



Volkert, Inc.

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LETTER AGREEMENT

March 14, 2019

Honorable John Koniar
Mayor, City of Foley
Post Office Box 1750
Foley, Alabama 36536

SUBJECT: Bon Secour Constructed Wetlands
Foley, Alabama
Volkert Proposal 19-P0306

Dear Mayor Koniar:

For good and valuable consideration as set out herein and in accordance with attached *Standard Business Conditions*, Volkert shall perform only the following task for CITY OF FOLEY (CLIENT), which comprise the entirety of Volkert's scope of services hereunder. In the absence of a written agreement to the contrary, Volkert shall not perform and shall not endeavor to perform, any other tasks than the following for BON SECOUR CONSTRUCTED WETLANDS located in FOLEY, ALABAMA.

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

The Phase I ESA is an investigative assessment that attempts to disclose, through field reconnaissance and record reviews, to determine the past or current activities that resulted in the site's recognized environmental conditions. The Phase I ESA will be performed in accordance with the ASTM 2013 guidance E-1527-15. This scope of work is not intended to be compliant with all aspects of ASTM E-1527-15. A Volkert professional experienced in Phase I Environmental Site Assessment (ESAs) will carry out this general scope of work as follows:

Volkert will review the following databases and/or files to determine prior ownership and usage:

- Fifty-year chain-of-title (If provided by client)
- Environmental liens and activity and use limitations *
- Soil Conservation Survey Maps and available published geologic information
- Historic city directories
- Current US Geological Survey (USGS) topographic maps
- Available historical aerial photographs
- National Wetland Inventory Maps, if readily available



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*If client would like Volkert to conduct the environmental liens and activity and use limitations search, the cost will be \$200.00 per parcel.

Volkert will review published regulatory federal records related to potential off-site sources of chemical and petroleum contamination within the standard ASTM-13 radius of the site, as well as documents related to on-site activities including:

- National Priorities List (NPL) – List of EPA high priority cleanups (Superfund) on properties within a one-half mile radius.
- Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) – List of properties subject to investigation by EPA for contamination within a one-mile radius.
- Resource Conservation and Recovery Act (RCRA) – List of RCRA's within a one-mile radius, list of generators within a one-mile radius.
- Emergency Response Notification System (ERNS) – Site property only.

Volkert will review state regulatory records and publications for environmental activities related to the site and potential off-site sources of chemical and petroleum contamination. These may include the following:

- State Lists of Hazardous Waste Sites – List of properties within a one-mile radius.
- State Leaking UST Lists – List of properties within a one-half mile radius.
- State Registered UST Lists – List of properties within a one-quarter mile radius.

Access retrieval and review of any federal, state or local documents related to the scope of work are limited to the availability of records requested from governmental agencies or commercial sources within the time frame allocated for this effort.

Volkert personnel will visually examine the grounds at the site in an attempt to identify potential sources of on-site chemical releases. These potential sources may include tanks, chemical storage and disposal areas. Volkert personnel will also visually observe (from curbside only) and categorize the use of the abutting properties as potential off-site sources of chemical and petroleum contamination. No entry will be made onto abutting properties.

Interviews will be conducted of current owners, if available, to determine current practices, including chemical and petroleum product disposal practices. Former tenants will be contacted, if available, to obtain information regarding historic practices. The client will notify the owners of Volkert's site visit and obtain permission for Volkert's access.



Client Responsibilities for Phase I Environmental Site Assessment (ESA)

Volkert will review past site documents (if provided by the client) to assess the potential for on-site chemical contamination including:

- Previous environmental assessments
- Construction documents, as appropriate
- Hazardous waste manifests and other selected operational documents
- Chain-of-title review

DATA ANALYSIS AND REPORT PREPARATION

A report of the assessment will be prepared upon completion of the work. Two (2) bound copies of the Phase I ESA will be presented to the client.

SCHEDULE

Volkert can begin the Phase I ESA within two (2) weeks after receiving written authorization to proceed. A written report will be provided to the client within six (6) weeks after written authorization is received. This report will include our findings, conclusions, and recommendations, if warranted, for further assessment and/or file review.

COMPENSATION

The work described above will be performed for a lump sum fee of \$10,000.00. Should any other work be required other than what is specifically listed above a separate scope of work and fee will be required.

ADDITIONAL SERVICES

If the Phase I ESA determines that Phase II or III services are warranted, these services can be performed under a separate scope of work.

WETLAND DELINEATION AND JURISDICTIONAL DETERMINATION

Delineate jurisdictional wetland areas on 94-acre parcel. The wetland delineation will be done in accordance with the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the 2010 Regional Supplement. The scope of work is as follows:

- Review soil survey information,
- Review available aerial photography,
- Determine if hydrology indicators are present,
- Determine if hydrophytic vegetation is present,
- Determine if hydric soils are present,
- Locate wetlands using a handheld GPS unit,
- Flag wetland areas,
- Complete Corps of Engineers Wetland Data Forms,



- Request that the Corps of Engineers verify the wetland jurisdictional determination.

The wetland line is subject to change until final verification is received by the U.S. Army Corps of Engineers.

The work as described above will be performed for a lump sum of \$12,000.00.

DEPARTMENT OF THE ARMY (DOA), U.S. ARMY CORPS OF ENGINEERS (COE) SECTION 404 PERMIT APPLICATION

This permit is required for wetland fill. The COE will be the lead federal agency.

- Prepare and submit the 404-permit application and develop the necessary attachments for the proposed project.
- Conduct and attend two on-site reviews with the regulatory agencies.
- Perform wetland functional assessments to determine wetland values.

The lump sum fee to perform the work as described above is \$40,000.00.

Note: There is no guarantee assumed or implied that the regulatory agencies involved will approve the requested fill.

Response to comments received after the Public Notice will be performed under a separate scope of work on an hourly basis, since we cannot predict the number or extent of responses at this time. Wetland mitigation costs are not included in our fees, i.e. purchase of credits from a wetland mitigation bank.

PHASE I CULTURAL RESOURCES (CR) SURVEY AND ALABAMA HISTORICAL COMMISSION COORDINATION

The project will require an Archaeological and Historic Resource Survey. The following is a scope of work for a Phase I Cultural Resource Survey.

- Perform background research to identify any known cultural resources within the study area, especially archaeological sites, cemeteries, historic structures, and historic communities. This research will also serve to identify the potential for such resources. Several sources will be utilized during this research including but not necessarily limited to the Alabama State Site File (ASSF), the National Register of Historic Places (NRHP), the Alabama Register of Landmarks & Heritage (ARLH), and the Online Archaeological GIS website for Alabama.
- The field assessment will document archaeological sites, cemeteries, and historic structures. GPS units will be utilized to track walked transects and plot shovel test areas. Shovel test generally will measure 30 cm in diameter and will be excavated



into subsoil. Soils will be sifted through a 6 mm mesh screen to search for cultural material. Any artifacts recovered during the investigation will be bagged and provenience, and returned to the laboratory for analysis. Each resource discovered will be evaluated to a preliminary level necessary to determine its potential eligibility for inclusion on the NRHP.

- Prepare and submit the Phase I Cultural Resources Report for the subject property. This report will be prepared in compliance with the guidelines set forth by the Alabama Historic Commission (AHC) and will consider both archaeological and historic structural resources. This report will detail the survey and findings of the research and include recommendations of NRHP eligibility for each cultural resource. Those cultural resources that are considered *Not Eligible* for the NRHP will be recommended for clearance. Those cultural resources that have *Undetermined* or *Potentially Eligible* NRHP eligibility will be recommended for avoidance or additional research.
- Coordinate with the Alabama Historic Commission.

The work described above will be performed for a lump sum fee of \$14,500.00. All fees are to be paid by the client and are not included in this fee. If cultural resources are found, then Phase II Testing or Phase III Data Recovery is warranted, these services can be performed under a separate scope of work.

THREATENED AND ENGANGERED SPECIES SURVEYS

Perform threatened and endangered species surveys as required to receive a Clearance Letter from the United States Fish and Wildlife Service (FWS). If protected species are present, a Section 7 consultation will be required and a separate scope and fee will be required to prepare a biological assessment.

The work described above will be performed for a lump sum fee of \$17,719.92.

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM) 401 WATER QUALITY CERTIFICATION APPLICATION

This certification is required by the State to evaluate water quality impacts from the proposed wetland fill action. Volkert personnel will:

- Develop the necessary figures and attachments for the application.
- Coordinate with ADEM including two on-site meetings.
- Assist with addressing water quality issues raised by ADEM.

Please note that submission of required information does not however guarantee an affirmative coastal consistency decision by the ADEM.



The work described above will be performed for a lump sum fee of \$17,750.00. Application fees and mitigation costs are not included in this fee and will be paid directly by the owner.

Response to comments received after the 30-day Public Notice comment period for this permit application will be on an hourly basis per the attached *Fee Schedule*, since we cannot predict the number or extent of responses at this time.

WETLAND RESTORATION PLAN (existing wetland)

Volkert will prepare a wetland restoration plan, which will include the following services:

- Review topographic maps;
- Review existing and historical aerial photography;
- Review floodplain maps;
- Review soil survey maps;
- Evaluate adjacent plant communities as they relate to the subject parcel;
- Coordinate with the U.S. Army Corps of Engineers and the Alabama Department of Environmental Management (ADEM) for acceptance of the proposed restoration plan.

The work described above will be performed for a lump sum fee of \$34,500.00.

WETLAND VEGETATION PLAN (proposed wetland)

Volkert Staff will identify a reference reach with desirable plant species to determine plant densities and plant diversity. Volkert staff will develop the wetland vegetation plan based on the reference reach and will use the reference reach for development of success criteria. Volkert will also identify native plants species that will provide the maximum benefit in nutrient uptake in the constructed wetland where applicable. Other areas will involve plant selection that provide maximum root structure for erosion control. All vegetation selection will be carefully selected for the benefit of water quality treatment in the constructed wetland.

The work described above will be performed for a lump sum fee of \$31,500.00

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT APPLICATION**

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to ADEM with the appropriate fee.
- Develop a Construction Best Management Practices Plan (CBMPP) which outlines



appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This CBMPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the CBMPP.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by ADEM, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

THE WORK DESCRIBED ABOVE WILL BE PERFORMED FOR A LUMP SUM FEE OF \$1,500.00. This lump sum fee does not include the required ADEM permit application fee.

NPDES STORMWATER INSPECTIONS AND NPDES REREGISTRATION

Due to changes in the regulations concerning the NPDES program and the liability inherent in the inspection and reporting requirements, Volkert will be unable to sign and process your registration if you do not wish to have us perform the mandatory stormwater inspections. Provided you want us to perform stormwater inspections for your project site, the inspections will be conducted at least once a month and within 48 hours of any rain event of .75 inches or greater, as per NPDES regulations. Upon termination of required stormwater inspection services, a termination request form will be submitted to ADEM for approval.

The NPDES reregistration request, termination request and the cost for stormwater inspection services will be billed on an hourly basis per the Volkert current fee schedule. The hourly fee does not include any required ADEM permit application fees. The cost of these stormwater inspections typically ranges from \$3,000.00 per year to \$4,500.00 per year; however, the number of inspections will vary depending on the frequency and total rainfall events each month.



If violations or non-compliance issues arise during the course of construction, Volkert will respond as necessary. Work performed to address ADEM concerns on non-compliance issues will be performed on an hourly basis per the Volkert current fee schedule. The Volkert 2019 Fee Schedule is attached.

BOUNDARY SURVEY, TOPO, and PROPERTY LEGAL DESCRIPTION

Volkert's survey department will perform a boundary survey, topo, and provide a legal description for the 94-acre parcel that is located at the terminus of Barner Road and is bordered by the headwaters of the Bon Secour River on the east side.

The lump sum fee to perform the work as described above is \$94,000.00.

ENGINEERING DESIGN

Preliminary Design Plans

Volkert will develop a preliminary plan based upon the survey and site constraints identified during site visits and environmental investigations of the site. The preliminary plans will include the following:

- Development of a water budget for the constructed stormwater wetlands
- Preliminary sizing of treatment forebays, shallow and deep wetland areas, and locations of stream diversions structures.
- Limits of grading (preliminary contour plan)

The map will be reviewed with the Client and NFWF.

The lump sum fee to perform the work as described above is \$75,500.00

Final Design

Volkert will develop final construction plans and specifications for constructed wetlands based upon the approved preliminary design plans.

Final Design Services will include:

- Reference reach data collection upstream and downstream of the project to determine stable forms and vegetation communities that may withstand future events
- Develop design parameters to describe the design morphological conditions through the constructed wetland system based upon existing and reference reach conditions.
- Develop a hydraulic model to describe flow and sediment transport conditions expected during high flow events.
- Complete Plans and Specifications for the constructed wetlands – 30% Plans, 60% Plans, 100% Bid Package

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- Gantt Chart Schedule updates with each submittal – 30%, 60%, 100%
- Reviews with City of Foley Staff including review meetings after project submittals – 30%, 60%, and 100%
- Hydrologic and Hydraulic Studies of the Project limits using available topographic and soils data. Determine stream flows for 1-year through 100-year recurrence intervals. This study will be used for risk assessment of proposed improvements.
- Prepare cost estimates using restoration bid data, preliminary at 30% submittal, final draft at 60% submittal and final at 100% submittal.
- Utility coordination and plan-in- hand walkthrough (as required)
- Prepare Bid Documents as required in accordance with Owner requirements
- Attend pre-bid meetings, as necessary
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend Bid Opening Meeting
- Geotechnical Investigations as directed by the design engineer
- Tabulate Bids and provide Engineer's certified tabulation and recommendation to Owner Staff
- Attend Preconstruction Conference with City and the selected Contractor

The lump sum fee to perform the work as described above is \$140,000.00

Geotechnical Services (GeoCon)

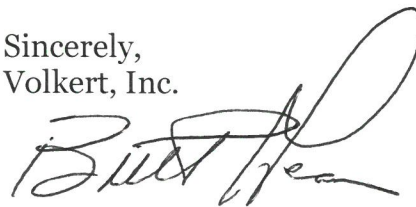
Geocon, Inc. (GeoCon) will provide design phase services which will include soil borings and geotechnical investigations of the project site. Design phase services may also include soil recommendations for proposed wetland ponds. GeoCon will also provide Construction Materials Testing services as required.

The lump sum fee to perform the work as described above is \$20,000.00

THE LUMP SUM FEE TO PERFORM THE SERVICES LISTED ABOVE IS \$508,969.92.

We appreciate the opportunity to present this proposal and look forward to working with you to the successful completion of this project. If you have any questions, please contact me at your convenience.

Sincerely,
Volkert, Inc.



Brett V. Gaar, CEA, REPA
Vice President
Environmental Services



cao
Attachment
Standard Business Conditions
2019 Fee Schedule

ACCEPTANCE OF PROPOSAL NO. 19-P0306 FOR CITY OF FOLEY:

Signature

Date

Printed Name and Title

SS# or Tax ID #

Signature required by an officer with authority to legally bind the organization into this agreement. Signature of this document authorizes Volkert, Inc. to access the property to perform the environmental services contained in this scope of work.

1. GENERAL

- 1.1 The contractual terms contained herein apply to specific services to be provided to the CLIENT as indicated in an attached or referenced proposal.
- 1.2 In the event the CLIENT contracts for services from VOLKERT through the use of a purchase order, the contractual terms contained herein shall apply unless other items are substituted and included on the face of the purchase order and subsequently accepted by VOLKERT.
- 1.3 VOLKERT agrees to perform all professional and project support services attendant to the services included under the Basic Services clause presented herein. In support of such work, the CLIENT agrees to provide all necessary information under its control and all required approvals in a timely manner to ensure continuous prosecution of the work by VOLKERT to completion. CLIENT agrees to provide right of entry to VOLKERT, its sub-contractors, and their equipment as required to complete the work.
- 1.4 Volkert shall endeavor to perform the services hereunder in reasonable conformity to the generally accepted standards of care exhibited by similarly situated consultants performing similar services at the same time and in the same location. Nothing herein shall constitute a warranty of any kind, expressed or implied.
- 1.5 VOLKERT will commence work promptly upon notification by the CLIENT that such work has been authorized and will use reasonable effort to complete all project work in accordance with the schedule presented in the proposal.
- 1.6 All documents, including drawings and specifications, prepared or furnished by VOLKERT (and VOLKERT'S independent professional associates and consultants) pursuant to this agreement are instruments of service in respect of the project, and VOLKERT shall retain an ownership and property interest therein whether or not the project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extension of the project or on any other project. Any reuse without written verification or adaptation by VOLKERT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to VOLKERT, or to VOLKERT'S independent professional associates or consultants, and CLIENT shall indemnify and hold harmless VOLKERT and VOLKERT'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle VOLKERT to further compensation at rates to be agreed upon by CLIENT and VOLKERT.
- 1.7 CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the project; designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the project; examine and respond promptly to VOLKERT'S submissions; and give prompt written notice to VOLKERT whenever CLIENT observes or otherwise becomes aware of any defect in the work.

- 1.8 The CLIENT will furnish right-of-way on the property for VOLKERT to perform the planned work. VOLKERT will take reasonable precautions to minimize damage to the property during the course of its services; but the cost for restoration of damaged property, which may result from Volkert's operations, is not included in the fee estimate unless specifically stated in the proposal. If the CLIENT desires to restore the property to its former condition, this will be accomplished and the cost will be added to the fee.

2. FEE

- 2.1 The negotiated fee stated in the proposal shall remain in effect for 60 days following the date of the proposal. If the proposal is not accepted within this 60-day period, an updated cost proposal will be required.

3. TERMS OF PAYMENT

- 3.1 VOLKERT shall submit invoices to the client monthly. All invoices are payable within thirty (30) days following receipt of the invoice by the CLIENT.
- 3.2 If CLIENT fails to make any payment due VOLKERT for services and expenses within thirty (30) days after receipt of VOLKERT'S statement therefore, the amounts due VOLKERT will be increased at the rate of 1.5% per month (annual rate of 18%) from said thirtieth day; and in addition, all costs of collections, including a reasonable attorney's fee. VOLKERT may, after giving seven days written notice to CLIENT, suspend services under this agreement until VOLKERT has been paid in full all amounts due for services, expenses, and charges.
- 3.3 Should any invoiced item be questioned or rejected by the CLIENT, the value of such item shall be deducted from the pertinent invoice and the remaining amount of the invoice paid, in accordance with the timing set forth in the preceding paragraph. After VOLKERT and the CLIENT have reached a mutual settlement relative to the disputed item previously withheld from payment, the agreed upon amount (appropriately referenced) will be added to the next invoice submitted by VOLKERT and included in the next CLIENT payment. No retainage will be held during the execution of the project except where specifically agreed upon, in writing, by VOLKERT and the CLIENT prior to contract execution.
- 3.4 Should any invoiced item be questioned or rejected by the CLIENT, the value of such item shall be deducted from the pertinent invoice
- 3.5 Reimbursable expenses (if designated under "Compensation" section) are defined as follows (a multiplier of 1.15 is applied to reimbursable expenses):
 - 3.5.1 Travel and subsistence costs, mileage, application fees or deposits, and all other costs incidental to performing the assignment.
 - 3.5.2 Laboratory, geotechnical and subconsultant costs associated with the contract as invoiced.

- 3.6 It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been made in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of Mobile County, Alabama shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

4. LIABILITY

- 4.1 To the fullest extent permitted by law, Volkert shall indemnify client for damages, losses, costs, and expenses (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, and omissions of Volkert in its performance of professional services hereunder.
- 4.2 Client hereby agrees to the fullest extent permitted by law the consultant's total liability to client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement, including but not limited to the consultant's negligent acts, errors, and omissions, shall not exceed the greater of the total amount of Volkert's compensation for the services under this contract, or \$50,000.00, whichever is greater.

5. CHANGES IN PROJECT SCOPE

- 5.1 The CLIENT may request changes in the scope of work. VOLKERT will advise the CLIENT of the effects of such changes with regard to schedule, compensation, and/or construction cost (if any). Where it is determined that such changes in scope will result in additional costs to VOLKERT, such work will proceed only upon authorization by the CLIENT with written confirmation, which shall serve as client's agreement to pay such additional costs to Volkert.

6. SAMPLES

- 6.1 Disposal of test samples and specimens will occur during the contract period, thirty (30) days after the laboratory analysis is completed.

7. INSURANCE

- 7.1 VOLKERT hereby represents that it carries professional liability insurance (claims – made basis), commercial general liability insurance (occurrence-based), automobile liability insurance (occurrence-based), and workers compensation insurance.
- 7.2 Certified evidence of insurance coverage in the form of insurance certificates will be furnished upon request.

8. FORCE MAJEURE

- 8.1 Any delays in or failures of performance by either the CLIENT or VOLKERT shall not constitute default nor give rise to any claims for damages if and to the extent such delays or failures of performance are caused in whole or in part by occurrences beyond the control of VOLKERT or the CLIENT, and which, by the exercise of reasonable diligence, VOLKERT or the CLIENT is unable to prevent.

9. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 9.1 CLIENT warrants that a reasonable effort to inform VOLKERT of known or suspected hazardous materials on or near the project site has been made and that all such material has been disclosed to Volkert.
- 9.2 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. VOLKERT and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the basic services or termination of services. VOLKERT and the CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for VOLKERT to take immediate measures to protect health and safety. CLIENT agrees to compensate Volkert for any steps or measures reasonably taken by Volkert and/or its subcontractors to protect health and safety, including but not limited to remediation, identification, handling, transport, storage, treatment, disposal, or recovery and other costs incidental to the discovery of unanticipated hazardous waste.
- 9.3 VOLKERT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold VOLKERT harmless for any and all consequences of disclosures made by VOLKERT which are required by governing law. In the event the project site is not owned by the CLIENT; the CLIENT recognizes that it is the CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 9.4 Notwithstanding any other provision of the agreement, the CLIENT waives any claim against VOLKERT, and to the maximum extent permitted by law, agrees to defend, indemnify and hold VOLKERT harmless from any claim, liability and/or defense costs for injury or loss arising from VOLKERT'S discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.
- 9.5 CLIENT will be responsible for ultimate disposal of any samples secured by VOLKERT which are found to be contaminated with hazardous materials.

10. TERMINATION

- 10.1 The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, VOLKERT will be paid for all services rendered to the date of termination and all reimbursable expenses including reimbursement for reasonable demobilization expenses in the event of termination due to no fault of Volkert.

2019 Gulf Design Billing Rates

Position	Billing Without Directs	Billing Rate With Directs
Principal	\$250.00	\$281.00
Supervisor	\$231.00	\$254.00
Project Manager	\$197.00	\$217.00
Staff 2 Engineer	\$156.00	\$172.00
Staff 1 Engineer	\$100.00	\$110.00
Senior Designer	\$135.00	\$148.00
Designer	\$111.00	\$122.00
Technician	\$109.00	\$120.00
Drafter	\$77.00	\$84.00
Bridge Inspector 2	\$131.00	\$144.00
Bridge Inspector 1	\$93.00	\$102.00
Administrative Assistant	\$84.00	\$92.00
Survey Manager	\$130.00	\$143.00
2-Man Survey Crew	\$117.00	\$129.00
3-Man Survey Crew	\$178.00	\$196.00
4-Man Survey Crew	\$214.00	\$236.00