Resolution No. __________

Whereas, a Phase I was conducted upon the former City of Dothan Shop site located at 1110 Columbia Highway, Dothan, AL, funded under the City's US EPA Brownfields Assessment Grant; and,

Whereas, the subject site was found to contain four recognizable environmental conditions (REC); and,

Whereas, the City is not eligible for federal funds to address a Phase II assessment due to its status as the responsible party; and,

Whereas, the City of Dothan desires to facilitate a development ready status for the former shop site.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into an agreement with Bullock Environmental, LLC, to conduct a Phase II environmental assessment of the former city shop site, located at 1110 Columbia Highway, to include recommendations to the City for any future actions required to achieve a development ready status at a cost of $27,100.00, which said agreement follows:
City of Dothan
Staff Report
for
Mayor and City Commissioners

<table>
<thead>
<tr>
<th>PROJECT TITLE:</th>
<th>Former City Shop Site - Phase II Environmental Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>Planning and Development</td>
</tr>
<tr>
<td>DEPARTMENT HEAD:</td>
<td>Todd L. McDonald, AICP</td>
</tr>
<tr>
<td>REPORT DATE:</td>
<td>February 26, 2020   Admin. Meeting Date: March 3, 2020</td>
</tr>
</tbody>
</table>

PURPOSE: Request approval to conduct a phase II environmental assessment of the former city shop site located at 1110 Columbia Hwy, Dothan, AL.

BACKGROUND: This site was included in the City's brownfield inventory under the US EPA brownfield assessment grant awarded to the City in 2017. A phase I assessment of the site was conducted by our brownfield consultant, PPM, under the EPA Assessment Program grant. Phase I conclusions indicated the presence of a recognizable environmental condition (REC) including:

1. The subject property formerly contained one 2,000-gallon underground storage tank (UST) and one 10,000-gallon UST that were installed in 1947 and 1979, respectively. According to the former City of Dothan Police Chief, Mr. John White, one of the tanks contained gasoline and the other contained diesel. Alabama Department of Environmental Management (ADEM) records indicate the USTs were removed around March 1988, meaning the tanks were closed before ADEM enacted closure assessment requirements in December 1988. Because of the unknown status of the USTs at the time of closure, the former presence of USTs on the subject property represents a REC.

2. The possibility of release(s) of hydraulic fluids from lifts in use on the property, represents a REC.

3. Vehicle repair facilities typically utilize hazardous materials and petroleum products in their daily operations including; antifreeze, oil, cleaners/solvents, gasoline, degreasers, etc. Considering the length of time this property was occupied by a vehicle repair facility (±20 years), the historical use of the subject property as a vehicle repair facility represents a REC.

DESCRIPTION: The Former City Shop site has been vacant since March 1988, a period of 32 years. Given the site’s location within the proposed Hwy 84 East Corridor Overlay District, its relevance to the vision and revitalization objectives of the Hwy 84 East Corridor Plan, and inquiries regarding its use by others, the city should take steps necessary to return the site to a development ready and marketable condition. To achieve that, the City must conduct a Phase II environmental assessment which will determine if clean-up action is necessary and secure a "No Further Action" letter from the Alabama Department
of Environmental Management (ADEM). However, since the City of Dothan is both the property owner and responsible party for any pollution existing on the site, we are not eligible for federal funding to address the needed Phase II and any subsequent clean-up action.

**RECOMMENDATION:** Approval a professional services contract with Bullock Environmental, LLC to address Phase II site assessment to include any recommendations for clean-up action if deemed necessary as indicated by soil and water testing (see attached). City staff contacted Bullock regarding this project based upon past experience and recommendations of contacts within the greater brownfields' community. Bullock Environmental is an environmental testing and remediation firm known for its high quality of service, cost effective solutions, and timely completion of work products. The founder and Principal, Doug Bullock maintains a highly respected reputation with brownfield regulators at ADEM and US EPA Region 4.

**COST ANALYSIS:** The cost for professional services to conduct the phase II is $27,100.00.
February 14, 2020

Mr. Bob Wilkerson, Long Range Planner
Development Services
City of Dothan
Post Office Box 2128
Dothan, Alabama 36302-2128

via email: bwilkerson@dothan.org

Subject: Scope of Work and Cost Estimate
Phase II Environmental Site Assessment
Former City Shop
1100 Columbia Highway
Dothan, Houston County, Alabama
Proposal No. 20-124

Dear Mr. Wilkerson,

Bullock Environmental, LLC (Bullock) submits the following proposal and cost estimate to complete a Phase II Environmental Site Assessment (ESA) at the property referenced above. Considering the information provided by The City of Dothan, Bullock understands the property, a 2.02-acre, vacant parcel located on the south side of Columbia Highway, operated as the City’s vehicle maintenance shop from at least 1970 until 1985. Previous occupants of the property included the City Sanitation Department and City Street Department (at least 1951 until at least 1980).

Further review of the information provided by The City of Dothan (in a Phase I Environmental Site Assessment dated May 17, 2019, revealed that the property housed underground storage tanks (USTs) from approximately 1949 until 1988. Historical operations also reportedly included vehicle maintenance from the mid 1960s until the mid 1980s (with associated in-ground hydraulic lifts present within the service bays. Finally, review of historical aerial photographs indicated an exterior vehicle storage area on the western side of the property (1960s and 1970s). In light of these former operations, Bullock recommends the following scope of work to address the degree (if any) that onsite soil and/or groundwater quality has been adversely affected.

**SCOPE OF WORK**

Based on the findings summarized from previous property investigations, chemicals of concern (COCs) related to these operations may include the following:

1. Volatile organic compounds (VOCs) associated with historical solvents and equipment cleaners;
2. Petroleum hydrocarbons relating to former fuel storage, vehicle maintenance, in-ground hydraulic lifts, and handling of automotive fluids;
3. Resource Conservation & Recovery Act (RCRA) metals associated with the former storage of leaded gasoline and the generation of used oil from vehicle maintenance activities; and
4. Polychlorinated biphenyls (PCBs) potentially present hydraulic fluid contained within the in-ground lifts.

Given the estimated direction of groundwater flow (northeast) relative to the onsite areas of concern, Bullock has designed this scope of work to present, to the degree possible, a comprehensive evaluation of
property conditions to establish the lateral and vertical extent of affected media (if such affected media is present).

In order to evaluate the impact (if any) that historical operations have affected onsite soil and/or groundwater quality, Bullock proposes to install up to 13 soil borings across the property, converting ten into temporary monitoring wells for subsequent sample collection of groundwater samples. The following sections detail the proposed tasks to implement this scope of work.

Bullock anticipates the soil boring installation depths will range from 20 to 35 feet below land surface (BLS) with ten borings (installed until intersecting the underlying groundwater) converted into temporary groundwater monitoring wells for subsequent water level measurements and sampling. The proposed site investigation will generally follow the American Society of Testing & Materials (ASTM) Standard Practice E1903-11 for Phase II ESAs and the Alabama Department of Environmental Management (ADEM) Alabama Environmental Investigation & Remediation Guidance (AEIRG), revised February 2017. The proposed scope of work will comprise (where applicable) the following elements:

1. Background (Site Description and Features, Physical Setting, Site History & Land Use, Adjacent Property Land Use, & Summary of Previous Assessments);
2. Supplemental Records Review (if applicable);
3. Conceptual Site Model and Sampling Plan;
4. Chemical Testing Plan;
5. Discussion of Field Exploration Methods;
6. Evaluation and Presentation of Soil and Groundwater Analytical Results;
7. Measurement of Groundwater Flow;
8. Discussion of Findings and Conclusions; and
9. Presentation of Data in Tabular and Graphical Form.

Before initiating field activities, Bullock will contact Alabama One Call to locate underground utilities at the site. Bullock assumes the following with respect to site access and conditions:

1. Access to the site will not require additional equipment beyond the boring and sampling equipment to be used to complete the site investigation work; and
2. Site work will not require multiple mobilizations due to access limitations.

Bullock personnel will collect, log, and visually inspect soil samples from each location, conduct onsite field screening analysis for organic vapors, and collect one to two soil samples from each boring for analysis of VOCs, Polynuclear Aromatic Hydrocarbons (PAHs), RCRA metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver), and PCBs (from one location) according Environmental Protection Agency (EPA) Methods 8260B, 8270SIM, 6010B (7470C for mercury) and 8081, respectively. Following installation of the temporary monitoring wells, Bullock proposes to collect groundwater samples from each location for analysis of VOCs and PAHs (with RCRA metals from up to three monitoring wells).

**Reporting**

Upon receipt and review of the laboratory analytical results, Bullock will communicate the findings to The City of Dothan with analysis and recommendations regarding next steps (if any). The field activities, laboratory results, and recommendations for further action will be included in the Phase II ESA report. Bullock estimates the completion and delivery of this report within 20 business days following the completion of field work. Regarding final deliverables, Bullock will provide an electronic copy of the report, along with two hard copies upon request.
Phase II ESA Cost Estimate

Assuming the scope of work described above, Bullock estimates a time and materials Phase II ESA budget of $27,100.00. The following summarizes the estimated budget by task/item:

Field Personnel (to include travel): $5,990.00
Drilling Contractor: $8,920.00
Field Supplies (Three Days Assumed): $675.00
Laboratory Analysis: $7,375.00
Project Management: $1,500.00
Reporting/Review: $2,650.00

We are looking forward to working with you on this project. If you have any questions or comments regarding this proposal, please contact us at your convenience. If you agree with the proposed scope of work and fee, please sign below and return a copy to Bullock to document your authorization to proceed. A copy of the terms and conditions governing this project is included as an attachment. Contact sources are provided on the cover page of this proposal. You can also respond by email to doug.bullock@bullockenvironmental.com.

Sincerely yours,
BULLOCK ENVIRONMENTAL, LLC

[Signature]

Douglas A. Bullock, CHMM
Principal

Agreed to this __________ day of __________, 2020
By: _________________________________________
On Behalf of: __________________________________
Its: _________________________________________
CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES

TERMS & CONDITIONS

Bullock Environmental, LLC, hereinafter referred to as Consultant, proposes to perform the services for The City of Dothan, hereinafter referred to as Client, at the fees and costs set forth in the attached Scope of Work and Proposal.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, including any Supplemental Terms and Conditions, are incorporated by reference into the Proposal (including any separately attached Fee Schedule) of Consultant, for the performance of the work and services described in Proposal (hereinafter Scope of Work) for the benefit of the Client, and together shall constitute the Agreement between the Consultant and Client under which the work and services are to be performed by Consultant for Client. In the event of any conflict between the provisions and terms of these documents, those conflicting terms shall be interpreted in accordance with the following priority: (1) Supplemental General Conditions, (2) General Terms and Conditions, and (3) Proposal (with the written words of the Proposal taking precedence over the Fee Schedule, if one is attached).

SECTION 1: SCOPE OF WORK

a. The scope of work shall include all services provided by Consultant which are reasonably necessary and appropriate for the effective and prompt fulfillment of Consultant's obligations under the Agreement.

b. It is understood that the Scope of Work defined in the Proposal is based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Work may change, even as the work is in progress. In addition, Client may request additional services which will constitute a change in Scope of Work. When a change in the Scope of Work is necessary, a written amendment to the Agreement shall be executed by Client and Consultant prior to Consultant commencing the change in the work or services. If Consultant believes an immediate change is necessary to protect human health or the environment, a written amendment incorporating the change shall be made as soon as is practicable, and Client's consent to such amendments shall not be unreasonably withheld.

c. Consultant shall obtain and maintain all permits, licenses or other approvals necessary to perform the Scope of Work, and upon request shall furnish copies of the same to Client.

d. In all matters relating to the performance of this Agreement, Consultant is and shall remain an independent contractor.

SECTION 2: STANDARD OF CARE

a. Consultant represents and warrants that it possesses the training, education, experience, skill, competence, and resources needed to properly perform the Scope of Work set forth in this Agreement. Consultant further represents and warrants that the work and services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing in this area. No other representation, warranty, or guarantee, express or implied, is intended.

b. Client acknowledges that subsurface or other concealed conditions on, below, or about the work site may vary from those conditions encountered in specific borings, surveys or explorations performed by Consultant and that the information and recommendations developed by Consultant are based solely on the information available from such borings, surveys, and explorations.

SECTION 3: RIGHT OF ENTRY

a. If the services to be performed under the Scope of Work are to be performed on property controlled by Client, Client hereby grants Consultant and its subcontractors the right to enter from time to time in order for Consultant to fulfill the Scope of Work. Client understands that even though Consultant will take reasonable measures to return the property to the condition it was in before Consultant commenced its activities, the use of sampling and exploration equipment may cause some damage which cannot be fully corrected. Client also understands that the discovery of certain hazardous substances and conditions and/or the taking of preventive measures relative to these substances and conditions may result in a reduction of the value of the property upon which the substance or condition is found to exist or the preventive measures are taken. Accordingly, Client waives any claim against Consultant and its subcontractors and agrees to defend, indemnify and hold Consultant and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon the negligent performance of services under the
Scope of Work.

b. If the services to be performed under the Scope of Work are to be performed on property controlled by Client, Client shall notify Consultant of the existence of any subterranean structures (pipes, tanks, cables, or other utilities, etc.) and Consultant shall not be liable for damage or injury arising from damage to subterranean structures which are not called to Consultant’s attention. If Consultant is required to locate subterranean structures on property controlled by Client, this service will be specifically stated in the Scope of Work.

c. If the Scope of Work is to be performed on property which is not controlled by Client, Client agrees to obtain permission from the party controlling the property to Consultant’s entry and the performance of the Scope of Work. Unless otherwise specified in the Scope of Work, it shall be assumed that Client does not know the location of any subterranean structures (pipes, tanks, cables, or other utilities, etc.) and it shall be Consultant’s obligation to ascertain such knowledge.

d. Consultant agrees to schedule its activities to minimize interference with the ongoing operations and activities of Client or any third party whose property may be the subject of the Scope of Work. Consultant shall, and shall cause its subcontractors, to abide by all of Client’s facility rules and regulations regarding the protection of health and safety of employees and third parties, but it shall be Client’s obligation to make such rules and regulations known to the Consultant prior to Consultant commencing work at Client’s facility. Consultant shall have the obligation to determine if such rules and regulations exist with regard to facilities not controlled by Client.

SECTION 4: CLIENT DISCLOSURES

a. Client shall notify Consultant of any known or suspected hazardous substances or conditions on the property upon which the Consultant’s work or services are to be performed which in any way relate to or affect the Scope of Work and Consultant shall have the right to rely on the accuracy of such Client-furnished information in its agreement to perform the work and services. Such hazardous substances shall include but not be limited to any substance or condition which poses or may pose a present or potential hazard to human health or safety or an adverse impact upon the environment. Thereafter, Consultant shall take all reasonably necessary and appropriate measures to protect its employees, agents and subcontractors against possible hazards to health and safety and to prevent adverse impacts to the environment.

b. If the presence of an unanticipated hazardous substance or condition is discovered during the performance of the Scope of Work which could pose a hazard to Consultant’s employees, agents and subcontractors, Consultant shall cease work and determine the necessary health and safety precautions to continue the Scope of Work. The cost of these necessary health and safety precautions shall be a change and shall be managed in accordance with Section 1.b.

SECTION 5: BILLING AND PAYMENTS

a. Unless otherwise specifically provided, billings will be based on actual units used at the standard rates shown in the Proposal or attached Fee Schedule(s) plus the reimbursement for direct expenses, including but not limited to travel costs (air fares, taxi, car rentals and fuel, mileage fees for personal or company vehicles, parking, tips, room charges, meal charges, etc.), long distance telephone charges, postage and shipping fees exceeding $1.00 per parcel/envelope, expedited delivery services, printing and reproduction charges, special instrument or equipment rental, disposable field supplies (bailers, sample containers, clean gloves and suits, etc.) and other customary expenses. Reimbursable direct expenses shall be billed at Consultant’s cost plus any multiplier set forth in the Proposal. Client shall pay Consultant for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein.

Invoices will be submitted by Consultant from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise Consultant in writing of the reasons for disputing any amount.

b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

c. Application of the percentage rate indicated above as a consequence of Client’s late payments does not constitute any willingness on Consultant’s part to finance Client’s operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate performance under this Agreement; provided any hazardous conditions created by Consultant’s previously performed services are rendered non-hazardous to Client’s employees, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.
d. Client’s obligation to pay for the services performed under this Agreement is in no way contingent upon Client’s ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which Consultant is not involved, or upon Client’s successful completion of the project.

e. The fees quoted on the Proposal/ Schedule of Fees shall remain valid for a period of three (3) months from the date of the Proposal.

f. If Consultant determines during the performance of the Scope of Work that the cost of completing the Scope of Work or the time of completing the Scope of Work will be substantially more than any estimate made by Consultant in the Proposal, then Consultant shall promptly notify Client in writing of the reason for the increase and allow Client an opportunity to evaluate proceeding with the Scope of Work.

SECTION 6: SAMPLES AND EXPLORATION DEBRIS

a. Soil, rock, water and/or other samples obtained pursuant to the Scope of Work are the property of Client. Consultant shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Although Client shall be the owner of such samples, Consultant, acting as a bailee and agent of Client, shall arrange for the lawful disposal of all samples. Disposal of contaminated samples shall be at the price set forth in the Proposal/Schedule of Fees. If the Proposal/Schedule of Fees is silent, then the disposal of contaminated samples shall be at the direct cost to Consultant without any multiplier.

b. Although Client shall be the owner of all exploration debris, cuttings, pumpings, and borings generated by Consultant during the performance of the Scope of Work, Consultant, as agent of Client, shall arrange for the proper disposal of all exploration debris, cuttings, pumpings and borings generated during Consultant’s activities. Disposal of contaminated exploration debris shall be at the price set forth in the Proposal/ Schedule of Fees. If the Proposal/Schedule of Fees is silent, then the disposal of all exploration debris, cuttings, pumpings and borings shall be at the direct cost to Consultant without any multiplier.

SECTION 7: REPORTS AND OWNERSHIP OF DOCUMENTS

a. Consultant shall furnish two copies of each report required by the Proposal/Scope of Work to Client. Additional copies shall be furnished at the rates specified in the Fee Schedule. If paid for, Consultant’s Report to Client and the documents normally included in such Reports (laboratory results, boring logs, plume maps, etc.) are the property of Client. Consultant may retain a copy for Consultant’s records. All backup documents (field notes, internal calculations and drafts, etc.) shall remain the property of Consultant. However, Consultant shall treat its performance of the Scope of Work and all information generated in the performance of the Scope of Work, whether the property of Client or Consultant, as confidential, and shall not release such information to any governmental agency or third party without the written consent of Client, unless the release of such information is necessary to prevent injury to individuals or the environment.

b. Consultant shall not publicize the performance of the Scope of Work for Client in any sales brochure, resume of work, or reference list without Client’s written consent.

c. Unless set forth as part of the Scope of Work or otherwise required by law, Consultant does not assume any obligation to and shall not report the results of its sampling, investigation, or analysis to any governmental authority or third party. Determining the need to report and the report of any hazardous substance or condition discovered as a result of Consultant’s performance of the Scope of Work shall be the obligation of Client.

SECTION 8: INSURANCE

a. Consultant represents that it and its subcontractors are protected by and have in place the following forms of insurance at the rates required by the Client:

   (1) Workers Compensation insurance required by the law of the State of Alabama.

   (2) Professional Liability Insurance of at least $1,000,000.00 per claim/occurrence and $2,000,000.00 aggregate covering the professional activities Consultant is performing under the Scope of Work.

   (3) Commercial general liability insurance policies of at least $1,000,000.00 per occurrence and $1,000,000.00 aggregate covering the activities Consultant is performing under the Scope of Work.

   (4) Automobile liability insurance with coverage of at least $500,000 per occurrence.
Consultant shall furnish Client with Certificate(s) of Insurance and will have the Client named as an additional insured on the Certificate(s), where permitted by law, upon Client’s request. Client may request such other specific coverage inclusions that are not present in Consultant’s insurance, if available. However, the increased cost of such inclusions shall be a change and handled in accordance with Section 1.b.

SECTION 9: ARBITRATION OF DISPUTES

a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, pursuant to the then most current rules of the American Arbitration Association for Commercial or Construction matters, as appropriate.

b. The parties further agree that the substantially prevailing party in any dispute shall be entitled to recover its expenses incurred in resolving the dispute, including without limitation, reasonable attorney’s fees, consulting fees, court costs, expert witness fees, and similar expenses.

c. The parties further agree that Consultant will require, as a condition for participation in the performance of the Scope of Work, that all Subcontractors and Materialmen, whose portion of the work amounts to twenty-five thousand dollars ($25,000) or more, and their insurers and sureties, shall agree to the arbitration provisions contained in this subparagraphs 9.a. and 9.b.

SECTION 10: TERMINATION

a. Client or Consultant may immediately terminate this Agreement for breach of this Agreement or when it is determined that the work or services being performed is contrary to existing law.

b. Client may terminate this Agreement for any reason. In the event of such termination for convenience, Client shall give Consultant fourteen (14) calendar days notice of the effective date of termination. Consultant shall use this period to wind down its activities, to complete such analyses and records which may be in the process, place its files in order, and secure the site(s) upon which any work or services under the Scope of Work are being performed.

c. Consultant shall promptly render to Client a final invoice and Client shall pay Consultant for services rendered and costs incurred up to the effective date of termination, unless the termination was by Client for breach of Consultant’s obligations under the Agreement (cause) and a dispute exists as to amounts due Consultant. If the termination is by Client in the absence of a breach (without cause), Consultant may include the reasonable costs of demobilizing, modifying schedules and reassigning personnel. Upon such termination, Consultant shall deliver to Client all reports and documents pertaining to services performed up to termination.

SECTION 11: FORCE MAJEURE

Consultant shall be liable for delays in or failure to perform the work under the Scope of Work in a timely manner and services, except when such delays or failures are caused by circumstances beyond Consultant’s reasonable control, including without limitation, acts of God, acts and/or omissions of federal, state, and local governmental authorities and regulatory agencies, strikes, riots, civil unrest, and war. For delays caused by Client or circumstances beyond the reasonable control of Consultant, Consultant shall be given a reasonable time extension.

SECTION 12: SURVIVAL

a. The parties agree that the provisions of paragraphs 7, 8 and 9 survive the completion and/or the termination of this Agreement. In addition, all provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of services and/or the termination of this Agreement.

SECTION 13: INDEMNIFICATION

a. In addition to the specific provision set forth above, Consultant will defend, indemnify and hold harmless Client and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, including reasonable attorney’s fees, expert witnesses fees, and consultant fees, and court costs arising or resulting from (1) Consultant’s breach of this Agreement; and/or (2) Consultant’s negligence or intentional misconduct.

b. In addition to the specific provisions set forth above, Client will defend, indemnify and hold harmless Consultant and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, including reasonable attorney’s fees, expert witnesses fees, and consultant fees, and court costs arising or resulting from (1) Client’s breach of this Agreement; (2) Client’s negligence or intentional misconduct; and
(3) the existence of any hazardous substance or condition at the site(s) where Consultant is performing the work and services under the Scope of Work, unless the negligent conduct of the Consultant exacerbates and causes the spread of the hazardous substance(s) or the development of a hazardous condition.

SECTION 14: SEVERABILITY

Any provision of this Agreement later held to be unenforceable shall be deemed void, but all remaining provisions shall continue in force and shall be construed as a whole.

SECTION 15: TITLES

The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

SECTION 16: ASSIGNS

Except for the submission of samples to laboratories for analysis, Consultant may not delegate, assign, subcontract or transfer its duties, responsibilities or interests in this Agreement without the written consent of the Client. Client may assign its rights under this Agreement to a third party, but Client shall remain liable, jointly and severally, with the third party for the performance of Client’s obligations hereunder, unless specifically released by the Consultant.

SECTION 17: CHOICE OF LAW

This Agreement shall be interpreted according to the laws of the State of Alabama.

END OF GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS:

None
Res. No. _____________ entering into an agreement with Bullock Environmental, LLC, continued.

Section 2. That Mark Saliba, in his capacity as Mayor, is hereby authorized and directed to execute said agreement for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____________________________.

ATTEST:

___________________________
Mayor

___________________________
Associate Commissioner District 1

___________________________
Associate Commissioner District 2

___________________________
Associate Commissioner District 3

___________________________
Associate Commissioner District 4

___________________________
Associate Commissioner District 5

___________________________
Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS