



REQUEST FOR QUALIFICATIONS/PROPOSAL

Public Involvement/Outreach Services for EPA Brownfields Assessment Greater Moscow Area Coalition

ELIGIBILITY:

Open to Consultants with experience in public involvement consulting for municipal governmental entities.

PROPOSAL DEADLINE:

Friday, June 17, 2011, 4:00 pm

SEND MATERIALS TO:

Jeffrey B. Jones, AICP
Economic Development Specialist
Administration Department
City of Moscow
206 E. 3rd Street
P O Box 9203
Moscow, ID 83843

MUST BE CLEARLY MARKED: Request for Qualifications/Proposal for Environmental Consulting Services

FOR MORE INFORMATION:

Jeffrey B. Jones, AICP
Economic Development Specialist
jjones@ci.moscow.id.us
(208) 883-7007

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GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS

City of Moscow
City Administration
206 East 3rd Street
Moscow, ID 83843

CONTACT PERSON

Jeffrey B. Jones, AICP
Economic Development Specialist
Administration Department
206 East 3rd Street
P O Box 9203
Moscow, ID 83843
(208) 883-7007

I. INTRODUCTION AND PURPOSE

Through this Request for Qualifications and Proposals (RFQ/P), the City of Moscow, Idaho (hereinafter "CITY") is seeking proposals from qualified firms to provide public involvement/outreach services (hereinafter "CONSULTANT") to work with CITY in implementing CITY's Brownfields Assessment Project (Brownfields' Project). Services are to be provided on an as-needed basis under a Task Order process. The CONSULTANT selected in this process will be expected to work collaboratively with the selected environmental consulting teams.

It is estimated that CITY may contract with up to two (2) consultant firms selected from this RFQ/P for one (1) year, with the possibility of two (2) one (1) year extensions. CONSULTANT(S) will be expected to hold the hourly rates for the one (1) year term. During renewals, if any, CONSULTANT(S) may submit a request to adjust hourly rates.

Professional fees will generally be less than twenty thousand dollars (\$20,000) per year. However, CITY cannot claim to spend any certain amount under this RFQ/P since the projects are on an as-needed basis to implement the Brownfields Assessment Cooperative Agreement Work Plan as amended. CONSULTANT and CITY will agree to a scope of work, schedule, and costs in writing through a Task Order for the individual assignment. Total fees for the three (3) year Project shall not exceed forty two thousand dollars (\$42,000).

The goal of public involvement is to provide opportunities for meaningful participation of community stakeholders, local, state, and federal government organizations, and private sector interests in the planning and execution of the brownfield assessment program. Services may

involve the preparation of project fact sheets, press releases, targeted mailings, updating CITY's Brownfield project webpage and organizing educational events and public meetings. Services are to be provided on an as-needed basis under a Task Order process.

The goals for this Public Involvement Plan include:

- Broaden the base of involved individuals and groups by identifying stakeholders early in the project.
- Build trust by focusing on personal contact, dialogue, and mutual education.
- Obtain meaningful public input during the course of the site assessment process.
- Understand and document stakeholder concerns and interests.
- Keep interested parties informed of the project progress.

Successful CONSULTANT will bring experience, comprehensive technical skills, and a collaborative style to the Project through implementation of grant activities and may be asked to assist CITY in exploring and pursuing other related funding opportunities and initiatives as they become available.

Qualification of CONSULTANT(S) through this RFQ/P shall not commit CITY to contract with that CONSULTANT for any work. Selected CONSULTANT(S), when and if awarded work, must comply with the various provisions of the funding CITY or other agencies involved in the Project. CONSULTANT shall demonstrate familiarity and prior experience with, at a minimum, all applicable Federal regulations such as 40 CFR Part 31 and 40 CFR Part 35 Sub Part O. The provisions of these various regulations may be included in the terms and conditions of any contract issued pursuant to this RFQ/P.

CITY intends to qualify person(s) and/or firm(s) that possess the professional, financial and administrative capabilities to provide the proposed services, and will agree to work under the compensation terms and conditions determined to provide the greatest benefit to the taxpayers of CITY. It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified proposals. Proposals will be evaluated using a weighted basis.

Through the RFQ/P process described herein, persons and/or firms interested in assisting CITY with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedures and schedule in this RFQ/P. CITY will accept Qualification Statements only from those CONSULTANT(S) and/or firms that submit a complete Qualification Statement that includes all information required as described herein (in the sole judgment of CITY).

II. PERIOD OF CONTRACT

August 1, 2011 through July 31, 2012.

Timeline for Selection

RFQ/P applications available to the public	May 31, 2011
Written proposals due at 4:00 p.m. Moscow local time	June 17, 2011
Interviews	June 27 through June 30, 2011
City Council Action	July 11 and July 18, 2011
Work Begins	August 1, 2011

CITY will not respond to telephone inquiries or visitations by Respondents or their representatives regarding the technical aspects of the RFQ/P. However, Respondents may submit e-mailed questions to the Economic Development Specialist (at jjones@ci.moscow.id.us) on or before June 15, 2011.

III. COALITION ORGANIZATION

CITY is the primary grant recipient for this Project and will work as a member of the Greater Moscow Area Coalition (the Coalition), which includes CITY, the Moscow Urban Renewal Agency (MURA), and Latah County (County). CITY has an active program to support economic development throughout the region and is the Grantee and Fiscal Agent for the Coalition. The MURA supports economic development and brownfield remediation within the Legacy Crossing District, a one hundred sixty three (163) acre redevelopment area between downtown Moscow and the University of Idaho (University) campus. County also supports economic development throughout the County and is an active partner with CITY on the Southeast Moscow Industrial Park Master Plan Project, which is located at the southern end of Moscow in the area of CITY impact. The Coalition will work collaboratively with the Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ) throughout the three (3) year term of this Project.

IV. EPA GRANT AWARD

CITY was awarded a four hundred seventy five thousand dollars (\$475,000) grant from the EPA under their competitive Brownfields Coalition Assessments Grant Program. The EPA Brownfields Assessment Program provides grant funds for developing sites' inventories, conducting environmental assessments, and remediation planning activities. In addition, the grant funding will be used for public involvement/outreach, redevelopment planning and programmatic expenses related to project activities. The EPA defines brownfields sites as:

“Real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products.”

Public outreach and education are top priorities in this project and CITY is seeking a CONSULTANT to assist staff in designing and completing all public involvement tasks to ensure that community concerns are considered in assessment planning and execution, and the public is kept informed of project progress and results. CONSULTANT will assist in creating

materials and building relationships that will have a life beyond the scope of the project. One of the project goals is to strengthen and create partnerships among local governmental entities, therefore particular attention will be given to involving various agencies in the process.

The attached Brownfields Assessments Project Work Plan as amended (Work Plan) has been approved by the EPA (see Attachment 1) and a Collaborative Agreement has been executed between CITY and the EPA. The Work Plan describes the goals and objectives of the Brownfields Project, the actions proposed to be carried out by CITY in relation to the Project, as well as the related set of deliverables and a targeted schedule for completion.

V. AGREEMENT FORM

The successful CONSULTANT shall be required to execute a CITY Agreement, which will include indemnification, insurance, and termination provisions. A sample is attached to this RFQ/P (Attachment V). It is also agreed and understood that the acceptance of the final payment by CONSULTANT shall be considered a release in full of all claims against CITY arising out of, or by reason of, the work done and materials furnished under any Agreement awarded. CITY and EPA have the right of termination of any and all Agreements for cause.

VI. SCOPE OF SERVICES

To meet CITY needs and activities of the project, CITY desires to designate qualified firms to provide a broad range of professional services to include:

- Outreach services,
- Meeting facilitation services,
- Event planning services (in support of and in close coordination with CITY staff.)

These services will be provided on an “as-needed” basis to implement the Work Plan (Attachment I). The specific scope of services on a given project will be described in detail in a Task Order. When performing work under CITY’s Agreement, the selected CONSULTANT(S) must meet the highest standards prevalent in the industry most closely related to the services described below. CONSULTANT(S) will be expected to provide a wide range of services to CITY and to assist CITY and Environmental CONSULTANT in providing opportunities for public input and participation throughout all phases of the Project. Tasks anticipated to be carried out by CONSULTANT include, but are not limited to, the following

Category 1 - Outreach Services

A. Design and implement Public Involvement Plan compatible with CITY’s public policy standards, to include:

- Assessment of public interest or concern
- Stakeholder identification and interviews

- Identification and implementation of appropriate outreach tools and methods
 - Identification and engagement of non-traditional audiences
- B. Production of public participation materials to include:
- Meeting notices
 - Flyers
 - Posters
 - Project content
 - Surveys (paper and electronic)
 - Public Comment Card
 - News releases, print or other media
 - Web page content
 - Facebook pages and Twitter

Category 2 - Meeting Facilitation Services

- A. Meeting planning and facilitation to include:
- Meeting preparation
 - Stakeholder meetings
 - Community meetings
- B. Conflict management and mediation to include:
- Issue identification
 - Stakeholder identification
 - Interest based negotiation
 - Meeting facilitation in a high stakes environment
 - Mediation between competing stakeholders

Category 3 – Event Planning Services

- A. Event planning and implementation to include:
- Venue Identification and logistics for:
 - Groundbreakings
 - Grand openings
 - Open house events
 - Conferences
 - Special events
 - Community events
 - Press conferences
- B. Production of tools and materials for Event Planning and Implementation Services may include:
- Developing and managing mailing lists
 - Mail and/or email invitations

- Track responses
- Follow-up reminders
- Schedule all room arrangements and equipment setup
- Registration and check-in participants
- Name tents/tags
- Advertisements
- Brochures
- Surveys
- Web page content
- Displays

C. Complete work in accordance with the approved Work Plan, as may be amended, under the direction of CITY staff;

D. Conduct assigned Project work in accordance with the standards of CITY and the EPA, as well as any other applicable regulations and provisions;

E. Prepare and maintain schedules and budgets for all assigned grant activities;

F. Attend regular meetings with CITY staff, Project partners and advisory committees as requested; and, deliver draft versions of all required written documents and finalize upon review as may be needed which may include legal counsel review.

VII. ADHERENCE TO FEDERAL REQUIREMENTS

Because EPA assessment grant monies will be used to fund this work, CONSULTANT must adhere to all applicable Federal requirements. These requirements include, but are not limited to:

A. The Agreement will be subject to the terms and conditions of the Cooperative Agreement that relates to the eligibility of costs and to contracts, including the administrative cost prohibitions.

B. The Agreement is subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub Part O).

C. The Agreement will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for CONSULTANTS to follow specific requirements related to areas, such as the Davis-Bacon Act and utilization of the Disadvantaged Business Enterprise (DBE) program.

D. CONSULTANT will be required to report on both the number of jobs created and the number of jobs retained as a result of the Contract. Such information shall be provided on all invoices submitted for payment.

E. All CONSULTANTS must verify that they are not debarred from receiving Federal funds (see Attachment III). While evaluating bids or proposals, CITY will consult the most current "List of Parties Excluded from Federal Procurement or Non-procurement Programs" to ensure that the firms submitting proposals are not prohibited from participation in assistance programs. CITY will comply with the requirements regarding sub awards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13.

VIII. PROCUREMENT PROCESS

Due to the varying type of Projects anticipated under this Agreement, the actual Project sequence will most likely vary. For the purpose of preparing a response to this RFQ/P, the following is presented as a typical Project assignment sequence:

A. When CITY determines a need for CONSULTANT(S) services on a Project, CITY will generally meet with CONSULTANT to discuss the scope of services needed.

B. Regardless of the value of the professional fee, unless designated otherwise in the scope of work request, CITY will require CONSULTANT to submit a Project proposal, generally within two (2) weeks of issuing the request. The Project proposal shall be on the Task Order form included as Attachment "VI" and shall define the scope of services, fees, and schedule for CONSULTANT services.

C. In order to remain on the stand-by list, CONSULTANT must respond to the request for proposals by either submitting a Project proposal or a letter indicating no interest or lack of available manpower for the respective assignment. Failure to provide a response by the designated deadline may be just cause for CITY to remove CONSULTANT from the stand-by list.

IX. SUBMITTAL REQUIREMENTS

All Respondents are required to follow the format and sequence specified below. The contents of the submittal must be clear, concise, and complete. Respondents must submit one (1) bound original, four (4) copies, and one (1) "high quality" digital PDF file (on CD). A proposal may be modified or withdrawn by the Respondent prior to the set date and time for the opening of proposals. The Respondent will be responsible for all costs incurred in preparing or responding to this RFQ/P. All materials and documents submitted in response to the RFQ/P become the property of CITY and will not be returned.

Each submittal *must* include a table of contents that is consistent with the items shown below to aid in expedient information retrieval. To the maximum practicable extent, all printed materials should be prepared on standard size paper, double-sided, with one inch (1") margins, making use of recycled or post-consumer paper, and using color ink with extreme discretion. The type and necessity of binders and covers will be at the Respondents' discretion but are not required. The

submittal should be clear and understandable when reproduced in black and white. The submittal must include page numbers in a complete sequential form rather than on a "per section" basis.

Details regarding submittal format and content are as follows:

Submittal Cover - Include the RFQ/P title and submittal due date, the name, address and telephone number of principal Respondent firm as well as the Respondent's primary contact and his/her contact information.

Table of Contents - Include a complete and clear listing of headings and pages to allow easy reference to key information.

Cover Letter - The cover letter should be brief (two [2] pages maximum) and include the following information:

A. Identify the Respondent's primary contact (include street and e-mail addresses and telephone number) responsible for all queries made during the intake and processing of the response.

B. Identify the location of the office(s) housing individuals assigned to provide services.

C. Provide the Federal Tax I.D. number of the primary Respondent firm.

D. If proposing joint venture partners and/or SUBCONSULTANT(S), include company name(s), the types of services to be provided by each, and their primary contact as well as their street and e-mail addresses and telephone numbers.

E. List all current certifications for the Disadvantaged Business Enterprise (DBE) Program to include date of issuance for the CONSULTANT and/or SUBCONSULTANT(S) firms as applicable.

F. The signatory must be a person with the legal authority to bind the prime, partners and SUBCONSULTANT(S).

Project Methodology - Provide a clear outline and description of how the Respondent(s) would effectively assist CITY in implementing the brownfields' public involvement component in a cost effective and timely manner consistent with all EPA requirements. Consideration should be given to the tasks, deliverables, budget details, and community outreach plan described in the attached Work Plan as amended. Respondents shall demonstrate outstanding competence and experience relating to the following criterion:

A. Ability to develop and design a Public Involvement Plan for complex and technical projects:

- Describe your strategy in developing public involvement plans for brownfield or other high profile complicated public projects.
 - CITY requires an innovative robust plan that involves more citizen input and participation than the typical government public involvement process.
 - How would you meet this requirement?
 - How can you reach citizens not normally involved and get their input?
- B. Ability to organize a diverse group of individuals with passionate perspectives:
- Describe your strategy for designing community interactions where a variety of opinions and viewpoints exist.
 - Describe the different types of community meetings that would be important in a Public Involvement Plan for a brownfield meeting update.
 - What are the goals and expected outcomes from the meetings?
 - Describe how you determine what type of community meeting to hold?
 - What strategies have you used in other projects to help staff learn how to better facilitate meetings?
- C. Ability to measure results:
- Describe your strategy in measuring results from each part of the public involvement process.
- D. Ability to communicate to the community and use feedback:
- Describe your strategy to create and use feedback from the community.
 - How do you ensure information is disseminated back to the community? What is the feedback loop?
 - What are the advantages of web surveys, taped and live cable TV shows?
 - How have you utilized social media in similar planning projects?
 - What are relative advantages and disadvantages of traditional outreach and new technologies to communicate with a diverse cross section of a community?
 - Give examples of how you have communicated technical concepts and issues to the general public.
- E. Ability to create a toolkit for CITY's future use:
- Describe your strategy in designing a final follow-up document that CITY can use to inform future public involvement processes.
 - How would you communicate lessons learned and debrief the process?
- F. Achievements:
- What do you consider your greatest achievements or proudest moments to be in the fields of Innovation, Partnerships, Collaboration, and Community Building?
 - How would your experiences in these achievements and moments benefit the Moscow Brownfields Assessment Grant project?

This section must be limited to no more than eight (8) pages for the primary CONSULTANT and three (3) pages for each SUBCONSULTANT firm.

Project Schedule – Include in this section a Project Schedule which includes all milestones identified in the Work Plan and is consistent with the RFQ/P schedule and process outlined below (note that the Project closeout date must remain unchanged). Respondents are encouraged to identify any refinements to any portion of the Work Plan that they suggest CITY consider as the Project moves forward. This section must be limited to no more than one (1) page.

List of Project Personnel – This section must include the identification of the contact person with primary responsibility for this Project and other key Project personnel, including joint venture partners and/or SUBCONSULTANT(S), and their individual areas of responsibility and expertise. The persons listed will be considered to be committed to the Project. A résumé for each professional and technical person identified herein as assigned to the Project, including partners and/or SUBCONSULTANT(S), must be submitted. Résumés may not exceed two (2) pages in length.

Organization Chart – An organization chart containing the names of all key personnel, joint venture partners, and/or sub-consultants with titles and their specific task assignment for this Project must be provided in this section.

Qualifications and Experience – Provide a brief description of the team's most pertinent and recent experience in providing similar services to public entities and/or the private sector. Focus on the firms' most comparable experiences in the past five (5) years that specifically relate to the scope of work and list such experiences in a current, consecutive manner noting the award and completion dates and/or current status. Clearly identify the specific tasks performed as part of the work experience highlighted. Provide the name(s) and telephone number(s) of the firm's Project manager and the client's Project manager for each listing. If identifying joint venture partners and/or other CONSULTANT(S), describe their experience in the same manner described herein and identify the tasks that each firm is generally anticipated to perform as part of this Agreement. This section must be limited to no more than eight (8) pages for the primary CONSULTANT and three (3) pages for each SUBCONSULTANT firm.

Fee Schedule – CITY requests submittal of CONSULTANT fees in a billable hour rate format for all personnel proposed. The billable hourly rates include direct labor, general and administrative overhead, profit margin, office supplies, and equipment, routine reproduction costs, local communication charges and facsimile charges.

Any reimbursable expenses should also be submitted such as printing, postage, or other courier service. CITY does not provide payment for, or reimbursement of, travel expenses. Unless otherwise agreed to as a part of a specific Task Order negotiation, reimbursable costs will be billed to CITY at CONSULTANT's cost. SUBCONSULTANT(S)' costs are allowed up to a maximum of three point five percent (3.5%) markup. Supporting documentation (i.e., copies of receipts) may be required for reimbursement requests.

CONSULTANT(S) shall list the proposed multiplier on direct salaries for all billing purposes.

Other Information – This section must contain all other pertinent information regarding this procurement in the following order:

A. Description of insurance coverage for CONSULTANT and SUBCONSULTANT(S) partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims);

B. Description of in-house resources for CONSULTANT and SUBCONSULTANT(S) partner(s) (i.e., computer capabilities, software and graphic applications, and modeling programs, etc.);

C. Completed Debarment Certification Form (Attachment III);

D. Completed Non-Collusion Affidavit (Attachment VII);

E. Completed Drug Free Workplace Certification Form (Attachment VIII);

F. Completed SUBCONSULTANT(S) List (Attachment IV);

G. Completed Certificate of Indemnification Form (Attachment IX);

H. Copy of DBE Program certifications listing firms to be utilized in this Project for CONSULTANT, SUBCONSULTANT(S), and/or vendors (Attachment II).

X. COMPENSATION

A. CONSULTANT may be compensated on an hourly basis with an established not-to-exceed cost for each individual assignment (Task Order), a lump sum fee or an agreed upon fee arrangement. The proposed staff, estimated hours, and any additional costs shall be established through mutual agreement between CONSULTANT and CITY via a Task Order. Work shall not start until all appropriate signatures are obtained on the Task Order for each assignment.

B. Once the Task Order is issued, CONSULTANT shall proceed with the task(s), invoicing CITY on a monthly basis based on the actual staff hours charged to the Project. CONSULTANT must submit with the invoice a breakdown of all staff hours charged and a description of Project progress. Failure to include this information with the invoice will result in rejection of the invoice.

C. Employee classification and associated hourly rates for all work performed will be in accordance with the Agreement. All hourly rates shall be considered as straight time and no overtime rates will be permitted.

D. Hourly fees will include office space, hardware, software, support, field equipment, supervision, printing and copying expenses necessary to complete required tasks as previously described.

E. CITY payment terms: 30 days. CONSULTANT'S hourly personnel rate, and SUBCONSULTANT rates, shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., 50 minutes of work shall be billed as 1 billable hour; 1 hour and 10 minutes of work shall be billed as 1.25 billable hours, etc.).

F. Note that the selected CONSULTANT(S) will assume responsibility for all services offered in the proposal, including any services provided by SUBCONSULTANT(S). Further, CITY will consider CONSULTANT to be the sole point of contact with regard to contractual matters, including payment to SUBCONSULTANT(S). CONSULTANT is responsible for adherence of the SUBCONSULTANT(S) to all provisions of an Agreement.

XI. SUBMISSION EVALUATION

CITY will select the most advantageous submissions based on all of the evaluation factors set forth at the end of this RFQ/P. CITY will make the award(s) based on what is in the best interest of CITY.

XII. SUBMISSION LIMITATIONS

This RFQ/P is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on CITY by issuance of this RFQ/P. CITY reserves the right, at CITY's sole discretion, to refuse any and all submissions.

XIII. USE OF INFORMATION and OWNERSHIP OF WORK PRODUCT

Any specifications, drawings, CAD files, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by CITY to CONSULTANT in connection with this RFQ/P shall remain the property of CITY and EPA. When in tangible form, all copies of such information shall be returned to CITY upon request. All work product produced by CONSULTANT, CITY, or by any third-party working for CONSULTANT or CITY resulting from this RFQ/P, are the sole property of CITY and EPA. CITY and the EPA shall be the owners of all digital data, graphics and documents, as well as all hardcopy and publishable documentation resulting from the design and reports. CITY and the EPA have the right to use, distribute, or dispose of the work products without the consent of CONSULTANT.

XIV. GENERAL TERMS AND CONDITIONS

A. CITY reserves the right to reject any or all submissions and to modify project requirements after review of RFQ/P replies, if necessary, or to waive any informalities in the submissions; and, unless otherwise specified by CONSULTANT, to accept any items or services in the submissions should it be deemed in the best interest of CITY.

B. In case of failure by the successful CONSULTANT, CITY may procure the articles or services from other sources, deduct the cost of the replacement from money due to CONSULTANT under the Agreement and hold CONSULTANT responsible for any excess cost occasioned thereby.

C. CONSULTANT shall maintain sufficient insurance to protect themselves and CITY against all claims under Workmen's Compensation, General, Professional and Automobile Liability.

D. Each submission must be signed by the person authorized on behalf of the consulting firm (i.e., owner, or officer). The Agreement shall be in effect through July 31, 2012 unless otherwise stated.

E. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to CONSULTANT. In the case of mailed submissions, CITY assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by CITY by facsimile or e-mail.

F. By submission of qualifications, CONSULTANT certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and that the successful CONSULTANT shall, at CONSULTANT's expense, defend any and all actions or suits charging such infringement, and will hold CITY harmless in any case of any such infringement.

G. CITY is a Public Agency. All submittals, including bids, proposals, and any other information provided by a Respondent may be considered a public record and, except as noted below, will be available for inspection and copying by any person after the award of an Agreement. Any information submitted to CITY is subject to release as provided for by Idaho Public Records Law, Idaho Code, Title 9, Chapter 338 through 350.

CITY will take reasonable efforts to protect any information marked "confidential," to the extent allowed by Idaho Public Records Law. Confidential information should be clearly identified in a cover letter, submitted with your response. It is requested that the confidential information be placed in a separate envelope within the bid proposal to minimize accidental copying and release. Confidential information will be returned to the Respondent upon request, after the award of the contract. It is understood, however, that CITY will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

H. No CONSULTANT shall influence, or attempt to influence, or cause to be influenced, any CITY officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

I. No CONSULTANT shall cause or influence, or attempt to cause or influence, any CITY officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for CONSULTANT or any other person.

J. The Respondent hereby acknowledges that CITY seeks to promote any and all employment and business opportunities for local residents and firms. The Respondent will, to the extent legally possible, solicit applications for employment and proposals for SUBCONSULTANT(S) for work associated with this RFQ/P from local residents and firms as opportunities arise. The Respondent agrees to hire qualified local residents and firms whenever feasible.

K. CITY shall not be responsible for any expenditure of monies or other expenses incurred by CONSULTANT in preparing its response to this RFQ/P.

L. The checklist, affidavits, notices and the like presented at the end of this RFQ/P are a part of this document and shall be completed and submitted as part of this submission.

XV. INSURANCE REQUIREMENTS

The firm(s) selected to perform the work described in this RFQ/P will be required to provide evidence of insurance as shown below:

A. Commercial General Liability policy with the addition of overages as broad and as encompassing as the Broad Form Comprehensive General Liability endorsement in the occurrence form, including loading and unloading operations, providing coverage against claims for bodily injury or death and property damage resulting from the CONSULTANT(S)' performance. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one (1) insured against another. All rights of subrogation shall be waived. Such insurance shall be primary and non-contributory with any other coverage, including CITY's, and such insurance shall afford immediate defense and indemnification of all listed as additionally insured including CITY to the limits not less than one million dollars (\$1,000,000) per occurrence for all covered losses and not less than two million dollars (\$2,000,000) general aggregate;

B. Worker's Compensation Insurance as required by the laws of the State of Idaho;

C. Employer's Liability Insurance with the following limits:

Bodily Injury by Accident: one million dollars (\$1,000,000) each accident

Bodily Injury by Disease: one million dollars (\$1,000,000) policy limit

Bodily Injury by Disease: one million dollars (\$1,000,000) each employee

D. Commercial Automobile Liability or Business Auto Policy with limits not less than one million dollars (\$1,000,000.00) each occurrence, combined single limit for bodily injury or death and property damage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.

Professional liability insurance (errors and omissions) may also be required in the minimum amount of one million dollars (\$1,000,000). All insurance must be provided at the sole cost and expense of the firm(s) selected, unless any requirements are modified or waived by CITY.

All specifications regarding insurance requirements may be changed at the sole discretion of CITY.

XVI. BASIS OF AWARD

To be completed by RFQ/P review team.

All Respondents should review the proposed Agreement (Attachment V) and any supplemental documents attached to this request. The proposed Agreement will be the basis for all negotiations with the “best qualified Respondent(s).”

Evaluation Factors

- Relevance and extent of qualifications, experience, reputation and training of personnel to be assigned (thirty [30] points).
- Travel time to Moscow (five [5] points).
- Knowledge of CITY and the subject matter to be addressed under this RFQ/P (five [5] points).
- Relevance and extent of similar projects performed (fifteen [15] points).
- Reasonableness of cost analysis (thirty [30] points).
- Technical qualifications containing all required information (fifteen [15] points).

Protest of Firm Selection or Contract Award

Any Respondent who is aggrieved in connection with the selection or award of a CONSULTANT or SUBCONSULTANT(S) may submit a protest to CITY Attorney. Any protest shall be submitted in writing within seven (7) calendar days after such aggrieved Respondent knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms and state the alleged reason for grievance of the selection. All protests must be in writing and delivered via U.S. mail to:

Randall D. Fife, City Attorney
P O Box 9203
Moscow, ID 83843

XVII. RFQ/P CHECKLIST

This Checklist must be completed and submitted with your qualification package

Please initial below, indicating that your submission includes the itemized document. A submission without the following documents is cause for refusal:

INITIAL BELOW

- A. An original and four (4) signed copies of your complete qualifications _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Authorized signatures on all forms _____
- D. Copy of Liability, Workman's Compensation, and
Professional Liability Errors and Omissions Insurance Policies _____
- E. Debarment Certification Form _____
- F. SUBCONSULTANT(S) List _____
- G. Certificate of Indemnification _____
- H. Drug Free Workplace Certification Form _____

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS

Name of CONSULTANT: _____
Person, Firm or Corporation

BY: _____
(Name) (Title)

Signature: _____ Date: _____



BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN

FOR

GREATER MOSCOW AREA COALITION

(City of Moscow, Moscow Urban Renewal Agency, Latah County)

June 11, 2010

(Modified May 18, 2011)

Submitted by

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BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN

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1. INTRODUCTION

1.1 Project Description, Goals and Objectives

This project will conduct environmental site assessments and cleanup planning for multiple brownfield properties along a former railroad/industrial corridor in Moscow, Idaho. The primary goal of this project is to expedite redevelopment of critical distressed properties in order to improve environmental, economic, and social conditions for the greater Moscow community. The objectives necessary to meet this goal are to 1) conduct site inventory and site selection activities, 2) prepare environmental site assessments and cleanup planning for selected properties, 3) leverage project funding and assessment work to promote redevelopment within the corridor. In addition to these specific objectives, the project will also have a strong component of public outreach and education that will inform each phase of the project.

The City of Moscow is the primary grant recipient for this project and will work as a member of the Greater Moscow Area Coalition (the Coalition), which includes the City of Moscow, the Moscow Urban Renewal Agency, and Latah County. The City of Moscow has an active program to support economic development throughout the region and is the primary partner in the Coalition. The Moscow Urban Renewal Agency supports economic development and brownfield remediation within the Legacy Crossing District, a 163 acre redevelopment area between downtown Moscow and the University of Idaho campus. Latah County also supports economic development throughout the county and is an active partner with the City on the Southeast Moscow Industrial Park Master Plan Project, which is located at the southern end of the identified brownfield corridor. The Coalition will work collaboratively with the Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ) throughout the three year term of this project.

The properties that have been preliminarily identified for assessment through this project are located within a former railroad and industrial use corridor that extends from the northern edge of Moscow's downtown near A Street all the way to the southern edge of the City where Highway 95 leaves Moscow heading south towards Lewiston. Figure 1 provides a vicinity map of the corridor and indicates five (5) exemplar properties that have high potential for assessment and cleanup planning through this project. In addition to containing a majority of the abandoned and distressed properties in Moscow, the brownfield corridor is also densely populated with a wide range of housing types and income levels. This corridor also includes Paradise Creek and Paradise Path, which serve as much needed green space and pedestrian access for sensitive populations in the downtown core.

The five (5) sites currently targeted for assessment through this project are briefly described as follows:

- Site 1: An approximately three acre former pea processing facility situated along an abandoned railroad spur located in a densely populated residential

neighborhood that includes multi-family housing and daycare facilities. This property also contains one of the few sections of Hog Creek that is daylighted and has a history of being traversed by pedestrians via an unofficial trail along the railroad corridor.

- Site 2: An approximately one acre parcel that has a history of bulk chemical storage and agricultural processing that is located on a prominent corner of downtown Moscow in the heart of the Legacy Crossing District. This site is adjacent to Moscow's first brownfield remediation project funded through IDEQ's Voluntary Cleanup Program.
- Site 3: An approximately one acre site located in Moscow's Central Business District near the historic Fort Russell District and Moscow High School. Previous uses on or near this site included an automotive service center, a dry cleaner, and a gas station.
- Site 4: An approximately seven acre parcel located near the intersection of Highway 95 and Highway 8 on the former railroad line and within close proximity to the eastern entrance of the University of Idaho. Historical uses on this parcel include railroad loading/receiving, automotive/trucking repair, bulk petroleum storage, and commercial agricultural supply.
- Site 5: An approximately fourteen acre site located adjacent to a light industrial park, a portion of which is currently used as a runway for small aircraft carrying potentially hazardous agricultural chemicals. This site is included in the City's master plan area for the Southeast Moscow Industrial Park and has significant potential for job creation.

These five (5) sites were used as the basis for this work plan and informed the development of the task descriptions, the project schedule, and the project budget. Although significant inventory and site selection tasks will occur with this project, preliminary work conducted by the Coalition has indicated that these five (5) properties have very high potential for redevelopment and are located in areas that are either densely populated by sensitive populations or have high potential for job creation. The Coalition has also identified dozens of additional replacement sites within the corridor which could also be pursued with this project or serve as replacements for these five (5) initial sites as the need may arise.

This project is expected to have a profound impact on the greater Moscow area community. The Coalition has identified the following long term project outcomes that will result from the implementation of this project:

- Improved Environmental Health
- Improved Public Health and Safety
- Improved Social Welfare

- Increased Green Space and Parks
- Increased Property Values
- Increase in Leveraged Funds
- Expedited Development of the Southeast Moscow Industrial Park

The outcomes identified above are further detailed in the Project Outcomes section.

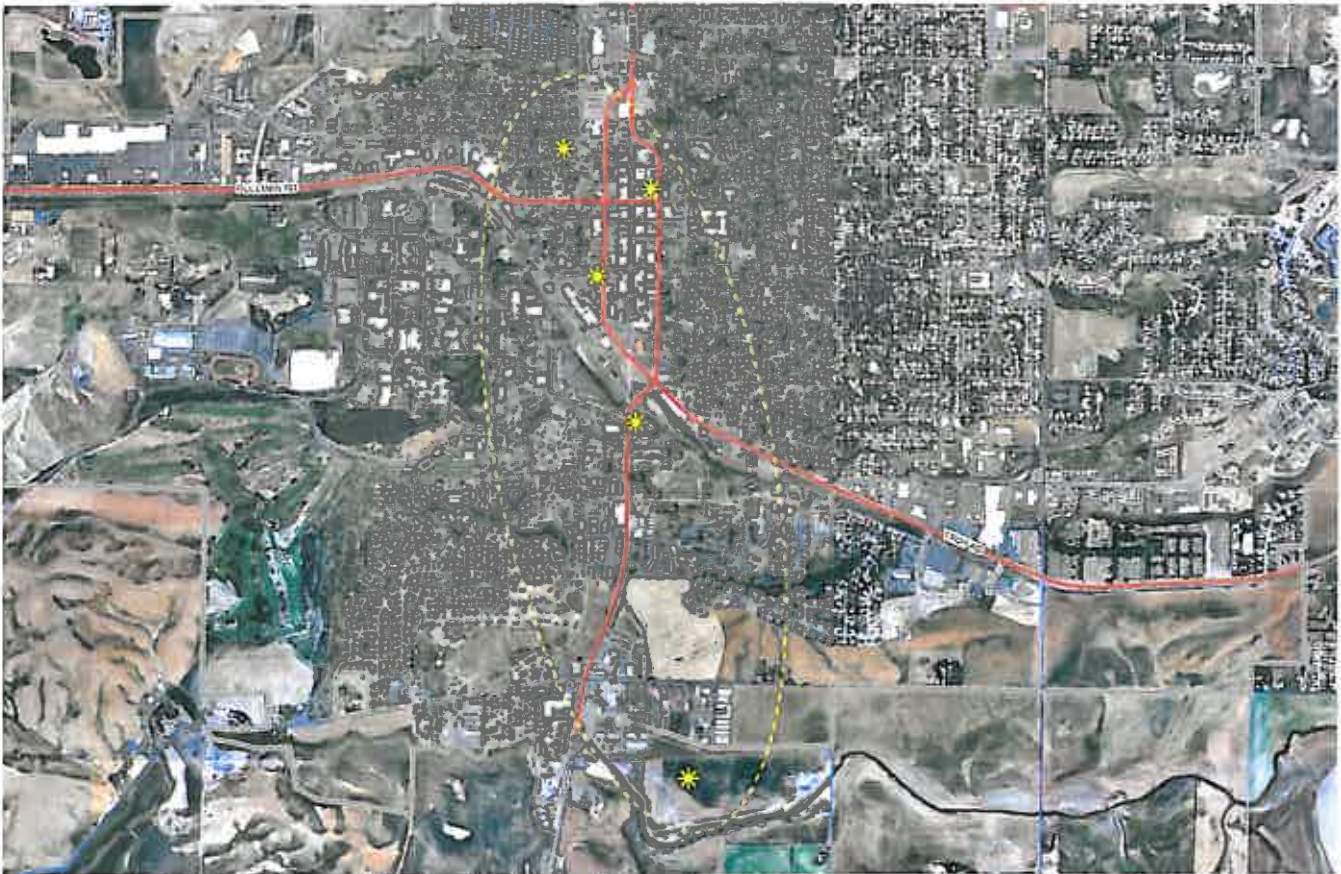


Figure 1: Vicinity Map of Brownfield Corridor and Potential Assessment Sites

1.2 Organizational Structure and Responsibilities

The assessment coalition members for this grant include the City of Moscow, the Moscow Urban Renewal Agency, and Latah County. The City of Moscow will take primary responsibility for project management of this grant. The City has assembled a management team that includes City of Moscow staff as well as staff from the Moscow Urban Renewal Agency, and the Latah Economic Development Council. An organizational chart is provided in Figure 2 below.

The primary project management team includes ED Specialist and Alisa Stone, Grants Manager.. The ED Specialist will serve as the overall Project Manager for this grant and will also serve as the primary contact for the EPA Brownfields Project Officer. Alisa

Stone will serve as the Project Controller and will be responsible for overseeing all of the monitoring, reporting, compliance, and procurement requirements for the project. Alisa will also serve as the secondary contact for the EPA Brownfields Project Officer for all procedural and monitoring activities. Alisa is the City of Moscow Grants Manager and has primary responsibility for managing the City's grant portfolio. A public involvement /outreach consultant will serve as the Public Outreach Officer and will be responsible for managing the public outreach and education components of the project under the direction of the ED Specialist.

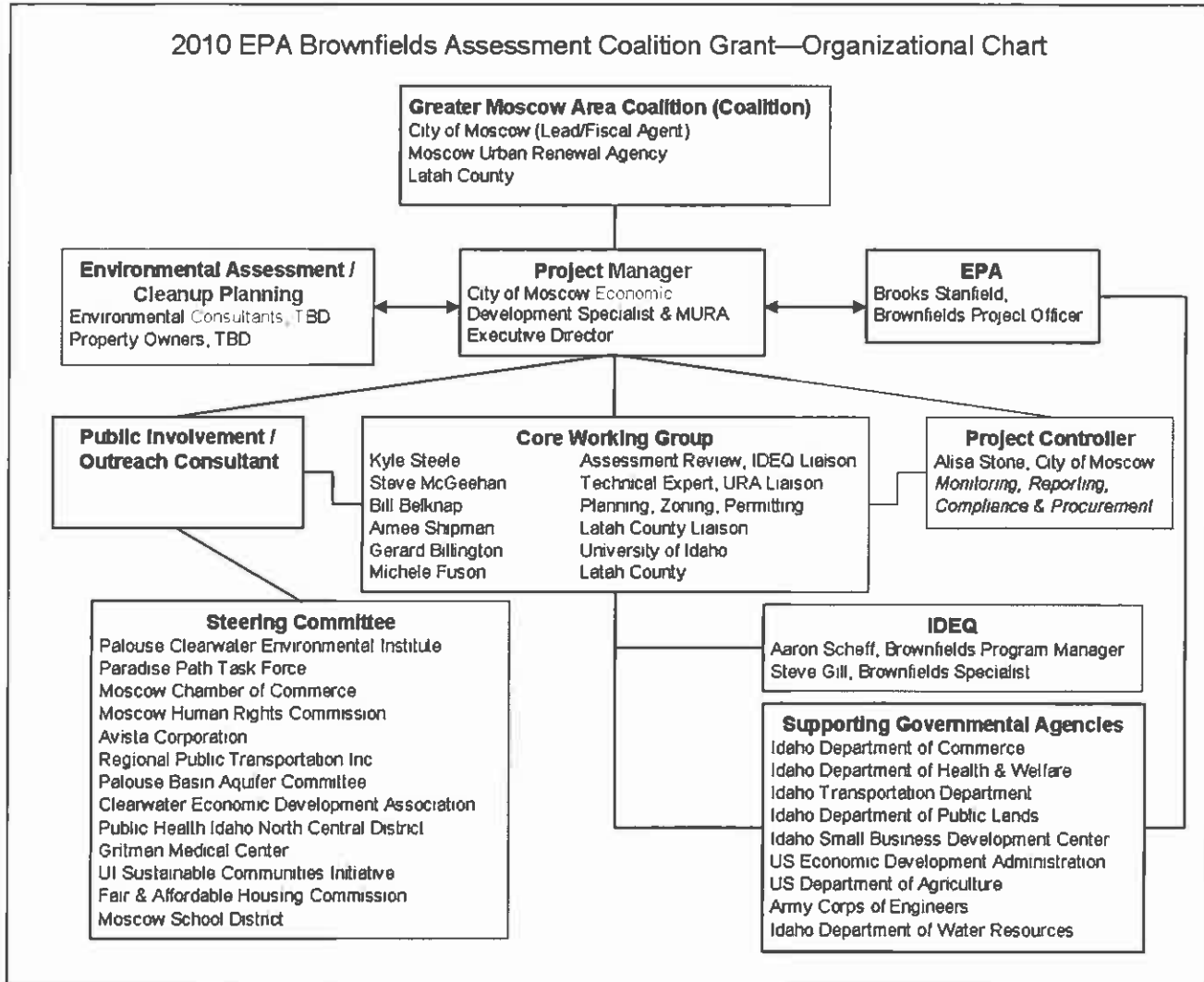


Figure 2: Organizational Chart

In addition to the primary project management team the coalition will also be assisted by four member core working group that will be responsible for overseeing the environmental assessment and cleanup planning consultants and coordinating assistance from the Idaho Department of Environmental Quality. This group will be composed of Kyle Steele and Bill Belknap from the City of Moscow, and representative(s) from the

Moscow Urban Renewal Agency, Latah County and the University of Idaho. Kyle Steele currently works as the City of Moscow Regulatory Compliance Specialist and was a former IDEQ employee. Kyle will be responsible for reviewing environmental assessments and will be the liaison with IDEQ. Steve McGeehan is currently the Analytical Laboratory Director at the University of Idaho and has worked in the environmental remediation industry over the last several decades. Steve is also the Secretary of the Moscow Urban Renewal Agency. Steve will serve as the technical expert for the project and will be the liaison with the Urban Renewal Agency. Bill Belknap is the City of Moscow Community Planning Director. Bill will be responsible for issues relating to community planning, zoning, and permitting and will assist with the consultant selection process.

The Steering Committee is made up of a wide range of community organizations that will be responsible for assisting with the public outreach and education components of the project under the direction of the Project Manager and the Public Involvement/Outreach consultant(s). In addition to providing input on educational materials and public education processes the Committee members will help to disseminate project information through their respective organizations. Some Steering Committee members have also committed to assist with review of environmental assessments and cleanup planning while others have offered assistance by providing facility space, educational materials, resource materials and transportation to public education events. The Steering Committee members have already committed up to 665 volunteer hours towards this project. Additional information on the Steering Committee membership and commitments is detailed below:

- Palouse-Clearwater Environmental Institute - Executive Director: Review assessments with Coalition Task Force; participate in wetland restoration planning; and assist with public outreach and community involvement (*100 hours*).
- Paradise Path Task Force – Chair: Participate in the design and implementation of green space; provide technical assistance in development of paths and trails; make recommendations in planning multi-modal transportation systems (*100 hours*).
- Moscow Chamber of Commerce – Executive Director: Education Committee, play active role in community outreach; Government Affairs, participate in development of Brownfields Task Force; Community Development Committee, assist with the development of cleanup decisions and reuse planning (*80 hours*).
- Moscow Human Rights Commission – Chair: Participate in organizing community engagement and input; assist in review of assessments and cleanup options; assist sensitive and target population with service needs (*20 hours*).
- Avista Corporation – Business and Public Affairs: Provide historic and demographic information for inventory records; provide GIS maps and visuals to support historical data; participate in site assessments, community engagement and outreach; locate and mark locations of underground utilities prior to Phases II's (*100 hours*).
- Regional Public Transportation, Inc. – Executive Director: Provide project

information to transit riders; encourage participation in redevelopment planning; and provide transportation to public input meetings (40 hours).

- Palouse Basin Aquifer Committee – Executive Manager: Review data analysis reports, risk assessments, and cleanup plans (10 hours).
- Latah Economic Development Corporation – President: Public outreach activities; review of assessment reports and redevelopment plans (40 hours).
- Clearwater Economic Development Association – Executive Director: Public involvement and communications, review of redevelopment plans; identification of grant funding for infrastructure improvements; and highlight project in newsletters and mailings (100 hours).
- Public Health Idaho North Central District – District Director: Provide information to residents through fact sheets and meetings and participate in assessment and cleanup projects (20 hours).
- Gritman Medical Center – Provide conference room space, healthcare information, and assistance in reviewing cleanup and redevelopment plans (15 hours).
- Fair and Affordable Housing Commission – Chair: Provide assistance reviewing project for potential housing impacts and opportunities to increase affordable housing choice. (20 hours).
- Moscow School District – Superintendent and/or Safety Officer: Provide information regarding students, science and environmental classes and student participation and involvement (10 hours).

In addition to the Steering Committee the Coalition has also assembled an on-call team of representatives from several governmental agencies that have worked collaboratively with the Coalition members on many projects within the City over the past three years. These representatives and agencies include: Tanya McElfresh, Idaho Dept. of Health and Welfare; Donald Dietrich, Idaho Dept. of Commerce; Ken Helm, Idaho Transportation Dept.; Rick Tremblay, Economic Development Administration; Joyce Jowdy, Idaho Dept. of Lands; Jill Murphy, Idaho National Parks and Recreation; Margaret Hair, U.S. Dept. of Agriculture; and Nancy Mabile, Panhandle Area Council. In addition to the above partners, the GMA Coalition application is also supported by the following legislative leaders: James E. Risch, US Senator; Michael D. Crapo, US Senator; and Tom Trail, Idaho House of Representatives.

The project will also involve substantial input from the Idaho Department of Environmental Quality (IDEQ). IDEQ will ensure that environmental assessments are in compliance with state requirements and will assist with and provide input on site selection to maximize impact of the project. IDEQ will communicate with the Core Working Group and the Project Manager and will also communicate directly with the EPA Project Officer as needed to expedite the assessment process. Representation from IDEQ will be provided by Aaron Scheff, Brownfields Program Manager and Steve Gill, Brownfields Specialist.

The Environmental Assessment and Cleanup Planning phase of the project will be conducted by qualified environmental consultants that will be selected through the consultant management and selection process more specifically detailed in Task 3: Site Inventory and Characterization. The consultants selected for this project will be responsible for producing the necessary environmental reports and plans and will also be responsible for significant coordination and communication with property owners, IDEQ representatives, and the EPA Project Officer as appropriate.

The organizational chart developed for the project establishes a clear communication network for each participant and phase of the project. Efficient communication with EPA will play a significant role in ensuring the success of this project. Communication and coordination with EPA will occur through Brooks Stanfield, the EPA Project Officer. The Coalition's Project Manager will be responsible for the primary communication with EPA and will provide updates through regular conference calls and written reports as needed throughout the project. The core management team will also schedule conference calls with the EPA Project Officer to discuss overall project progress and to provide updates on the public outreach and education and the monitoring, reporting, compliance, and procurement components of the project. Alternatively, the core management team members may also contact the EPA Project Officer directly to clarify specific issues with any of the project tasks. The EPA Project Officer will also have a direct line of communication with IDEQ and will be available to provide assistance to the Environmental Consultant(s) as needed. These open lines of communication will increase overall efficiency of the project and will allow the Coalition to maximize its assessment and cleanup planning goals.

1.3 Project Outputs and Outcomes

1.3.1 Project Outputs

A wide range of quantifiable outputs will be produced during the term of the project. Three broad categories of outputs include: 1) Meetings, events, and various educational materials and resources produced throughout the term of the project under the broad category of public education and outreach, 2) Quarterly update reports and other project reports and correspondence produced by the Coalition and provided to EPA, 3) Environmental site assessment reports, cleanup planning reports, and site specific property data and redevelopment plans resulting from the actual assessment and cleanup planning tasks. Detailed descriptions and potential values for expected outputs are as follows:

- **Public Meetings (4 minimum):** The public education and outreach component of this project will result in numerous general public meeting as well as meetings of the Steering Committee. It is expected that at least six general public meetings will be conducted to disseminate project information and allow opportunities for public comment.

- **Steering Committee Meetings (12 minimum):** In addition to the general public meetings, at least twelve quarterly meetings of the Steering Committee will be convened to discuss project status and provide additional opportunities for the community organizations that will be involved in the project.
- **Educational Materials (8 minimum):** The project is expected to produce various types of educational materials for wide distribution throughout the community and for use in public meetings. At least four project fact sheets will be produced throughout the term of this project, one to occur at the project commencement and one annually for the three year term including the final fact sheet. It is also expected that several GIS maps will be created for the project for use in public meetings. In addition, at least one MS PowerPoint presentation will be developed for use at public meetings and posting on the Brownfields Project Website.
- **Press Releases (12):** Press releases will be issued through the term of this project to both announce public meeting times and to provide updates on major milestones for the assessment and cleanup phases of the project. The coalition is committed to at least eight press releases during the term of the project.
- **Brownfield Website (1):** The Coalition will produce a Brownfields Project Website that will be hosted by the City of Moscow and will provide all project related information and will serve as the official Information Repository for the project.
- **Quarterly Update Reports (12):** This project will produce numerous status reports including at least 12 quarterly update reports that will compile all project activity for reporting to the EPA Brownfields Project Officer. Other project management reports may include reports produced by the Project Controller related to grant monitoring and financial reporting.
- **Final Report (1):** This project will culminate with the production and delivery of a final report that will summarize all phases of the project and will also include a summary of lessons learned throughout the course of the project.
- **Phase I Environmental Site Assessments (5-10):** Phase I and updated Phase I assessments will be the primary focus during the early phase of this project for properties that have no previous assessment documentation or require updates to facilitate property sales within the project area. The Coalition is hopeful that this project will result in between five (5) and ten (10) Phase I assessments.
- **Phase II Environmental Site Assessments (5-10):** The Coalition is hopeful that multiple Phase II assessments will be completed during the term of this project. Although the exact number of assessments will depend on which specific sites are selected for assessment and on available funding, the Coalition is hopeful that

between five and ten Phase II assessments can be completed with the available funding.

- **Cleanup Plans (5-10):** In addition to the Phase I and II environmental site assessments, the Coalition is hopeful that this project will result in between five (5) and ten (10) cleanup plans

1.3.2 Project Outcomes

This project will have a profound impact on the greater Moscow community. In addition to the immediate environmental, economic, and social benefits that will result from the educational and assessment related activities, the project will also produce outcomes that will have long term beneficial impact to the community. Project outcomes are expected to have positive impacts in the environmental and public health areas and will also have a direct impact on economic development and job creation in Moscow and Latah County. The Coalition has identified several categories of outcomes that will result from this project as detailed below.

- **Improved Environmental Health:** This project will provide essential funds that will result in the removal of environmental dangers that may be biological, physical, or chemical, and can be the result of site contamination, groundwater impacts, surface runoff, migration of contaminants, or wastes dumped on sites. Recent environmental cleanup activities within the immediate area of the properties proposed for assessment have resulted in significant reductions in exposed known contaminants including lead based paint, asbestos, petroleum contaminated soils, heavy metals, and pesticides in the groundwater. Other recent assessments of former railroad properties and other vacant sites have indicated known contaminants in exposed soils that will require removal or capping to avoid exposure to the general public. The cleanup activity that will eventually result from the project assessment funds will thus result in a significant reduction in contaminant exposure.
- **Improved Public Health and Safety:** There are currently multiple unsafe and hazardous conditions throughout the project area which will eventually be eliminated through redevelopment. The assessment funds provided by this project will be a catalyst for redevelopment that will result in the removal of abandoned and derelict structures, open foundations, other infrastructure or equipment that may be compromised due to lack of maintenance, vandalism, deterioration, controlled substance contamination on site, or abandoned buildings and gas station sites.
- **Improved Social Welfare:** The redevelopment that will result from this project will also address the issues of blight, crime, vagrancy, reduced social capital, and social services needs of those living at poverty levels. One of the goals of the Coalition is to provide the children living within the project area safe places to walk, bike and play and know that the food they are eating is safe to consume, and

the homes they live in are not contaminated with hazardous materials. We want to create living-wage jobs for their parents so that they can afford to provide for their children and have the opportunity to live a better life. The EPA Brownfield program is the first source of funding available to the Coalition, and therefore we plan to maximize every accessible option to bring the most benefit to the low-income, elderly and children living in poverty throughout our community.

- **Increased Green Space / Parks:** The Coalition plans to advocate for the creation of park and greenway facilities, noting that there are very few parks currently in the target community. Brownfield funding will assist in determining best locations for creating public green space and walkways and corridors to extend Paradise Path. There are very few publicly-owned lands available for green space in the target community, but some of the vacant properties might be ideal candidates for linear parks or trail connections. Locations where storm water runoff is an issue might be considered for wetland-type parks along the trails. Pedestrian and green space enhancements will buffer manufacturing uses from residential uses, with the added benefit of increasing property values. One specific example of this potential is the significant pedestrian pathways and related open space that is being planned through the Downtown Redevelopment Design Guidelines currently underway at the City of Moscow Community Development Department. This overlay district will cover the core to blocks of the Legacy Crossing District and includes conceptual plans to extend the Hello Walk to connect downtown Moscow and the University of Idaho campus. One of the primary properties proposed for assessment with this project is located at the entrance to this walkway and is thus one of the most critical properties to ensure that public space can be incorporated into the redevelopment.
- **Increased Property Values and Tax Revenue:** When fully redeveloped the Legacy Crossing District is projected to generate significant increases in property tax value. According the 2008 Legacy Crossing Plan, the District will increase property values by over \$108 million dollars when the Plan is completed in 2032. This assessed value would create over \$1.8 million in additional revenue for the local taxing districts. Significant increases in other surrounding properties are also expected to increase significantly with additional development such as with the Southeast Moscow Industrial Park as discussed in detail below.
- **Increase in Leveraged Funds:** The Coalition is intending that the funding for this project will result in significant additional agency funding for redevelopment in the Legacy Crossing District and surrounding areas. One primary track for this funding is the IDEQ Voluntary Cleanup Program which can provide up to \$150,000 of additional cleanup funding per property to reimbursable eligible cleanup expenses. There is also significant financial assistance that can be leveraged through tax increment financing from the Moscow Urban Renewal Agency for brownfield remediation. The Legacy Crossing Plan authorizes environmental remediation expenses as a public benefit eligible for reimbursement from the Agency. One example of the existing partnership

between DEQ and MURA is the Jackson Street Silos Project which will receive \$150,000 through the DEQ VCP Program and \$160,000 from MURA. Additional potential funding sources for remediation and redevelopment include the Idaho Department of Commerce, the U.S. Economic Development Administration, and the Reuse Idaho Brownfields Coalition (RIBC).

- **Increased Redevelopment Activity:** A majority of the parcels that will be assessed through this project and eventually cleaned are underdeveloped or underutilized properties within the Legacy Crossing Urban Renewal District. The Legacy Crossing District is approximately 163 acres total with the largest parcels being either vacant or slated for demolition and redevelopment. It is estimated that this project will provide funding for assessment of approximately 25 acres of land within this prime redevelopment area and could lead to eventual redevelopment of significant more acreage adjacent to these properties.
- **Expedited Development of Southeast Moscow Industrial Park:** One of the largest parcels proposed for assessment and cleanup through this grant is the proposed Southeast Moscow Industrial Park. It is estimated that at full build-out, the proposed industrial park would create of 550 new jobs (utilizing accepted jobs/acre ratios of 10 jobs per acre for industrial development) as well as the addition of \$71 million to the local tax base (assuming a development floor area ratio of 0.5 and a construction value of \$58.24 per sq. ft.¹). This would represent an 8% increase in the current total assessed valuation of the greater Moscow area. In terms of payroll, with the new 550 jobs at full build-out at a conservative estimated average wage of \$15/hour, the project could provide over \$17 million in new payroll.

2. PROJECT TASK DESCRIPTIONS

This section describes the primary tasks and subtasks that will be performed for this project. The project includes the four primary tasks including 1) Project Management and Reporting, 2) Public Outreach and Education, 3) Site Inventory and Characterization (Assessment), and 4) Cleanup Planning.

2.1 TASK 1 – PROJECT MANAGEMENT AND REPORTING

The Coalition has developed an organizational structure and communication network for this project and has assembled an inter-agency project management team as previously detailed in the Organizational Structure and Responsibilities section. The primary goal of the project management and reporting task is to enable efficient delivery of assessment related deliverables and to ensure that the project complies with all reporting requirements, procurement standards, and other statutory requirements.

¹ 2009 January-February edition of Building Safety Journal

2.1.1 Project Management

The objective of the project management task is to ensure efficient communication and delegation of duties to maximize the beneficial impacts of the project on the community. The core management team will be responsible for project management of the core functions of assessment, public outreach and education, and compliance. The selected environmental/public involvement consultant(s) will also be responsible for some project oversight and communication sub-tasks related to site assessment and cleanup planning. The project management task will be ongoing throughout the duration of the project. No project funds will be used for general project management except for those project management tasks specifically related to assessment and cleanup planning and performed by the environmental consultant(s).

Specific milestones and deliverables for this subtask include:

- City of Moscow will contract with up to five (5) environmental consultants and up to two (2) public involvement/outreach consultant(s) who will work in concert with the coalition project team to implement the work plan.

2.1.2 Project Reporting

The objective of the project reporting subtask is to ensure that the project is in compliance with all applicable regulations and that required quarterly progress reports are submitted to EPA in a timely manner. The Project Manager will be responsible for providing Quarterly Progress Reports to the EPA Project Officer within 30 days of the end of each federal fiscal quarter. The Project Controller will be responsible for all other project reporting including but limited to 1) quarterly Minority/Women-owned Business Enterprise (MBE/WBE) reports, and 2) Property Profile Form (PPF) reporting the initiation of assessment activities, i.e. a Phase I assessment, the expenditure of \$1,000 or more of grant funds at a property or the completion of a property within 30 days after the end of the Federal fiscal quarter in which the event occurred. The Project Controller will be responsible for submitting PPFs into the Assessment, Cleanup and Redevelopment Exchange System (ACRES) online reporting system to file activity reports as necessary. The Project Reporting subtask is an ongoing activity and is not budgeted as a reimbursable activity.

Specific milestones and deliverables for this subtask include:

- 12 quarterly reports submitted to EPA Project Officer
- 12 quarterly MBE/WBE reports submitted to EPA Project Officer
- Minimum 15 property profile forms submitted to EPA Project Officer

2.1.3 Staff Training/Travel

The objective of this subtask is to provide essential brownfields training for the Core

Management Team (ED Specialist, Alisa Stone, and Gary Riedner). A primary training activity and deliverable for this subtask will be achieved early in the project by attending the Western Brownfields Workshop taking place in Missoula, MT in September, 2010. The project budget includes \$6,000 for all training and travel activities. Additional training activities may be identified and will be pursued as the budget allows.

Specific milestones and deliverables for this subtask include:

- Three (3) project representatives to attend 2010 Western Brownfields Workshop in Missoula, MT.
- Three (3) project representatives to attend 2011 National Brownfields Conference in Philadelphia, PA.
- Three (3) project representatives to attend 2011 Brownfields and Land Revitalization Conference in Spokane, WA.

2.1.4 Contractor Procurement

The objective of this task is to implement procurement procedures that are in full compliance with all applicable regulations and to ensure that the Coalition is able to select a high-quality consultant to maximize the beneficial impacts of the project. Contractor procurement will be managed by the Project Controller. The Controller will ensure that procurement procedures are completed in conformance with 40 CFR Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and existing City policy governing procurement procedures. The City also has an established Disadvantaged Business Enterprise (DBE) Program to ensure nondiscrimination in the award and administration of federally funded contracts and to create a level playing field for DBE's to participate in City contracts.

It is estimated that the City may contract with up to five (5) consultant firms selected from the RFQ/P. The Consultant and City will agree to a scope of work, schedule, and costs in writing by way of a Task Order for the individual assignments. The selection process will include developing a Request for Qualifications (RFQ) that will stipulate the preferred qualifications for qualified candidates. A selection panel will be established to develop selection criteria and to ensure sufficient input from Coalition members and the community. Following selection of the most qualified consultant, a detailed scope of work will be created to establish the roles and responsibilities for the consultant and Coalition team. Other additional consultants that may be required for the project will be selected on an as-need basis in conformance with all applicable regulations and policies.

The environmental and public involvement consultant selection process will be one of the first tasks to accomplish for this project as this will set the stage to begin assessment work within the project area. This RFQ process will be commenced as soon as the final work plan is approved and will be the primary focus of Core Working Group. The RFQ process will proceed simultaneously with the initial public outreach campaign. Administrative expenses incurred for the selection process are not a reimbursable item in

the project budget and will be covered by the City of Moscow and other Coalition members.

Specific milestones and deliverables for this subtask include:

- Minimum five (5) consultant procurement completed including RFQ process and executed contract.

2.1.5 Final Performance Report

The objective of this task is to provide a final written report of the project to the EPA Project Officer within 90 days of completion of the project. The Project Manager will have the primary responsibility for developing the final report with assistance provided by Project Controller, and the Core Working Group. The report will include a summary of all primary tasks completed for the entire duration of the project. A summary of all assessment and cleanup planning activities will be provided by property including photos, as well as a summary of all phases of the public outreach and education component of the project. The final performance report will also include a summary of lessons learned by all consultants and contractors involved with the project as well as lessons learned by the Coalition members. A Federal Financial Report (SF-425) will be submitted to the Las Vegas Finance Center. Finally, a summary fact sheet for the project will be created that will allow EPA, IDEQ, Coalition members and other interested parties to demonstrate the success of the Brownfields Program. The production costs incurred for the final report are not a reimbursable item for this project.

Specific milestones and deliverables for this subtask include:

- 1 final report submitted to EPA Project Officer

2.2 TASK 2 - PUBLIC INVOLVEMENT

The Coalition is dedicated to ensuring that the general public, property owners, and community organizations are educated about this project and have an ample opportunity to inform this project throughout its term. Details on the public outreach and education, public involvement, and information sharing resources components of the project are detailed in the following sections.

2.2.1 Public Outreach and Involvement

The objective of the Public Outreach and Involvement subtask is to ensure that the general public has an opportunity to be educated about and have opportunity to provide comment during all phases of the project. The City of Moscow believes in extensive community outreach to involve stakeholders, community members, target populations and all interested persons the opportunity to learn, give input, and ask questions about any City projects or programs. Various methods of information distribution will be used to get community members involved and feel like they have a stake in the future

development of their community. The City of Moscow's Civil Rights Title VI Management Plan will be followed in implementation and management of this project to provide assistance as requested. The Coalition will also ensure that the public is kept informed of project progress and results by building on the already solid foundation of public outreach from the City of Moscow's community visioning program, updated Comprehensive Plan and the 2008 Economic Development Strategic Action Plan process.

Primary oversight of the Public Outreach and Involvement task will be provided by the ED Specialist and the Public Involvement/Outreach Consultant(s).

Specific milestones and deliverables for this subtask include:

- 4 project fact sheets issued
- 12 press releases issued
- 6 educational events held
- 4 public meetings conducted
- 6 targeted mailings completed

In addition to this general outreach campaign the public information process will also be enhanced by coordinating working meetings and other communication with the Steering Committee. As detailed in the Organization Structure and Responsibilities section, the Steering Committee represents a comprehensive cross section of the Coalition community. The Steering Committee will provide comments and recommendations for the project and will also serve to disseminate project information back to their respective community organizations, which will ensure a two-way communication cycle.

Total costs for this subtask are budgeted at \$42,000. Supply costs allocated for printing/copying handouts, fact sheets, letters and materials for public outreach, committee coordination, and postage total \$2,000 while contracted services for public outreach and education activities managed by the Public Involvement/Outreach Consultant are budgeted at \$40,000.

2.2.2 Other Public Information – Project Website

The objective of this subtask is to provide additional resources and methods to collect and disseminate information about the project. To accomplish this, the Coalition will create a Brownfields Project webpage that will be hosted on the City of Moscow's website. This webpage will serve as an electronic information repository for all project records. Examples of documents to be placed in the information repository include the cooperative agreement work plan, inventory of brownfields and the criteria used to prioritize for assessment, site investigation reports, any proposed cleanup plans, Analysis of Brownfields Cleanup Alternatives (ABCA) notices, and cleanup standards referenced.

The Brownfields Project webpage will also provide project maps and photographs as well as information about the project management team and contact information for key staff for the project. The webpage will allow opportunities to collect additional public

comment via email and will allow increased information access and input from remote locations. The website will also enable links to relevant project partner programs such as the EPA Brownfields Program and IDEQ's Brownfields Program to increase awareness of available resources for brownfield remediation. This subtask will be ongoing throughout the duration of the project term at the direction of the Project Manager. City of Moscow staff will provide website support services and no reimbursable funds are required for this subtask.

Specific milestones and deliverables for this subtask include:

- 1 Project Website developed to serve as project portal and information repository.

2.3 TASK 3 – SITE INVENTORY AND CHARACTERIZATION

2.3.1 Site Inventory

The objective of this subtask is to establish an inventory of specific sites that will be assessed during the term of this project. Considerable inventory work has already taken place during the initial application phase for this project. The City of Moscow Planning Department has conducted a real-estate potential redevelopment index of all the vacant or underutilized parcels in Legacy Crossing and the Southeast Moscow Industrial Park area. An initial review of historic records at IDEQ's regional office and Sanborn Fire Insurance Maps combined with local knowledge, and the 2009 IDEQ brownfields inventory helped identify the five (5) sites proposed for assessment in the original grant application. The IDEQ also provided a preliminary list of 119 potential brownfield sites in the area, by reviewing regional leaking underground storage tank records on file at the IDEQ Regional Office and conducting an area windshield survey of suspect properties. This initial inventory work will be relied on as a basis for the site inventory and will be augmented and refined by utilizing a point and geographic information system (GIS) to rate and rank other parcels for inclusion into the inventory. The point system shall be based on the following property criteria:

- Willing participant/landowner = 5 points
- Property located within the Legacy Crossing Urban Renewal District = 4 points
- Property located adjacent to an arterial or collector roadway = 3 points
- Property served by public water and sewer = 2 points
- Larger parcels (greater than three (3) acres) under single ownership = 1 point

Specific milestones and deliverables for this subtask include:

- GIS database inventory based on a property point system.
- Final site inventory developed and delivered to EPA Project Officer.

2.3.2 Candidate Site Identification

The objective of this subtask is to provide a methodology for the selection and review of sites that will receive assessments funds through this project. As noted in the previous subtask, an initial inventory of sites was conducted during the grant application phase. This inventory led to the selection of five (5) initial sites that were identified and proposed for assessment. Although a majority of the initial five (5) sites are still prime candidates for assessment there may be changes to the specific sites initially proposed because of recent sales or lack of willing participation from the landowner. However, since the sites are located in a former industrial/railroad corridor the replacement sites will most likely be adjacent to or have similar characteristics to the original proposed sites. The willingness of property owner participation will have a very strong influence on which specific sites are identified for further assessment. Coalition staff will have the lead responsibility for identifying the sites that will be submitted to EPA for the site eligibility determination process. The Coalition will solicit public involvement regarding the inventory site selection process throughout the entire project horizon. The Coalition will utilize outreach, facilitation and event services to identify and engage both traditional and non-traditional audiences.

Specific milestones and deliverables for this subtask include:

- Request for public comment regarding the GIS database developed as per section 2.3.1.
- Minimum five (5) sites selected and approved for assessment by EPA.

2.3.3 Site Characterization – Phase I Assessment

The objective of this subtask is to conduct Phase I environmental site assessments, which will serve as the base assessment activity for the sites selected for funding under this grant. The Coalition will select a primary environmental consultant(s) who shall have the lead responsibility for conducting Phase I Assessments. The environmental consultant(s) shall have the responsibility to ensure that all Phase I site characterization and assessments carried out under this agreement will be performed in accordance with EPA's standard for All Appropriate Inquiries. The environmental consultant(s) shall use the practices in ASTM standard E1527-05 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule. If an ASTM Phase I Assessment has already been completed for any of the candidate properties, the environmental consultant(s) shall document when and by whom the Phase I was completed and a copy will be held in the Coalition's project file. The Coalition is hopeful that between five (5) and ten (10) Phase I Assessments can be completed during the term of this project. The proposed budget for Phase I Assessments for this project is \$50,000 total, with \$10,000 provided from the petroleum budget and \$40,000 from the hazardous waste budget.

Specific milestones and deliverables for this subtask include:

- Minimum five (5) Phase I Assessments completed.

2.3.4 Site Characterization – Phase II Assessment

The objective of this sub task is to conduct Phase II environmental site assessments as needed to advance the assessment and characterization of the selected properties. The Phase II assessment activity is the primary use of funding for this project. In certain cases the Phase I assessment may recommend a Phase II study or the selected property may have already received initial Phase I assessment. In any event, the Coalition will work with the EPA Project Officer and IDEQ to identify and prioritize the sites that will be qualified for Phase II assessment activity. The lead entity for the Phase II assessment activity will be the Coalition's selected environmental consultant(s), who shall be responsible for ensuring that all assessments are conducted in conformance with applicable EPA and IDEQ standards. The proposed budget for Phase II site assessments is \$320,000 total, comprised of \$52,500 from the petroleum budget, \$267,500 from the hazardous waste budget.

Specific milestones and deliverables for this subtask include:

- Minimum 5 Phase II Assessments completed.

2.3.5 ESA and NHPA Requirements

The objective of this subtask is to ensure that all project activities are conducted in full compliance with the Endangered Species Act (ESA) and National Historic Preservation Act (NHPA). The Coalition's Project Manager shall be responsible for providing the EPA's Project Officer all of the necessary documentation to expedite review under ESA and NHPA if required at any time during this project. This information includes but is not limited to the location of the project, any threatened or endangered species or habitat which may be affected by the project, whether the site is considered to be of concern by the State Historic Preservation Officer, a list of Tribes who may believe the site or project could disturb cultural resources, and an evaluation as to whether project plans could have adverse effects on endangered species or historic and cultural resources. Since a majority of the proposed sites will be located in the downtown and Legacy Crossing areas, the Coalition expects that the impact of ESA and NHPA review for the project will be minimal. The Coalition will provide the required information for ESA and NHPA review without requesting reimbursement for any expenses. In such case where the Coalition's selected environmental consultant(s) provides review information as a course of conducting an environmental assessment, those costs will be funded as determined through the Phase I and Phase II assessment sub tasks.

Specific milestones and deliverables for this subtask include:

- Minimum five (5) completed ESA and NHPA determinations from EPA on sites prior to Phase II assessment activities.

2.3.6 Quality Assurance Project Plan (QAPP) and Health and Safety Plan

The objective of this subtask is to ensure that any sampling activity that is funded through this project is done in compliance EPA's requirements for a site specific Quality Assurance Project Plan (QAPP) and an OSHA-compliant Health and Safety Plan. QAPPs must be prepared and submitted to EPA for review and concurrence before any sampling working is commenced. The Coalition's selected environmental consultant(s) shall have the lead responsibility for preparing any required QAPP or Health Safety Plan and submitting QAPPs for EPA review. The expenses for preparing any required QAPP or Health Safety Plan is included in the budget for the Phase II Assessment subtask. No additional funding is provided for plan development other than those provided under the proposed assessment budget.

Specific milestones and deliverables for this subtask include:

- Site specific HSPs completed and in project file
- Site Specific QAPPs approved by EPA prior to Phase II work

2.4 TASK 4 - CLEANUP PLANNING

2.4.1 Analysis of Brownfields Cleanup Alternatives

The objective of this task is to provide a process for the first step in cleanup planning through the development of Analysis of Brownfield Cleanup Alternatives (ABCA). At a minimum, the ABCA will include a site description and detailed description of contamination (i.e., exposure pathways, contaminant sources, types and levels of contamination, etc.), cleanup standards, and applicable laws. The ABCA must also discuss alternatives considered (at least two, evaluated in terms of effectiveness, implementation and cost) and the proposed cleanup plan. The ABCA document must go out for public comment for at least 30 days prior to beginning cleanup. The ABCA will also be reviewed by IDEQ's VCP project manager prior to making the document available for public comment to ensure that the cleanup plans will ultimately be acceptable to the State. The Coalition's selected environmental consultant shall have be the lead for this task with considerable input through the public education and outreach process. The budget for this subtask is included in section 2.4.2 Final Cleanup Planning.

Specific milestones and deliverables for this subtask include:

- Minimum five (5) ABCA's prepared for public review and comment.

2.4.2 Final Cleanup Planning

The objective of this subtask is to provide final cleanup plans that can be used as the basis for remediation of contaminants identified in the assessment phase of the project. After the Public Notice and comment period on the ABCA described above, the Final Cleanup Plan will document any significant comments received and how they were/are

being responded to (such as a change in the cleanup plan, if there is such a change) and the final cleanup plan to be implemented with federal funds. The Final Cleanup Plan should include the cleanup standards to be achieved and any institutional, land use or engineering controls that will be required as part of the cleanup. This document should be submitted to the IDEQ VCP project manager for concurrence that the Cleanup Plan can be expected to meet State cleanup requirements. The Coalition's environmental consultant shall have the lead for producing the Final Cleanup Plans, with significant coordination and oversight with the Coalition Management Team, the EPA Project Coordinator, and IDEQ. The Final Cleanup Planning budget is \$50,000, with \$20,000 from Petroleum funds, \$30,000 from Hazardous Substance funds. The budget for this subtask shall be allocated to both ABCA development and development of the Final Cleanup Plans.

Specific milestones and deliverables for this subtask include:

- Minimum five (5) Final Cleanup Plans prepared and approved by IDEQ and EPA.

2.4.3 Cleanup (Remedial) Design

The objective of this subtask is to prepare solicitations and contracts for consultant design and oversight to implement any of the Final Cleanup Plans that are developed for this project. The Coalition members will have the lead responsibility to develop such solicitations and contracts and shall work in conjunction with the EPA Project Officer and IDEQ. No specific budget has been allocated for this subtask, but funding may be available depending on which specific properties are assessed and the extent of the cleanup required for each property.

Specific milestones and deliverables for this subtask include:

- Solicitations and contracts developed for specific properties as budget allows.

3. SCHEDULE AND DELIVERABLES

DUE DATE (Grant Award Date 09/12/10)	ITEM	SEND TO:			
		EPA PO	STATE	GRANTS	FINANCE
General Project Activities (in monthly ranges):					
Month 2	Attendance at 2010 Western Brownfields Workshop, Missoula MT	X			
Month 2	Coalition Memorandum of Understanding (City of Moscow, Latah County, Moscow URA)	X			
Month 6	Grantee Profile Entered into ACRES	X			

DUE DATE (Grant Award Date 09/12/10)	ITEM	SEND TO:			
		EPA PO	STATE	GRANTS	FINANCE
Month 7	Attendance at National Brownfields Conference, Philadelphia PA	X			
Month 8	Attendance at Brownfields Land & Revitalization Conference, Spokane WA	X			
Month 9	Project Website Launched				
Month 8-9	Procure/Contract Consulting Services for Public Involvement and Environmental Consulting Services	X			
Month 10, 14, 18, 22, 26, 30	Coordinated Public Outreach Activities	X	X		
Month 11	Public Meeting – Kick Off	X	X		
Month 10-30	Site Selection	X	X		
Month 10-30	Site Eligibility Requested/Confirmed (for petroleum include State)	X	X		
Before Start of Field Work	QAPP / Health and Safety Plan	X			
Before Start of Field Work	ESA / NHPA Letter	X			
Month 11-30	Phase I Site Assessments	X			
Month 13	Attendance at 2011 Western Brownfields Workshop				
Month 13	First Year Fact Sheet Issued	X			
Month 16-24	Phase II Site Assessments	X			
Month 25	Second Year Fact Sheet Issued	X			
Month 37	Third Year / Final Fact Sheet Issued	X			
Project Reporting Schedule (by specific date):					
Report Due 1/30/11	Quarterly Progress Report No. 1 for Period 9/12/10 – 12/31/2010	X			
Report Due 4/30/11	Quarterly Progress Report (QPR) No. 2 for Period 01/01/11 - 03/31/11	X			
Report Due 4/30/11	MBE/WBE Report – Submit with QPR	X (copy)		X	

DUE DATE (Grant Award Date 09/12/10)	ITEM	SEND TO:			
		EPA PO	STATE	GRANTS	FINANCE
Reimbursement Request Due 06/15/11	Reimbursement Request No. 1 - Project Expenses 9/12/10 – 5/330/11	X (copy)			X
Report Due 7/30/11	Quarterly Progress Report (QPR) No. 3 for Period 04/01/11 - 06/30/11	X			
Report Due 07/30/11	MBE/WBE Report – Submit with QPR	X (copy)		X	
Report Due 10/30/11	Quarterly Progress Report (QPR) No. 4 for Period 07/01/11 - 09/30/11	X			
Report Due 10/30/11	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 10/30/11	Reimbursement Request No. 2-Project Expenses 06/01/11 – 09/30/11	X (copy)			X
Report Due 01/30/12	Quarterly Progress Report (QPR) No. 5 for Period 10/01/11 - 12/31/11	X			
Report Due 01/30/12	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 01/30/12	Reimbursement Request No. 3 - Project Expenses 10/01/11 – 12/31/11	X (copy)			X
Report Due 04/30/12	Quarterly Progress Report (QPR) No. 6 for Period 01/01/12 - 03/31/12	X			
Report Due 04/30/12	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 04/30/12	Reimbursement Request No. 4 - Project Expenses 01/01/12 –03/31/12	X (copy)			X
Report Due 7/30/12	Quarterly Progress Report (QPR) No. 7 for Period 04/01/12 - 06/30/12	X			
Report Due 07/30/12	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 07/30/12	Reimbursement Request No. 5 - Project Expenses 04/01/12 – 06/30/12	X (copy)			X
Report Due 10/30/12	Quarterly Progress Report (QPR) No. 8 for Period 07/01/12 - 09/30/12	X			

DUE DATE (Grant Award Date 09/12/10)	ITEM	SEND TO:			
		EPA PO	STATE	GRANTS	FINANCE
Report Due 10/30/12	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 10/30/12	Reimbursement Request No. 6 - Project Expenses 07/01/12 – 09/30/12	X (copy)			X
Report Due 01/30/13	Quarterly Progress Report (QPR) No. 9 for Period 10/01/12 - 12/31/12	X			
Report Due 01/30/13	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 01/30/13	Reimbursement Request No. 7 - Project Expenses 10/01/12 – 12/31/12	X (copy)			X
Report Due 04/30/13	Quarterly Progress Report (QPR) No. 10 for Period 01/01/13 - 03/31/13	X			
Report Due 04/30/13	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 04/30/13	Reimbursement Request No.8 -Project Expenses 01/01/13 –03/31/13	X (copy)			X
Report Due 7/30/13	Quarterly Progress Report (QPR) No. 11 for Period 04/01/13 - 06/30/13	X			
Report Due 07/30/13	MBE/WBE Report – Submit with QPR	X (copy)		X	
Reimbursement Request Due 07/30/13	Reimbursement Request No. 9 - Project Expenses 04/01/13 – 06/30/13	X (copy)			X
Report Due 10/30/13	Quarterly Progress Report (QPR) No. 12 (Final) for Period 07/01/13 - 09/30/13	X			
Report Due 10/30/13	MBE/WBE Report (Final) – Submit with QPR	X (copy)		X	
Reimbursement Request Due 10/30/13	Reimbursement Request No. 10 (Final) - Project Expenses 07/01/13 – 09/30/13	X (copy)			X
Months 36 – 39	Federal Financial Report SF-425	X(copy)			X
Months 36 – 39	Closeout Reports	X(copy)		X	

4. BUDGET

4.1 Budget Table

Budget Categories	Project Tasks				
(Programmatic costs only)	Task 1: Project Management	Task 2: Community Outreach	Task 3: Assessments (Phase I/II)	Task 4: Cleanup Planning	TOTAL
	Petroleum Program				
Personnel	0	0	0	0	0
Fringe	0	0	0	0	0
Travel	2,000	0	0	0	2,000
Supplies	0	500	0	0	500
Contractual	4,250	10,000	62,500	20,000	96,750
Subtotals	\$6,250	\$10,500	\$62,500	\$20,000	\$99,250
Percent of Total Budget					21%
	Hazardous Substances Program				
Personnel	0	0	0	0	0
Fringe	0	0	0	0	0
Travel	4,000	0	0	0	4,000
Supplies	0	1,500	0	0	1,500
Contractual	4,250	30,000	306,000	30,000	370,250
Subtotals	\$8,250	\$31,500	\$306,000	\$30,000	\$375,750
Percent of Total Budget					79%
	Totals				
Grand Totals	\$14,500	\$42,000	\$368,500	\$50,000	\$475,000
Percent of Total Budget	3%	9%	78%	11%	100%

4.2 Budget Narrative

The total EPA funded budget for this project is \$475,000, comprised of \$99,250 from the petroleum budget and \$375,500 from the hazardous waste budget. Significant additional funding and in-kind services will be provided by Coalition members and community organizations. Details on the budget for each of the four primary tasks are provided in the following sections.

4.2.1 Task 1: Project Management

The EPA funded budget for the Project Management phase of this project is \$14,500, comprised of \$6,250 from the petroleum budget and \$8,250 from the hazardous waste

budget. The funds for this budget are allocated to contractual expenses, which will cover costs for the environmental consultant(s)' time on project management and reporting outputs, and to travel expenses for Coalition members attendance at three Brownfields Workshops, as more specifically defined as follows:

Contractual Expenses:

(4 hours/month) x (\$85/hour) x (25 consultant months) = **\$8,500**

Travel:

Western Brownfields Conference: 3 People x 3 days to Missoula, MT = \$1,000

National Brownfields Conference: 3 People x 5 days to Philadelphia, PA = \$4,500

Brownfields Land & Revitalization Conference: 3 People x 2 days to Spokane, WA = \$500

Total Travel = **\$6,000**

Total Project Management = **\$14,500**

4.2.2 Task 2: Community Outreach

The EPA funded budget for the Community Outreach phase of this project is \$42,000, comprised of \$10,500 from the petroleum budget and \$31,500 from the hazardous waste budget. The funds for this budget are allocated to contractual services for public involvement/ outreach, more specifically defined as follows:

Supplies:

\$40,000 in two (2) public involvement/outreach contract(s) plus 5% average for supply costs = **\$2,000**

Contractual:

The Public Involvement/Outreach services will assist in providing opportunities for various stakeholders to participate in meaningful and substantively in the planning and execution of the brownfield assessment and planning process. Services may involve the preparation of project fact sheets, press releases, targeted mailings, and updating the City's Brownfield project webpage and organizing educational events and public meetings. Services are to be provided on an as-needed basis under a Task Order process.

Total Community Outreach = **\$42,000**

4.2.3 Task 3: Assessments (Phase I/II)

The EPA funded budget for the Environmental Assessments phase of this project is \$368,500, comprised of \$62,500 from the petroleum budget and \$306,000 from the hazardous waste budget. The funds for this budget are allocated solely to contractual expenses and will cover costs for the environmental consultant(s) to produce environmental assessments for this project. The budget for this phase is based on the assumption that at a minimum the original five (5) sites (or similar replacement sites) will be assessed. IDEQ assisted the Coalition in preparing the budget for this phase which is more specifically defined as follows:

Site 1: (Phase I @ \$5,000) + (Phase II @ \$55,000)	=	\$ 60,000
Site 2: (Phase I @ \$5,000) + (Phase II @ \$35,000)	=	\$ 40,000
Site 3: (Phase I @ \$10,000) + (Phase II @ \$70,000)	=	\$ 70,000
Site 4: (Phase I @ \$5,000) + (Phase II @ \$60,000)	=	\$ 65,000
Site 5: (Phase I @ \$15,000) + (Phase II @ \$118,500)	=	<u>\$133,500</u>

Total: **\$368,500**

Note: The above estimates were developed with input from IDEQ with assessment rates varying based on the parcel size and available known historical uses on each property. The budgeted amounts assume no prior assessment activity on the parcels and are considered more than adequate to perform assessments on at least these five (5) properties or similar replacement properties. Any excess funds not used for these specific properties will be applied to additional environmental assessments as more properties are identified and as funds allow.

4.2.4 Task 4: Cleanup Planning

The EPA funded budget for the Cleanup Planning phase of this project is \$50,000, comprised of \$20,000 from the petroleum budget and \$30,000 from the hazardous waste budget. The funds for this budget are allocated solely to contractual expenses and will cover costs for the environmental consultant(s)' time to conduct cleanup planning activities. The budget was estimated as follows:

Cleanup Planning: (5 sites @ \$10,000 average / site) = **\$50,000**

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOALS

Formerly the Minority-Owned Business Enterprise and Woman-Owned Business Enterprise (MBE/WBE) Program, the Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and goaling program designed to increase and encourage the utilization and participation of DBEs in procurements funded by EPA assistance agreements. The Office of Small Business Program's Indirect Procurement Team establishes policy and provides procedural guidance for the DBE Program. The DBE Program requirements apply to all procurements for equipment, supplies, construction and services under all EPA grants and cooperative agreements. Minority Business Enterprises (MBEs) are entities that are at least fifty one percent (51%) owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively. The Women's Business Enterprises (WBEs) are entities that are at least fifty one percent (51%) owned and/or controlled by women (under the ten percent [10%] and eight percent [8%] statutes).

Recipients of EPA financial assistance agreements are required to seek, and encouraged to utilize small, minority, and women-owned businesses for their procurement needs under the financial assistance agreement. In an effort to ensure that minority-owned business enterprises (MBEs) and woman-owned business enterprises (WBEs) receive a "fair share" of procurement opportunities funded by EPA financial assistance agreements, it is required that all financial assistance recipients negotiate objectives/goals for MBE/WBE utilization. A fair share objective is a goal based on the capacity and availability of qualified, certified MBEs and WBEs in the relevant geographic market for the grant recipient in the procurement categories of construction, equipment, services, and supplies compared to the number of all qualified entities in the same market for the same procurement categories. However, a fair share objective is not a quota and a recipient cannot be penalized for not meeting its fair share objectives.

The Good Faith Efforts listed below are required methods implored by all EPA financial assistance agreement recipients to ensure that all Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars.

The Six (6) Good Faith Efforts are as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

It is important to remember that for grant recipients, documentation of your efforts to implement the good faith efforts in your procurements is the key to a successful program. Additional information regarding the DBA program and requirements is located at:

http://www.epa.gov/osdbu/dbe_team.htm

CITY will ensure, to the fullest extent possible, that EPA's "fair share" objectives for CONSULTANT and SUBCONSULTANT(S) are made available to eligible DBE's. CONSULTANT shall also agree to support the DBE program in procurement of SUBCONTRACTS. The average percentages for "fair share" goals for this project are as follows:

	MBE	WBE
Supplies:	.10%	.30%
Services:	.70%	1.40%
Equipment	.10%	.30%

Records supporting the percentages of DBE business participation shall be maintained by CONSULTANT and shall be provided to the CITY with each reimbursement request using the form in the website listed above for MBE/WBE reporting.

ATTACHMENT III

DEBARMENT CERTIFICATION FORM

This statement must be reproduced on company letterhead and signed by an authorized representative of the company.

I, _____ an authorized representative of _____ (company) certify
that _____ (company) is not debarred from receiving Federal funds.

(Signature)

(Print Name)

(Title)

(Date)

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ATTACHMENT IV

SUBCONSULTANT(S) LIST

Information Regarding SUBCONSULTANT(S)' Participation:

1. SUBCONSULTANT(S)' list shall include name and complete address of all SUBCONSULTANT(S) who will receive more than one half of one percent (0.5%) of CONSULTANT's fee.
2. CONSULTANT shall also submit SUBCONSULTANT(S) commitment letters on SUBCONSULTANT(S)' letterhead, no more than one (1) page each, from SUBCONSULTANT(S) listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the Project.
3. SUBCONSULTANT(S) shall be used for scope of work listed. No changes to this SUBCONSULTANT(S) list will be allowed without prior written CITY approval.

Name of SUBCONSULTANT(S)	Scope of Work	% of Contract	\$ Amount of Contract	* DBE (MBE/ WBE)	**WHERE CERTIFIED
*For information only. As appropriate, CONSULTANT shall identify SUBCONSULTANT(S) as: DBE = Certified Disadvantaged Business Enterprise to include MBE and WBE **For information only. As appropriate, CONSULTANT shall indicate if SUBCONSULTANT(S) is certified by: State of Idaho or another location.					

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SAMPLE PROFESSIONAL SERVICE CONTRACT

AGREEMENT BETWEEN
THE CITY OF MOSCOW, IDAHO
AND [*****] FOR CONSULTING SERVICES
(PROJECT _____)

This Agreement is made and entered into between the City of Moscow, Idaho (hereinafter "CITY"), and [*insert name of Consultant*] (hereinafter "CONSULTANT") for the CONSULTANT to provide professional services to CITY on [*identify Project*] (hereinafter "Project").

RECITALS

CITY wishes to retain the services of a professional [*describe nature of firm being consulted*] firm to provide assistance [*briefly describe nature of CONSULTANT services*]; (hereinafter "Professional Services"), to CITY on an as-needed, hourly fee basis, in working with EPA eligible brownfield sites.

CITY wishes CONSULTANT to | **describe tasks in general terms** | (hereinafter "Project ____").

CONSULTANT represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

CITY and CONSULTANT [together, the Parties] wish to enter into an Agreement whereby CITY will retain CONSULTANT to provide, and CONSULTANT shall provide, the Professional Services for Project ____ on an as-needed, hourly fee basis (hereinafter "Agreement").

In consideration of the above recitals and the mutual covenants and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

ARTICLE I

CONSULTANT SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services. CONSULTANT shall perform the Professional Services as set forth in the written Scope of Services as set out in Exhibit "A", attached hereto and which is incorporated herein by reference, the same as if fully transcribed and copied herein. Professional Services which will be determined by CITY on an as-needed basis and presented to

CONSULTANT as an individual Task. CONSULTANT shall perform each Task at the direction of CITY and as more specifically described in each Task Order Authorization Task Order Exhibit B to this Agreement on a form similar to the example provided in _____.

1.1.1 Task Order. Prior to beginning performance in response to a Task Order, CONSULTANT shall execute the Task Order and acknowledge receipt and acceptance of the Task Order. Each Task Order shall include a description of the services to be provided, a cost estimate, and the time for completion. The Task Order shall include all activities or work reasonably anticipated as necessary for successful completion of each Task requested by CITY.

1.1.2 Non-Exclusivity. CONSULTANT agrees that this Agreement is non-exclusive and that CITY may enter into agreements with other consulting firms to perform substantially the same or similar professional services during the term of this Agreement.

1.2 Unique Professional Services. It is understood that this Agreement is for unique Professional Services. CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement, in a thorough, competent and professional manner. Retention of the CONSULTANT's Professional Services is based on the particular professional expertise of the individuals rendering the services set forth in the Scope of Services. Accordingly, portions of the described services may not be delegated to other members of the team or SUBCONSULTANT(S) without prior written consent by CITY.

1.3 CITY Designated Representative and CONSULTANT Contact. CONSULTANT shall provide the Professional Services under the direction of a representative of CITY, designated by CITY Supervisor (Designated Representative). CITY's Designated Representative shall communicate with CONSULTANT on all matters related to the administration of this Agreement and CONSULTANT's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with CITY, those communications will be with the Designated Representative, unless the Designated Representative or this Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by CITY, that act or approval shall be performed by CITY Supervisor or designee, unless the Agreement specifies otherwise. [*name of CONSULTANT's designated representative*] is the principal person responsible for delivery of all Professional Services and may not be removed from that role without CITY's prior written approval. In the event that CONSULTANT's designated representative becomes unavailable for any reason, CITY must be consulted as to any replacement CONSULTANT's contact. Further, CITY reserves the right, after consultation with CONSULTANT, to require removal of CONSULTANT's employees or agents from CITY matters.

1.4 Modification of Scope of Services. CITY may, without invalidating this Agreement, order changes in any Task or the Scope of Services by altering, adding to or deducting from the services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in CONSULTANT's cost of, or the time required for, the performance of any of the Professional Services, CONSULTANT shall immediately notify CITY.

1.5 Written Authorization. Throughout the term of this Agreement, CONSULTANT shall immediately advise CITY in writing of any anticipated changes to any Task, including any changes to the time for completion, and shall obtain CITY's written consent to the change prior to making any changes. In no event shall CITY's consent be construed to relieve CONSULTANT from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

1.6 Confidentiality of Services. All Professional Services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by CONSULTANT, pursuant to this Agreement, are for the sole use of CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT, or (c) otherwise becomes known to CONSULTANT other than through disclosure by CITY. Except for SUBCONSULTANT(S) covered by Section 4.6, neither the documents nor their contents shall be released to any third party without the prior written consent of CITY.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement. Unless otherwise terminated, this Agreement shall be effective for issuing new Task Orders and it shall be effective until completion of the Scope of Services with CONSULTANT for ___ months/years, whichever comes first. Active Task Orders which are not complete at the time the Agreement terminates, shall continue or shall be amended as required, so the Task Order may be completed.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order.

2.3 Notification of Delay. CONSULTANT shall immediately notify CITY in writing if CONSULTANT experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of, the delay. If in the opinion of CITY, the delay affects a material part of the Task, CITY may exercise its rights under Sections 2.5 and 2.6 of this Agreement.

2.4 Delay. If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle CONSULTANT to a reasonable extension of time, but such delay shall not entitle CONSULTANT to damages or additional compensation. Any such extension of time must be approved in writing by CITY.

The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of CONSULTANT's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between CITY and CONSULTANT; provided, however, that: (a) this provision shall not apply to, and CONSULTANT shall not be entitled to an extension of time for a delay caused by the acts or omissions of CONSULTANT; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle CONSULTANT to an extension of time unless CONSULTANT furnishes CITY, in a timely manner, documentary proof satisfactory to CITY of CONSULTANT's inability to obtain materials, equipment, or labor.

2.5 CITY's Right to Terminate for Convenience. CITY may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to CONSULTANT. Such notice shall be delivered by certified mail with return receipt for delivery to CITY. The termination of the Professional Services shall be effective upon receipt of the notice by CONSULTANT. After termination of this Agreement, CONSULTANT shall complete any and all additional work necessary for the orderly filing of documents and closing of CONSULTANT's Professional Services under this Agreement. For services rendered in completing the work, CONSULTANT shall be entitled to fair and reasonable compensation for the Professional Services performed by CONSULTANT before the effective date of termination. After filing of documents and completion of performance, CONSULTANT shall deliver to CITY all reports, letters, calculations, and other documents or records related to CONSULTANT's Professional Services on all Tasks. By accepting payment for completion, filing and delivering documents as called for in this paragraph, CONSULTANT discharges CITY of all of CITY's payment obligations and liabilities under this Agreement.

2.6 CITY's Right to Terminate for Default. If CONSULTANT fails to perform or adequately perform any obligation required by this Agreement, CONSULTANT's failure constitutes a default. A default includes CONSULTANT's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If CONSULTANT fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from CITY specifying the nature of the default, CITY may immediately cancel and/or terminate this Agreement, and terminate each and every right of CONSULTANT, and any person claiming any rights by or through CONSULTANT under this Agreement. The rights and remedies of CITY enumerated in this Section are cumulative and shall not limit, waive, or deny any of CITY's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to CITY against CONSULTANT.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. CITY shall pay CONSULTANT for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed _____ dollars (\$) [*insert total amount allocated for performance of Scope of Services*] as set forth in the Fee Schedule [Exhibit C]. (*CITY shall pay CONSULTANT for any additional as-needed tasks, in an amount not to exceed _____ dollars [\$_____], in accordance with the Fee Schedule.*) There shall be no additional compensation for services or CONSULTANT expenses not specifically included in the Fee Schedule.

3.2 Manner of Payment. CONSULTANT shall submit to CITY one (1) original invoice per calendar month for Professional Services performed and expenses incurred in accordance with this Agreement. CONSULTANT shall include with each invoice a description of completed work. Invoices shall provide detailed billing information including, but not limited to, a detailed description of the service rendered, date of service, CONSULTANT time devoted to service, CONSULTANT name, billing rate, and total amount billed per each service. A receipt for each category of expense must accompany the invoice to qualify for reimbursement by CITY. Invoices to CITY must be in accordance with the Scope of Services and the Fee Schedule and will be payable, if approved, within thirty (30) calendar days of receipt. A charge of one percent (1%) per month will be added by CONSULTANT to all past due accounts; however, this provision shall not apply to any amounts in dispute. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. CONSULTANT agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional practicing in the same field of service in the State of Idaho. Where approval by CITY is required, it is understood to be general approval only and does not relieve CONSULTANT of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Compliance with Controlling Law. CONSULTANT shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, CONSULTANT shall comply immediately with all directives issued by CITY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of Idaho shall govern and control the terms and conditions of this Agreement.

4.3 Maintenance of Records. CONSULTANT shall maintain books, records, logs, documents and other evidence sufficient to record all actions taken with respect to the rendering

of the Professional Services, throughout the performance of the Professional Services and for a period of five (5) years following completion of the Professional Services for the Project. CONSULTANT further agrees to allow CITY to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times.

4.4 Right to Audit.

4.4.1 Access. CITY retains the right to review and audit, and the reasonable right of access to CONSULTANT's and any SUBCONSULTANT(S)' premises to review and audit CONSULTANT's or SUBCONSULTANT(S)' compliance with the provisions of this Agreement (CITY's Right). CITY's Right includes the right to inspect and photocopy same, and to retain copies, outside of the CONSULTANT's premises, of any and all Project related records with appropriate safeguards, if such retention is deemed necessary by CITY in its sole discretion. This information shall be kept by CITY in the strictest confidence allowed by law.

4.4.2 Audit. CITY's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that CITY determines are necessary to discover and verify that CONSULTANT or SUBCONSULTANT(S) is in compliance with all requirements under this Agreement.

4.4.2.1 Cost Audit. If there is a claim for additional compensation, CITY's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that CITY determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

4.4.2.2 Accounting and Other Records. CONSULTANT and all SUBCONSULTANT(S) shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. CONSULTANT and SUBCONSULTANT(S) shall make available to CITY for review and audit all Agreement related accounting records and documents, and any other financial data. Upon CITY's request, CONSULTANT and SUBCONSULTANT(S) shall submit exact duplicates of originals of all requested records to CITY. In addition, CONSULTANT shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to the rendering of the Professional Services, throughout the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, as the case may be. CONSULTANT further agrees to allow CITY to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times.

4.4.3 City's Right Binding on SUBCONSULTANT(S). CONSULTANT shall include CITY's Right as described in Section 4.4, in any and all of their subcontracts, and shall ensure that these sections are binding upon all SUBCONSULTANT(S).

4.5 Insurance. CONSULTANT shall not begin the Professional Services under this Agreement until it has: (a) obtained and provided to CITY insurance certificates and

endorsements reflecting evidence of all insurance required in Section 4.5.1; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; and (b) confirmed that all policies contain the specific provisions required in Section 4.5.4. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under Idaho law, all policies of insurance required hereunder must provide that CITY is entitled to thirty (30) days prior written notice (ten [10] days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

Further, CONSULTANT shall not modify any policy or endorsement thereto which increases CITY's exposure to loss for the duration of this Agreement.

4.5.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage in the amounts required by CITY as follows:

4.5.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). There shall be no endorsement or modification of the CGL which limits the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.5.1.2 Automobile Liability. For all of CONSULTANT's automobiles including owned, hired and non-owned automobiles, CONSULTANT shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of one million dollars (\$1,000,000) per occurrence. The Insurance certificate shall reflect coverage for any automobile.

4.5.1.3 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CONSULTANT shall keep in full force and effect, a Workers' Compensation policy. This policy shall provide a minimum of one million dollars (\$1,000,000) of employers' liability coverage, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against CITY and its respective officials, officers, employees, agents and representatives.

4.5.1.4 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable State or

federal law, CONSULTANT shall keep in full force and effect, Professional Liability (Errors and Omissions) coverage with a limit of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Agreement; and (2) coverage for claims arising from events during the Scope of Services will be maintained in force for a period of three (3) years after completion of the Professional Services performed under this Agreement or termination of this Agreement whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase CITY's exposure to loss.

4.5.2 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

4.5.3 Acceptability of Insurers.

4.5.3.1 Except for the State Insurance Fund, all insurance required by this Agreement or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the Idaho Department of Insurance to do business in the State of Idaho.

4.5.3.2 CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of Idaho and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4.5.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Agreement.

4.5.4.1 Commercial General Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, the policy or policies must be endorsed to include as insured CITY and their respective officers, employees, agents, elected officials, and representatives with respect to liability arising out of (a) ongoing operations performed by CONSULTANT or on CONSULTANT's behalf, (b) CONSULTANT's products, (c) CONSULTANT's work, including but not limited to completed operations performed by CONSULTANT or on CONSULTANT's behalf, or (d) premises owned, leased, controlled or used by CONSULTANT.

Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of CITY and their respective officers, employees, agents, elected officials, and representatives of the named insured. Any insurance maintained by CITY and their respective officers, employees,

agents, elected officials and representatives shall be in excess of CONSULTANT's insurance and shall not contribute to it.

4.5.4.2 Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, the policy or policies must be endorsed to include as an insured CITY and their respective officers, employees, agents, elected officials, and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT.

4.5.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements

Waiver Of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and their respective officers, employees, agents, elected officials, and representatives for losses paid under the terms of the policy or policies which arise from work performed by the named insured for CITY.

4.5.5 Reservation of Rights. CITY reserves the right, from time to time, to review CONSULTANT's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to CITY. CITY may reimburse CONSULTANT for the cost of the additional premium for any coverage requested by CITY in excess of that required by this Agreement without overhead, profit, or any other markup.

4.5.6 Excess Insurance. All policies providing excess coverage to CITY shall follow the form of the primary policy or policies including, but not limited, to all endorsements.

4.6 SUBCONSULTANT(S)

4.6.1 City Approval of SUBCONSULTANT(S) Required. CONSULTANT's hiring or retaining of any third parties [SUBCONSULTANT(S)] to perform services related to the Professional Services (SUBCONSULTANT(S) Services) is subject to prior approval by CITY. CONSULTANT shall list on the SUBCONSULTANT(S) List (Attachment IV) all SUBCONSULTANT(S) known to CONSULTANT at the time this Agreement is executed. If, at any time after this Agreement is entered into, CONSULTANT identifies a need for additional SUBCONSULTANT(S) Services, CONSULTANT shall give written notice to CITY of the need, at least forty-five (45) working days before entering into an agreement for such SUBCONSULTANT(S) Services. CONSULTANT's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the SUBCONSULTANT(S) Services. CONSULTANT may request that CITY reduce the forty-five (45) day notice period. CITY agrees to consider such requests in good faith.

4.6.2 SUBCONSULTANT(S) Insurance Requirement. Each SUBCONSULTANT(S) shall obtain insurance policies which shall be kept in full force and effect during any and all work related to the Professional Services and for the duration of this Agreement. Each

SUBCONSULTANT(S) shall obtain, and CONSULTANT shall require the SUBCONSULTANT(S) to obtain, all policies described in Section 4.5.1.

4.6.3 SUBCONSULTANT(S) Contracts. A copy of all contracts between CONSULTANT and SUBCONSULTANT(S) shall be submitted to CITY for approval prior to commencing work related to the Professional Services. Thereafter, CONSULTANT shall submit to CITY for approval, any proposed change in a contract between CONSULTANT and any SUBCONSULTANT(S) that reduces or increases the scope of the SUBCONSULTANT(S) Services.

4.6.4 Payment of SUBCONSULTANT(S). CONSULTANT is obligated to pay the SUBCONSULTANT(S) out of amounts paid by CITY to CONSULTANT, no later than fourteen (14) working days from CONSULTANT's receipt of payment from CITY. Nothing in this paragraph shall be construed to impair the right of CONSULTANT and any SUBCONSULTANT(S) to negotiate fair and reasonable pricing and payment provisions among themselves. In the case of a deficiency in the performance of SUBCONSULTANT(S) Services, CONSULTANT shall notify CITY in writing of any withholding of payment to the SUBCONSULTANT(S), specifying: (a) the amount withheld; (b) the specific cause under the terms of the Agreement for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the SUBCONSULTANT(S) must take in order to receive the amount withheld. Once the SUBCONSULTANT(S) corrects the deficiency, CONSULTANT shall pay the SUBCONSULTANT(S) the amount withheld within fourteen (14) working days of CONSULTANT's receipt of CITY's next payment.

4.6.5 Dispute between CONSULTANT and SUBCONSULTANT(S). In any dispute between CONSULTANT and SUBCONSULTANT(S), CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. CONSULTANT agrees to defend and indemnify CITY.

4.6.6 Disadvantage Business Enterprise (DBE). The SUBCONSULTANT(S) is bound to CITY's Disadvantage Business Enterprise (DBE) contracting policies.

4.6.7 Beneficiary. CITY is an intended beneficiary of any work performed by the SUBCONSULTANT(S) for purposes of establishing a duty of care between the SUBCONSULTANT(S) and CITY.

4.7 Drug-Free Workplace. CONSULTANT agrees to comply with CITY's Drug-Free Workplace requirements. CONSULTANT shall certify to CITY that it will provide a drug-free workplace by submitting a CONSULTANT Certification for a Drug-Free Workplace form (Attachment VIII).

4.7.1 SUBCONSULTANT(S)' Agreements. CONSULTANT further certifies that each contract for SUBCONSULTANT(S) Services performed under this Agreement shall contain language that binds the SUBCONSULTANT(S) to comply with the provisions of Section 4.8 of

this Agreement. CONSULTANT and SUBCONSULTANT(S) shall be individually responsible for their own drug-free work place program.

4.8 Product Endorsement. CONSULTANT acknowledges and agrees to comply with CITY policies, concerning product or service endorsement. Any advertisement identifying or referring to CITY as the user of a product or service requires the prior written approval of CITY. In connection with the Professional Services performed under this Agreement, CONSULTANT shall not recommend or specify any product, supplier, or CONSULTANT with whom CONSULTANT has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

4.9 Conflict of Interest. CONSULTANT is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices.

4.9.1 CONSULTANT shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

4.9.2 If CONSULTANT violates any conflict of interest law, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects CONSULTANT to liability to CITY for attorney's fees and all damages sustained as a result of the violation.

4.10 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon CITY's request, CONSULTANT, its agents, officers, and employees agree to assist in resolving the dispute or litigation. CONSULTANT's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.10.1 Compensation for Mandatory Assistance. CITY will compensate CONSULTANT for fees incurred for providing mandatory assistance. If, however, the fees incurred for the mandatory assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole or in part to the acts or omissions of CONSULTANT, its agents, officers, and employees, CONSULTANT shall reimburse CITY. CITY is then entitled to reimbursement of all fees paid to CONSULTANT, its agents, officers, and employees for mandatory assistance.

4.10.2 Attorney Fees related to mandatory assistance. In providing CITY with dispute or litigation assistance, CONSULTANT or its agents, officers, and employees may incur expenses and/or costs. CONSULTANT agrees that any attorney fees it may incur as a result of assistance provided under Section 4.10 are not reimbursable.

ARTICLE V CITY'S OBLIGATIONS

5.1 Ownership of Documents. Once the CONSULTANT(S) has received any compensation for the Professional Services performed, all original documents, including but not limited to, maps, models, designs, photographs, surveys, reports, notes, letters, profiles, original plans, studies, sketches, drawings, computer printouts and disk files, specifications, and other documents prepared, developed or discovered in connection with or related to the Scope of Services or Professional Services, with the exception of CONSULTANT's proprietary computer models, shall become the sole property of CITY. CITY's ownership of these documents includes use of, reproduction or reuse of, and all incidental rights, whether or not the work for which they were prepared has been performed. CITY's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This section shall apply whether CONSULTANT's Professional Services are terminated: (a) by the completion of the Scope of Services, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, CONSULTANT shall have the right to make copies of all such maps, models, designs, photographs, surveys, reports, notes, letters, profiles, original plans, studies, sketches, drawings, computer printouts and disk files, specifications, and other documents.

5.2 Additional CONSULTANTS. CITY reserves the right to employ, at its own expense, such additional CONSULTANTS as CITY deems necessary to provide the Professional Services it requires.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification. To the fullest extent permitted by law, CONSULTANT shall defend (with legal counsel reasonably acceptable to CITY), indemnify and hold harmless CITY and its officers, agents, departments, officials, and employees (Indemnified Parties) from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of CONSULTANT or its SUBCONSULTANT(S)), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed in an allegedly negligent or otherwise legally unlawful manner under this Agreement by CONSULTANT, any SUBCONSULTANT(S), anyone directly or indirectly employed by them, or anyone that they control. CONSULTANT's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

6.2 Defense. The Parties will work in good faith to procure applicable insurance coverage for the cost of any defense that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, any services performed under this Agreement by CONSULTANT, any

SUBCONSULTANT(S), anyone directly or indirectly employed by them, or anyone that they control.

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.5 related to insurance.

6.4 Enforcement Costs. CONSULTANT agrees to pay any and all costs CITY incurs enforcing the indemnity and defense provisions set forth in this Article.

ARTICLE VII MISCELLANEOUS

7.1 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing,

Notice to CITY shall be addressed to:

Economic Development Specialist
City of Moscow
PO Box 9203
Moscow, ID 83843

With a copy to:

City Attorney
City of Moscow
P O Box 9203
Moscow, ID 83843

Notice to CONSULTANT shall be addressed to:

[*insert CONSULTANT's name and address*].

7.2 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.3 Non-Assignment. CONSULTANT shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without CITY's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of CITY. In no event shall any putative assignment create a contractual relationship between CITY and any putative assignee. CITY acknowledges, however, that CONSULTANT,

in the performance of Professional Services pursuant to this Agreement, may utilize SUBCONSULTANT(S).

7.4 Independent CONSULTANT. CONSULTANT and any SUBCONSULTANT(S) employed by CONSULTANT shall be independent CONSULTANT(S) and not agents of CITY. Any provisions of this Agreement that may appear to give CITY any right to direct CONSULTANT(S) concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that CONSULTANT(S) shall follow the direction of CITY concerning the end results of the performance.

7.5 Employment of Staff. This Agreement may be unilaterally and immediately terminated by CITY, at its sole discretion, if CONSULTANT employs an individual who, within the last twelve (12) months immediately preceding such employment did, in the individual's capacity as an officer or employee of CITY, participate in, negotiate with, or otherwise have an influence on the recommendation made in connection with the selection of CONSULTANT.

7.6 Covenants and Conditions. All provisions of this Agreement expressed as either covenants or conditions on the part of CITY or CONSULTANT shall be deemed to be both covenants and conditions.

7.7 Amendments to Agreement. All modifications to this Agreement that affect the total compensation or term of the Agreement shall be in writing and approved by CITY in the same manner as the original Agreement. All other modifications shall be agreed to by both Parties in writing.

7.8 Jurisdiction and Attorney Fees. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of Idaho. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

7.9. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

7.10 Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.11 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a change agreed to in writing by both Parties or an

amendment to this Agreement pursuant to Section 7.7. All prior negotiations and agreements are merged into this Agreement.

7.12 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.13 No Waiver. No failure of either CITY or CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

7.14 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

7.15 Municipal Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of CITY.

7.16 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

7.17 Conflicts Between Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

7.18 Attachments Incorporated. All Attachments referenced in this Agreement are incorporated into the Agreement by this reference.

7.19 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed by CITY, acting by and through its Mayor, and by CONSULTANT.

Dated this _____ day of _____, 2011.

CITY OF MOSCOW, IDAHO

By _____
Nancy Chaney, Mayor

ATTEST:

Stephanie Kalasz, City Clerk

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this _____ day of _____, 2011, before me, a Notary Public in and for said State, appeared _____, known to me to be the person named above and acknowledged that he/she executed the foregoing document as the duly authorized representative for _____.

Notary Public for the State of Idaho
Residing at _____
My commission expires _____

ATTACHMENT VI

SAMPLE CITY TASK ORDER

This Task Order, entered into this ____ day of _____, 20____, between the City of Moscow, Idaho (hereinafter referred to as "CITY") and _____ Company name (hereinafter referred to as the "CONSULTANT(S)"), is subject to the provisions of the RFQ/P Environmental Consulting Services, RFQ/P XX-XXX, dated Month Day, Year (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, CITY intends to _____, hereinafter referred to as the Project;

NOW, THEREFORE, CITY and CONSULTANT(S) in consideration of their mutual covenants herein agree in respect as set forth below.

Client Information And Responsibilities:

The CITY will provide CONSULTANT(S) the data and/or services as specified in the Agreement.

In addition, the CITY will furnish to CONSULTANT(S) _____.

Services to be Performed by CONSULTANT(S):

CONSULTANT(S) will _____.

Schedule of Services to be Performed:

CONSULTANT(S) will perform said services within _____ calendar days of the date of this Task Order.

Basis Of Fee And Billing Schedule:

The CITY will pay CONSULTANT(S) for its services and reimbursable expenses as follows: _____, with a not-to-exceed cost for each Project assignment or a lump sum fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Task Order Agreement as of the day and year first above written.

City of Moscow

Consultant

Recommended for approval:

Yes ☐ No ☐

I hereby acknowledge receipt and acceptance of this Task Order for:

Approved by (Signature):	Approved by (Signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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ATTACHMENT VII

NON-COLLUSION AFFIDAVIT

STATE OF _____))ss
COUNTY OF _____)

I am _____ from _____
(Name) (Name of CONSULTANT(S) firm)

UPON MY OATH, I DEPOSE AND SAY:

1. That CONSULTANT(S) executed the said submission with full authority so to do;
2. That CONSULTANT(S) has not, directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with engagement for Environmental Consulting Services;
3. That all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that CITY relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for the said engagement; and
4. That no person has been employed to solicit or secure this Agreement or has an understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial selling agencies of the CONSULTANT(S).

Dated this _____ day of _____, 20____.

Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Idaho
Residing at _____
My Commission Expires: _____

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ATTACHMENT VIII

DRUG FREE WORKPLACE FORM

The undersigned CONSULTANT(S) or SUBCONSULTANT(S), hereby certifies that

_____ shall:
(Name of CONSULTANT(S) or firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug use and/or abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States , for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

(Print/type name as signed above)

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ATTACHMENT IX

CERTIFICATE OF INDEMNIFICATION AND RELEASE

The awarded CONSULTANT(S) shall agree to indemnify, defend, and save harmless, CITY, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded CONSULTANT(S) resulting from the performance of this contract, except to the extent caused by the negligent acts of CITY or its officers, agents, or employees.

Authorized Signature

Printed Name

Title

Date

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