



Request for Proposals
Environmental Investigation Services
2025 EPA Brownfields Grant
December 2025

I. Purpose

PIDC, on behalf of PAID, seeks an environmental engineering firm to conduct environmental investigations and provide related services for various properties located in the City of Philadelphia.

II. Introduction and Background

PAID received a 2025 USEPA Community-Wide Assessment Grant to complete environment assessments on a number of properties throughout Philadelphia. Potential sites will be identified after selection of a qualified environmental engineering firm, and the selected firm will prepare the required USEPA approval documents and plans for each site before investigations can commence, in compliance with USEPA requirements.

Properties will include former industrial and commercial buildings and land throughout the city. While the majority of investigations are expected to be Phase I and Phase II investigations, there may also be hazardous materials investigations (lead and/or asbestos testing) that will need to be performed on selected properties. A portion of the work under this contract will be for properties that PAID owns or is considering acquiring, with the remainder to be used for PIDC clients undertaking the due diligence process for acquiring property. Therefore, the ability to move efficiently through EPA approvals and environmental investigations will be essential.

Consultants should have extensive experience with environmental remediation in Philadelphia and Southeastern Pennsylvania. They must be capable of achieving timely, effective coordination with USEPA.

III. Scope of Work

PIDC, on behalf of PAID, seeks an environmental engineering firm to provide all necessary services, including supervision, workforce, equipment and provision of material, to successfully perform the following environmental investigative and grant reporting services to various to be determined properties, located in the City of Philadelphia.

A. Selecting Projects

PIDC staff will provide referrals of lending clients who are in the process of purchasing properties within Philadelphia. The selected consultant will advise PIDC staff on whether specific properties are a good fit for the program, based on EPA requirements.

B. Property Approval Questionnaires

Before beginning Phase I and Phase II investigations, the consultant will complete property approval questionnaires in accordance with the USEPA grant found in Appendix A.

C. Field Sampling Plans

Before beginning Phase I and Phase II investigations, the consultant will complete field sampling plans in accordance with the USEPA grant found in Appendix A.

D. Quality Assurance Program Plans

Before beginning Phase I and Phase II investigations, the consultant will complete quality assurance program plans in accordance with the USEPA grant found in Appendix A.

E. Quality Management Plan

The consultant will prepare a Quality Management Plan in accordance with the USEPA grant found in Appendix A.

F. Property Profile Forms

The contractor shall complete a Property Profile Form in ACRES for each site where EPA brownfield funding is expended.

G. Phase I Investigations

After the USEPA has approved a site for a Phase I investigation, the consultant will conduct investigation activities in accordance with *ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, and all applicable local, state and federal requirements.

H. Phase II Investigations

After the USEPA has approved a site for a Phase II investigation, the consultant will conduct investigation activities in accordance with *ASTM E1903-19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*, and all applicable local, state and federal requirements.

I. Alternatives to Brownfields Cleanup Analysis (ABCAs)

If appropriate, the consultant will prepare ABCAs for individual sites.

J. Quarterly Reporting to the USEPA

The consultant will prepare quarterly reports for review by PIDC staff and submit them to the USEPA's ACRES platform upon approval.

K. The consultant will perform any other requested tasks associated with fulfilling the requirements of the USEPA grant found in Appendix A and/or other environmental site assessments services that may be requested.

Services will be requested on an on-call basis, with a fee proposal to be submitted (and approved prior to commencing work) for each request.

IV. Fee

The contract value will be up to \$448,400. Proposals shall include rates schedules for all anticipated staff, materials, equipment, laboratory charges, and any other costs that may be required to perform the requested services.

V. Schedule

All work is anticipated to be performed by June 30, 2029. Proposals should include tentative time estimates (in days or weeks) for each of the services, to include preparation of fee proposals, submission and receipt of USEPA approvals, mobilization, performing the services, preparation of reports, and any other work that may be necessary to perform each task.

VI. Contract and Terms

The term of the contract will be from the time of execution until the end of the grant period, June 30, 2029. PAID, in its sole discretion, will have the option to extend the contract for two (2) additional one (1) year terms. PAID may amend this contract to accommodate the terms and conditions of any current or future EPA brownfields grants awarded to PAID during the term, provided a market survey conducted by PIDC, on behalf of PAID, indicates that the prices the consultant proposes are reasonable.

PAID will pay invoices accompanied by supporting data and documentation as PAID may require. All payments are contingent upon satisfactory performance of the contract.

VII. Professional Services Contract

See Appendix B for a sample professional services contract. All requirements, insurance, etc. are described in the contract. Please note any contract revisions that you request in the proposal. Requested revisions are not guaranteed but will not be entertained if submitted after the proposal. Once a consultant is selected there will be no additional contract negotiations.

VIII. Selection Schedule

- A. An optional pre-proposal meeting will be held virtually on Thursday, December 11 at 2:00 pm. Contact jcohen@pidcphila.com for an invitation.
- B. Questions Due (in writing via e-mail to jcohen@pidcphila.com), Friday, December 19, 2025, 5:00 pm;
- C. All questions with respective answers will be posted on www.pidcphila.com/tools/contract-opportunities by Friday, January 2, 2026, 5:00 pm; and

- D. Proposals Due **Friday, January 23, 2026, 5:00 pm**, submitted electronically to jcohen@pidcphila.com, request delivery receipt to ensure delivery. **Please note that this deadline has been extended from Friday, January 16.**

IX. Proposals

Proposals should be structured and set forth all such relevant information as follows:

- A. Cover letter.
- B. Respondent's relevant experience, expertise, and sufficient staffing and capacity to complete the work by June 30, 2029.
- C. References from past projects of similar type and scale as this project.
- D. Narrative of the respondent's ability to provide the required services and work products.
- E. Time estimates to complete each task.
- F. Rate estimate to perform services requested, including project management, EPA reporting, and approximate costs for Phase I and Phase II reports (with the understanding that costs will vary depending on property specifics).
- G. Complete the Certificate of Non-Indebtedness and submit such certificate along with the response to this RFP. A copy of this Certificate is attached as Appendix C to this RFP.

X. Selection

The selection committee will select the Consultant Team based on various criteria, including the following (in no particular order):

- A. Proposed services and cost estimates for each task.
- B. Time estimates.
- C. Team composition and relevant experience/references.
- D. Project-specific expertise.
- E. Overall responsiveness and proposal quality.
- F. Submission of all required documentation as described herein.
- G. Understanding of project scope.

The criteria listed above are not necessarily in order of importance or weight in the selection process. Submissions will be reviewed by a selection committee, which will select a Consultant Team. PIDC reserves the right to identify a short list of firms and hold


interviews with selected firms. PIDC reserves the right to replace a firm on the Consultant team with another firm. PIDC also reserves the right, at any time prior to the full execution of an agreement with the selected Consultant Team to proceed with the project, to modify the schedule and scope of this solicitation process, to terminate the RFP process, and to reject or not consider all or any part of any proposal submitted in response to this RFP for any reason or no reason. Further, after review of the proposals, PIDC reserves the right to request additional or clarifying information from any or all of the parties that submit proposals in response to this RFP.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. PIDC strongly encourages small, local businesses to submit proposals; PIDC also encourages larger businesses to partner with smaller, local businesses.

The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Appendix A

EPA Grant Agreement

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 953A0182 MODIFICATION NUMBER: 0 PROGRAM CODE: BF		DATE OF AWARD 09/02/2025
		TYPE OF ACTION: New		MAILING DATE 09/05/2025
		PAYMENT METHOD: ASAP		ACH# 30263
		RECIPIENT TYPE: Special District		
RECIPIENT: PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT 1500 Market St Ste 3500 W Philadelphia, PA 19102-2100 EIN: 23-2237287		PAYEE: Philadelphia Authority For Industrial Development 1500 Market St Ste 3500 W Philadelphia, PA 19102-2100		
PROJECT MANAGER Julia Cohen 1500 Market Street Suite 3500 West Philadelphia, PA 19102-2100 Email: jcohen@pidcphila.com Phone: 215-496-8138		EPA PROJECT OFFICER Christian Smith Four Penn Center, 1600 John F. Kennedy Boulevard, 3LD50 Philadelphia, PA 19103-2852 Email: Smith.Christian@epa.gov Phone: 215-814-3302		EPA GRANT SPECIALIST Celine Vertich Grants Management Section, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852 Email: Vertich.Celine@epa.gov Phone: 215-814-5286
PROJECT TITLE AND DESCRIPTION PAID FY25 Community-wide Assessment See Attachment 1 for project description.				
BUDGET PERIOD 07/01/2025 - 06/30/2029	PROJECT PERIOD 07/01/2025 - 06/30/2029	TOTAL BUDGET PERIOD COST \$ 500,000.00	TOTAL PROJECT PERIOD COST \$ 500,000.00	
NOTICE OF AWARD <p>Based on your Application dated 05/27/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 500,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 3, US EPA Region 3, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852		ORGANIZATION / ADDRESS U.S. EPA, Region 3, Land, Chemicals and Redev Div (3LD00) R3 - Region 3 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Lisa White - Mission Support Division, Acting Division Director				DATE 09/02/2025

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 38,716
2. Fringe Benefits	\$ 12,884
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 448,400
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 500,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 500,000
12. Total Approved Assistance Amount	\$ 500,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 500,000
15. Total EPA Amount Awarded To Date	\$ 500,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide \$500,000 in federal funding for Philadelphia Authority for Industrial Development to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in the Lower Schuylkill area in Philadelphia Pennsylvania.

Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Anticipated deliverables and expected outcomes include conducting 21 Phase I and 4 Phase II environmental site assessments, holding 8 community meetings, developing 4 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing 4 planning documents to initiate brownfields revitalization, and submitting 16 quarterly reports. The intended beneficiaries include the residents, business owners, and stakeholders in and near the Lower Schuylkill area in Philadelphia, Pennsylvania.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

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

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

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov with copy to the grant specialist of record.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grant specialist and project officer of record.
- Payment requests (if applicable): RTPFC-Grants@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: project officer of record.

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal cost sharing) incurred from **07/01/2025** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

FY25 Brownfields Community-wide Assessment Cooperative Agreement Terms and Conditions

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

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2025 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that the CAR complies with all applicable Federal and state laws and requirements. In addition to CERCLA § 104(k), applicable Federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with Federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33 (as applicable); OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973, 29 USC §§ 793 and 794; 40 CFR Part 7, Subpart C. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
5. The CAR must comply with Davis-Bacon Related Act prevailing wage requirements and associated U. S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Related Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration

of the site) that indicate that the Davis-Bacon Related Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary (i.e., as discussed in the FY25 application) and described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101 (39), and whether the CAR is a potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has a defense to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is “no viable responsible party” for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

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

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

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community engagement activities have been initiated; and/or

- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

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

a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.), including when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

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

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other Federal

agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bids, scopes of work, and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1. in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Criteria for selecting additional sites should consider the prioritization criteria identified in the FY25 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan should lead to the CAR addressing sites in areas with similar characteristics to the areas discussed in the FY25 application.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. The CAR may request a waiver of the \$200,000 funding limitation based on the anticipated level of contamination, size, or status of ownership of the site. Waiver of this funding limit for a brownfield site must be submitted to and approved by the EPA Project Officer prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state or Tribal entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the competitive procurement standards in 2 CFR Part 200 (including the requirements for full and open competition). Additionally, all CARs (including State and Tribal entities), regardless of the contract amount, must comply with EPA's regulations at 40 CFR Part 33 as applicable. For additional information on these requirements, see <https://www.epa.gov/grants/rain-2025-g02> and the "Utilization of Disadvantaged Business Enterprises" General Term and Condition of this agreement. These requirements also apply to procurement processes that were completed before the award of this cooperative agreement, to include if the CAR intends to submit payment requests for pre-award costs. See EPA's [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

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

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

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

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

7. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

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

These reports shall cover work status, work progress, difficulties encountered, preliminary data results, and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key personnel (including employees and contractors) that are identified by name or position in the workplan. Prior approval means the written approval obtained in advance of a recipient taking an action by an authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report Function. Quarterly performance reports must include:

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

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. If significant developments occur that negatively impact the Federal Award, the CAR shall include information on their plan for corrective action and any assistance needed to resolve the situation. The CAR shall include a statement on funding transfers among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

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

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

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

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

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

E. Property Profile Submission

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

F. Final Cooperative Agreement Performance Report with Environmental Results

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

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY25 application. Refer to the [EPA Guidance on Participant Support Costs](#) for information regarding reasonable stipend amounts for community liaisons. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under Federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include

information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

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

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

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

2. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of Federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$25,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

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

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

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

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

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

3. Local Governments Only – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
- b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
- c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
- d. Job training activities unrelated to performing a specific assessment at a site (i.e., on the job training) covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a Federal cost share requirement (e.g., a cost share required by another Federal grant) unless there is specific statutory authority;

- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any Federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds shall not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian Tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.
2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

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

When environmental information are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

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

1. Quality Management Plan (QMP)

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

Option 1

- i. Develop a QMP,
- ii. Prepare the QMP in accordance with the current version of EPA's [Quality Management Plan \(QMP\) Standard](#). Submit the document for EPA review, and
- iii. Obtain EPA Quality Assurance Manager (hereafter referred to as QAM) approval.

OR

Option 2:

- i. Submit a previously EPA-approved and current QMP,
- ii. The EPA Quality Assurance Manager (hereafter referred to as QAM) will notify the EPA Project Officer in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP for EPA review and approval prior to collecting environmental information (approximately 90 days to accommodate review) (i.e. beginning a Phase I Environmental Assessment).

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA Project Officer and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA Project Officer and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)/Quality Assurance Program Plan (QAPrP)

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

Option 1

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

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

iii. Submit the document for EPA review, and

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

Option 2

i. Submit a previously EPA-approved QAPP/QAPrP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

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

Option 3

i. Recipients in states that have an EPA-approved state QAPP/QAPrP, submit a signed Memorandum of Agreement between the recipient and the State that attests to the recipient following the State's EPA-approved QAPP/QAPrP. Recipients should contact the EPA Project Officer to review the requirements and to receive the attestation memo for this quality assurance approach.

b. The recipient must submit the QAPP/QAPrP for EPA review and approval prior to collecting environmental sampling data (approximately 90 days to accommodate review) (i.e. beginning a Phase II Environmental Assessment).

c. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP/QAPrP. EPA may require the QAPP/QAPrP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP/QAPrP at least annually. The results of the QAPP/QAPrP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur.

3. Field Sampling Plans (FSP)

a. If the recipient is following an EPA-approved Quality Assurance Program Plan (QAPrP) as opposed to a Quality Assurance Project Plan (QAPP), prior to beginning environmental information operations (i.e. beginning a Phase II Environmental Site Assessment), the recipient must:

i. Prepare a Field Sampling Plan (FSP) in accordance with the EPA-approved QAPrP. (The FSP is a Site or activity specific document, supported by a higher QA document such as a QAPrP, and which describe the number, type, and location of samples and the type of analyses, etc.).

ii. Submit the document for EPA review, and

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

For Reference:

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

4. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

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

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

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to the EPA Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.

c. EPA Logo: If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient's or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo must be accompanied with a statement indicating that the Philadelphia Authority for Industrial Development received Federal financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the OPA available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA.

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

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

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. This includes translating the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). Translation costs for this purpose are allowable, provided the costs are reasonable.

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

D. All Appropriate Inquiries

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and*

Suggestions on Report Content" (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients*" (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of "***significant***" ***data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- "*[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.*"
- "*[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.*"

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct

the deficiencies, EPA may consider other available remedies, including under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. 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 assessments are complete.

F. Inclusion of Additional Terms and Conditions

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

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

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

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement. The CAR must pay subrecipients in advance provided the subrecipient complies with the requirements of 2 CFR § 200.305(b)(1).

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

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

- i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.
- ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.
- b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.
- c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

VII. Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

- a. Program Name: Brownfields Program
- b. Statute: Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)
- c. Activities subject to Davis-Bacon:
 - i. Brownfield Sites Contaminated with Hazardous Substances: All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:
 - Excavation of contaminated soil;
 - Construction of caps, barriers, and structures which permanently house treatment equipment;
 - Installation of water supply wells/piping/connections;
 - Abatement of contamination in buildings; and
 - Demolition (if followed by new construction).
 - ii. Brownfield Sites Contaminated with Petroleum: DBRA prevailing wage requirements apply when the project includes:

Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;

Construction of caps, barriers, and structures which permanently house treatment equipment; and

Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

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

Heavy Construction: EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:

Excavation and removal of contaminated soil;

Construction of caps or barriers;

Replacement of paving and concrete; and

Installation of water supply wells/piping/connections.

Building Construction: EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:

Demolition (if followed by new construction);

Construction of structures which permanently house treatment equipment; and

Abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Residential Construction: EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. Davis-Bacon and Related Acts

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

Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more

Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

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

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1) (iii).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

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

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients.”

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

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

Appendix B

Professional Services Agreement

Updated January 2, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of _____ by and between the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania, with offices located at 1500 Market Street, Suite 3500 West, Philadelphia, PA 19102 (hereinafter referred to as “**PAID**”) and [ORGANIZATION NAME], a [Entity Type] organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at [Street Address], Philadelphia, PA [ZIP Code] (hereinafter referred to as “**Provider**”).

WITNESSETH:

WHEREAS, PAID received a 2025 USEPA Community-Wide Assessment Grant to complete environment assessments on a number of properties throughout Philadelphia; and

WHEREAS, PAID desires to contract with Provider to provide all necessary services, including supervision, workforce, equipment and provision of material, to successfully perform the following environmental investigative and grant reporting services to various to be determined properties, located in the City of Philadelphia.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Services.**

Provider, for and in consideration of the compensation described in Section 3 below, agrees to provide professional services to PAID in accordance with the scope of services outlined in Exhibit “A” attached hereto and made a part hereof (the “**Scope of Services**”).

2. **Term.**

The term of this Agreement shall commence on [_____] and shall expire on June 30, 2029 unless an Event of Default (hereinafter defined) occurs, in which case this Agreement will terminate in accordance with Section 6 below.

3. **Compensation.**

PAID agrees to pay Provider a sum not to exceed four hundred forty eight thousand and four hundred dollars (\$448,400). Before any compensation shall be due, Provider shall furnish PAID with an invoice for payment for professional services provided in accordance with this Agreement. Such fee shall be paid to Provider within [thirty (30)] days after PAID’s receipt and approval of an invoice from Provider describing the services provided and any other ancillary charges, in such detail as PAID may reasonably require. Provider shall not incur or charge PAID for any other fees or expenses without PAID’s prior written authorization. Performance beyond the limitations set forth in this Agreement (either financial or otherwise) shall be at the sole risk and responsibility of Provider and PAID shall have no obligation to pay Provider for fees or expenses exceeding the amount stated in this Section 3 or the terms of this Agreement.

4. Representations, Warranties and Covenants.

As an inducement to enter into this Agreement, Provider represents, warrants and covenants as follows:

(a) Neither Provider and nor any entities under common control with Provider or controlled by Provider are currently indebted to PAID, the Philadelphia Industrial Development Corporation (“**PIDC**”), and/or the City of Philadelphia (the “**City**”), and will not, at any time during the term of this Agreement, be indebted to PAID, PIDC, and/or the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City of Philadelphia on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to PAID, PIDC, and/or the City has been established. Provider shall remain current during the term of the Agreement with all such payments. In addition to any other rights or remedies available to PAID at law or in equity, Provider acknowledges that any breach or failure to conform to this Section 4 may, at PAID’s option, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to PAID’s satisfaction within a thirty (30) days or such other reasonable time frame specified by PAID in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement in accordance with Section 6, below (in which case Provider shall be liable for all excess costs and other damages resulting from the termination). Provider acknowledges and understands that any false certification or representation under this Section 4 may be subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(b) Provider shall perform the services set forth in the Scope of Services using personnel of skill, experience, and qualification and in a professional and workman-like manner in accordance with commercially reasonable standards for similar services and shall devote adequate resources to meet its obligation under this Agreement.

(c) All services rendered and documents prepared by Provider shall strictly conform to all applicable laws, statutes and ordinances, and the applicable rules regulations, methods and procedures of all governmental boards bureaus offices, commissions and other agencies.

5. Default.

Each of the following shall constitute an Event of Default: (a) failure by Provider to comply with the terms and conditions of this Agreement; (b) failure by Provider to act in accordance with (i) federal, state or local law or (ii) applicable regulations, rules or procedures of governmental boards, commissions or other agencies; or (c) debarment of Provider by federal, state or local agency.

6. Termination.

Upon the occurrence of an Event of Default, PAID may terminate this Agreement by providing written notice to Provider. Any exercise by PAID of this right of termination shall be in addition to and not in substitution for any other rights or remedies under applicable laws. Notwithstanding anything to the contrary in this Agreement, Sections 5, 6 and 8 shall survive termination of this Agreement.

7. Insurance.

Provider shall, at its own cost and expense, procure and maintain in full force and effect, covering the performance of the services under this Agreement, Professional Liability Insurance with the minimum limit of One Million and 00/100 Dollars (\$1,000,000.00).

8. Indemnification.

(a) Provider shall indemnify, defend and hold harmless PAID, PIDC, and the City from and against any and all losses, costs (including litigation costs and counsel fees) suits, claims, actions, damages, liability and expenses, including, but not limited to those in connection with loss of life, bodily and personal injury or damage to property to the extent that they may be caused by Provider's act or omission or the act or omission of Providers' agents, subconsultants, employees, or servants pursuant to this Agreement.

(b) If Provider receives notice of a legal claim against it in connection with this Agreement, Provider shall submit the appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the carrier and within ten (10) business days to PAID.

9. Assignment.

Provider shall not assign or transfer any interest in or under this Agreement in whole or in part (whether by assignment or notation), without the prior written approval of PAID. PAID reserves the right to assign any interest in this Agreement in its sole discretion.

10. Ownership of Materials.

Provider shall make available to PAID, upon PAID's request, a copy of any materials prepared by or for Provider in performance of this Agreement, at no cost to PAID. All materials prepared by Provider shall be the sole and absolute property of PAID and PAID shall have title thereto and unrestricted use thereof.

11. Confidentiality.

Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall maintain in strict confidence any and all records, documents and data furnished by PAID to Provider in relation to this Agreement and all deliverables, work product(s), items of work and other materials created by Provider in relation to this Agreement ("**PAID Data**"). Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall not, without PAID's written permission, issue, divulge, disclose, publish, communicate, or distribute any PAID Data to any person or entity except as may be strictly necessary to perform under this Agreement.

12. Public Disclosure.

Provider hereby acknowledges that PAID is an Agency as defined under the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("**RTKL**") and that this Agreement and records related to or arising out of this Agreement, including but not limited to e-mails and notes, may be subject to public disclosure pursuant to the RTKL.

13. Miscellaneous.

- (a) This Agreement, including the Scope of Services attached hereto in Exhibit "A" contains the entire agreement between the parties and supersedes all prior negotiations, representations agreements and understandings, written and oral, regarding the subject matter of this Agreement.
- (b) The individuals executing this Agreement on behalf of Provider and PAID have the authority to execute same and represent that said execution binds Provider and PAID to this Agreement.
- (c) This Agreement may not be waived, altered or modified except by an agreement in writing and signed by the parties hereto.
- (d) If any provision of this Agreement shall for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.
- (e) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- (f) This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
- (g) This Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (h) Time is of the essence of the Provider's obligations under this Agreement and the Scope of Services.
- (i) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same Agreement. This Agreement may be electronically signed, and the parties agree that any electronic signatures on this Agreement will be treated in all respects as having the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____
Name: [_____]
Title: [_____]

[PROVIDER]

By: _____
Name: [_____]
Title: [_____]

Exhibit “A”
Scope of Services

Appendix C

Certificate of Non-Indebtedness

SECTION 00623

CONTRACTOR'S CERTIFICATE OF NON-INDEBTEDNESS
TO CITY OF PHILADELPHIA,
THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT &
THE PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION

The individual or firm listed below hereby certifies and represents to the City of Philadelphia, the Philadelphia Authority for Industrial Development (PAID) and its agent, the Philadelphia Industrial Development Corporation (PIDC), that the individual(s) or firm(s) or the firm's parent company(ies) and subsidiary(ies) are not currently indebted to the City, PAID or PIDC, nor will be indebted to the City, PAID or PIDC, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City, PAID, or PIDC has been established. In addition to any other rights or remedies available at law or in equity, individuals(s) or firm(s) acknowledges that any breach of or failure to conform to this certification may, at the option and direction of PAID or PIDC result in disqualification from further consideration of the attached proposal.

Name of Individual or Development Firm

By: _____
Authorized Signatory

Title: _____
President or Vice President

Print Name

Attest: _____
Secretary or Treasurer

Print Name

SECTION 00624

SUBCONTRACTOR'S CERTIFICATE OF NON-INDEBTEDNESS
TO CITY OF PHILADELPHIA,
THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT &
THE PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION

The individual or firm listed below hereby certifies and represents to the City of Philadelphia, the Philadelphia Authority for Industrial Development (PAID) and its agent, the Philadelphia Industrial Development Corporation (PIDC), that the individual(s) or firm(s) or the firm's parent company(ies) and subsidiary(ies) are not currently indebted to the City, PAID or PIDC, nor will be indebted to the City, PAID or PIDC, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City, PAID, or PIDC has been established. In addition to any other rights or remedies available at law or in equity, individuals(s) or firm(s) acknowledges that any breach of or failure to conform to this certification may, at the option and direction of PAID or PIDC result in disqualification from further consideration of the attached proposal.

Name of Individual or Development Firm

By: _____
Authorized Signatory

Title: _____
President or Vice President

Print Name

Attest: _____
Secretary or Treasurer

Print Name

Appendix D

Q&A Document

January 2, 2026



Questions and Answers Request for Proposals

Environmental Investigation Services 2025 EPA Brownfields Grant

January 2026

1. You described two groups of projects to be completed at the Pre-Bid meeting. One was the Environmental Impact Program, but what was the second group?

Funds will be used for two different sets of projects:

- PAID-owned properties, especially in Southwest Philadelphia.
- The Environmental Impact Program, throughout the city. The timing for assessing these projects will typically be compressed, because they are for PIDC lending clients going through due diligence to acquire property.

2. Is it possible to receive a copy of the full grant application that was submitted to US EPA that resulted in the 2025 Community-wide Brownfield Assessment grant award?

It is PIDC's and PAID's policy not to share grant applications as part of RFP processes.

3. Did PIDC or PAID have a contractor assist in the grant application? If yes, who was the contractor?

Yes, Fairmount Ventures assisted with the grant application. In addition, the West Virginia University Technical Assistance to Brownfield Communities (WVU TAB) team provided feedback on a draft application.

4. Can PIDC provide the Phase I site addresses so the bidder can provide an appropriate cost for each Phase I ESA?

The properties to be assessed have not yet been selected. They will depend on PIDC client needs once the consultant has been selected.

5. Can PIDC provide the sites that require a Phase II ESA so that the bidder can provide an appropriate cost for each Phase II ESA?

The properties to be assessed have not yet been selected. They will depend on PIDC client needs once the consultant has been selected.

6. What is the expected size of the properties included in the grant?

The properties to be assessed have not yet been selected, but the majority are expected to be commercial properties of about 1,000-5,000 square feet. In addition, there may be some former industrial properties of up to five acres or more.

7. The project description for the EPA Grant Agreement presented in Appendix A of the RFP references the completion of twenty-one (21) Phase I and four (4) Phase II environmental site assessments (ESAs). Will the Phase II ESAs be completed on sites that also had Phase I ESAs conducted on them during this

Grant/proposal effort? If no, will PIDC be able to provide prior Phase I ESA documentation before commencement of the Phase II effort?

We expect the Phase II ESAs to follow Phase I ESAs completed under this scope of work, but it is possible that one or more will be for properties with previously completed Phase I ESAs. In that case, PIDC will provide the consultant with the existing Phase I ESA.

8. Will the Phase II ESA scopes require soil sampling and groundwater sampling?

This will depend on the details of the selected sites.

9. Can PIDC provide the primary contaminants of concern for the Phase II ESAs?

This will depend on the details of the selected sites.

10. The project description for the EPA Grant Agreement presented in Appendix A of the RFP references “holding 8 community meetings,” – is it expected that the awarded contractor is to run these meetings, or just be in attendance while the meeting is run by others? Also, which task should any associated costs be carried under?

The awarded contractor will be expected to attend but not run the meetings. Associated costs should be categorized under project management.

11. Estimates for tasks will vary depending on the site and areas of concern identified. Can you provide a typical property description for a Phase I ESA estimate and a list of areas of concern for a Phase II ESA estimate? Additional details on site complexity for task estimates will be helpful.

We understand that the cost will depend on the specifics of the sites. Because the sites have not yet been selected, respondents may instead submit hourly rates for personnel identified by job title.

12. Please clarify the fee schedule to be provided, Consultant is to submit a hour/unit rate fee structure as identified in section IV Fee and then estimated fees for items A through K in section III Scope of Work?

Can PAID/PIDC clarify what bid cost item breakdown is needed, and provide a preferred bid cost sheet? Do you need total project costs per task, unit rates for an individual deliverable, or GES labor, equipment, and vehicle unit rates?

Please provide hourly rates for individual job titles. In addition, please provide estimated staff time for project management and EPA reporting, as well as daily rates for equipment/operators, unit costs for all sampling, and any other costs that may be

required to perform the requested services. Because the cost of ESAs will depend on the specifics of the sites, respondents are not required to provide overall cost estimates for ESAs separately from hourly rates and other expenses.

13. Should the fee schedule be submitted for 2026 with annual percent increases or be fixed for the full term of the contract?

Please provide a fee schedule with fixed fees through the length of the contract.

14. Do prevailing wage rates apply to Phase II Site Investigations? If so please provide.

We are required to comply with Davis-Bacon Related Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts. Given the nature of the grant, we do not expect these types of activities to be performed. However, if any of these activities are needed (e.g. removal of an underground storage tank), we will request guidance from the EPA.

15. Can PAID/PIDC clarify the format of the time estimates requested? Is PAID/PIDC expecting time estimates for an individual deliverable under each task or the overall project timeline for each task or a comprehensive schedule for the project showing each task?

Please submit time estimates for preparing and receiving approval for required EPA forms, Phase I ESAs, Phase II ESAs, and ABCAs. We understand that the exact time to prepare ESAs will depend on the individual sites selected.

16. Can PAID/PIDC please clarify what the expected deliverables for “4 planning documents to initiate brownfields revitalization” will include? EPA lists eight eligible site planning activities to initiate brownfields revitalization (Equitable Development Activities, Brownfields Area-Wide Planning, Site Reuse Assessment, Land Use Assessment, Market Study, Infrastructure Evaluation, Community Health Assessment, Site Disposition Strategy).

This refers to Quality Management Plans (QMPs) that are required to be submitted annually. It does not include any of the eight eligible site planning activities described in this question.

17. During the pre-proposal meeting on Thursday, December 11 you mentioned that the professional services agreement in the RFP was not correct and that a new one would be provided for bidders to review. How and when will that be made available to potential bidders?

Please see the updated professional services agreement, attached.

18. Appendix B of the RFP is a Professional Services Agreement. Per Section IX of the RFP, it appears that respondents are not required to include an executed copy of the Professional Services Agreement as part of a proposal submission. Can you please confirm?

This is correct. Respondents should submit any proposed changes to the Professional Services Agreement provided in the RFP.

19. Will the PIDC select one or multiple environmental consulting firms?

Depending on the responses, we are open to selecting one or multiple consulting firms.

20. Would PAID/PIDC be willing to extend the bid due date by one week?

Yes, we are extending the due date to Friday, January 23, 2026 at 5:00pm EST.

21. What is the anticipated award date?

We expect to make a selection by March 1, 2026.

22. Can PAID/PIDC identify any MBE/WBE/DBE goals (whether local or federal) that need to be met for this proposal?

While there are no MBE/WBE/DBE goals (local or federal) that need to be met for this proposal, we strongly encourage small, local businesses to submit proposals. We also encourage larger businesses to partner with smaller, local businesses.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of _____ by and between the PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania, with offices located at 1500 Market Street, Suite 3500 West, Philadelphia, PA 19102 (hereinafter referred to as “**PAID**”) and [ORGANIZATION NAME], a [Entity Type] organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at [Street Address], Philadelphia, PA [ZIP Code] (hereinafter referred to as “**Provider**”).

WITNESSETH:

WHEREAS, PAID received a 2025 USEPA Community-Wide Assessment Grant to complete environment assessments on a number of properties throughout Philadelphia; and

WHEREAS, PAID desires to contract with Provider to provide all necessary services, including supervision, workforce, equipment and provision of material, to successfully perform the following environmental investigative and grant reporting services to various to be determined properties, located in the City of Philadelphia.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Services.**

Provider, for and in consideration of the compensation described in Section 3 below, agrees to provide professional services to PAID in accordance with the scope of services outlined in Exhibit “A” attached hereto and made a part hereof (the “**Scope of Services**”).

2. **Term.**

The term of this Agreement shall commence on [_____] and shall expire on June 30, 2029 unless an Event of Default (hereinafter defined) occurs, in which case this Agreement will terminate in accordance with Section 6 below.

3. **Compensation.**

PAID agrees to pay Provider a sum not to exceed four hundred forty eight thousand and four hundred dollars (\$448,400). Before any compensation shall be due, Provider shall furnish PAID with an invoice for payment for professional services provided in accordance with this Agreement. Such fee shall be paid to Provider within [thirty (30)] days after PAID’s receipt and approval of an invoice from Provider describing the services provided and any other ancillary charges, in such detail as PAID may reasonably require. Provider shall not incur or charge PAID for any other fees or expenses without PAID’s prior written authorization. Performance beyond the limitations set forth in this Agreement (either financial or otherwise) shall be at the sole risk and responsibility of Provider and PAID shall have no obligation to pay Provider for fees or expenses exceeding the amount stated in this Section 3 or the terms of this Agreement.

4. Representations, Warranties and Covenants.

As an inducement to enter into this Agreement, Provider represents, warrants and covenants as follows:

(a) Neither Provider and nor any entities under common control with Provider or controlled by Provider are currently indebted to PAID, the Philadelphia Industrial Development Corporation (“**PIDC**”), and/or the City of Philadelphia (the “**City**”), and will not, at any time during the term of this Agreement, be indebted to PAID, PIDC, and/or the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City of Philadelphia on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to PAID, PIDC, and/or the City has been established. Provider shall remain current during the term of the Agreement with all such payments. In addition to any other rights or remedies available to PAID at law or in equity, Provider acknowledges that any breach or failure to conform to this Section 4 may, at PAID’s option, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to PAID’s satisfaction within a thirty (30) days or such other reasonable time frame specified by PAID in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement in accordance with Section 6, below (in which case Provider shall be liable for all excess costs and other damages resulting from the termination). Provider acknowledges and understands that any false certification or representation under this Section 4 may be subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(b) Provider shall perform the services set forth in the Scope of Services using personnel of skill, experience, and qualification and in a professional and workman-like manner in accordance with commercially reasonable standards for similar services and shall devote adequate resources to meet its obligation under this Agreement.

(c) All services rendered and documents prepared by Provider shall strictly conform to all applicable laws, statutes and ordinances, and the applicable rules regulations, methods and procedures of all governmental boards bureaus offices, commissions and other agencies.

5. Default.

Each of the following shall constitute an Event of Default: (a) failure by Provider to comply with the terms and conditions of this Agreement; (b) failure by Provider to act in accordance with (i) federal, state or local law or (ii) applicable regulations, rules or procedures of governmental boards, commissions or other agencies; or (c) debarment of Provider by federal, state or local agency.

6. Termination.

Upon the occurrence of an Event of Default, PAID may terminate this Agreement by providing written notice to Provider. Any exercise by PAID of this right of termination shall be in addition to and not in substitution for any other rights or remedies under applicable laws. Notwithstanding anything to the contrary in this Agreement, Sections 5, 6 and 8 shall survive termination of this Agreement.

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Provider shall, at its own cost and expense, procure and maintain in full force and effect, covering the performance of the services under this Agreement, Professional Liability Insurance with the minimum limit of One Million and 00/100 Dollars (\$1,000,000.00).

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(a) Provider shall indemnify, defend and hold harmless PAID, PIDC, and the City from and against any and all losses, costs (including litigation costs and counsel fees) suits, claims, actions, damages, liability and expenses, including, but not limited to those in connection with loss of life, bodily and personal injury or damage to property to the extent that they may be caused by Provider's act or omission or the act or omission of Providers' agents, subconsultants, employees, or servants pursuant to this Agreement.

(b) If Provider receives notice of a legal claim against it in connection with this Agreement, Provider shall submit the appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the carrier and within ten (10) business days to PAID.

9. Assignment.

Provider shall not assign or transfer any interest in or under this Agreement in whole or in part (whether by assignment or notation), without the prior written approval of PAID. PAID reserves the right to assign any interest in this Agreement in its sole discretion.

10. Ownership of Materials.

Provider shall make available to PAID, upon PAID's request, a copy of any materials prepared by or for Provider in performance of this Agreement, at no cost to PAID. All materials prepared by Provider shall be the sole and absolute property of PAID and PAID shall have title thereto and unrestricted use thereof.

11. Confidentiality.

Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall maintain in strict confidence any and all records, documents and data furnished by PAID to Provider in relation to this Agreement and all deliverables, work product(s), items of work and other materials created by Provider in relation to this Agreement ("**PAID Data**"). Provider and its agents, subconsultants, employees, servants, and any person or entity acting on its behalf shall not, without PAID's written permission, issue, divulge, disclose, publish, communicate, or distribute any PAID Data to any person or entity except as may be strictly necessary to perform under this Agreement.

12. Public Disclosure.

Provider hereby acknowledges that PAID is an Agency as defined under the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("**RTKL**") and that this Agreement and records related to or arising out of this Agreement, including but not limited to e-mails and notes, may be subject to public disclosure pursuant to the RTKL.

13. Miscellaneous.

- (a) This Agreement, including the Scope of Services attached hereto in Exhibit "A" contains the entire agreement between the parties and supersedes all prior negotiations, representations agreements and understandings, written and oral, regarding the subject matter of this Agreement.
- (b) The individuals executing this Agreement on behalf of Provider and PAID have the authority to execute same and represent that said execution binds Provider and PAID to this Agreement.
- (c) This Agreement may not be waived, altered or modified except by an agreement in writing and signed by the parties hereto.
- (d) If any provision of this Agreement shall for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.
- (e) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- (f) This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
- (g) This Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (h) Time is of the essence of the Provider's obligations under this Agreement and the Scope of Services.
- (i) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same Agreement. This Agreement may be electronically signed, and the parties agree that any electronic signatures on this Agreement will be treated in all respects as having the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____
Name: [_____]_____
Title: [_____]_____

[PROVIDER]

By: _____
Name: [_____]_____
Title: [_____]_____

Exhibit “A”
Scope of Services