

**CITY OF FOLEY PUBLIC FACILITIES COOPERATIVE DISTRICT
RESOLUTION 89**

**MEMORIALIZING EXPENDITURE OF FUNDS FOR ENVIRONMENTAL
ASSESSMENT OF PHASE II COASTAL ALABAMA FARMERS AND
FISHERMENS MARKET**

WHEREAS, in regards to the New Market Tax Credits Chase Bank is requiring an environmental assessment of the Peavey building/property and the Wilson Pecan Property, and

WHEREAS, PPM Consultants submitted a quote in the amount of \$11,486.15 for the Peavey property and \$13,644.75 for the Wilson Pecan property for a total amount of \$25,130.90.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FOLEY PUBLIC FACILITIES COOPERATIVE DISTRICT as follows:

SECTION 1: Accepts a transfer of funds in the amount of \$25,130.90 from the City of Foley's General Fund Account Number 01-680-0182 to the Public Facilities Cooperative District Fund Account 41-5900.

SECTION 2: Memorializes the expenditure of \$25,130.90 payable to PPM Consultants for Phase II Environmental Assessment for 410 East Section Avenue (\$11,486.15) and 20801 Mifflin Road property (\$13,644.75) and appropriates the funds to Account 41-665-7205 R09 CONST. This is in regards to the New Market Tax Credits transaction.

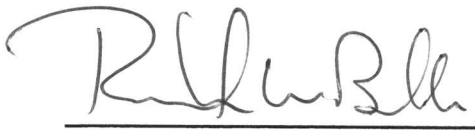
ADOPTED AND APPROVED THIS 21st DAY OF APRIL, 2014.

**THE CITY OF FOLEY PUBLIC FACILITIES
COOPERATIVE DISTRICT, an Alabama
Public Corporation**



ATTEST:


CHARLES J. EBERT, III, Chairman


RODERICK BURKLE
Secretary/Treasurer

April 2, 2014

Mr. Jeff Rouzie
Director of Economic Development
City of Foley
407 East Laurel Ave.
Foley, Alabama 36535

Re: Revised Phase II Environmental Site Assessments
20801 Miflin Road and 410 E. Section Avenue
Foley, Alabama
PPM Proposal No. 14-20029

Dear Mr. Rouzie:

Thank you for allowing PPM Consultants, Inc. the opportunity to provide this proposal for conducting Phase II Environmental Site Assessments (ESAs) at each of the above-referenced sites. The primary purpose of this project will be to determine if there is soil and/or groundwater contamination from historical activities at both properties.

1.0 SCOPE OF WORK FOR 20801 MIFLIN ROAD

Based upon a review of a previous Phase I conducted at 20801 Miflin Road, PPM proposes to perform the following scope of work:

- Collection of up to 12 surficial soil samples in a grid pattern across the subject property to determine if pesticide/herbicide usage has impacted the subject property, including one soil or surface water sample from each retention pond onsite. Locations of the proposed samples are show in **Figure 1, Attachment A**.
- Collection of surficial soil samples from each of the four soil piles on the north, northeast portion of the property to determine whether the soil piles were impacted by historical use of pesticide/herbicides.
- Analysis of surficial soil samples only for those Organochlorine pesticides/herbicides and Organophosphate pesticides listed on the Alabama Department of Environmental Management (ADEM) list of Preliminary Screening Values (PSVs). The Organochlorine pesticides will be analyzed per Environmental Protection Agency

(EPA) Test Methods 8081, Organophosphate pesticides per EPA Test Method 8141, Organochlorine herbicides per EPA Test Method 8151. Soil samples will be analyzed for the following metals: Arsenic, and Lead by EPA Method SW-846.

- Preparation of a letter report presenting investigative methodology, findings, boring locations, field measurements, laboratory data, conclusions, and recommendations from the assessment.

2.0 SCOPE OF WORK FOR 410 E. SECTION AVENUE

Based upon review of a Phase I conducted by PM Environmental in March 2014 a CERCLA Pre-screening audit conducted by the Alabama Department of Environmental Management (ADEM) in 2009, and a site visit conducted by PPM on April 4, 2014 PPM proposes to perform the following scope of work at 410 E. Section Avenue:

Collection of one soil sample from each of nine soil borings in the following locations:

- Three borings on the north property boundary adjacent to the Vulcan Aluminum property, which was listed as a recognized environmental condition in the Phase I Environmental Site Assessment conducted by PM Environmental. Locations of the proposed borings are shown in **Figure 2, Attachment A**.
- One soil boring in the vicinity of the trash compactor on the south side of the building, near the improper disposal of MEK, as documented in the CERCLA pre-screening report;
- One soil boring in the vicinity of the satellite accumulation area for solvents on the southeast side of the building and;
- One soil boring in the vicinity of one of the 60-Day storage areas for Waste and Chemical Storage on the southwest corner of the building.
- Two soil borings outside the chemical storage area which is vented to the outside at floor level in two places, providing a potential path for any chemicals stored in that portion of the building.
- One soil boring in a large soil pile of unknown origin observed onsite.
- Drilling of soil borings (using Geoprobe® technology) at the site will continue until groundwater is penetrated or until maximum depth of 30 feet below ground surface (BGS) is reached.
- Soil samples from each soil boring will be subjected to headspace analysis using a photo-ionization detector (PID). The soil sample with the highest headspace reading

from each boring will be selected for laboratory analysis for volatiles (VOCs) and semi-volatiles (SVOCs) per EPA Test Methods 8260 and 8270 and RCRA Metals. A total of nine soil samples will be submitted for laboratory analysis.

- Collection and analysis of groundwater samples (if encountered) from two temporary monitoring wells installed in the soil borings that exhibit the highest headspace for VOCs.
- Abandonment of all soil borings by filling with bentonite pellets. Concrete and asphalt penetrations (if any) will also be patched to grade with concrete.
- A Safe State Certified Asbestos inspector will conduct an asbestos survey that is compliant with the National Emission Standards for Hazardous Air Pollutants (NESHAPS).
- An estimated 14 samples of suspect asbestos-containing material (ACM) will be collected from the building and sent to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).
- Preparation of a letter report presenting investigative methodology, findings, boring locations, boring logs, field measurements, laboratory data, conclusions, and recommendations from the assessment. The report will also contain the findings from the asbestos survey, along with an estimate for abatement of the regulated asbestos-containing material (RACM), if any.

The scope of work is subject to change based on conditions encountered in the field; however, no change in scope will be initiated without prior approval from you.

2.0 CLIENT RESPONSIBILITY

PPM requests that the client provide the following, if available:

- Written permission to access the site from the property owner.
- Written authorization to provide the services described herein. This may be accomplished by signing the attached Authorization to Proceed (ATP) form in **Attachment B, Authorization to Proceed**, or providing a contract, purchase order, or other acceptable authorization.

3.0 SCHEDULE

The scheduling of field activities will be dependent upon the availability of the drilling subcontractor; however, mobilization is expected to be accomplished within one week of receipt of the authorization to proceed. A verbal report of the Phase II ESA findings will be available upon receipt of laboratory reports or in about 10 working days after completion of the drilling activities. A final report will be issued within 5 working days of the receipt of laboratory reports.

4.0 COMPENSATION

PPM proposes to provide the scope of service described herein in accordance with PPM's Business Terms and Conditions, in **Attachment C, Business Terms and Conditions**, on a lump sum bases for a fee of **\$11,486.15** for the 410 East Section Avenue property, and a fee of **\$13,644.75** for the 20801 Mifflin Road property.

Thank you for the opportunity to present this proposal. You may authorize PPM to proceed by mailing or faxing the signed ATP form to our office. If you have any questions or need additional information, please do not hesitate to contact me at (251) 990-9000.

Sincerely,
PPM Consultants, Inc.

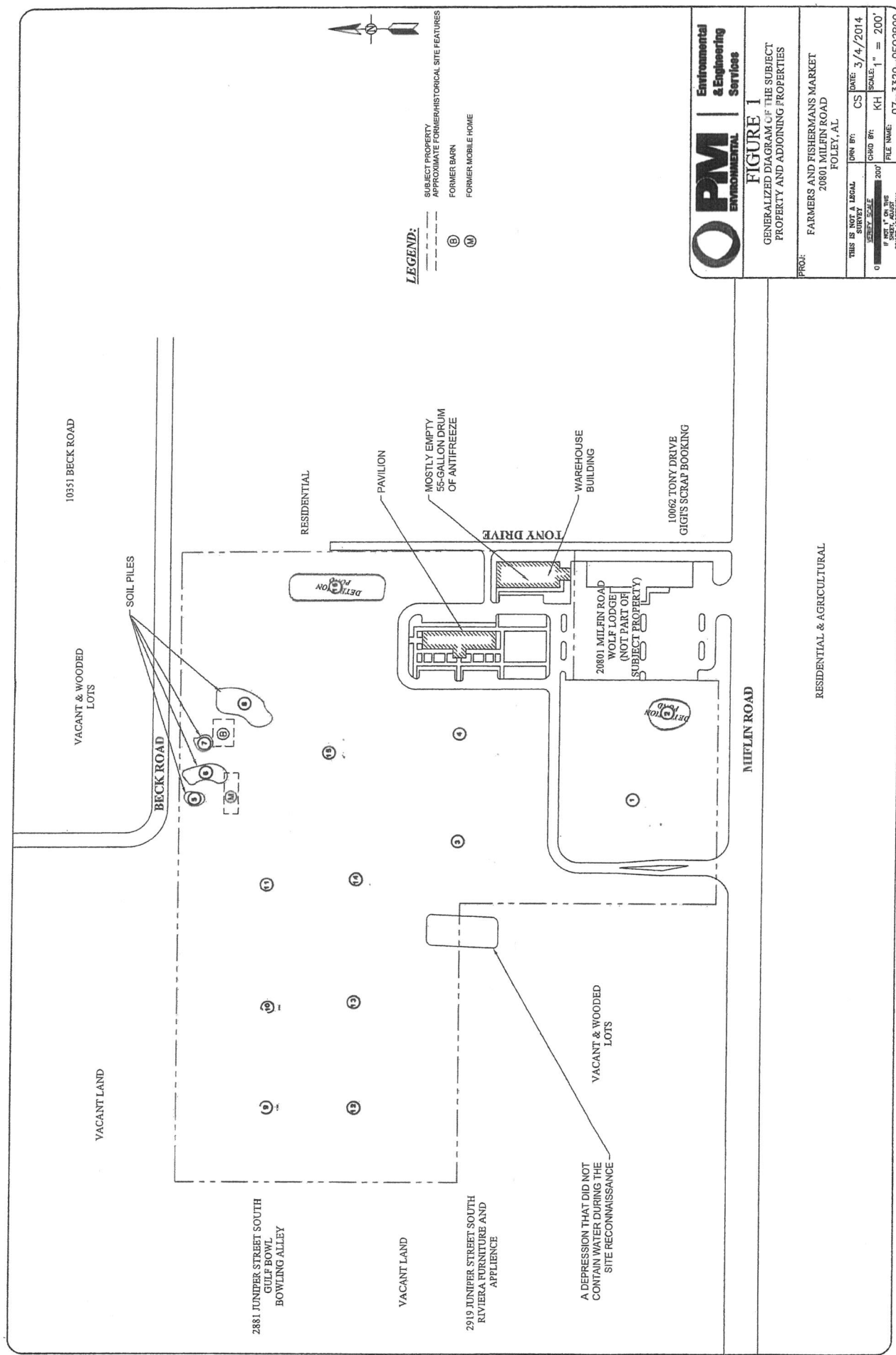
Deborah L. Zimmermann,
Project Manager

DZ:kdw

Attachments

ATTACHMENTS

ATTACHMENT A
FIGURES

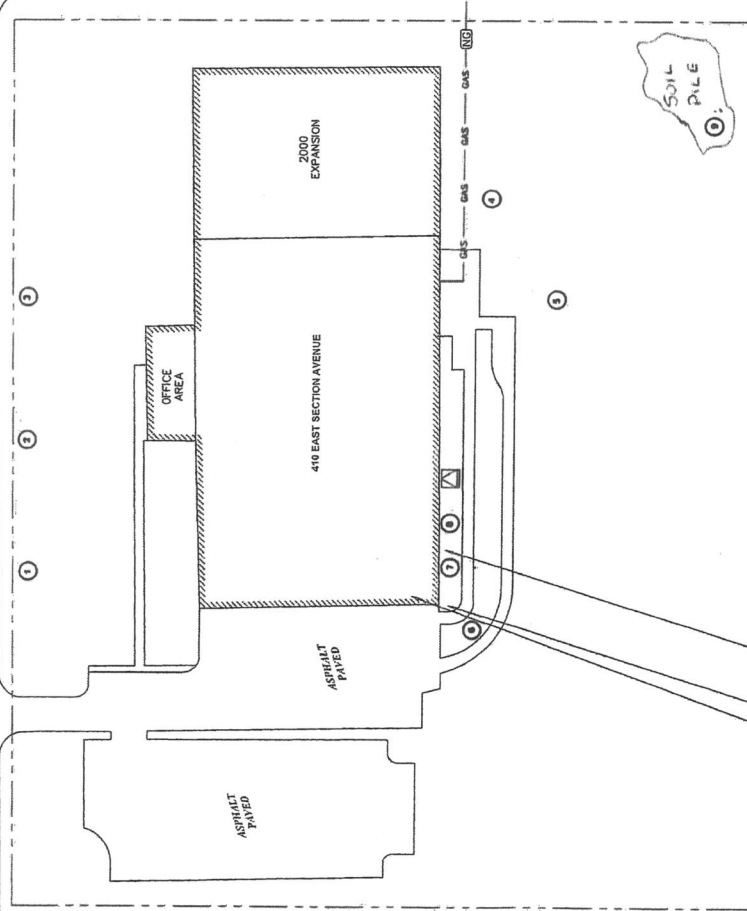


804 VULCAN STREET
VULCAN ALUMINUM

410 EAST BERRY AVENUE
VULCAN ALUMINUM CAMPUS

940 NORTH POPLAR STREET
MEYER SERVICES

EAST SECTION AVENUE



UNDEVELOPED HEAVILY
WOODED LAND

400 SECTION AVENUE EAST
ANGLERS RESOURCE

NORTH POPLAR STREET

LEGEND:
--- GAS
--- SUBJECT PROPERTY
--- GAS
[Symbol] PAD MOUNTED TRANSFORMER
[Symbol] NATURAL GAS MAIN

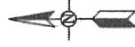


FIGURE 2

GENERALIZED DIAGRAM OF THE SUBJECT
PROPERTY AND ADJOINING PROPERTIES

PROJ: VACANT LIGHT INDUSTRIAL PROPERTY
410 EAST SECTION AVENUE
FOLEY, AL

THIS IS NOT A LEGAL SURVEY	DATE: 3/5/2014
SCALE: 1" = 100'	CHWD BY: KH
FILE NAME: 07-3321-0F02R00	

SMALL QUANTITIES OF PAINT,
PAINT STRIPPER AND SOME
STAINING ON CONCRETE
FORMER PROPANE
TANK STORAGE
VENT FOR DRYER

UNDEVELOPED HEAVILY
WOODED LAND

ATTACHMENT B
AUTHORIZATION TO PROCEED

PPM CONSULTANTS, INC.

Authorization To Proceed

PROJECT DESCRIPTION

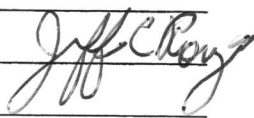
Client Name: Mr. Jeff Rouzie
Project Name: City of Foley, AL – Two Parcels
Proposal Number: 14-20029
Project Location: 410 East Section and 20801 Miflin Road, Foley, Alabama
Services to be Provided: Phase II ESAs

PROJECT TERMS

Due Date: Report submittal within 25 working days from receipt of authorization to proceed.
Project Fee: \$11,486.15 – 410 East Section, Foley, AL
\$13,644.75-20801 Miflin Road, Lump Sum for Phase II ESAs
Payment Terms: Payment due on delivery of report
Terms: Per Attached PPM Business Terms and Conditions

AUTHORIZATION

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with PPM's Industrial Rate Schedule.

Client: Mr. Jeff Rouzie The City of Foley
Name: _____
Signature: 
Title: Director of Economic Development
Date: _____

PPM Representative _____ Date _____

PPM CONSULTANTS, INC.

Authorization To Proceed

PROJECT DESCRIPTION

Client Name: Mr. Jeff Rouzie
Project Name: 410 East Section Avenue Site
Proposal Number: 14-20029 addendum
Project Location: 410 East Section Avenue, Foley, Alabama
Services to be Provided: Phase II ESA Confirmation

PROJECT TERMS

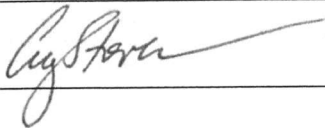
Due Date: Verbal Report of findings by April 25, 2101 Friday AM
Fee Increase: \$8,146.05

AUTHORIZATION

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with PPM's Industrial Rate Schedule.

Client: Mr. Jeff Rouzie
Name: _____
Signature: _____
Title: _____
Date: _____

PPM Representative



Date 4-22-14

ATTACHMENT C
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, 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 \$3,000,000 for each occurrence (Bodily Injury and Property Damage)	and aggregate
Automobile Liability (Bodily Injury and Property Damage)	\$1,000,000 for each occurrence

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, law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and attorney's fees that is a result of any negligent act, error, or omission of Client.

K. 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.

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 upcharge 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 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.