

RESOLUTION NO. 13-017

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized to execute on behalf of the City the attached Consulting Services agreement with PPM Consultants

Adopted this 22nd day of January, 2013.

December 10, 2012

Mr. Allen Stover
Senior Grants Administrator
City of Decatur
Post Office Box 488
Decatur, AL 35601

**RE: Environmental Services Proposal
City of Decatur, Alabama Brownfields Program
Solicitation Number: BF95497812
PPM Proposal No. 12-40130**

Dear Mr. Stover:

Thank you for allowing PPM Consultants, Inc. the opportunity to provide this proposal to the City of Decatur for the referenced project. We are committed to providing quality management and technical support services to Decatur to help you build a successful brownfields program and to meet the objectives of your recently awarded 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 Decatur in Solicitation Number: BF95497812, PPM proposes to assist the City with the following scope of work:

- Complete Phase I Environmental Site Assessments according to the American Society for Testing Materials (ASTM) standard E 1527-05 and the EPA's All Appropriate Inquiries rule.
- Prepare Property Profile Forms for assessment activity using ACRES.
- Complete Threatened and Endangered Species Survey's in compliance with Endangered Species Act (ESA).
- Prepare generic and site-specific Quality Assurance Project Plans (QAPP) and Health & Safety Plans (HASP) according to EPA requirements as well as sampling/analytical work plans.

- Complete Phase II Environmental Site Assessments according to the site-specific QAPP, EPA, State, ASTM Standard E-1903-97 and the approved work plan, including drilling and sampling activities as needed to evaluate the presence and extent of Recognized Environmental Conditions (RECs).
- Prepare final reports for field sampling activities and analytical results with conclusions and recommendations for remedial alternatives.
- Assist in community outreach activities by preparing education materials; assist the Brownfield Assessment Team (BAT) review and recommend sites to be assessed and characterized; develop and implement effective methods of communicating information about the brownfields program to the public (website, information sheets mailings etc., and consult with prospective private landowners and developers to encourage participation in the program.
- Prepare quarterly reports documenting activities in a format agreed upon by the Decatur Project Manager.
- Serve as technical consultant to the Project Manager in the preparation and submission of all necessary reporting forms to be submitted to the EPA.
- Conduct site-specific risk assessments as needed where a Phase II Environmental Site Assessment has been completed.
- Develop integrated cleanup and redevelopment plan as needed using risk-based corrective action.
- Assist with preparing and negotiating Voluntary Cleanup Contracts/Brownfield Agreements with ADEM as needed.
- Completed final, project close-out reports.
- Coordinate with the Project Manager to ensure all EPA and State regulations are met.
- Assistance with writing and data collection for applications as needed.

Additional details on these tasks and the proposed fee structure are presented in the following sections. This information provides the framework to assist Decatur with understanding the level of effort that will be required to implement a successful brownfields program as well as the potential cost ranges of specific tasks. PPM proposes that this document serve as a Master Contract with the City to govern most aspects of the Decatur-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 specific work elements presented in the following sections. Attachment C provides an Authorization to Proceed

for acceptance of this Master Contract. This format will serve as an example of the proposed Task Order format for future services.

1.1 Program Management

PPM will assist Decatur 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 Brownfields Assessment Team (BAT) and regulatory agency meetings; meeting with property owners and developers; preparing and negotiating Voluntary Cleanup/Brownfield Agreements with ADEM; 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 Decatur 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 1527-05, "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 1527-05, 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 (LUST) lists; and other documents as are reasonably ascertainable.

- Previous ESA 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 United States Geological Survey (USGS) Maps, Soil Conservation Service Maps, and other information as available.

As provided in the ASTM E 1527-05 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 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 inspections will focus on practices that may constitute or contribute to recognized environmental conditions, including: 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 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, PPM 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 employee
- Local Fire Department
- Local municipal engineers
- Regulatory personnel
- Health Department representatives
- State Police or other emergency response agencies

- County representatives
- Other 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 are 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 be determined based on site-specific needs. PPM will provide Decatur with a Task Order proposal for completion of such surveys when required.

1.4 Phase II ESAs

1.4.1 QAPPs

Prior to conducting Phase II Assessment activities, PPM will prepare and submit a Generic Quality Assurance Project Plan (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 ADEM 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 2 to 4 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 of existing information to identify the characteristics of the site and the site vicinity, such as previous environmental reports, published data, and EPA/ADEM records.
- Consideration of the potential distribution of contaminants to select the location of sampling points.
- Design of a sampling program to identify the sampling depths and media that are likely to contain the highest concentrations at the site.
- Development of a Health and Safety Plan (HASP) to ensure that the health and safety precautions are followed during site activities.
- Analytical testing of samples based on the chemicals suspected to be present at the site.

Data quality will be determined by Decatur'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 based on conditions encountered in the field. PPM will communicate with the City as the Phase II field work progresses regarding preliminary findings.

The Generic QAPP will be provided on a fixed fee basis, at the cost 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 evaluate if soil and groundwater has been impacted by hazardous substance or petroleum products. 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 field work. 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 5 to 10 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 four 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 Decatur with establishing an effective community outreach and public involvement program, 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
- Facilitate public input regarding 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, minority business enterprises (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 of each project 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 Orders for preparation of ABCAs and CAPs on a time and materials, not-to-exceed basis for each individual site.

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

1.4.7 Miscellaneous Technical Assistance

PPM will assist Decatur 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 C or providing a contract, purchase order, or other acceptable authorization.

3.0 SCHEDULE

PPM will begin providing services immediately upon receipt of written notice to proceed. A draft schedule of activities will be presented under separate cover. Schedules for completion of each individual Task Order will be presented with each Task Order proposal. This authorization indicates Decatur'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

Mr. Allen Stover
December 10, 2012
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in Attachment A. All services will be provided in accordance with our standard Business Terms and Conditions provided in Attachment D. An insurance certificate indicating our coverages is included in Attachment E.

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 presented in Attachment C. If you have any questions or need additional information, please do not hesitate to contact me at (205) 836-5650.

Sincerely,

A handwritten signature in cursive script that reads "Michael D. McCown".

Michael D. McCown, P.G.
Principal/Senior Geologist
Attachments

ATTACHMENT A
STANDARD RATE SCHEDULE

PPM CONSULTANTS, INC. – STANDARD RATE SCHEDULE

JANUARY 2012

PROFESSIONAL SERVICES

Principal	\$168.00
Sr. Project Director/Consultant	\$158.00
Project Director/Consultant	\$147.00

Senior Project Manager	\$137.00
Project Manager III.....	\$131.00
Project Manager II.....	\$126.00
Project Manager I.....	\$121.00

Senior Engineer	\$121.00
Engineer V	\$111.00
Engineer IV	\$100.00
Engineer III	\$90.00
Engineer II	\$79.00
Engineer I	\$69.00

Senior Geologist/Chemist/Toxicologist/ Environmental Specialist.....	\$116.00
Geologist/Chemist/Toxicologist/ Environmental Specialist V	\$105.00
Geologist/Chemist/Toxicologist/ Environmental Specialist IV	\$95.00
Geologist/Chemist/Toxicologist/ Environmental Specialist III	\$84.00
Geologist/Chemist/Toxicologist/ Environmental Specialist II.....	\$74.00
Geologist/Chemist/Toxicologist/ Environmental Specialist I.....	\$63.00

Environmental Analyst II	\$58.00
Environmental Analyst I	\$53.00

Field Supervisor	\$63.00
Senior Technician	\$58.00
Technician II	\$48.00
Technician I	\$42.00
Laborer	\$32.00

Senior AutoCAD/ Graphic Designer	\$74.00
AutoCAD/Graphic Designer III	\$63.00
AutoCAD/Graphic Designer II	\$53.00
AutoCAD/Graphic Designer I	\$48.00

Senior Administrator	\$63.00
Administrative Assistant II	\$58.00
Administrative Assistant I	\$53.00
Secretary III	\$48.00
Secretary II	\$42.00
Secretary I	\$37.00

TRANSPORTATION

VehiclesCurrent IRS rate plus 10%/mile

OUTSIDE SERVICES/REIMBURSABLE EXPENSES

Invoice cost plus 10% 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 DECATUR BROWNFIELD PROGRAM

CITY OF DECATUR BROWNFIELDS PROGRAM COST RANGES

December 8, 2012

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
AUTHORIZED TO PROCEED

PPM CONSULTANTS, INC.

Authorization to Proceed

PROJECT DESCRIPTION

Client Name: City of Decatur, Alabama
Project Name: Program Management and Technical Assistance for City of Decatur Brownfields Program
Project Location: Decatur, Alabama
Services to be Provided: Brownfields support services per PPM Proposal No.12-40130

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. 12-40130, which will serve as the Master Contract between the City of Decatur and PPM. PPM agrees to provide the City of Decatur 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. 12-40130.

AUTHORIZATION

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with PPM Proposal no. 12-40130.

Organization: City of Decatur, Alabama
Name: _____
Signature: _____
Title: _____
Date: _____

PPM Representative *Michael D. McCombs* Date: 1-18-13

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. (PPM) 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, serve 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 will neither be responsible for, nor be considered to be 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 to be confidential and privileged. Any use or disclosure of this information without written consent from PPM is prohibited, unless required for the purpose of 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 in form of a written agreement, signed by both parties. 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 of PPM, and the results and conclusions therein, arising out of this Agreement or pertaining to the project objectives are intended solely for the use of PPM and Client unless the parties to this Agreement specify otherwise in writing.

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 as specified below 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. PPM's insurance coverage includes the following:

<u>Type</u>	<u>Limit</u>
Standard Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability (Bodily Injury and Property Damage)	\$3,000,000 for each occurrence and aggregate
Automobile Liability (Bodily Injury and Property Damage)	\$1,000,000 for each occurrence

J. Invoices

Invoices will be submitted on a monthly or quarterly basis, or at project completion 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.

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.

K. 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 upcharge will be equal to the amount charged by the credit card company for processing.

L. Validity

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

ATTACHMENT E
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

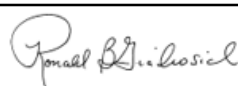
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Evanston Insurance Company	NAIC # 35378
INSURED PPM Consultants, Inc. 5555 Bankhead Hwy. Birmingham, AL 35210	INSURER B : Amerisure Insurance Company	
	INSURER C : Amerisure Mutual Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NQ879XQS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			12PKGM00241	02/11/2012	02/11/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2074925-0101	02/11/2012	02/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			12EFXM00098	02/11/2012	02/11/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			2074928-0102	02/11/2012	02/11/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution			12PKGM00241	02/11/2012	02/11/2013	Each Condition Limit \$ 1,000,000 Shared General Aggregate \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Evidence of Insurance ., AL .	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC.		INSURED PPM Consultants, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 02/03/2012	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Professional Liability
 Policy Number 12PKGM00241
 Policy Period: 2/11/2012 to 2/11/2013
 Insurance Company: Evanston Insurance Company
 Each Condition Limit: \$1,000,000
 Shared General Aggregate: \$2,000,000