Request for Proposals

Brownfields Assessment Coalition Grant Implementation

Submission Deadline

November 5, 2026
4:00 p.m. (Arizona Time)

Prepared by:
Southeastern Arizona Governments Organization (SEAGO)

A. INTRODUCTION

The SouthEastern Arizona Governments Organization (SEAGO) is soliciting proposals from qualified environmental consulting firms to provide professional services in support of the U.S. Environmental Protection Agency (EPA) Brownfields Assessment Coalition Grant Program.

The consultant will assist SEAGO in identifying, inventorying, assessing, and planning for the redevelopment of Brownfields properties within the project area.

SEAGO hereby invites competent firms to submit proposals. Submissions received before the closing deadline will be evaluated in accordance with Exhibit A – Evaluation Criteria (below). Submissions should include only pricing and relevant information pertaining to these Evaluation Criteria. All documentation and data submitted by any vendor shall be in accordance with section 5.0 – Preparation of Response/Required Content and will be handled in accordance with the Arizona State Statutes applying to Library, Archives and Public Records.

This solicitation includes additional documentation specific to the grant, including the Contract Agreement, SEAGO and EPA terms and conditions, and the scoring evaluation sheet. SEAGO expects the awarded Consultant to adhere to the outlined requirements and specifications throughout the life cycle of the grant and shall enforce standards, terms and conditions contained within any documentation within this solicitation and any supporting documents. Any deviations from these requirements must be specifically outlined within the submission and an alternate must be proposed.

Funding for this project is provided through the EPA Brownfields Assessment Coalition Grant Program. Therefore, the consultant shall comply with all applicable EPA Brownfields Cooperative Agreement Terms and Conditions, including but not limited to CERCLA §104(k), 2 CFR Part 200, 40 CFR Part 33, EPA reporting requirements, and any award-specific conditions issued by EPA."

B. BACKGROUND

SouthEastern Arizona Governments Organization (SEAGO) is a regional planning agency, otherwise known as a Council of Governments. A Council of Governments (COG) is a public organization encompassing a multi-jurisdictional regional community. A COG serves the local governments and the citizens in the region by dealing with issues and needs that cross city, town, county, state, and in the case of Arizona, international boundaries. Mechanisms used to address these issues may include communication, planning, policymaking, coordination, advocacy, funding, and technical assistance.

SEAGO was established in 1972, and incorporated in 1976 as a 501(c) 3, nonprofit organization which serves the four counties of Cochise, Graham, Greenlee, and Santa Cruz. As with other COGs, SEAGO's programs focus on issues that cross jurisdictional boundaries, such as water infrastructure, community and economic development initiatives, transportation, aging and social service issues, and the need for affordable, adequate and accessible housing.

The Executive Board, SEAGO's Board of Directors, is comprised of one elected official from each of the following 19 local government member entities: Cochise County, Benson, Bisbee, Douglas, Huachuca City, Sierra Vista, Tombstone, Willcox, Graham County, Pima, Safford, Thatcher, Greenlee County, Clifton, Duncan, Santa Cruz County, Nogales, Patagonia, and the San Carlos Apache Tribe. The Board also includes five private sector representatives. There is one private sector representative from Graham, Greenlee and Santa Cruz Counties, and because the population of Cochise County exceeds 100,000 it is allowed two private sector representatives on the Executive Board.

The Administrative Council is comprised of one appointed official from each of the 19 local government entities listed above. Each entity's representative on the Administrative Council is typically the city, town

or county manager, city or town clerk, or their designee. The Administrative Council meets two weeks before each regular meeting of the Executive Board and makes recommendations on all business to be considered by the Board.

SEAGO applied for a Brownfield Assessment Coalition Grant from the Environmental Protection Agency (EPA) in January 2026. The defined service area on SEAGO's application included selected communities in Cochise, Graham, Greenlee and Santa Cruz Counties. SEAGO intends to convene a Brownfield Advisory Committee (BAC) comprised of stakeholders from the service area. The BAC will review site nomination requests from within the service area and direct the Consultant to deliver environmental studies and re-development plans for selected sites through the life of the grant.

In June 2026, the Environmental Protection Agency (EPA) notified SEAGO of its intent to award a Brownfield Assessment Coalition Grant. The program officially began October 1, 2026, and will end either October 1, 2030, or when all grant funds are expended.

C. SCOPE OF SERVICES

The selected consultant may be required to perform some or all of the following tasks:

Task 1: Project Management

- Coordinate with the Grant Recipient and EPA.
- Attend project meetings.
- Develop project schedules and budgets.
- Provide regular progress reports.

Task 2: Brownfield Inventory and Site Prioritization

- Identify potential brownfield sites.
- Maintain site inventory database.
- Evaluate and prioritize sites using EPA criteria.
- Assist with site selection.

Task 3: Phase I Environmental Site Assessments

- Conduct Phase I ESAs consistent with:
    - ASTM E1527-21 Standard Practice.
    - EPA All Appropriate Inquiry (AAI) requirements.

Services may include:

- Historical records review
- Site reconnaissance
- Interviews
- Phase I ESA reports

Task 4: Phase II Environmental Site Assessments

Conduct Phase II investigations as authorized by the Grant Recipient**.**

Services may include:

- Sampling plans
- Soil sampling
- Groundwater sampling

- Vapor intrusion evaluation
- Laboratory analysis
- Data interpretation
- Phase II ESA reports

Task 5: Cleanup and Reuse Planning

Services may include:

- Conceptual redevelopment planning
- Remedial alternatives evaluation
- Cleanup planning
- Reuse strategies
- Analysis of Brownfield Cleanup Alternatives (ABCAs) and Health and Safety Plans (HASPs)
- Cost estimates

Task 6: Community Engagement

Support public involvement activities including**:**

- Development of a Public Participation Plan
- Public meetings
- Provide technical support for SEAGO Brownfield Advisory Committee meetings
- Stakeholder outreach
- Educational materials
- Meeting presentations

Task 7: EPA Grant Compliance and Reporting

Assist with:

- Quarterly reports
- ACRES data entry support
- Grant performance measures
- Documentation required under EPA grant regulations

D. DELIVERABLES

Deliverables may include:

- Work plans
- Site inventory reports
- Complete 30 Phase I ESA reports
- Complete 14 Phase II ESA reports
- Complete 15 RBM Surveys
- Quality Assurance Project Plans (QAPPs)
- Complete Sampling & Analysis Plans (SAPs) for each Phase II Assessment
- Community engagement materials
- Cleanup planning documents (8 ABCAs, 3 Areawide Plans)
- Quarterly Progress reports
- Final project report

E. CONSULTANT QUALIFICATIONS

The proposing firm should demonstrate:

Required Qualifications

- Experience implementing EPA Brownfields grants.
- Experience preparing Phase I and Phase II ESAs.
- Familiarity with ASTM standards and EPA AAI requirements.
- Experience with community outreach.
- Experience coordinating with federal agencies.

Preferred Qualifications

Preference may be given to firms demonstrating experience with contaminated properties in the Southwestern United States, rural communities, former mining communities, and economically distressed areas. Such experience should demonstrate familiarity with local redevelopment challenges, stakeholder engagement, environmental conditions, and regulatory considerations.

F. INSTRUCTIONS TO APPLICANTS

In addition to content requirements, proposals must meet the following requirements to be considered responsive.

A. A maximum number of **fifty** (**50) pages** is allowed for this proposal. The proposal must be submitted on 8.5"x11" paper with type size no smaller than 12 point. The fifty-page limitation applies to all sheets in the response, including but not limited to: letter of transmittal, cover sheet, table of contents, text, graphs, divider sheets, tab sheets, index and appendices. Two-sided sheets will be counted as two (2) pages. In addition, the proposal must be submitted in Adobe PDF file format on a portable data storage device such as a flash drive or CD.

B. For the prime consultant and all sub-contractors listed in the proposal, provide: name of contact person, address, e-mail, phone number, and fax number. The prime consultant shall provide its Unique Entity Identifier and proof of registration with SAM.gov with the proposal. Proposals not meeting all submittal requirements may be considered non-responsive and may not be evaluated.

C. **Pre-Proposal Conference -** No pre-proposal conference will be held for this solicitation. Prospective proposers are responsible for reviewing all solicitation documents and conducting any independent investigations necessary to prepare a proposal. Questions regarding this RFP must be submitted in writing to William Osborne at wosborne@seago.org no later than October 19, 2026. Responses to questions deemed material to the solicitation will be issued through a written addendum and made available to all prospective proposers.

D. The SEAGO Community and Economic Development Program, in coordination with the Brownfields Selection Committee will be responsible for evaluating the proposals and recommending the highest ranked consultant for contract award.

E. No interpretations of the meaning of any part of the Request for Proposals will be made to any Applicant orally. Any request for additional interpretation shall be in writing and e-mailed to William Osborne at wosborne@seago.org, no later than October 19, 2026. Any and all additional information, interpretations, or supplemental instructions will be in written form as an addenda to the RFP will be e-mailed to all prospective Applicants no less than ten (10) days prior to the scheduled proposal due date (exclusive of weekends and holidays). Failure of any Applicant to receive any such addendum shall not relieve such Applicant from any obligation under the proposal as submitted. All addenda so issued shall become part of the contract documents.

F. Proposals will be retained by SEAGO for thirty (30) days unless withdrawn prior to submission deadline. Applicants are responsible for all costs incurred in preparing and submitting their proposals.

G. The contract for services will be considered complete upon acceptance of all deliverables by SEAGO and the Brownfield Advisory Committee. **All deliverables shall become the property of SEAGO and its member entities upon acceptance of the deliverables.**

Proposal Release Date	**Tuesday, October 6, 2026, at 10:00 a.m.**
Deadline for Questions	**Friday, October 19, 2026, at 4:00 p.m.**
Proposal Due Date	**Thursday, November 5, 2026, at 4:00 p.m.**
Number of Proposals to be Submitted	**One (1) hard and one (1) digital copy**
Contact	**William Osborne, Community and Economic Development Program Manager**
E-mail	**wosborne@seago.org**
Mailing Address	**1403 W. Hwy. 92, Bisbee, AZ, 85603**

G. SUBMITTAL REQUIREMENTS

One (1) original bound copy of the complete proposal, and one (1) digital copy of the proposal, must be received by the submittal date to be considered responsive.

A. **The Proposal shall be in a sealed envelope with "SEAGO Brownfield Assessment Coalition Grant" marked clearly on its cover and shall be addressed to William Osborne, Community and Economic Development Program Manager, SEAGO, 1403 West Highway 92, Bisbee, AZ 85603.** Failure of the Applicant to provide all of the required information may result in the rejection of the Proposal. Proposals received after the specified date and time of closing will be returned unopened.

B. A not-to-exceed cost will be submitted with the proposal, which will include clear discussion on how to conduct and complete all services listed in the Applicant's Scope of Services to achieve the expected deliverables. The proposed cost should include all necessary costs including, but not limited to: travel expenses, labor, materials, taxes, profit, insurance, and other overhead expenses. The proposed cost will be firm and will be based upon availability of budgeted funds from year to year. Percentage or cost-plus proposals will not be accepted.

C. **Identification:** Provide a title sheet or equivalent which includes a short title for the proposed program; name and business address of the organization that will perform the services; name, title, mailing address and telephone number of the principal Applicant contract manager.

D. **Table of Contents**

E. **Introduction:** Provide a clear, concise statement of your understanding of the area's needs regarding this Request for Proposals.

F. **Knowledge of the Project Area and Regional Conditions:** The proposer shall demonstrate knowledge of the geographic, environmental, economic, cultural, regulatory, and redevelopment conditions affecting Brownfields properties within the project area. Experience working on Brownfields projects in similar rural, mining, border-region, or economically distressed communities is desirable. Proposers should describe how this knowledge will enhance project implementation and stakeholder engagement.

G. **Scope of Services Plan:** Describe the tasks, detailing the full scope of services to be provided. The work plan should clearly define the proposed approach to accomplishing the scope of services and the specific deliverables. As much as possible, tasks should be linked with

deliverables. The methodology should be described in sufficient detail to permit an objective evaluation of the proposal. Provide a proposed schedule of work tasks to be completed through the life of the BAG.

H. **Key Personnel:** Organizational chart of contract personnel, with manager and key team members identified. For each team member, include the individual's commitment to the contract as a percentage of his/her total workload with the consultant, relevant qualifications and experience, and the estimated number of hours each team member will spend on each task.

I. **Facilities and Equipment:** Identify the location of the base of operations for this contract. Provide a description of the equipment and software that will be used during the contract.

H. SELECTION PROCESS

The selection process for this contract will be primarily qualifications-based. However, the proposed effort (number of hours), the proposed schedule and overall cost indicated in the proposal will also be a factor in the evaluation process. The following criteria will be used to evaluate proposals. Numbers in parentheses indicate the relative weight assigned to each category. See Exhibit A, "SEAGO Request for Proposal Evaluation Sheet."

Consultant Profile (10 points)

This section is intended to familiarize SEAGO with the Applicants. Applicants shall include a brief profile of the prime consultant and any subcontractor(s). The profile should provide an overview of each firm's areas of expertise, recent experience with similar contracts and primary market areas. For each similar contract listed, the Applicant shall provide a brief description of services provided, the outcome of the services provided, the name and phone number of the Applicant contract manager, contract start and end dates and total dollar value of the contract.

Past Experience with Contaminated Properties (10 points)

The consultant should demonstrate experience with contaminated properties, including Phase I and II Environmental assessments; Regulated Building Material assessments; re-development plans; and similar, related expertise.

Knowledge of the Project Area and Regional Conditions (15 points)

The proposer shall demonstrate knowledge of the geographic, environmental, economic, cultural, regulatory, and redevelopment conditions affecting contaminated properties within the project area. Experience working on contaminated properties in similar rural, mining, border-region, or economically distressed communities is desirable. Proposers should describe how this knowledge will enhance project implementation and stakeholder engagement.

Expertise and Key Personnel Experience (15 points)

Key team members should possess experience in the relevant skills needed to successfully deliver services under this contract. These areas could include access to laboratories for analysis of samples taken from sites; experience in drafting re-development plans; expertise in community outreach, facilitation and marketing; and other brownfield-related expertise. Proposals should clearly indicate the expertise, background, and availability of each team member. Any professional credentials should also be noted. See H under Submittal Requirements, above.

Work Plan and Schedule (25 points)

The proposal should include a detailed work plan directly resulting in the expected deliverables and describe how the work plan will be implemented. It should include how team members will be

utilized during each task and how the consultant will coordinate their work. This section provides Applicants with the opportunity to discuss original ideas or concepts that they believe are directly relevant to this program. See G under Submittal Requirements, above.

In addition to the criteria identified above, further evaluation of the consultant's qualifications and experience may include reference checks and an oral interview, upon SEAGO's request.

Cost (25 points)

The proposed cost will also be considered in the selection process. See B under Submittal Requirements, above.

I. SCHEDULE AND COMPENSATION

The term of the contract is from the date of the notice to proceed until October 1, 2030, or when all grant funds are expended. All services and deliverables shall be completed to the satisfaction of the SEAGO Contract Manager and the Brownfield Assessment Committee.

The consultant shall provide a not-to-exceed cost to perform the Scope of Services identified by the Applicant. The cost quoted in the Applicant's proposal shall be the total compensation for the consultant to perform the Scope of Services.

Invoices – The consultant shall invoice the percent of the contract completed on a quarterly basis. The invoice shall describe work products delivered and report on progress. The invoice shall show the consultant's name, address, phone number, fax number, and any other necessary information. Consultant will be required to file an IRS Form W9 with SEAGO before any payments can be processed. Consultants must obtain a Unique Entity Identifier number and be registered with SAM.gov to work on this federally funded project.

J. AWARD OF CONTRACT

Proposals will be evaluated as more fully set forth in the SELECTION PROCESS section, above. Contracts will be made or entered into based on the outcome of the evaluation process and any subsequent negotiations. The Contract will be executed in two (2) duplicate originals. The decision to award the Contract will be made and all Applicants notified of the results within thirty (30) days of the submittal deadline.

SEAGO reserves the following rights:

- To waive informalities in any proposal or in the proposal procedure.
- To negotiate with the Applicants that submit proposals, in the manner allowed by law.
- To reject the proposal of any persons or entities who have previously defaulted on any contract with SEAGO.
- To reject any and all proposals.
- To re-advertise for proposals.
- To award the Contract on the basis of the best proposal, as evaluated by the criteria set forth in the SELECTION PROCESS section, above.
- The quantities of assessments identified in this RFP are estimates only. SEAGO reserves the right to increase, decrease, or reallocate services among eligible brownfield sites and to exercise optional tasks as project priorities change during grant implementation, consistent with EPA Brownfields Cooperative Agreement requirements.
- To increase or decrease the scope of services herein specified as funds may permit.
- To accept any item or combination of items of a proposal.
- To conduct interviews with any or all Applicants and/or reference checks if deemed necessary prior to award.
- To hold any or all proposals for a period of thirty (30) days after the date of opening.

- To impose any insurance requirements as deemed appropriate by SEAGO.
- SEAGO reserves the option to retain the selected consultant if awarded another Brownfields grant within a 5-year period following contract award.

Each Applicant, by submission of a Proposal, agrees to waive any and all claims for damages against the officers or employees of SEAGO when any of the rights reserved by SEAGO herein may be exercised.

If an Applicant wishes to appeal the decision to reject its proposal, the Applicant must write to the SEAGO Executive Director within seven (7) calendar days following notice by the Applicant that it was not selected to provide the services pursuant to this Request for Proposals. The Applicant will then have an opportunity to present their case to the Brownfield Advisory Committee. Appeals shall be submitted in writing to: Christopher Vertrees, Executive Director, SEAGO, 1403 West Highway 92, Bisbee, AZ, 85603, or emailed to cdvertrees@seago.org.

Appeals must contain, at a minimum, the name, address and telephone number of the appellant, the signature of the appellant or its representative with authority to sign; a detailed statement of the legal and factual grounds of the appeal including copies of relevant data; and the form of relief requested. The Brownfield Advisory Committee will review the appeal statement and the rationale used in the evaluation of the proposals and will decide whether the proposal should be reconsidered for award.

K. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

SEAGO hereby notifies all applicants that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit proposals in response to this Request for Proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

EXHIBIT A

BROWNFIELD ASSESSMENT COALITION GRANT

REQUEST FOR PROPOSALS EVALUATION SHEET

Name of Applicant			
Date of Rating			
Evaluator Name			
QUALIFICATIONS AND EXPERIENCE OF APPLICANT			
		Possible Points	Points Awarded
1. Consultant Profile		10	
2. Past Experience with Addressing Contaminated Properties		10	
3. Knowledge of the Project Area and Regional Conditions		15	
4. Expertise of Key Personnel		15	
5. Work Plan and Schedule		25	
6. Reasonableness of Cost/Billing Rates		25	
Total		100	
Comments:			

EXHIBIT B

SEAGO
BROWNFIELD ASSESSMENT COALITION GRANT
CONTRACT

This Agreement (hereinafter, "Agreement") is made and entered into as of _____ __, 2024, between the SouthEastern Arizona Governments Organization (hereinafter, "SEAGO") and _____., (hereinafter, "CONSULTANT"), and is a three (3) year Agreement from the date of execution of the Agreement by the SEAGO and CONSULTANT.

Recitals:

WHEREAS, SEAGO is the recipient of a Brownfields Assessment Grant ("BAG") from the United States Environmental Protection Agency for the purpose of assessing conditions and development of re-use plans for selected sites in Graham, Greenlee and Santa Cruz Counties; and

WHEREAS, SEAGO desires the CONSULTANT to perform Qualified Environmental Professional services in the implementation of said BAG; and

WHEREAS, the CONSULTANT is a Qualified Environmental Professional firm qualified to perform the professional services as identified in the Scope of Services (hereinafter, "Scope of Services") submitted by the CONSULTANT in its response to the Request for Proposals (hereinafter, RFP) for the Study, and provide the deliverables required by SEAGO in the RFP.

NOW, THEREFORE, the parties mutually agree and Agreement as follows:

1. Performance of Work - The CONSULTANT promises and agrees to perform the work, as described in this Agreement and the Scope of Services in a good, competent and professional manner, and as specifically indicated in CONSULTANT's Proposal opened on January 5, 2024, to the complete satisfaction of the SEAGO. The RFP and the CONSULTANT's Proposal are incorporated herein by this reference, and the documents are made a part of this Agreement as if the same were fully set forth herein. In the event that any incorporated term or provision conflicts with this Agreement, this Agreement controls.

2. Scope of Work -The CONSULTANT shall provide all of the materials, equipment, and work required by this Agreement in accordance with recognized QEP professional standards as may be applicable, and in a competent and acceptable form and manner, including, all of the work described in the RFP and the Scope of Services in the CONSULTANT's Proposal.

3. Compensation - SEAGO will compensate the CONSULTANT for performance, and the CONSULTANT agrees to accept as complete payment for such full performance, **the sum _____ ($__,000.00)** for the three (3) year period under this Agreement. Charges for additional services that constitute a requested increase in scope of work, or completion time, or additional assistance with obtaining additional brownfield-related funding applications may be negotiated. Such additional work shall be requested in writing by either SEAGO or CONSULTANT and must be approved by SEAGO's Executive Director.

4. Invoicing and Payments - The CONSULTANT shall invoice SEAGO on a quarterly basis. The invoice shall show the total percent previously completed and an itemization of all work completed. The invoice shall show the CONSULTANT's name, address, phone number, fax number, and any other necessary information. All invoices are subject to review and certification of SEAGO's authorized representative and/or SEAGO prior to payment.

Every payment obligation of SEAGO under this Agreement is conditioned upon the availability of funds, appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by SEAGO at the end of the period for which the funds are available. No liability shall accrue to SEAGO in the event this provision is exercised, and SEAGO shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Rejection/Correction of Work - SEAGO shall have the right to reject all or any work or products submitted under this Agreement which do not meet the required specifications. In the event of any such rejection, the CONSULTANT agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the CONSULTANT's sole cost.

6. Notices - All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail or e-mail with signature. The designated recipients for such notices, invoices, and payments are as follows:

To SEAGO: William Osborne, Community Development Program Manager
1403 W. Highway 92
Bisbee, Arizona 85603
Phone: (520) 432-5301

To CONSULTANT: _____
_____
_____
_____
_____

7. Entire Agreement - This Agreement shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This Agreement and its attachments and those documents incorporated by reference represent the entire Agreement and understanding between the parties. There are no verbal terms, conditions, or provisions. No amendment shall be effective unless properly authorized and executed by the parties in writing and in the same manner as this Agreement was executed.

8. Duration of Agreement – This Agreement shall become effective **_____ ___, 2026** and shall remain in effect until **September 30, 2030,** except as modified by mutual agreement between SEAGO and CONSULTANT.

9. Additional Agreement Terms - This Agreement includes the terms, conditions, and provisions entitled Terms, Conditions and Certifications as attached hereto as Exhibit C. Additionally, this Agreement includes the EPA General Terms and Conditions, attached hereto as Exhibit D. In the event the Standard Agreement Terms and Conditions conflict with this Agreement, this Agreement controls; in the event the EPA General Terms and Conditions conflict with this Agreement, the EPA controls.

_____ _____
Date

SEAGO – Christopher Vertrees, Executive Director

_____ _____
Date

CONSULTANT - _____

EXHIBIT C

STANDARD AGREEMENT TERMS AND CONDITIONS
SEAGO BROWNFIELD ASSESSMENT COALITION GRANT

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE AGREEMENT FOR THE BROWNFIELD ASSESSMENT GRANT BETWEEN SEAGO AND_____, EFFECTIVE ON _____ __, 2024.

1. **CERTIFICATION**: By execution of the Agreement, the CONSULTANT certifies that all laws, rules and regulations pertaining to civil rights, equal employment opportunity, affirmative action for disabled workers, access to records and records retention, conflict of interest, lobbying, and drug free workplace shall be followed by the CONSULTANT. By execution of the Agreement, the CONSULTANT also certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Agreements funded by any federal department or agency. Furthermore, the CONSULTANT will cause these provisions to be inserted in all subcontracts for any services covered by under the Agreement, so that such provisions will be binding upon each sub-firm.

2. **GRATUITIES:** SEAGO may, by written notice to the CONSULTANT, cancel the Agreement if SEAGO determines that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any officer, agent, or employee of SEAGO with a view toward securing any Agreement, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contact. In the event the Agreement is canceled by SEAGO pursuant to this provision, SEAGO shall be entitled, in addition to any other rights and remedies, to recover or withhold payment from the CONSULTANT in the amount of the gratuity.

3. **APPLICABLE LAW:** The Agreement shall be governed by the laws of the State of Arizona.

4. **LEGAL REMEDIES:** The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the other party or its authorized agent. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than ten (10) days, the aggrieved party may request the presiding judge of the Superior Court of Cochise County, Arizona to assign a mediator.

5. **AGREEMENT:** Agreement Documents between SEAGO and the CONSULTANT shall consist of:

   (a) The RFP, including instructions, and all terms and conditions, service plans, scope of services, and attachments or addenda thereto;

   (b) The Proposals submitted by the CONSULTANT in response to the RFP and subsequent negotiations with SEAGO;

   (c) These Standard Agreement Terms and Conditions; and

   (d) The executed Agreement.

   The RFP shall govern in all matters not otherwise addressed by this Agreement or the CONSULTANT's proposals. All of these documents shall cumulatively constitute "the Agreement," as used herein.

6. AGREEMENT **AMENDMENTS: The** Agreement may be modified only by a written amendment authorized by SEAGO's Executive Director.

7. **AGREEMENT APPLICABILITY:** The CONSULTANT shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of the Agreement documents. All previous Agreements, understandings or other documents between the CONSULTANT and SEAGO, which are not expressly part of the Agreement, are not applicable and are not part of this Agreement.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the Agreement will forthwith be expressly amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or applications of the Agreement which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. The CONSULTANT is an independent contractor in the performance of this Agreement. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The CONSULTANT is advised that taxes or Social Security payments will not be withheld from a payment issued hereunder, and that the CONSULTANT should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of the Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement, even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity to object.

12. **ASSIGNMENT DELEGATION:** No right or interest in this Agreement shall be assigned by the CONSULTANT without prior written permission of SEAGO, and no delegation of any duty of the CONSULTANT shall be made without prior written permission of SEAGO.

13. **RIGHTS AND REMEDIES:** No provision in this document or in the CONSULTANT's offer shall be construed, expressly or by implication, as a waiver by SEAGO, of any existing or future right and/or remedy available by law in the event of any claim or default or breach of Agreement. The failure of SEAGO to insist upon the strict performance of any term or condition of the Agreement, or to exercise or delay the exercise of any right or remedy provided in the Agreement, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the CONSULTANT from any responsibilities or obligations imposed by the Agreement or by law, and shall not be deemed a waiver of any right of SEAGO to insist upon the strict performance of the Agreement.

14. **PROHIBITED INTERESTS:** Neither SEAGO, the CONSULTANT nor any of its contractors or their subcontractors shall enter into any Agreement, subcontract, or arrangement in connection with this Agreement or any property included or planned to be included in the services relating to this Agreement, in which a member, officer, or employee of SEAGO or the CONSULTANT either during his tenure or for one year thereafter has any interest, direct or indirect.

15. **INDEMNIFICATION:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims,

losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the negligent act, omission, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. In addition, the CONSULTANT shall cause its contractor(s), subcontractors, and subrecipients, if any, to indemnify, defend, save and hold harmless SEAGO, the state of Arizona, any jurisdiction or agency issuing any permits for any services arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damages to tangible or intangible property to the extent caused, or alleged to be caused by the negligent or willful acts or omissions of the CONSULTANT’s contractor or subrecipient or any of the directors, officers, agents, or employees or subcontractors of such contractor or subrecipient. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor or subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor or subrecipient from and against any and all claims.

16. **FORCE MAJEURE:**

(a) Except for payment of sums due, neither party shall be liable to the other, nor deemed in default under this Agreement, if, and to the extent that, such party's performance of the Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; insurrections; labor disputes; civil disorders; fire; floods; lockouts; injunctions, intervention, acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure, which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party in writing of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this Agreement.

(b) Force Majeure shall not include late performance by a sub-firm, unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

(c) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, to the extent that, such delay or failure is caused by Force Majeure.

(d) If either party is delayed at any time in the progress of the services by Force Majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of commencement thereof, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

17. **RIGHT TO ASSURANCE:** Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, they may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

18. **RECORDS:** The CONSULTANT shall retain, and shall contractually require each sub-firm to retain, reports, files, project activities, and other records relating to the acquisition and performance of the Agreement for a period of three (3) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times during normal business hours. Upon request, a legible copy of any or all such documents shall be produced at the request of SEAGO, and any other person or agency authorized by SEAGO.

19. **WARRANTIES:** The CONSULTANT warrants that all services performed under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Mere acceptance of the service specified, and any inspection incidental thereto by SEAGO, shall not alter or affect the obligations of the CONSULTANT or the rights of SEAGO under the foregoing warranties.

20. **ADVERTISING:** CONSULTANT shall not advertise or publish information concerning this Agreement without prior written consent of the SEAGO.

21. **TERMINATION BY SEAGO:** SEAGO may cancel this Agreement without penalty or further obligation pursuant to A.R.S. §38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of SEAGO is or becomes, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity, or a CONSULTANT to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from SEAGO is received by the CONSULTANT, unless the notice specifies a later time.

22. **TERMINATION BY SEAGO FOR CAUSE:**

    (a) SEAGO, at its sole discretion, may terminate the Agreement if the CONSULTANT:

        i. Does not fulfill Agreement elements by due date;

        ii. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

        iii. Otherwise is guilty of a breach of a provision of the Agreement or other Agreement documents; or

        iv. Fails or refuses to provide detailed billing invoices verifying tasks accomplished.

    (b) When any of the above reasons exist, SEAGO may without prejudice to the other rights or remedies of SEAGO, and after giving the CONSULTANT thirty (30) days written notice, terminate the Agreement with the CONSULTANT, and may finish the services by whatever reasonable method SEAGO may deem expedient. If the unpaid balance of the Agreement exceeds costs of finishing the Agreement, including all expenses made necessary thereby, the CONSULTANT shall be entitled to receive payment for its performance and for reasonable overhead, profit, and damages associated with such, up to the amount of such excess. If such completion costs exceed the unpaid balance, the CONSULTANT shall pay the difference to SEAGO within thirty (30) days of invoice from SEAGO.

    (c) In the event of any termination, all finished or unfinished documents, data, studies, models, photographs, applications, and reports prepared by the CONSULTANT under this Agreement shall, at the option of SEAGO, become SEAGO's property, and the CONSULTANT shall be entitled to receive just and equitable compensation for any services satisfactorily completed.

    (d) Notwithstanding the above, the CONSULTANT shall not be relieved of liability to SEAGO for damages sustained by SEAGO by virtue of any breach of the Agreement by the

CONSULTANT, and SEAGO may withhold any payments to the CONSULTANT for the purpose of set-off, until such time as the exact amount of damages due SEAGO from the CONSULTANT is determined.

23. **SUSPENSION BY SEAGO FOR CONVENIENCE:** SEAGO may, without cause, order the CONSULTANT, in writing, to suspend, delay, or interrupt its performance, in whole or in part, for such a period of time as SEAGO may determine. An adjustment shall be made for increases in the cost of performance of the Agreement, including profit on the increased cost of performance, caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

    (a) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or

    (b) That an equitable adjustment is made or denied under another provision of the Agreement.

24. **TERMINATION BY SEAGO FOR CONVENIENCE:** SEAGO, by written notice to the CONSULTANT, may terminate this Agreement, in whole or in part, when, in the sole discretion of SEAGO, it is in SEAGO's best interest to do so. In such case, the CONSULTANT shall be paid for all services provided, and reasonable termination expenses and a reasonable allowance for profit and overhead on its performance; provided, however, that such payments, exclusive of termination expenses, shall not exceed the total Agreement price(s) reduced by other Agreement payments previously made to the CONSULTANT, and as further reduced by the value of the performance as yet not completed. The CONSULTANT shall not be entitled to profit and overhead on services that were not provided. The parties expressly agree that this termination right is not a mutual right.

25. **TERMINATION NOTICE:** Upon receipt of a termination notice, the CONSULTANT shall: a) promptly discontinue all services affected (unless the notice directs otherwise); and, b) deliver or otherwise make available to SEAGO, copies of data, reports, applications, and such other information as may have been accumulated by the CONSULTANT in performing this Agreement.

26. TERMINATION **BY THE CONSULTANT**:

    (a) The CONSULTANT may terminate the Agreement if the performance is stopped for a period of ninety (90) days through no act or fault of the CONSULTANT, its agents or employees, or any other persons performing portions of the project, for any of the following reasons:

        i. Issuance of an order of a court or other public authority having competent jurisdiction;

        ii. An act of government, such as a declaration of national emergency;

        iii. SEAGO has not made payment within sixty (60) days.

        If one of the above reasons exists, the CONSULTANT may, upon seven (7) additional days written notice to SEAGO, terminate the Agreement and recover from SEAGO payment for its performance, including reasonable overhead, profit, and damages attributable to the performance rendered.

    (b) The CONSULTANT may, upon thirty (30) days written notice, terminate the Agreement if the CONSULTANT has evidence that SEAGO or any of its Member Entities is guilty of a breach of any provision of the Agreement or any other Agreement documents.

27. **ACCESS TO INFORMATION:** It is agreed that all reasonable information, data reports, records, applications, spreadsheets, and other documents, as are existing, available, and necessary for the carrying out of the services outlined above shall be furnished to the CONSULTANT by SEAGO, provided CONSULTANT safeguard the same and not otherwise disclose the same to a third party without SEAGO's written permission.

No charge will be made to the CONSULTANT for such information, and SEAGO will cooperate with the CONSULTANT in every way possible to facilitate that performance of the services described in the Agreement.

28. **SEAGO'S PROPERTY:** All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Agreement (unless described by the CONSULTANT in writing and agreed to by SEAGO) are the property of SEAGO and the CONSULTANT agrees that it shall not make available any such materials to any individual or organization without the prior written approval of SEAGO.

29. **REPORTS AND INFORMATION:** The CONSULTANT, at such times and in such forms as SEAGO may require, shall furnish SEAGO such reports as it may request pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Agreement.

30. **CHANGES:** SEAGO may, from time-to-time, request changes in the scope of the services of the CONSULTANT to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between SEAGO and the CONSULTANT, shall be incorporated in written amendments to the Agreement.

31. **PERSONNEL:**

    (a) The CONSULTANT represents that it has, or will secure at his/her own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, SEAGO.

    (b) All of the services required hereunder will be performed by the CONSULTANT, or under its supervision, and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

32. **SUBAGREEMENT:** No subcontract shall be entered into by the CONSULTANT with any other party to furnish any of the services specified herein without the advance written approval of SEAGO. All subcontracts shall comply with federal and state laws and regulations, which are applicable to the services covered by the subcontract, as if the sub-firm were the CONSULTANT referred to herein. The CONSULTANT is responsible for Agreement performance whether or not sub-firms are used.

33. INSURANCE**:** The CONSULTANT, at CONSULTANT's own expense, shall purchase and maintain the herein stipulated minimum insurance. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to fully maintain all insurance may, at the sole discretion of SEAGO, constitute a material breach of Agreement.

    The CONSULTANT's insurance shall be primary insurance as respect to SEAGO, and any insurance or self-insurance maintained by SEAGO shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect SEAGO. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against SEAGO, its agents, officers, officials, and employees for any claims arising out of the CONSULTANT's acts, errors, mistakes, omissions, work or service.

    The insurance policies may provide coverage that contain deductibles or self-insured retentions; however, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to SEAGO under such policies. SEAGO reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements required under the Agreement. The insurance policies, except Workers'

Compensation and Professional Liability, required by the Agreement, shall name SEAGO, its agents, officers, officials, and employees as "Additional Insured."

REQUIRED COVERAGE:

Commercial General Liability:

The CONSULTANT shall maintain commercial general liability insurance with a limit of $1,000,000 for each occurrence with a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, and blanket contractual coverage. Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause; nor any provision that would serve to limit third party action over claims.

Automobile Liability:

The CONSULTANT shall maintain commercial/business automobile liability insurance with a combined single limit for bodily injury and property damage of $1,000,000 each occurrence and $2,000,000 aggregate with respect to the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the work.

Workers' Compensation:

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the work or services under the Agreement, with employer's liability insurance of $100,000 for each accident, $100,000 for each employee, and $500,000 deceased policy limit.

In case any work is subcontracted, the CONSULTANT will require the sub-firm(s) to provide Workers' Compensation and employer's liability to at least the same extent as required of the CONSULTANT.

Professional Liability:

The CONSULTANT shall maintain professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the CONSULTANT, or any person employed by the CONSULTANT, with a limit of $500,000 each claim and $1,000,000 in the aggregate.

Certificate of Insurance:

Prior to commencing work or services under the Agreement, the CONSULTANT shall furnish SEAGO with certificates of insurance, or formal endorsements as required by the Agreement, issued by the CONSULTANT's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by the Agreement are in full force and effect. In the event any insurance policy(ies) required by the Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Engineer's work or services and as evidenced by annual certificates of insurance.

Cancellation and Expiration Notice:

If a policy expires during the life of the Agreement, a renewal certificate must be received by SEAGO fifteen (15) days prior to the expiration date. Insurance required under the Agreement shall not expire without thirty (30) days prior written notice to SEAGO.

SEAGO maintains the right to impose insurance requirements as deemed appropriate.

34. **MISCELLANEOUS PROVISIONS:**

(a) This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

(b) In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) Subject to the provisions of paragraph 4 of these Standard Agreement Terms and Conditions, any action at law or in equity is necessary to enforce or interpret the terms of the Agreement; the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

(d) To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

(e) Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

(f) No member, officer, or employee of SEAGO either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this Agreement or the proceeds thereof.

FY26 Brownfields Assessment Coalition 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 2026 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, Participation by Disadvantaged Business Enterprises (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 (DBRA) 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 DBRA. 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 DBRA requirements apply to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on DBRA 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 FY26 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 Memorandum of Agreement is in place;
- 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 three 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 subrecipient(s) receiving pass-through award(s)).

    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 the simplified acquisition threshold as defined in 2 CFR § 200.1 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. The CAR is the lead of the Assessment Coalition and is accountable to EPA for proper expenditure of the funds and is the point of contact for other coalition members.

a. A Memorandum of Agreement documenting the coalition's site selection process must be in place prior to the expenditure and draw down of any funds that are awarded under this agreement.

b. The CAR shall assess a minimum of two sites in each member's (i.e., the lead member's and non-lead members') geographic boundary.

2. 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 FY26 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 FY26 application.

3. 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.

   CARs expending funding from an Assessment Coalition cooperative agreement must include this amount in any total funding expended on the site.

4. 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 brownfield sites 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.

5. CARs, other than state or Tribal entities with their own procurement policies and procedures, that procure a contractor(s) (including individual consultant(s)) must follow the procurement standards 2 CFR §§ 200.318 through 200.327 (including the requirements for full and open competition). Consistent with 2 CFR § 200.317, state and Tribal CARs with their own procurement policies and procedures, must also comply with the requirements in 2 CFR §§ 200.321, 200.322, 200.323, and 200.327. Additionally, all CARs (including state and Tribal entities), regardless of the contract amount, must comply with EPA's DBE regulations at 40 CFR Part 33 as applicable and 2 CFR Part 1500. For additional information on EPA's DBE requirements, see Recipient/Applicant Information Notice (RAIN) 2025-G02 available at 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.

6. 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.

SELECT THE APPROPRIATE LANGUAGE

7. 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 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.

8. 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 plans*, 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.)

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.

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

    a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield 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. Per EPA's "Transfer of Funds" General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

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 CAR's 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(b), *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. Refer to the EPA Guidance on Participant Support Costs for information regarding reasonable stipend amounts and requirements for the use of participant support costs. 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.B., *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.

ENTER MAX AMOUNT ALLOWABLE FOR ADMINISTRATIVE COSTS BASED ON FEDERAL FUNDING

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 **$75,000**. 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:

    d. 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.

e. 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.

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

1. Cooperative agreement funds shall <u>not</u> 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 data 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 Assurance Project Plan (QAPP)

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

   i. Submit a previously EPA-approved QAPP 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 is acceptable for this agreement.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

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

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

e. The recipient may use a QAPP checklist tool available on the EPA, Region 9 website.

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.
- Quality Assurance Project Plan Guidance.
- Region 9 QAPP Checklist Tool
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.
- Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

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

C. Public 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-Research 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/aboutepa/using-epa-seal-and-logo.

   To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to the EPA Office of External Affairs (OEA) and include the EPA Project Officer in the communication. Instructions for contacting OEA 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 signage, 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 SEAGO received Federal financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the OEA available at https://www.epa.gov/stylebook/using-epa-seal-and-logo. As provided in the sign specifications from OEA, 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) business 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 Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process,*" or ASTM E2247-23 "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property*" (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 on EPA's website at https://www.epa.gov/brownfields/brownfields-all-appropriate-inquiries#format-for-reporting-the-results-of-all-appropriate-inquiries. 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/brownfields-all-appropriate-inquiries. 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.