and appearances before the EPA Suspension and Debarment Program offices.

Respondents' costs of performing, implementing, and administering the terms and conditions of this Agreement, the costs incurred by the EPA Authorized Representative, and any fines or penalties levied or to be levied in or arising out of this Agreement, are agreed to be expressly unallowable costs. Also unallowable are Respondents' costs of bringing Respondents' self-governance, compliance, and/or ethics programs to a level acceptable to the EPA. Gramercy agrees to account separately for such costs. Gramercy's costs of maintaining, operating, and

improving Gramercy's corporate self-governance/compliance/ethics programs that are incurred after expiration of this Agreement, may be allowable costs.

Gramercy agrees to treat as unallowable costs the full salary and benefits of any officer, employee, or consultant terminated from Gramercy's employ or removed from participation in covered transactions (2 C.F.R. Part 180) or transactions covered under the FAR (48 C.F.R. Chapter 1) as a result of the wrongdoing at issue here and the cost of any severance payments or early retirement incentive payments paid to employees released from the Respondent's employ as a result of the wrongdoing at issue here. For purposes of the preceding sentence, the salary and benefits costs shall include all such costs from the first instance of participation of each individual in the matters at issue here, as determined by the EPA Authorized Representative.

Gramercy recognizes that in order to comply with the terms and conditions of this paragraph, certain costs may need to be reclassified. Gramercy shall proceed immediately to identify and reclassify such costs and, within ninety (90) calendar days of the effective date of this Agreement, Gramercy shall adjust any bid rate, billing rate, or unsettled final indirect cost rate pools to eliminate any costs made unallowable by this Agreement, and shall advise the EPA Authorized Representative, the cognizant administrative contracting officer or award official, and the cognizant Government auditor of the amount and nature of the reclassified costs within one hundred and twenty (120) calendar days of the date of this Agreement. The EPA Authorized Representative or a designated representative shall have the right to audit Gramercy's books and records to verify compliance with this paragraph. Such audit rights shall be in addition to any audit rights the Government may have under the terms of any covered transactions under the Nonprocurement Common Rule (2 C.F.R. Part 180) and transactions covered under the FAR (48 C.F.R. Chapter 1) with Respondent.

17. ADVERSE ACTIONS. Gramercy avers that adverse actions taken, or to be taken by it against any employee or other individual associated with Dickson or Gramercy arising out of or related to the wrongdoing at issue herein were solely the result of Gramercy's initiatives and decisions and were not the result of any action by, or on behalf of, agents or employees of the United States.

18. BREACH OF AGREEMENT / SURVIVAL OF CAUSE FOR DEBARMENT. Respondents' failure to meet any of their obligations pursuant to the terms and conditions of this Agreement or any agreement specifically incorporated herein, if determined by the SDO to be a material breach of this Agreement, shall constitute a separate cause for suspension and/or debarment. Repeated violations of non-material provisions of this Agreement may cumulatively constitute a material breach of the Agreement. The underlying causes for debarment survive the execution of this Agreement and the EPA may initiate suspension or debarment proceedings against Dickson or Gramercy or statutorily disqualify Dickson on these grounds if there is a breach of this Agreement. Nothing in this provision or this Agreement shall be construed as a waiver of any legal rights of Respondents to contest the SDO's determination of materiality.

19. RESOLUTION OF DEBARMENT, SUSPENSION, OR STATUTORY DISQUALIFICATION. Provided that the terms and conditions of this Agreement are fulfilled, EPA will not suspend or debar Respondents, or statutorily disqualify Dickson and will lift any

existing suspension, debarment or statutory disqualification, as applicable, based on the facts and circumstances set forth in the Preamble herein. The EPA SDO's decision, which is based upon the facts at issue here, shall not restrict the EPA or any other Federal Agency from instituting administrative actions, including, without limitation, suspension, debarment or statutory disqualification should:

- a. Other information indicating the propriety of such action come to the attention of the EPA or such other Federal Agency; or
- b. Additional information concerning the facts at issue here is discovered by the EPA or such other Federal Agency and was not disclosed by Respondent.

This Agreement relates solely to suspension, debarment and statutory disqualification issues, pursuant to 48 C.F.R. Part 9, Subpart 9.4 and 2 C.F.R. Part 180 as implemented by 2 C.F.R. § 1532, in conjunction with the circumstances recited herein and in no way waives any criminal, civil, contractual, or administrative remedy or right which the Government may have for the circumstances so described in this Agreement.

20. NOTICE OF DEBARMENT PROCEEDINGS. Respondents hereby waive all further notice and opportunity for hearing to which it may otherwise be entitled to except that Respondent shall receive such notice(s) as it would otherwise be entitled if provisions "V. 18" or "V. 19" are invoked or if a subsequent suspension or debarment is initiated pursuant to 48 C.F.R. Part 9, Subpart 9.4 or 2 C.F.R. Part 180 as implemented by 2 C.F.R. Part 1532.

21. RELEASE OF LIABILITY. Respondents hereby release the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of or related to the investigation, criminal prosecution, or civil settlement at issue here, or the suspension, proposed debarment, or debarment of Respondents or the discussions leading to this Agreement.

22. PRESENT RESPONSIBILITY. By entering into this Agreement, the EPA is not determining that Respondents are presently responsible for any specific covered transaction under the Nonprocurement Common Rule (2 C.F.R. Part 180) or transactions covered under the FAR (48 C.F.R. Chapter 1). Respondents' compliance with the terms and conditions of this Agreement may be a relevant factor to be considered by an award official in rendering a responsibility determination for purposes of these transactions.

23. RESTRICTION ON USE. Respondents shall not use any term or condition of this Agreement, or the fact of the existence of this Agreement, for any purpose related to the defense of, or in mitigation of, any criminal, civil, or administrative investigation or action by any element of the Federal Government. However, the existence of this Agreement may be used in any action or proceeding initiated by any Federal Agency to suspend, debar or otherwise render ineligible Respondents based on the events giving rise to this Agreement.

- 24. BANKRUPTCY.** Respondents shall not use bankruptcy proceedings to affect the enforcement of this Agreement in the interests of the Federal Government.
- 25. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
- 26. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together, shall constitute one and the same agreement.
- 27. SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.
- 28. PARAGRAPH HEADINGS.** The paragraph headings in this Agreement are inserted for convenient reference only and shall not affect the meaning or interpretation of this Agreement.
- 29. PROPOSED CHANGES.** Gramercy shall notify the EPA Authorized Representative at least forty-five (45) calendar days prior to instituting any proposed changes in the directives, instructions, procedures, or programs governed by this Agreement. The EPA will verify, approve, or disapprove any such changes within thirty (30) calendar days of receipt of notification by Gramercy. The proposed changes are effectively approved if no response is issued by the EPA within forty-five (45) calendar days of receipt of the proposed changes. The EPA reserves the right to require additional time to review proposed changes.
- 30. EFFECTIVE DATE AND MODIFICATION.** This Agreement may be amended or modified only by a written document signed by all parties, and shall become effective only upon endorsement by the EPA SDO (the "effective date" of this Agreement). Any such request for modification by the Respondents shall be submitted to the EPA SDO through the EPA Authorized Representative. Requests shall be denied, endorsed, or endorsed as modified by the EPA SDO within thirty (30) calendar days of the EPA SDO's receipt of said request from the EPA Authorized Representative.
- 31. NOTICES.** Any notices, reports, or information required hereunder shall be in writing and delivered electronically or mailed by registered or certified mail, postage prepaid as follows:

To Respondent (Respondent's Authorized Representative(s)):

Marie Ann Hoenings, Esq.
General Counsel
Gramercy Group, Inc.
3000 Burns Avenue
Wantagh, NY 11793
(516) 876-0020 (phone)

(516) 876-0021 (fax)
mhoenings@gramercyusa.com

To EPA (EPA Authorized Representative(s)):

For all notifications and submissions:

Peggy Anthony (Mail Code 3902R)
Lead Coordinator, Audits, Oversight and Reviews
Suspension and Debarment Division
Office of Grants and Debarment
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
(202) 564-5364
Anthony.peggy@epa.gov

Via Overnight Mail:

Peggy Anthony (Room 51235)
Lead Coordinator, Audits, Oversight and Reviews
Suspension and Debarment Division
Office of Grants and Debarment
U.S. Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

With a copy to:

Angelia Souder Blackwell
District Counsel, Southeastern District
Suspension and Debarment
U.S. Environmental Protection Agency
61 Forsyth Street
Atlanta, GA 30303
(404) 562-9878
(404) 562-9875 (fax)
Blackwell.angelia@epa.gov

or such other address as either party shall have designated by notice in writing to the other party. Additionally, any such aforementioned submission to EPA sent by registered or certified mail must also be accompanied by a digital copy either by email, disc, or flash drive. Submissions to EPA may be electronic only.

32. PUBLIC DOCUMENT. This Agreement, including all attachments and reports submitted pursuant to this Agreement, subject to the restrictions under the Privacy Act,

exemptions under the Freedom of Information Act, or other applicable limitations, is a public document and may be distributed by the EPA throughout the Government and entered into Government data base systems as appropriate, and provided to other interested persons upon request. It is Respondents' responsibility to claim as Confidential Business Information (CBI) any and all documents attached to and submitted pursuant to the requirements of this Agreement. If CBI is not claimed at the time such documentation is submitted to the EPA, Respondents hereby agree they have waived such claim and has no objection to the EPA releasing such information to the public as appropriate.

This Agreement will be posted on the Federal Awardee Performance and Integrity Information System and any other public website as required by law.

33. EPA RELIANCE. Respondents and Respondents' signatories hereto represent that subject to criminal penalties pursuant to 18 U.S.C. § 1001 all written materials and other information supplied to the EPA by its authorized representative(s) during the course of discussions with the EPA preceding this Agreement, and during the term of this Agreement, are true, current, complete, and accurate, to the best of their information and belief. Respondents also represent that they have provided to the EPA all information in their possession relating to the facts at issue. Respondents understand that this Agreement is executed on behalf of the EPA in reliance upon the truth, accuracy, and completeness of all such representations.

34. TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of, compliance with, and receipt of the benefit of all rights, duties, and obligations herein. If EPA should provide additional time for the Respondent to comply with any specific deadline hereunder, such tolerance by EPA shall not be construed as a waiver or modification for any future deadlines as required herein.

35. RESPONDENTS' SIGNATORY(IES). Vincent Parziale, President/CEO is fully authorized to execute this Agreement and represents that he or she has authority to bind Gramercy. Albert K. Dickson is signing this Agreement in his own individual capacity.

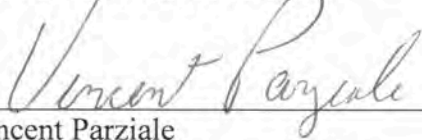
36. ENDORSEMENT BY SUSPENSION AND DEBARMENT OFFICIAL. This Agreement shall become effective only upon its endorsement by the EPA Suspension and Debarment Official.

37. TERM. The Agreement shall terminate May 4, 2019.

38. COLLECTIVE BARGAINING. Gramercy agrees to notify the EPA Authorized Representative if any term of this Agreement becomes subject to collective bargaining consultation and to consult with the EPA Suspension and Debarment Counsel in a timely manner regarding the position Gramercy takes in any collective bargaining consultation connected with this Agreement. The parties agree to work in good faith to accomplish the goals of this Agreement affected by any applicable collective bargaining agreement(s) through alternate means, if necessary.

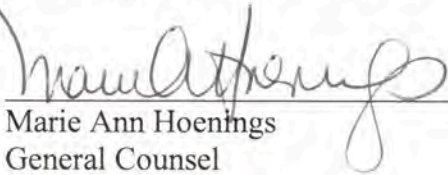
VI. PARTIES' ENDORSEMENTS

**FOR GRAMERCY GROUP, INC. AND
ALBERT K. DICKSON**



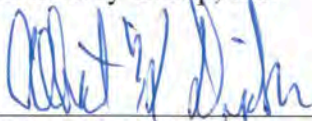
Vincent Parziale
President/Chief Executive Officer

August 29, 2016
DATE



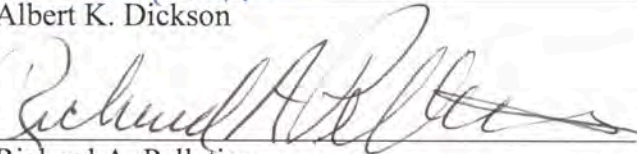
Marie Ann Hoenings
General Counsel
Gramercy Group, Inc.

August 29, 2016
DATE



Albert K. Dickson

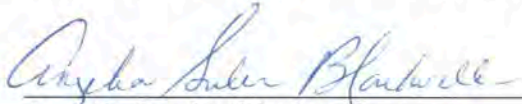
8-29-16
DATE



Richard A. Pelletier
Counsel for Respondents

AUG 26 2016
DATE

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



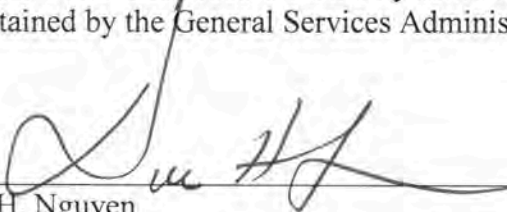
Angelia Souder Blackwell
Debarment Counsel
EPA Suspension and Debarment Division

August 25, 2016
DATE

VII. SUSPENSION AND DEBARMENT OFFICIAL'S ENDORSEMENT

Having reviewed the terms and conditions of the above Administrative Agreement between the Environmental Protection Agency, Gramercy Group, Inc., and Albert K. Dickson and in reliance on the representations, covenants, and terms herein, I hereby endorse the said terms and conditions as an appropriate resolution of this matter. This approval is conditioned upon full compliance with all the terms and conditions of this Agreement. Any material breach or failure to comply with all the terms and conditions of this Agreement may result in a discretionary suspension or debarment, as appropriate.

This Agreement also resolves Albert K. Dickson's existing ineligibility under Section 508 of the Clean Water Act and constitutes certification that the condition(s) giving rise to the violations have been corrected. Accordingly, I have directed that Albert K. Dickson be reinstated and that the active exclusion record on the System for Award Management (SAM) exclusion list maintained by the General Services Administration be rendered inactive.



Duc H. Nguyen
EPA Suspension and Debarment Official

SEPTEMBER 7, 2016
DATE

List of Exhibits

1. Gramercy Group, Inc. Code of Business Ethics.
2. Schedule and sample curriculum for the education program.
3. Gramercy Helpline Poster/Notice.