

September 23, 2016

Mr. Victor Gray Lewis  
Director of Community Development  
City of Vicksburg  
Post Office Box 150  
Vicksburg, AL 39181

**Re: Environmental Consulting Services  
City of Vicksburg Community-wide Brownfield Assessment Program  
PPM Proposal No. 16-30043**

Dear Mr. Lewis:

Thank you for allowing PPM Consultants, Inc. the opportunity to provide this proposal to the City of Vicksburg for the above-referenced project. We are committed to providing quality management and technical support services to Vicksburg to help you build a successful brownfields program and to meet the objectives of your recently awarded Environmental Protection Agency (EPA) brownfields grant. This proposal describes the scope of work to be completed, schedule, proposed cost, and business terms and conditions for completion of the work.

## **1.0 SCOPE OF WORK**

As requested by Vicksburg in the Request for Qualifications (RFQ), PPM proposes to assist the City with the following scope of work:

- **Brownfields Site Inventory** – Coordinate with the Vicksburg Brownfield Advisory Committee (VBAC) and stakeholders to list and prioritize the project area brownfields properties based on level of anticipated contamination and health risk, and redevelopment needs.
- **Methodology for Identifying, Assessing and Monitoring Risks to Sensitive Receptors** - Working with the City and Warren County Health Department, establish a baseline for health risks within the brownfields areas then develop a methodology for monitor those risks as brownfields conditions are cleared within

the project areas and develop an effective method of communicating health risks identified during the project timeframe. As potential risks are eliminated through the Environmental Site Assessment (ESA) process, this information will also be communicated to the public.

- **Environmental Site Assessments**—Complete as requested:
  - Phase I Environmental Site Assessments and updates using ASTM E 1527-13 in order to comply with U.S. EPA's All Appropriate Inquiry (AAI) rule;
  - Generic and site-specific Quality Assurance Project Plans (QAPP);
  - Phase II-Environmental Site Assessment Reports in accordance with ASTM Standard E 1903-11, and the approved work plan or QAPP, including drilling and sampling activities as needed to evaluate the presence and extent of Recognized Environmental Conditions (RECs);
  - Asbestos or Lead-Based Paint Inspections;
  - Health & Safety Plan (HASP) prepared in accordance with EPA and Mississippi Department of Environmental Quality (MDEQ) requirements and sampling/analytical work plans;
  - Site-specific risk assessments as needed; and
  - Final reports on field sampling activities and analytical results with conclusions and recommendations for remedial alternatives.
- **Cleanup and Redevelopment Plans**—Develop Analysis of Brownfields Cleanup Alternatives (ABCAs). The plans shall describe the nature and extent of the environmental contamination and provide options for the remediation, engineering and/or institutional controls at the site. The plans, where appropriate, shall include options for greener, sustainable cleanups and waste diversion. The plans shall include the consideration of reuse options consistent with public health environmental objectives at the site and in accordance with applicable cleanup regulations, and shall consider integrated cleanup and redevelopment plans as needed using risk-based corrective action, when appropriate.
- **Community Involvement**—Prepare a Community Involvement Plan (CIP) for approval by EPA. Activities may include facilitating public meetings, developing brochures, flyers, PowerPoint presentations for community engagement, soliciting and responding to public feedback on planning, coordinating with the VBAC.
- **Reporting**—Prepare monthly status email reports to the City, Quarterly and Final reports for the City to submit to EPA, regularly update EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES) information, semi-annual Minority Business Enterprise (MBE) reports, Federal Financial Reports (FFR), and other reports as requested. Prepare quarterly reports documenting

activities in a format agreed upon by the Project Manager. Complete final project close-out reports.

- **Technical, Economic Redevelopment, and Cleanup Planning Consultant** - Serve as technical, economic redevelopment, and cleanup planning consultant to the Project Manager in the preparation and submission of all necessary reporting forms to be submitted to the EPA, Mississippi Development Authority (MDA), MDEQ, Economic Development Administration (EDA), and other state and federal agencies. Assist with preparing and negotiating Voluntary Evaluation Program (VEP) Applications, Brownfield Applications, Agreements, and Schedule Orders, MDA Economic Redevelopment Act and Capital Improvement Revolving Loan Fund applications and proposals and other State and Federal Economic Redevelopment programs as needed. Coordinate with the Project Manager to ensure all EPA and State regulations are met. Assist with writing and data collection for applications as needed.

Additional details on these tasks and proposed fee structure is presented in the following sections. This information provides the framework to assist Vicksburg with understanding the level of effort that will be required to implement a successful brownfields program as well as the potential cost ranges. PPM proposes that this document serve as a Master Contract with the City to govern most aspects of the Vicksburg-PPM contractual arrangement, with individual negotiated Task Orders issued for specific scopes of work that reference the terms and conditions of this Master Contract. Where possible, PPM will submit separate fixed-fee proposals on a Task Order basis for specific scope elements as the need for those services arise. Tasks that cannot be placed in a fixed-fee Task Order proposal will be contracted on a time and materials basis in accordance with PPM's Standard Rate Schedule included in **Attachment A**. **Attachment B** includes a summary of anticipated cost ranges for completion of the work for each of the work elements presented in the following sections. **Attachment C** provides a Task Order for implementation of Task 1.1, Program Management. This format will serve as an example of the proposed Task Order format for future services.

## **1.1 PROGRAM MANAGEMENT**

PPM will assist Vicksburg with all aspects of building a successful brownfields program and navigating through the various procedures and regulations associated with brownfields redevelopment. This will include guidance on complying with EPA reporting requirements; developing an inventory of potential brownfield sites; developing a ranking system to prioritize sites for assessment; attending VBAC and regulatory

agency meetings; meeting with property owners and developers; preparing and negotiating voluntary cleanups and/or Brownfield Agreements with MDEQ; preparing applications for additional grant funding, and other needs that may arise. PPM proposes to provide these services on a time and materials basis in accordance with our Standard Rate Schedule (**Attachment A**).

## **1.2 PHASE I ENVIRONMENTAL SITE ASSESSMENTS/PROPERTY PROFILE FORMS**

PPM will conduct Phase I ESAs at prioritized properties as directed by Vicksburg on a Task Order Basis, with fixed-fee cost estimates to be provided under separate cover based on the type of site. A range of anticipated costs are included in **Attachment B**. Phase I ESAs will be conducted in accordance with good commercial and customary practices as described in ASTM E 1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". The following sections describe the tasks that will be conducted on all Phase I ESAs to comply with this standard.

### **1.2.1 Records Review**

PPM will review reasonably ascertainable records to establish a history of the site and surrounding properties within the approximate minimum search distances described in ASTM E 1527-13, to include:

- Federal records and databases, including the National Priority List (NPL), Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS), Resource Conservation Recovery Act (RCRA) Generators and Treatment, Storage and Disposal (TSD) facilities lists, and Emergency Response Notifications System (ERNS) list.
- State and local records, including lists of hazardous waste sites identified for investigation or remediation; solid waste disposal sites; registered and leaking underground storage tank lists; and other documents as are reasonably ascertainable.
- Previous environmental site assessment reports, tank closure reports, subsurface investigation reports, corrective action reports, audit reports, and related federal and state correspondence provided by the client or property owner.
- On-site records related to environmental compliance and hazardous substance and petroleum product usage, storage, inventories, handling, and disposal.

- Standard historical sources, which may include aerial photographs, fire insurance maps, and City directories.
- Physical setting sources, including U.S. Geological Survey (USGS) Maps, Soil Conservation Service Maps, and other information as available.

As provided in the ASTM E 1527-13 standard practice, performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the property. The practice recognizes reasonable limits of time and cost. Although reasonable cost is not defined, reasonable time is defined as information that can be provided by the source within 20 calendar days of receiving the request by the information provider. If such information is requested and the report is requested in less than 20 calendar days, PPM will issue an addendum to the report upon receipt of the additional information.

PPM will make reasonable attempts to review locally available records and supplement records that are not locally available with telephone interviews, when applicable. If a known or suspect environmental concern is identified on the federal and state databases, PPM will make use of the physical setting information, statistical plume studies, local records, and interviews with state and local agencies to provide our opinion of the impact on the property. However, if such issues cannot be brought to closure by these means, it may be necessary to review state or federal case files by either traveling to the state capital or by requesting the information by mail through the Freedom of Information Act.

The ASTM standard practice specifies that all obvious uses of the property be identified from the present back to the property's first developed use, or back to 1940, whichever is earlier. The standard practice also specifies a search interval of standard historical resources of approximately five years. It has been PPM's experience that the standard historical resources most likely to provide usable information on historical use are aerial photographs, local street directories, and fire insurance maps; however, the quality, coverage, and local availability of these resources may be highly variable. If local research of these resources does not attain the ASTM objectives, the team will attempt to supplement this information with interviews and by ordering aerial photographs and Sanborn Fire Insurance Maps from a national vendor that specializes in such information. Whatever historical information is derived from checking these sources shall be deemed sufficient to comply with the practice, unless additional research is requested by the client.

One of the user's (client's) responsibilities specified by the ASTM standard practice is the checking of land title records for environmental liens and land use limitations. Performance of this responsibility is at the discretion of the user; however, it is typical for title records to be researched prior to purchase of a property. Land title records are also a standard historical resource. If land title records are obtained by the client, PPM requests this information be provided to supplement the historical research.

### **1.2.2 Site Reconnaissance**

A site reconnaissance will be conducted on each property to determine the nature and setting of the site and to visually observe the property and any structures on the property to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. The inspection of interior areas will include common areas, maintenance and repair areas, a representative sample of occupant spaces, and areas that involve the use, storage, or production of hazardous substances and petroleum products. The indoor and outdoor inspection will focus on practices that may constitute or contribute to recognized environmental conditions. PPM will investigate the following during site reconnaissance:

- Uses of the site, adjoining properties and surrounding area (past and present).
- Geological, hydrogeological, hydrologic, and topographic conditions.
- Presence of storage tanks, potential polychlorinated biphenyl (PCB)-containing equipment, odors, pools of liquid, containers, use, and handling practices of hazardous substances and petroleum products, pits, ponds, and lagoons, stained soil and pavement, stressed vegetation, solid waste disposal, waste water discharge, wells, septic tanks, drains and sumps, stains or corrosion, and heating/cooling system. If any of these items are identified, the team will attempt to determine the nature and potential environmental concern represented by the item through observation, interviews, and record review.

### **1.2.3 Interviews**

PPM will make reasonable attempts to obtain information regarding the site by conducting interviews with the following as deemed appropriate:

- Key site manager or site escort, if different
- Current and past owners, occupants, and tenants
- Current and past employees

- Local fire department
- Local municipal engineers
- Regulatory personnel
- Health Department representatives
- State Police or other emergency response agencies
- County representatives
- Others as deemed appropriate.

#### **1.2.4 Report Preparation**

PPM will provide a report for the property, which will describe the level of inquiry conducted, available copies of supporting information, references, interviews, limitations, findings, opinions, and conclusions regarding the environmental status of the property. If appropriate, recommendations for additional research and/or a Phase II assessment will be provided.

#### **1.2.5 Non-Scope ASTM Items**

The ASTM scope does not extend to other potential environmental issues such as asbestos, lead-based paint, wetlands, etc. that could be important to a brownfields redevelopment project. Based on the type of property, it may be prudent to include these issues in the assessment scope of work. PPM will coordinate with the City to determine if other non-ASTM scope items should be included in the Phase I ESA level of inquiry, and incorporate these items into Task Order proposals.

#### **1.2.6 EPA Assessment Cleanup Redevelopment Exchange System (ACRES)**

PPM will provide assistance in submitting and updating data in EPA's ACRES system. ACRES reporting is supplemental to the quarterly reporting to the EPA regional office. This task will be provided on a time and materials basis.

### **1.3 THREATENED AND ENDANGERED SPECIES SURVEYS**

If a determination of the presence or absence of plant and wildlife species listed as threatened or endangered (T&E) by the U.S. Fish and Wildlife Service and/or state agencies is required, PPM will subcontract a biologist or wetlands specialist to conduct this work. The scope of such studies can vary widely, and will have to be determined

based on site-specific needs. PPM will provide Vicksburg with a Task Order proposal for completion of such surveys when required.

## **1.4 PHASE II ESAS/QAPPS**

### **1.4.1 QAPPs**

Prior to conducting Phase II Assessment activities, PPM will prepare and submit a Generic QAPP as required by the EPA prior to beginning site work. The Generic QAPP will address many of the quality control/quality assurance components, systems, and procedures common to most Phase II projects, with specific addenda (Site-Specific QAPPs) developed for each individual project.

The purpose of a QAPP is to support the field sampling activities, sample analysis, and data management associated with the implementation of a site assessment. The QAPP will describe the policies, procedures, specifications, standards, and documentation sufficient to produce quality data consistent with EPA Brownfields Site Assessment and MDEQ standards. The QAPP will provide a solid foundation for data generation, analysis, and interpretation for sampling conducted at a site, as well as deliverables preparation and review. It will address procedures to assure the precision, accuracy, completeness, representativeness, and comparability of field and laboratory data generated during the course of a project. It will guide field, laboratory, review, and project personnel in all relevant aspects of data collection, assessment, management, and control. The preparation of the Generic QAPP is estimated to require two to four weeks from authorization to proceed.

After approval of the Generic QAPP, Site-Specific QAPPs will be prepared for each Phase II ESA. These Phase IIs will require EPA approval prior to fieldwork. A work plan will be included with the site-specific QAPP, which will include the following:

- Determination and anticipation of site limitations that may interfere with the ability to conduct the Phase II Assessment (accessibility to sampling locations, subsurface structures, such as utilities, presence of bedrock, steep slopes, and anticipated depth to groundwater)
- Review all existing information to identify the characteristics of the site and the site vicinity, such previous environmental reports, published data, and EPA/MDEQ records.



- Consideration of the potential distributions of contaminants to determine the location of sampling points.
- Design of a sampling program to determine the sampling depths and media that are likely to contain the highest concentrations at the site.
- Development of a HASP to ensure that the health and safety precautions are followed during site activities.
- Required analytical testing of samples based on the chemicals suspected to be present at the site.

Data quality will be determined by the client's needs for use of the data. QA/QC procedures will be incorporated into the scope of work. Work plans will be dynamic in nature and allow flexibility to change to conditions encountered in the field. PPM will communicate with the City as the Phase II fieldwork progresses regarding preliminary findings.

The Generic QAPP will be provided on a fixed fee basis, at the cost range provided in **Attachment B**. Costs for Site-Specific QAPPs will be incorporated into the site-specific Phase II ESA proposals on a Task Order basis.

#### **1.4.2 Phase II ESAs**

PPM will conduct Phase II ESAs at prioritized properties as needed to determine if soil and groundwater has been impacted. Site-specific proposals will be submitted for each Phase II ESA that will establish the scope of work, schedule, and anticipated costs. Once approved, a Site-Specific QAPP and Work Plan will be prepared prior to fieldwork. A generalized scope of work to be conducted during the Phase II Assessment activities will include:

- Preparation and EPA approval of Site-Specific QAPP Addendum
- Installation of soil borings and temporary or permanent groundwater monitoring wells
- Soil and groundwater sampling and analysis
- Preparation of progress and final reports.

Mobilization for Phase II ESA field activities will begin upon approval of the site specific QAPP by the EPA. Field activities will generally be completed two to three weeks from authorization to proceed, based on availability of the drilling subcontractor. Standard laboratory turnaround times will range from five to ten working days. As data is obtained during Phase II ESA activities, tables and figures will be prepared or updated and the data evaluated and interpreted. As with the findings of the Phase I ESA, results of the Phase II ESA will be reviewed with City personnel prior to issuing the draft and final reports. Draft reports will be submitted within two weeks of the receipt of laboratory analytical results. By reviewing these ongoing results, decisions can be made at any point in the Phase II ESA process to expand or narrow the scope of work. The final Phase II ESA will be signed by a Professional Geologist or Professional Engineer.

Phase II ESAs will be conducted on a time and materials basis, not to exceed an estimated fee without prior approval. Detailed cost proposals will be prepared and submitted to the City for approval on a Task Order basis using the standard rates provided in **Attachment A**.

### **1.4.3 Community Outreach**

PPM will assist Vicksburg with establishing an effective community outreach and public involvement, which may include the following:

- Prepare a public involvement plan for submittal to the EPA
- Assist with preparation and facilitation of community meetings and workshops in the neighborhoods targeted for redevelopment
- Assist with preparation of educational materials for distribution
- Inform stakeholders about the planned, ongoing, and completed brownfields redevelopment activities in their communities
- Provide the public the opportunity to express comments and provide input on technical decisions throughout the process and identify and resolve conflicts and concerns.

These services will be provided on a time and materials basis in accordance with the PPM Standard Rate Schedule.

#### **1.4.4 Project Reporting**

PPM will assist in the preparation of all necessary reporting forms required of the City to the EPA including financial reimbursement forms, MBE and woman business enterprises (WBE) forms, any reports required under the American Recovery and Reinvestment Act (ARRA), and all other forms ensuring compliance. Project status reports will be submitted on a monthly and quarterly basis throughout the anticipated three-year project. Property Profile Forms will be prepared for candidate properties at the completion and will be updated after each milestone is reached (i.e. Phase I ESA, Phase II ESA, etc.). The site-specific reports and plans described in previous sections will be submitted as drafts for the City's review and opportunity for comment. In general, final reports will be submitted within three days of receipt of the City's comments. At the completion of the project, a Close-out report will be prepared. These services will be provided on a time and materials basis in accordance with the PPM Standard Rate Schedule.

#### **1.4.5 Integrated Cleanup and Redevelopment Planning**

PPM will assist the City with cleanup and redevelopment planning when needed. Cleanup planning typically includes preparation of Analysis of Brownfields Cleanup Alternatives (ABCA) reports, and full Corrective Action Plans (CAPs). ABCAs are preliminary reports, which include screening of feasible technologies capable of remediating soil and groundwater, while full CAPs include a detailed engineering design of the selected remedial alternative. PPM will prepare separate proposals/Task Order for preparation of ABCAs and CAPs on a time at materials, not-to-exceed basis for each individual site for review and approval by Vicksburg.

#### **1.4.6 Risk Assessment**

Human health and ecological risk assessments used to establish site-specific cleanup levels (SSCALs) for chemicals of concern (COCs) found to be present in soil and groundwater. In general, risk assessments typically evaluate the potential receptors and likely exposure pathways (ingestion, inhalation, and adsorption) through which COCs may present an unacceptable risk. They are generally completed through a series of increasingly complex levels of analysis (Tier 1, Tier 2, Tier 3, etc.) to finally arrive at an acceptable SSCAL that is most often higher than initial or preliminary screening levels. Since risk assessments are unique to each individual site, site-specific proposals will be prepared and submitted to the City for review and approval. If a risk assessment is warranted, PPM will prepare separate proposals for preparation of ABCAs and CAPs on

either a fixed fee or time and materials not-to-exceed basis for each individual site for review and approval by Vicksburg.

#### **1.4.7 Miscellaneous Technical Assistance**

PPM will assist Vicksburg with other services not included above on an as needed basis. Scope and costs for these items will be determined based on the task, and will either be provided on a time and materials or fixed-fee basis.

### **2.0 CLIENT RESPONSIBILITY**

PPM requests that you provide written authorization to provide the services described herein. This may be accomplished by signing the attached Authorization To Proceed in **Attachment D** or providing a contract, purchase order, or other acceptable authorization;

### **3.0 SCHEDULE**

PPM will begin providing services within two weeks of receipt of written notice to proceed. A draft schedule of activities will be presented under separate cover. Schedules or completion of each individual Task Order will be presented with each Task Order proposal. This authorization indicated Vicksburg's acceptance of the terms of this Master Contract, but does not bind the city to any specific Task Orders.

### **4.0 COMPENSATION**

The proposed fee type for each scope element is presented in Section 1.0, Scope of Work. Time and material tasks will be conducted in accordance with the Standard Rate Schedule in **Attachment A**. All services will be provided in accordance with our standard Business Terms and Conditions provided in **Attachment D**.

Mr. Victor Gray Lewis  
September 23, 2016  
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Thank you for allowing us the opportunity to provide you with this proposal. You may authorize PPM to proceed with Program Management services by signing the Task Order presented in **Attachment C**. If you have any questions or need additional information, please do not hesitate to contact me at (601) 953-2564.

Sincerely,

A handwritten signature in black ink, reading "Jere Hess". The signature is written in a cursive, flowing style with a large initial "J" and "H".

Jere (Trey) Hess, P.E.  
Director, Brownfields & Economic Development

Attachments

PPM CONSULTANTS, INC.

Authorization to Proceed

PROJECT DESCRIPTION

Client Name: City of Vicksburg, Mississippi  
Project Name: Program Management and Technical Assistance for City of Vicksburg Community-wide Brownfield Assessment Program  
Project Location: Vicksburg, Mississippi  
Services to be Provided: Brownfields support services per PPM Proposal No. 16-30043

PROJECT TERMS

Start Date: Two weeks following receipt of signed authorization to proceed  
Project Fee: Fees to be negotiated at the individual Task Order level as described below.  
Contract Type: This authorization indicates acceptance of the terms and conditions and Standard Rate Schedule provided in PPM Proposal No. 16-30043, which will serve as the Master Contract between the City of Vicksburg and PPM. PPM agrees to provide the City of Vicksburg with separate Task Orders for review and approval that include a scope of work and cost estimate for each individual work element.  
Terms: Per PPM Standard Terms and Conditions presented in PPM Proposal no. 16-30043.

AUTHORIZATION

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with PPM Proposal no. 16-30043.

Organization: City of Vicksburg, Mississippi  
Name: George F. Ingers  
Signature: [Signature]  
Title: Mayor  
Date: 10/12/2016  
PPM Representative: [Signature] Date: 09/23/2016

**PPM CONSULTANTS, INC.**

**Authorization to Proceed**

**PROJECT DESCRIPTION**

Client Name: City of Vicksburg, Mississippi

Project Name: Program Management and Technical Assistance for City of Vicksburg  
Community-wide Brownfield Assessment Program

Project Location: Vicksburg, Mississippi

Services to be Provided: Brownfields support services per PPM Proposal No. 16-30043

**PROJECT TERMS**

Start Date: Two weeks following receipt of signed authorization to proceed

Project Fee: Fees to be negotiated at the individual Task Order level as described below.

Contract Type: This authorization indicates acceptance of the terms and conditions and  
Standard Rate Schedule provided in PPM Proposal No. 16-30043, which will  
serve as the Master Contract between the City of Vicksburg and PPM. PPM  
agrees to provide the City of Vicksburg with separate Task Orders for review  
and approval that include a scope of work and cost estimate for each individual  
work element.

Terms: Per PPM Standard Terms and Conditions presented in PPM Proposal no. 16-  
30043.

**AUTHORIZATION**

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with PPM Proposal no. 16-30043.

Organization: City of Vicksburg, Mississippi

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PPM Representative \_\_\_\_\_ Date: 09/23/2016

**ATTACHMENT A – STANDARD RATE SCHEDULE**



# PPM CONSULTANTS, INC. – STANDARD RATE SCHEDULE

JANUARY 2016

## PROFESSIONAL SERVICES

Principal .....	\$177.00
Sr. Project Director/Consultant .....	\$166.00
Project Director/Consultant .....	\$155.00

Senior Project Manager .....	\$144.00
Project Manager III .....	\$138.00
Project Manager II .....	\$133.00
Project Manager I .....	\$128.00

Senior Engineer .....	\$128.00
Engineer V .....	\$117.00
Engineer IV .....	\$105.00
Engineer III .....	\$95.00
Engineer II .....	\$83.00
Engineer I .....	\$73.00

Senior Geologist/Chemist/Toxicologist/ Environmental Specialist .....	\$122.00
Geologist/Chemist/Toxicologist/ Environmental Specialist V .....	\$111.00
Geologist/Chemist/Toxicologist/ Environmental Specialist IV .....	\$100.00
Geologist/Chemist/Toxicologist/ Environmental Specialist III .....	\$89.00
Geologist/Chemist/Toxicologist/ Environmental Specialist II .....	\$78.00
Geologist/Chemist/Toxicologist/ Environmental Specialist I .....	\$67.00

Environmental Analyst II .....	\$61.00
Environmental Analyst I .....	\$56.00

Field Supervisor .....	\$67.00
Senior Technician .....	\$61.00
Technician II .....	\$51.00
Technician I .....	\$45.00
Laborer .....	\$34.00

Senior AutoCAD/ Graphic Designer .....	\$78.00
AutoCAD/Graphic Designer III .....	\$67.00
AutoCAD/Graphic Designer II .....	\$56.00
AutoCAD/Graphic Designer I .....	\$51.00

Senior Administrator .....	\$67.00
Administrative Assistant II .....	\$61.00
Administrative Assistant I .....	\$56.00
Secretary III .....	\$51.00
Secretary II .....	\$45.00
Secretary I .....	\$39.00

## TRANSPORTATION

Vehicles .....	Current IRS rate plus 10%/mile
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## OUTSIDE SERVICES/REIMBURSABLE EXPENSES

Invoice cost plus 15% or per proposal

## EQUIPMENT, SUPPLIES, ETC.

### SAMPLING DEVICES

Description	DAILY RENTAL	WEEKLY RENTAL
Drager Pump	\$29.00	\$116.00
Hand Auger	\$21.00	\$84.00
Sampling Pump	\$79.00	\$316.00

### METERS AND INSTRUMENTS

Description	DAILY RENTAL	WEEKLY RENTAL
Anemometer	\$16.00	\$64.00
Conductivity Meter	\$26.00	\$104.00
Conductivity/TDS/Temp Meter	\$32.00	\$128.00
Dissolved Oxygen Meter	\$26.00	\$104.00
Hermit Data Logger	\$168.00	\$672.00
Flame Ionization Detector (FID)	\$158.00	\$632.00
Photo-Ionization Detector (PID)	\$79.00	\$316.00
Combustible Gas Indicator	\$79.00	\$316.00
Interface Probe	\$37.00	\$148.00
Transit, Tripod, Rod	\$32.00	\$128.00
Manometer	\$16.00	\$64.00
ORP Meter	\$26.00	\$104.00
pH/Conductivity Meter	\$26.00	\$104.00
pH Meter	\$16.00	\$64.00
Temperature Probe	\$16.00	\$64.00
pH/Cond/Temp/DO/Turbidity Meter	\$89.00	\$356.00
Vacuum Pump	\$32.00	\$128.00
Water Level Meter	\$16.00	\$64.00

### SUPPLIES

Description	COST PER UNIT	UNITS
2" Bailer	\$16.00	each
3" Bailer	\$36.00	each
Disposable Bailer	\$8.00	each
Sampling Jars	\$13.00	case
Sample Kit	\$23.00	each
Sample Gas Bags	\$16.00	each
Face Shield	\$3.00	each
Respirator Cartridges	\$18.00	each
Tyvek Apron	\$2.00	each
Tyvek Sleeves	\$2.00	pair
Tyvek Suit	\$5.00	each

### Copies and Prints

Description	COST PER UNIT	UNITS
Color Prints – 24"X36"	\$16.00	each
Black & White Prints – 24"X36"	\$6.00	each
Copies	\$0.11	each
Color Copies	\$0.45	each
Tabs	\$0.30	each
Binders – 1" to 2"	\$7.00	each
Binders – > 2"	\$16.00	each
Sheet Protectors	\$1.50	each

**ATTACHMENT B – COST RANGES**

CITY OF VICKSBURG BROWNFIELDS PROGRAM COST RANGES				
September 21, 2016				
item	Task	Description	Fee Type	Cost Range
1	Program Management	Includes meetings, data analysis, and general services.	T&M*	Per Standard Rate Schedule
2	Community Outreach	Establish Community Outreach Program, attend meetings, prepare educational materials	T&M*	Per Standard Rate Schedule
3	Phase I Environmental Site Assessments			
3a	Site Inventory	Develop brownfields inventory and priority ranking matrix.	T&M*	Per Standard Rate Schedule
3b	Phase I Environmental Site Assessments	Assumes standard ASTM Phase I ESA for commercial parcel. Complex commercial or industrial sites and ASTM non-scope items (asbestos, lead-based paint, wetlands, etc.) are not included in this price.	Fixed Fee	\$2,400-\$3,700
4	Phase II Environmental Site Assessments			
4a	Generic QAPP	Prepare EPA Region IV Generic QAPP for Phase II ESAs	Fixed Fee	\$6,200
4b	Work Plan (includes site specific QAPP, site specific sampling plan, and Health & Safety Plan)	Assumes a commercial parcel. Complex commercial or industrial sites may require an increased level of effort.	Fixed Fee	\$2,500
4c	Phase II Environmental Site Assessment	Soil and groundwater sampling for petroleum or hazardous substances-scope to be determined based on specific site	T&M/NTE**	\$12,000- \$36,000
5	Threatened and Endangered Species Surveys	To be determined based on specific site	T&M/NTE**	To be determined
6	Asbestos, Lead Based Paint, Wetlands Suveys	To be determined based on specific site	T&M/NTE**	To be determined
7	Cleanup Planning	Analysis of Brownfields Cleanup Alternatives, Corrective Action Plans	T&M/NTE**	To be determined
8	Risk Assessment	Prepare risk assessments	T&M/NTE**	To be determined

**Notes:**

\* Time and Materials per PPM Standard Rate Schedule

\*\* Time and Materials per PPM Standard Rate Schedule, not to exceed an estimated maximum without prior approval  
Subcontract labs, drillers, consultants, etc, will be billed at cost plus 15%  
See PPM Standard Rate Schedule for hourly and unit rates

**ATTACHMENT C – TASK ORDER (PROGRAM MANAGEMENT)**

PPM CONSULTANTS, INC.

Task Order 1  
Authorization to Proceed

PROJECT DESCRIPTION

Client Name: City of Vicksburg, Mississippi

Project Name: Program Management and Technical Assistance for City of Vicksburg Brownfields Program

Project Location: Vicksburg, Mississippi

Services to be Provided: Task Order 1: Program Management, to include providing guidance on complying with EPA reporting requirements; developing an inventory of potential brownfield sites; developing a ranking system to prioritize sites for assessment; attending Vicksburg Brownfields Advisory Committee (VBAC) and regulatory agency meetings; meeting with property owners and developers; preparing and negotiating Voluntary Cleanup/Brownfield Agreements with MDEQ; preparing applications for additional grant funding, and other needs that may arise.

PROJECT TERMS

Start Date: September 21, 2016

Project Fee: \$16,000.00

Contract Type: Time and Materials per the terms and conditions and Standard Rate Schedule provided in PPM Proposal No. 16-30043, authorized as the Master Contract between the City of Vicksburg and PPM.


Terms: Per PPM Standard Terms and Conditions presented in PPM Proposal No. 16-30043 (Master Contract between the City of Vicksburg and PPM authorized on September 23, 2016).

AUTHORIZATION

I hereby authorize PPM Consultants, Inc. to provide the services described above at the stated fee in accordance with PPM Proposal no. 16-30043.

Organization: City of Vicksburg, Mississippi

Name: George Flaggs, Jr.

Signature: 

Title: Mayor

Date: October 10, 2016

PPM Representative \_\_\_\_\_ Date: 09/23/16

**ATTACHMENT D – BUSINESS TERMS AND CONDITIONS**

## **PPM CONSULTANTS, INC. BUSINESS TERMS AND CONDITIONS**

### **A. Agreement for Services**

The terms and conditions set forth in this Business Terms and Conditions and the accompanying proposal (herein after referred to as the "proposal") constitute the entire agreement (herein after referred to as the "Agreement") between PPM Consultants, Inc. and the Client. This Agreement supersedes all previous proposals, offers, understandings or other verbal or written communication concerning the proposed services. Any revision or modification to this Agreement through purchase orders, correspondence, or other forms that are not consistent with the provisions, terms, or conditions of this Agreement are void, and shall not supersede the provisions, terms or conditions of this Agreement. Any revision to the terms and conditions of this Agreement must be accomplished in writing and signed by authorized representatives of PPM and Client.

Under this Agreement, PPM may serve as agent for, on behalf of, and in the name of the Client, for the sole purpose of achieving project objectives and performing the required work. Such agency will be exercised only in the interest of efficiency in pursuing project objectives. PPM may, in its sole discretion, determine which agency power, if any, serves such interest of efficiency. Client must express any objection to the exercise of such an agency by PPM in writing within five (5) days of the receipt of actual notice thereof.

Any agency created under this Agreement will terminate immediately upon PPM's receipt of notice from Client, PPM will not be responsible for any actual consequential or incidental damages due to delays caused by Client's refusal to allow PPM to act as agent for Client. PPM will not be liable by reason of any agency created under this Agreement for any actual consequential or incident damages caused by the fault of Client or a third party.

PPM neither will be responsible for, nor be considered a generator of any hazardous waste as defined in applicable Federal and State laws, statutes or regulations resulting from work performed in this capacity.

### **B. Changed Conditions/Change of Scope**

It is understood by the parties to this Agreement that in the course of performing the work described in the accompanying proposal conditions may arise or become apparent that require certain work be done in addition to the work described. The additional work shall be performed only with the consent of the Client. Any additional work shall be performed subject to all terms and conditions of this Agreement. Written approval by the Board of Mayor and Aldermen of the City of Vicksburg is required prior to any work being performed for any change in the Scope of Work listed in Section 1.0. Changes in individual Task Orders that are consistent with the Scope of Work listed in Section 1.0 shall only require signature of an authorized agent of the City of Vicksburg. If conditions have changed to the extent that PPM believes that continued work poses an unreasonable health or safety risk, PPM may cease all work until a change of scope can be agreed upon in writing that provides for the elimination of unreasonable risks to health and safety. If a change of scope cannot be agreed upon in order to continue to work under conditions satisfactory to both parties, this Agreement shall be terminated at that time. Should this Agreement be terminated, PPM will be compensated for all services rendered up to the date of termination, at costs stipulated under this Agreement.

### **C. Delays**

Should PPM be prevented from complying with any express or implied provision of this Agreement by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, or any other delay which is not the fault of PPM, then while so prevented, PPM's obligations to comply with such covenant shall be suspended, and PPM shall not be liable for any actual or consequential damages arising out of force majeure or any other delay which is not the fault of PPM.

### **D. Termination**

This Agreement may be terminated with or without cause upon thirty (30) days notice by either party. However, if work is terminated due to conditions perceived as being unsafe, work may be terminated immediately. This Agreement may also be terminated by express written agreement entered into by all parties to this Agreement.

#### **E. Use of Documents**

All documents and reports prepared by PPM arising out of this Agreement or pertaining to the project objectives are intended solely for the use of the Client unless the parties to this Agreement specify otherwise in writing. Documents will be provided in hard copy or Portable Document Format only.

#### **F. Disclosure**

It is understood that the Client may have various information pertaining to the project that is not known to PPM. This information may include site history, location of buried objects, suspected contaminants, other subsurface conditions, utilities, etc. The Client is obligated under this Agreement to disclose such information to PPM that may affect the performance of work and safety of employees and others. The Client shall also disclose information concerning ownership of property where work is performed and provide authorization to access property unless otherwise agreed upon by both parties in writing. All such information shall be disclosed by Client prior to initiation of work under this Agreement.

#### **G. Insurance**

Insurance coverage will be maintained by PPM for work performed under this Agreement. Upon request of the Client, PPM will furnish a certificate of insurance indicating the types and amounts of coverage maintained.

#### **H. Indemnification**

PPM shall indemnify, defend, and hold harmless the Client and its officers, employers, and agents from and against all liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and reasonable attorney's fees arising out of work performed by PPM under this Agreement that is a result of any negligent act, error, or omission of PPM or its representatives. The Client agrees to provide PPM prompt notice of any suit, claim, demand, or action relating to work performed under this Agreement, in order for PPM to have sufficient time for preparing a defense against such actions. This indemnification excludes any liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses and reasonable attorney's fees resulting out of any errors, omissions, or negligent acts of the Client or any of its servants, agents, consultants, or other representatives.

The Client shall indemnify, defend, and hold harmless PPM and its officers, employees, servants, consultants, agents, successors, and representatives from any liabilities, claims, lawsuits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and attorney's fees that are a result of any negligent act, error, or omission of Client.

#### **I. Invoices**

Invoices will be submitted on a routine basis at the discretion of PPM, or as otherwise stipulated in the proposal. Invoice balances are due upon receipt of invoice and considered past due 45 days after invoice date. Past due balances are subject to interest charges at the rate of 1 1/2 percent per month (18% annually), effective 45 days after the date of invoice. PPM may elect to cease all work performed under this Agreement, should payment not be received within 45 days of the date of invoicing. Any acceptance of late or partial payments by PPM shall not constitute a waiver of PPM's right to enforce the terms of the Agreement. PPM will make efforts to collect on all accounts. However, Client will be responsible for reasonable collection-related expenses on all delinquent accounts, including all associated attorney fees and court costs.

The Client will notify PPM of any dispute concerning an invoice within 10 days of the date of invoice. Notwithstanding any such dispute, Client shall, within the limitations and under the terms of this Agreement, pay PPM all portions of invoices that are not in dispute. Client will be required to pay interest on any withheld amounts, as provided in this Agreement. Should PPM agree that the disputed amount was charged in error, PPM will credit the Client with such amount on subsequent invoices to the Client.

The Client is responsible for full payment of all PPM invoices at agreed upon terms, conditions, and fees. Should PPM determine that it will exercise its discretion and allow Client additional period of time for payment, such determination and the modified payment terms which are applicable will be provided in the "compensation" section of the proposal accompanying these business terms and conditions. No such extension of time for payment shall be valid or effective unless it is stated in writing. It is within the discretion of PPM to allow Client an additional period of time for payment for the purpose of giving Client an opportunity to receive reimbursement from any applicable Trust Funds or other applicable insurance policies. In no event shall this time period exceed 180 days from the invoice date.

#### **J. Method of Payment**

PPM prefers direct payment in the form of a check made payable to PPM Consultants, Inc. However, PPM will accept payment from clients using VISA/MasterCard credit cards or purchasing cards. In the event client elects to make full or partial payment using credit card or purchasing card, PPM reserves right to upcharge client for expenses associated with accepting such electronic payments. This up charge will be equal to the amount charged by the credit card company for processing.

#### **K. Validity**

This proposal is valid, unless revoked in writing, for a period of 30 days from the date of the proposal. This proposal is automatically revoked if not accepted within 30 days and received by PPM within 45 days unless otherwise accepted in writing by PPM and at sole discretion of PPM.