

January 31, 2018

Ms. Nancy Thomas  
City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180

**Re: Environmental Consulting Services Engagement  
Riverfront Park, Vicksburg, Mississippi  
PPM Proposal Number: 18-30008**

Dear Ms. Thomas:

PPM Consultants, Inc. (PPM) is pleased to provide the City of Vicksburg with this proposal for the referenced project. This proposal describes the scope of work to be completed, client responsibility, schedule, proposed cost, and business terms and conditions for completion of the proposed scope of work.

## **1.0 BACKGROUND**

On January 4, 2018, while working in on a slide area on the south end of Riverfront Park in Vicksburg, Mississippi, a track hoe dug up a scoop of oily material. The Emergency Response staff of the Mississippi Department of Environmental Quality (MDEQ) responded and had the hole refilled, stabilizing the site, and no active release is occurring according to MDEQ. MDEQ is giving the City time to evaluate the release and to address the situation to the satisfaction of MDEQ.

## **2.0 SCOPE OF WORK**

The proposed scope of work will include the following:

- Evaluate the existing conditions of the site, given no formal environmental assessment has been completed at this time, including but not limited to collection and analysis of samples, if necessary.
- Contact MDEQ directly to discuss the matter and develop a path for resolving the issue.
- Coordinate with contractors and subcontractors who encountered the material to further evaluate conditions at the site and attempt to determine whether the material is localized or not, and thus requiring a more extensive assessment of the area.
- Render an opinion on the likely course of action by MDEQ on this matter, including whether the agency may request additional assessment, cleanup, remediation, or mitigation or other regulatory steps.
- Recommend a path to regulatory closure with cost estimates for implementation.

Findings from this evaluation may be used to develop an Assessment and/or Corrective Action Plan (if required), which will be addressed in a separate task order.

### **3.0 SCHEDULE**

PPM will schedule the proposed scope of work after receiving written authorization to proceed. Verbal and/or written status reports will be provided to you. Once the City, MDEQ, contractors, and PPM have developed a conceptual understanding of conditions at the site, a letter report of findings and a recommended path to regulatory closure with cost estimates for implementation will be presented to the City and a schedule will be developed after further collaboration with you.

### **4.0 CLIENT RESPONSIBILITY**

PPM requests that the City of Vicksburg provide written authorization to provide the services described herein. This may be accomplished by signing the **Authorization To Proceed** in **Attachment B**, or providing a contract, purchase order, or other mutually acceptable authorization.

### **5.0 COMPENSATION**

PPM proposes to provide the scope of services described herein in accordance with our Business Terms and Conditions (**Attachment A**), on a time and materials basis (not to exceed without prior approval) at the below estimated cost of \$20,000.00. This estimated cost will not be exceeded without prior approval from the client. If conditions are encountered which warrant a change in scope, such as unforeseen field conditions or revisions required by MDEQ, the variance will be discussed with you and any changes in fees adjusted accordingly.

Thank you for allowing us the opportunity to provide you with this proposal. You may authorize PPM to proceed by signing the **Authorization To Proceed Form, Attachment B** and returning it to our office. Electronic delivery is acceptable. If you have any questions or need additional information, please contact me at (601) 956-8233.

Sincerely,  
PPM Consultants, Inc.



Jere "Trey" Hess, P.E.  
Brownfield Redevelopment Director

Attachments:      Business Terms and Conditions  
                         Authorization to Proceed

## **ATTACHMENTS**

**ATTACHMENT A**  
**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. Confidentiality**

All information generated during the performance of work under this Agreement will be considered proprietary and confidential. Such information received, whether ascertained directly or indirectly, will not be disclosed to any third party without prior authorization from Client, unless required by law or applicable regulation(s). Confidential information, which has become available directly or indirectly to the general public through governmental agencies will not be considered the fault of PPM and will in no way be construed as breach of this Agreement. All information submitted in the form of proposal, bid, cost estimate, etc. by PPM is considered confidential and privileged. Any use or disclosure of this information without written consent from PPM is prohibited, unless required for evaluating content for procuring of services requested by Client.

### **C. 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. 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.

### **D. 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.

### **E. Termination**

This Agreement may be terminated for good cause, by either party upon written notice by the other party received at least thirty (30) days in advance of termination. 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. In the event that Client attempts to terminate this Agreement without cause, or otherwise wrongfully, PPM shall be entitled to recover the lost profits which it would have earned, if the Agreement had not been breached as well as all other damages allowed under law.

### **F. Ownership of Documents**

The production of all documents under this Agreement is considered to be solely associated with the completion of the proposed scope of work. The Client may not reproduce any document prepared by PPM for this project except for use pertaining to the furtherance of project scope. Any use or distribution of any document prepared by PPM for purposes, which do not pertain to the completion of the scope of work, is expressly prohibited unless prior written authorization is provided by PPM.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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 30 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 30 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.

**L. 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.

**M. 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.

**ATTACHMENT B**  
**AUTHORIZATION TO PROCEED**

**PPM CONSULTANTS, INC.**  
**Authorization To Proceed**

**PROJECT DESCRIPTION**

Client Name: City of Vicksburg, Mississippi

Project Name: Environmental Consulting Services – Riverfront Park

Project Location: Riverfront Park, Vicksburg, MS

Services to be Provided: Per PPM Proposal No. 18-30008

**PROJECT TERMS**

Start Date: Upon receipt of signed Authorization to Proceed

Project Fee: **\$20,000**

Contract Type: Time and Materials (not-to-exceed without prior Approval)

Terms: Per attached Business Terms and Conditions

**AUTHORIZATION**

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with the attached Terms and Conditions.

Company: City of Vicksburg, Mississippi

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

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

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

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

PPM Representative/Date:



January 31, 2018