

SUPPLEMENTAL AGREEMENT NO. 6
TO CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF FOLEY
AND VOLKERT, INC.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the ____ day of _____, 2022, by and between the City of Foley, 407 East Laurel Avenue, Foley, AL 36535 (hereinafter called the OWNER), and Volkert, Inc., 1110 Montlimar Drive, Mobile, AL 36609 (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the Owner and the Consultant entered into an Agreement on the 4th day of February, 2020 (Original Contract) whereby the Consultant is to provide all necessary professional services associated with improvements to the Foley Municipal Airport, Foley, Alabama all as more specifically set forth in said Agreement, and

WHEREAS, the Owner now desires to proceed with professional services to accomplish the following Airport improvement project:

Construct Access Taxilane and 8-Unit T-Hangar

WHEREAS, the Consultant is agreeable to completing the required work for fees that are acceptable to the Owner and in accordance with the latest requirements of the FAA and State of Alabama for State funding of projects, and

NOW THEREFORE, it is hereby agreed between the parties hereto that the Original Contract be supplemented as follows:

SECTION I. BASIC SERVICES

The scope of basic services will include a preliminary phase, design phase, bid phase and construction administration.

The Engineer shall furnish and perform basic services as appropriate, as described in the General Provisions in the original contract and made a part of hereof for the following described project:

This project will provide for the engineering services required to construct a new pre-engineered 8-unit Nested T-hangar and associated access taxilanes at the Foley Municipal Airport. The new hangar will be constructed south of the existing hangars on the south apron. The access taxilanes will connect to the western edge of the existing south apron and will provide access to the new hangar.

SECTION II. SPECIAL SERVICES

The scope of special services will include Construction Observation and Inspection (CE&I) services, a Geotechnical Investigation and Material Testing, a Topographic Survey, FAA Documentation, and DBE Planning and Uniform Reporting.

Construction Observation (CE&I):

Provide observation of construction by a Resident Project Representative (RPR) as outlined in the General Provisions.

Provide the Owner with assistance during construction phases as requested at the rates established in Attachment "A" and hourly rates for services as specified below in Section III, Method of Payment.

Geotechnical Investigation and Material Testing:

Provide geotechnical investigation services and material testing by subconsultant at the rates established in the attached Attachment "A", and hourly rates for Engineer's services as specified below in Section III, Method of Payment.

Topographic Survey:

Provide a topographic survey by subconsultant at the rates established in the attached Attachment "A", and hourly rates for Engineer's services as specified below in Section III, Method of Payment.

FAA Documentation:

Provide services to complete and submit standard FAA required documentation associated with the AIP grant program as described in Attachment "A".

DBE Planning and Uniform Reporting:

Provide DBE plan update and uniform reporting services by subconsultant at the rates established in the attached Attachment "A", and hourly rates for Engineer's services as specified below in Section III, Method of Payment.

SECTION III. METHOD OF PAYMENT

The Consultant agrees to provide all services included in Section I, Basic Services, of this Supplemental Agreement at the lump sum amount of One Hundred Thirteen Thousand Nine Hundred Fifty Seven Dollars and Twenty Two Cents (\$113,957.22) as summarized in Attachment "A".

For all work associated with Special Services included in Section II, the Engineer will be compensated a fee consisting of direct salary as defined herein, plus Current ALDOT audited rate for overhead, plus profit at ten percent (10%), plus out-of-pocket expenses at the not to exceed amount of One Hundred Forty One Thousand Eight Hundred Forty Three Dollars and Twenty Seven Cents (\$141,843.27) as summarized in Attachment "A".

Direct salary is actual salary paid to each employee.

In addition to compensation computed above, reimbursement of actual cost shall be made for travel, subsistence, telephone, printing costs and other general out-of-pocket expenses required specifically for the contract.

The Owner will pay the Engineer for special services performed by subconsultants at the actual invoice amount. Consultant's time for assisting and coordinating the subconsultants' services will be billed as special services.

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year first above written.

CITY OF FOLEY

Attest: _____
Name: _____
Title: _____

Name: Ralph G. Hellmich
Title: Mayor

Federal Employer ID # (Corporation): 63-6001263

Social Security # (Individual): _____

VOLKERT, INC.

Attest: _____
Name: Jordan Stringfellow
Title: Project Manager

Name: Drew Davis
Title: Vice President

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

**CONSTRUCT ACCESS TAXILANE & 8-UNIT
T-HANGAR**

FOR



THE CITY OF FOLEY

AT

FOLEY MUNICIPAL AIRPORT, FOLEY, AL

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: 1059406

Submission Date: December 12, 2022

PROJECT DESCRIPTION: Construct Access Taxilane & 8-Unit T-Hangar

INDEX

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Project Introduction & Scope.....	3
Basic Service & Special Services Summary	3 - 5
Summary of Engineering Fee Proposal.....	6
Basic Service Man-Hour & Cost Estimate	7 - 11
Special Service Man-Hour & Cost Estimate	12 - 16

ATTACHMENTS

Sub-Consultant Proposals.....	ATTACHMENT B
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PROJECT DESCRIPTION: Construct Access Taxilane & 8-Unit T-Hangar

PROJECT INTRODUCTION & SCOPE

This project will provide for the engineering services required to construct a new pre-engineered 8-unit Nested T-hangar and associated access taxilanes at the Foley Municipal Airport. The new hangar will be constructed south of the existing hangars on the south apron. The access taxilanes will connect to the western edge of the existing south apron and will provide access to the new hangar.

Engineering services will include Basic Professional Services and Special Services. Basic services are defined as professional services provided by the principal consultant (Volkert Inc.). Special services are defined as support services provided by the principal consultant or sub-consultant. An itemized summary of the Basic and Special services is provided below:

BASIC SERVICES (Lump Sum)

Basic Services will include a Preliminary Design Phase, Design Phase, Bid Procurement, and Construction Administration. An anticipated list of services with descriptions is provided below:

- Preliminary Design Phase

The Preliminary Phase will provide for coordination with the Owner and stakeholders to insure a proper understanding of the project by all parties. Development of the project scope, project deliverables, and anticipated schedule will be included with this phase of the project. Site evaluations of existing conditions including topographic surveys and geotechnical pavement investigations will be performed during this phase of the project.

- Design Phase

The Design phase will provide for the engineering design & analysis efforts needed to achieve the goal of the project, based on the scope developed in the preliminary design phase. The information developed from the design and analysis will be used to develop construction plans and specifications to be used in construction of the project. Quality Assurance and Quality Control will consist of multiple reviews from design specialists and experienced construction inspection personnel. Review meetings will be conducted with the owner and project stakeholders upon milestone design completion targets.

- Bid Procurement

The Bid Procurement phase of the project will provide for the services needed to obtain pricing for construction of the project from qualified contractors. Bid packets will be prepared in accordance with the current bid laws for the state of Alabama and an advertisement will be prepared and submitted to the owner.

PROJECT DESCRIPTION: Construct Access Taxilane & 8-Unit T-Hangar

The Engineer of Record will conduct pre-bid meetings and bid opening meetings. All bids will be evaluated and reconciled based on the contract requirements and the owner will be provided with a certified bid tabulation.

- **Construction Administration**

The construction administration phase will provide for the coordination / interaction of the owner, engineer, and prime contractor for the project. The Engineer of Record will attend weekly construction status meeting and will be the primary point of contact for all engineering related issues through project acceptance and project close-out. This service will provide for the review of contractor submittals and shop drawings, request for information, weekly status reports, and monthly construction pay applications. Upon completion of the project, the project site will be evaluated for compliance with the plans and specifications and record drawings will be produced and provided to the owner.

******Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed******

SPECIAL SERVICES (Cost Plus with Not to Exceed)

Special Services will include Topographic Field Survey, Geo-Technical Investigation and Material Testing Services, FAA Documentation, DBE Planning & Uniform Reporting, and Construction Engineering and Inspection Services. An anticipated list of services with descriptions is provided below:

- **Topographic Field Survey - provided by Sub-Consultant**

The topographic field survey will be provided by Smith Clark & Associates, LLC. Refer to Attachment B for summary for scope of work presented by subconsultant.

- **Geo-Technical Services - provided by Sub-Consultant**

- Soil Investigations & Recommendations
- Construction Material Testing (CMT)

The Geo-technical services will be provided by Terracon Consultants, Inc. Refer to Attachment B for summary for scope of work presented by subconsultant.

- **FAA Documentation**

- Prepare and Submit FY2023 Grant Application
- Prepare and Submit FY2023 Grant Quarterly Reports and Monthly F-25's
- Manage Statement of Distribution
- Prepare and Submit Grant Closeout Documents to FAA

PROJECT DESCRIPTION: Construct Access Taxilane & 8-Unit T-Hangar

- DBE Planning & Uniform Reporting
 - Develop a Disadvantaged Business Enterprise (DBE) Plan in accordance with 49 CFR, Part 26
 - Compile and complete the FY 2023 Uniform Report

- Construction Engineering & Inspections (CE&I)

CE&I services will provide for the services needed to ensure the project is constructed in compliance with the construction plans and specifications. Inspectors will be on site during all aspects of the work and will provide daily inspection reports of all contractor activities. The inspection personnel will track and quantify the installation of all required work items and will provide a summarized pay application at the end of each month. The CE&I project manager will prepare and conduct weekly construction status meetings with the Owner, Engineer of Record, Prime Contractor, and project stakeholders to inform all parties involved of the project status.

******Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed******

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document are considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added at the request of the Owner in the form of an amendment or a separate task order.

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

SUMMARY OF ENGINEERING FEE PROPOSAL CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR		
BASIC / PROFESSIONAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 1	TOTAL PRELIMINARY DESIGN PHASE	\$6,001.30
Task 2	TOTAL DESIGN PHASE	\$61,405.90
Task 3	TOTAL BID PHASE	\$8,444.23
Task 4	TOTAL CONSTRUCTION ADMINISTRATION PHASE	\$38,105.79
TOTAL BASIC SERVICE COST - LUMP SUM		\$113,957.22
SPECIAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
Task 5	TOTAL CE&I SERVICES	\$95,781.18
Task 6	TOTAL GEO-TECH SERVICES COST	\$28,350.00
Task 7	TOTAL TOPOGRAPHIC SURVEY SERVICES COST	\$6,825.00
Task 8	TOTAL DBE PLAN & UNIFORM REPORTING COST	\$4,200.00
Task 9	TOTAL FAA DOCUMENTATION	\$6,687.09
TOTAL SPECIAL SERVICE COST - COST PLUS (NTE)		\$141,843.27
TOTAL ENGINEERING COST		\$255,800.49

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	MAN-HOUR PRELIMINARY DESIGN ESTIMATE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
1	PRELIMINARY DESIGN PHASE	Project Manager	Staff 2 Prof	Tech	Admin
1.1	Pre-Design & Owner Coordination Meeting	8	8		2
1.2	Site Evaluation and Visual Inspections	8	8		
TOTAL PRELIMINARY DESIGN MAN-HOURS		16	16	0	2

Task No.	PROPOSED PRELIMINARY DESIGN FEE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR			
1	PRELIMINARY DESIGN PHASE	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	16	\$69.73	\$1,115.68
	Staff 2 Professional	16	\$57.35	\$917.60
	Technician	0	\$39.62	\$0.00
	Administrative Assistant	2	\$29.68	\$59.36
TOTAL DIRECT LABOR				\$2,092.64
	Combined Overhead		143.92%	\$3,011.73
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$5,104.37
	Operating Margin		15.0%	\$765.66
	FCCM (Direct Labor Only)		0.180%	\$3.77
TOTAL LABOR COSTS				\$5,873.80
Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (51 Miles 1-way)	Trips	Miles	Rate
		2	102	\$0.625
TOTAL OUT OF POCKET				\$127.50
TOTAL PRELIMINARY DESIGN PHASE				\$6,001.30

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PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	MAN-HOUR DESIGN ESTIMATE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
2	DESIGN PHASE	Project Manager	Staff 2 Prof	Tech	Admin
2.A	Design & Analysis				
2.A1	Evaluate Survey Data	2	8	8	
2.A2	Perform Drainage Analysis & Design	4	16	8	
2.A3	Develop Horizontal & Vertical Alignments for Taxilanes	1	4	8	
2.A4	Develop Taxilane Pavement Section	1	4	8	
2.B	Plan Development				
2.B1	Title Sheet & Index		1	2	
2.B2	Airport Layout Plan		1	2	
2.B3	Construction Safety & Phasing Plan (CSPP)	2	4	8	
2.B4	Project Notes Sheet	1	2	2	
2.B5	Summary of Quantities	2	8	8	
2.B6	Geometric Data Sheets		2	4	
2.B7	Typical Sections	2	4	8	
2.B8	Plan and Profile Sheets - Taxilanes	2	8	8	
2.B9	Drainage Plan & Details	4	8	16	
2.B10	Marking Plan & Details		2	4	
2.B11	Cross Sections - Taxilanes	2	8	16	
2.B12	Hangar Floor Plan & Minimum Requirements	2	4	8	
2.B13	Hangar Electrical Plan	4	16	24	
2.B14	Utility Plan	4	8	16	
2.C	Construction Contract & Specifications				
2.C1	Contract Documents	2	8		8
2.C2	Technical Specifications	2	16		8
2.D	Permitting & Coordination				
2.D1	Notice of Proposed Construction - FAA 7460 (Hangar)	1	2	2	
2.D2	Notice of Proposed Construction - FAA 7460 (CSPP)	1	2	2	
2.D3	Coordination with City of Foley Building Department & Fire Department	8	8		

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	MAN-HOUR DESIGN ESTIMATE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
2	DESIGN PHASE	Project Manager	Staff 2 Prof	Tech	Admin
2.E	QA/QC				
2.E1	Engineer's Report	2	4	8	4
2.E2	QA/QC Documents & Reviews		8		
2.E3	Peer and Constructability Reviews	8	8		
2.F	Submittals & Review Meetings				
2.F1	90% Packaging & Submission		2		2
2.F2	90% Review Meeting with Sponsor	2	4		
2.F3	100% Packaging & Submission		2		2
2.F4	100% Review Meeting with Sponsor	2	4		2
TOTAL DESIGN MAN-HOURS		61	176	170	26

Task No.	PROPOSED DESIGN FEE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
2	DESIGN PHASE	Man-hour	Rate	Cost	
Labor Costs					
	Project Manager	61	\$69.73	\$4,253.53	
	Staff 2 Professional	176	\$57.35	\$10,093.60	
	Technician	170	\$39.62	\$6,735.40	
	Administrative Assistant	26	\$29.68	\$771.68	
TOTAL DIRECT LABOR				\$21,854.21	
	Combined Overhead		143.92%	\$31,452.58	
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$53,306.79	
	Operating Margin		15.0%	\$7,996.02	
	FCCM (Direct Labor Only)		0.180%	\$39.34	
TOTAL LABOR COSTS				\$61,342.15	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (51 Miles 1-way)	Trips	Miles	Rate	Cost
		1	102	\$0.625	\$63.75
TOTAL OUT OF POCKET					\$63.75
TOTAL DESIGN PHASE				\$61,405.90	LS

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	MAN-HOUR BID PHASE ESTIMATE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
3	BID PHASE	Project Manager	Staff 2 Prof	Tech	Admin
3.1	Coordinate Project Advertisement		2		4
3.2	Prepare Bid Packets & Upload to Quest		2		2
3.3	Conduct Pre-Bid Meeting	4	4		
3.4	Prepare Resume of Pre-Bid Meeting	2	8		2
3.5	Address Questions & Issue Addendums	2	8		2
3.6	Conduct Bid Opening	2	2		
3.7	Evaluate & Reconcile Bids	2	4	2	1
TOTAL BID MAN-HOURS		12	30	2	11

Task No.	PROPOSED BID PHASE FEE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
3	BID PHASE	Man-hour	Rate	Cost	
Labor Costs					
	Project Manager	12	\$69.73	\$836.76	
	Staff 2 Professional	30	\$57.35	\$1,720.50	
	Technician	2	\$39.62	\$79.24	
	Administrative Assistant	11	\$29.68	\$326.48	
TOTAL DIRECT LABOR				\$2,962.98	
	Combined Overhead		143.92%	\$4,264.32	
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$7,227.30	
	Operating Margin		15.0%	\$1,084.10	
	FCCM (Direct Labor Only)		0.180%	\$5.33	
TOTAL LABOR COSTS				\$8,316.73	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (51 Miles 1-way)	Trips	Miles	Rate	Cost
		2	102	\$0.625	\$127.50
TOTAL OUT OF POCKET					\$127.50
TOTAL BID PHASE					\$8,444.23

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PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
4	CONSTRUCTION ADMINISTRATION PHASE (180 Calendar Days)	Project Manager	Staff 2 Prof	Tech	Admin
4.1	Contract Preparation/Printing/Execution		4		8
4.2	Pre-Construction Meeting	4	4		
4.3	Periodic Site Visits & Attend Weekly Meetings	48	96		
4.4	Review Shop Drawings / Submittals	8	16		
4.5	Review Report(s) Pay Estimates		6		
4.6	Attend Final Inspection	4	4		
4.7	Prepare & Issue Record Drawings	1	2	8	8
TOTAL CONSTRUCTION ADMIN. MAN-HOURS		65	132	8	16

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE - VOLKERT CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR			
4	CONSTRUCTION ADMINISTRATION PHASE	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	65	\$69.73	\$4,532.45
	Staff 2 Professional	132	\$57.35	\$7,570.20
	Technician	8	\$39.62	\$316.96
	Administrative Assistant	16	\$29.68	\$474.88
TOTAL DIRECT LABOR				\$12,894.49
	Combined Overhead		143.92%	\$18,557.75
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$31,452.24
	Operating Margin		15.0%	\$4,717.84
	FCCM (Direct Labor Only)		0.180%	\$23.21
TOTAL LABOR COSTS				\$36,193.29
Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (51 Miles 1-way)	Trips	Miles	Rate
		30	102	\$0.625
				\$1,912.50
TOTAL OUT OF POCKET				\$1,912.50
TOTAL CONSTRUCTION ADMINISTRATION PHASE				\$38,105.79

LS

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
5	CE&I SERVICES (180 Calendar Days)	Const. PM	RPR 2	RPR 1	Admin.
5.1	Conduct Pre-Construction Meeting	4	4		4
5.2	Daily Inspection & Reporting	96	320	640	
5.3	Conduct Weekly Status Meetings & Prepare Meeting Minutes	48			48
5.4	Prepare Contractor's Pay Estimates	6		12	12
5.5	Conduct Final Inspection / Punch List	4	4	8	
5.6	Prepare As-Builts	2	8		
5.7	Prepare Project Closeout Documentation	2	8	8	16
TOTAL CE&I MAN-HOURS		162	344	668	80

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION FEE CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR			
5	CE&I Services	Man-hour	Rate	Cost
Labor Costs				
	Construction Project Manager	162	\$48.51	\$7,858.62
	Resident Inspector 2	344	\$27.18	\$9,349.92
	Resident Inspector 1	668	\$19.07	\$12,738.76
	Administrative Assistant	80	\$29.68	\$2,374.40
TOTAL DIRECT LABOR				\$32,321.70
	Combined Overhead		143.92%	\$46,517.39
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$78,839.09
	Operating Margin		10.0%	\$7,883.91
	FCCM (Direct Labor Only)		0.180%	\$58.18
TOTAL LABOR COSTS				\$86,781.18
Out of Pocket Costs				
	Travel Expenses (Daphne office to Project Site) (24 Miles 1-way)	Trips	Miles	Rate
		300	48	\$0.625
TOTAL OUT OF POCKET				\$9,000.00
TOTAL CE&I SERVICES				\$95,781.18

NTE

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	GEO-TECH SERVICES SUB-CONSULTANT (Terracon Consultants, Inc.)	
6	GEO-TECH SERVICES - TERRACON	Cost
6.1	Soil Investigations and Recommendations	\$9,500.00
6.2	Construction Material Testing & Reporting	\$17,500.00
SUBTOTAL SUBCONSULTANT COST		\$27,000.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$1,350.00
TOTAL GEO-TECH SERVICES COST		\$28,350.00

NTE

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	TOPOGRAPHIC SURVEY SERVICES SUB-CONSULTANT (Smith, Clark, & Associates, Inc.)	
7	TOPOGRAPHIC SURVEY SERVICES	Cost
7.1	Topographic Survey Services	\$6,500.00
SUBTOTAL SUBCONSULTANT COST		\$6,500.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$325.00
TOTAL TOPOGRAPHIC SURVEY SERVICES COST		\$6,825.00

NTE

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	DEVELOP DBE PLAN & UNIFORM REPORTING SUB-CONSULTANT (Taffy Pippin Consulting, LLC)	
8	DEVELOP DBE PLAN & UNIFORM REPORTING	Cost
8.1	Develop DBE Plan & Uniform Reporting	\$4,000.00
SUBTOTAL SUBCONSULTANT COST		\$4,000.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$200.00
TOTAL DBE PLAN & UNIFORM REPORTING COST		\$4,200.00

NTE

PROJECT DESCRIPTION: Construct Access Taxilane and 8-Unit T-Hangar

Task No.	MAN-HOUR FAA DOCUMENTATION ESTIMATE CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR				
9	FAA DOCUMENTATION	Project Manager	Staff 2 Prof	Tech	Admin
9.A	FY2023 Grant Application				
9.A1	Prepare & Submit Grant Application Packet		2	2	4
9.A2	Review Meeting with Sponsor		4		
9.A3	Attend City Board Meeting		4		
9.B	FY2023 Grant Management				
9.B1	Prepare & Submit Grant Quarterly Reports		3		9
9.B2	Prepare & Submit Monthly F-25 Invoice via ARGOS System		3		12
9.B3	Manage Statement of Distribution		2		8
9.B4	Grant Closeout Documents		2		8
TOTAL FAA DOC MAN-HOURS		0	20	2	41

Task No.	PROPOSED FAA DOCUMENTATION FEE CONSTRUCT ACCESS TAXILANE & 8-UNIT T-HANGAR			
9	FAA Documentation	Man-hour	Rate	COST
Labor Costs				
	Project Manager	0	\$69.73	\$0.00
	Staff 2 Professional	20	\$57.35	\$1,147.00
	Technician	2	\$39.62	\$79.24
	Administrative Assistant	41	\$29.68	\$1,216.88
TOTAL DIRECT LABOR				\$2,443.12
	Combined Overhead		143.92%	\$3,516.14
TOTAL LABOR + OVERHEAD				\$5,959.26
	Operating Margin		10%	\$595.93
	FCCM (Direct Labor Only)		0.180%	\$4.40
SUBTOTAL LABOR COSTS				\$6,559.59
Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (51 Miles 1-way)	Trips	Miles	Rate
		2	102	\$0.625
TOTAL OUT OF POCKET				\$127.50
TOTAL FAA DOCUMENTATION				\$6,687.09

NTE

PROJECT DESCRIPTION: Construct Access Taxilane & 8-Unit T-Hangar

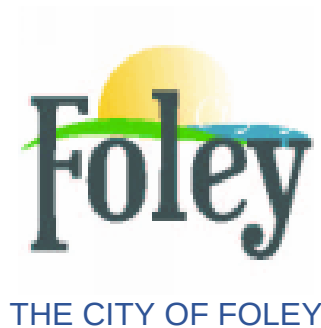
ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

**CONSTRUCT ACCESS TAXILANE & 8-UNIT
T-HANGAR**

FOR



AT

FOLEY MUNICIPAL AIRPORT, FOLEY, AL

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: 1059406

Submission Date: December 12, 2022

**TERRACON
CONSULTANTS, INC.**



6215 Rangeline Road, Suite 115
Theodore, AL 36582
P (251) 443-5374
Terracon.com

December 1, 2022

Volkert, Inc.
1110 Montlimar Dr., Suite 1050
Mobile, Alabama 36609

Attn: Jordan Stringfellow, P.E.
P: (251) 342-1070
E: jordan.stringfellow@volkert.com

RE: Proposal for Geotechnical Engineering Services
Foley Municipal Airport
510 Airport Dr
Foley, Alabama
Terracon Proposal No. PEK225070

Dear Jordan Stringfellow, P.E.:

We appreciate the opportunity to submit this proposal to Volkert, Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base lump sum fee to perform the Scope of Services described in this proposal is \$8,500 (plus an estimated \$1,000 for private utility locate) with an anticipated delivery date of 4 to 6 weeks after signed authorization. Exhibit C includes details of our fees as well as a general breakdown of our anticipated schedule. This proposal may be accepted by executing the attached Agreement or issuing the standard Volkert/Terracon Agreement for Services and returning one executed copy along with this proposal to Terracon.

Sincerely,
Terracon

John D. Cooch
Assistant Project Manager

Matthew R. Ponder, P.E.
Office Manager

Peer Reviewed by: Ryan P. Steiner, P.E. (MS) – Senior Engineer

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Volkert, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Foley Airport - Proposed Hangar and Access Taxiways project ("Project"), as described in Consultant's Proposal dated 12/01/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
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- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**By: _____ Date: **12/1/2022**Name/Title: **Matthew R. Ponder / Office Manager**Address: **6215 Rangeline Rd Bldg 115
Theodore, AL 36582-5223**Phone: **(251) 443-5374** Fax: **(251) 443-5377**Email: **Matt.Ponder@terracon.com**Client: **Volkert, Inc.**

By: _____ Date: _____

Name/Title: **Jordan Stringfellow / Project Engineer**Address: **1110 Montlimar Dr Ste 1050
Mobile, AL 36609-1795**Phone: **(251) 342-1070** Fax: _____Email: **jordan.stringfellow@volkert.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Volkert, Inc. and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Volkert, Inc. and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Jordan Stringfellow, P.E. on November 28, 2022. The request included a Parcel Map, a Google Earth image of the site, and conceptual plan drawings of the layout of the planned development.
Project Description	The project consists of a new 8-Unit T-hangar and access taxiway at the east end of the existing Foley Municipal Airport. The project also includes a pavement investigation of the existing runway.
Proposed Structure	Structure associated with the project include a new hangar approximately 10,200 square feet in size.
Building Construction	Assumed to be slab on grade with steel framing.
Finished Floor Elevation	Not provided; boring depths have assumed that finished floor is not more than 2 feet above or below existing grade.
Maximum Loads	In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects. - Columns: 50 kips - Walls: 3 kips per linear foot (klf) - Slabs: 105 pounds per square foot (psf)
Grading/Slopes	Assumed minimal grading will be required, less than 2 feet of cut or fill.
Pavements	We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption. We assume Volkert will provide traffic data required for our pavement analysis
Building Code	2018 IBC

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 510 Airport Dr in Foley, Alabama. 30.42713° N, -87.70352° W (approximate) (See Exhibit D)
Existing Improvements	The construction limits of this project have been mass graded and cleared of all large vegetation.
Current Ground Cover	Grass with the construction limits, asphalt on the existing runway
Existing Topography	The site is relatively flat with an approximate elevation of 57 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of silty to clayey sands.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Volkert, Inc., and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
2	30	Hangar area
2	10	Taxiway/apron
3	6	Existing runway with asphalt core

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous flight solid stem augers and/or rotary wash boring techniques as necessary depending on soil conditions. Water may be used as a drilling fluid and the spent water will be discharged on-site. Our compensation and budget considers water is available on-site.

Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

Upon completion of drilling, we will backfill borings in accordance with Alabama State Regulations, auger cuttings. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Terracon expects assistance from Volker to gaining access onto the existing runway and to provide safety precautions during the duration of our time on the runway.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Alabama 811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service. Fees associated with this service are included in our Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Moisture content
- Atterberg limits
- Grain size analysis

Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions

- Recommended shallow foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Earthwork recommendations including site/subgrade preparation
- Recommended pavement options and design parameters

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Fee ²
Subsurface Exploration ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	\$8,500 lump sum
Private Utility Locate Service	\$1,000 (estimated)
Total	\$9,500

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. A drill crew standby rate of \$300 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	3 to 5 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	15 days after completion of field program
Delivery of Final Report	4 to 6 weeks after notice proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

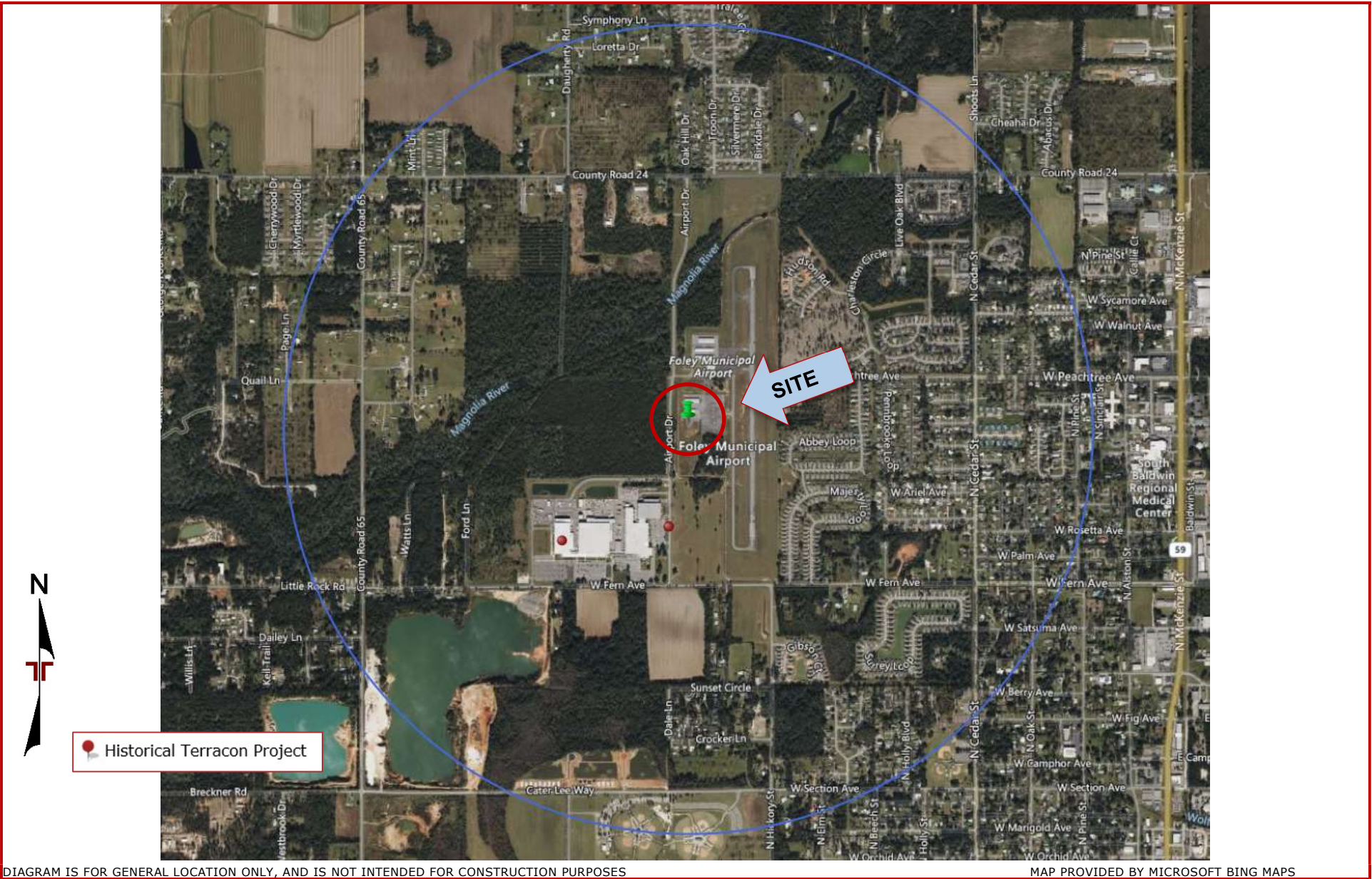
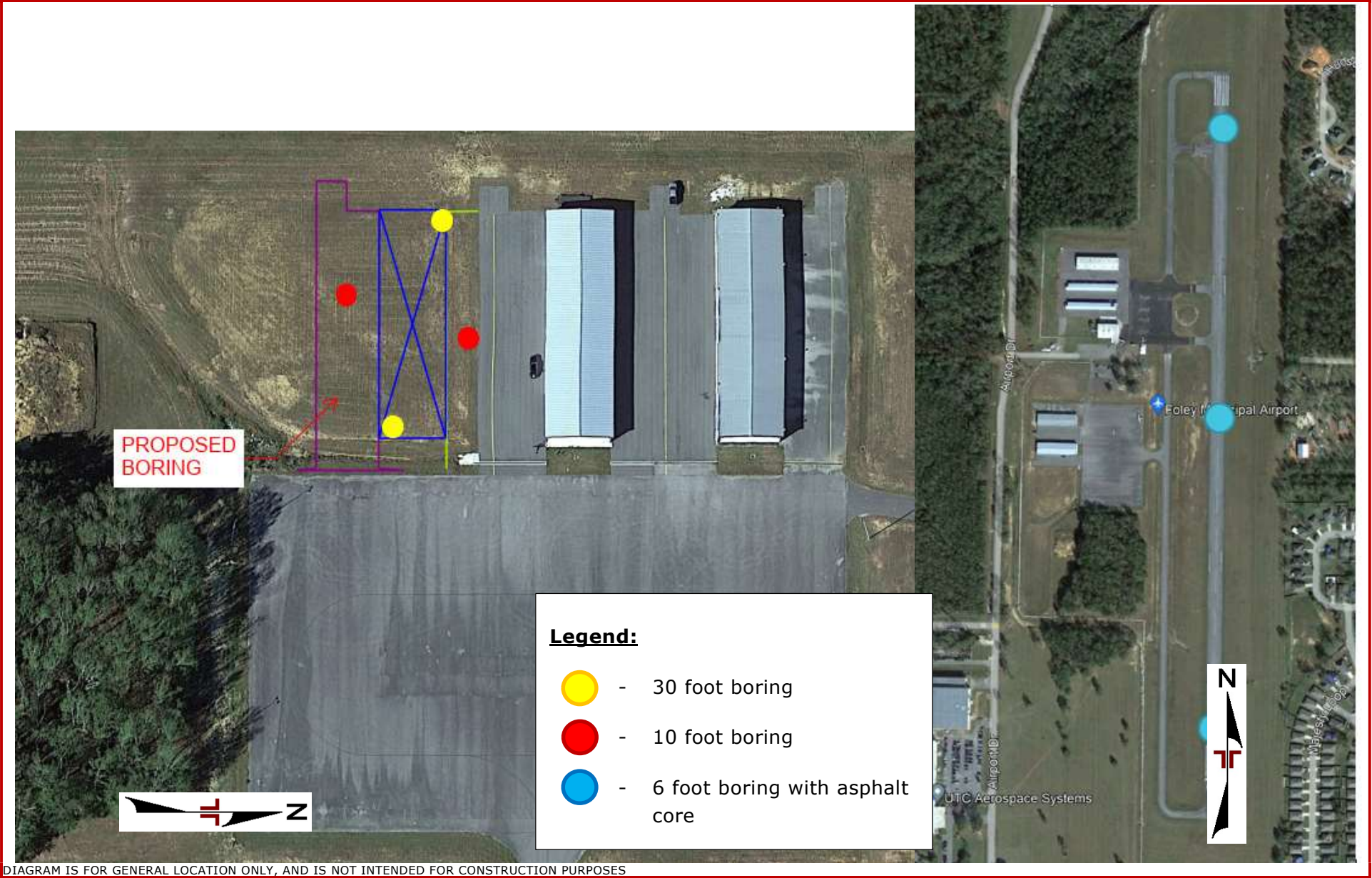


Exhibit E – Anticipated Exploration Plan





6215 Rangeline Road, Suite 115
Theodore, AL 36582
P (251) 443-5374
Terracon.com

December 2, 2022

Volkert, Inc
1110 Montlimar Dr., Suite 1050
Mobile, Alabama 36609

Attn: Jordan Stringfellow, P.E.
P: (251) 342-1070
E: jordan.stringfellow@volkert.com

RE: Proposal for Construction Materials Testing Services
Foley Municipal Airport
510 Airport Dr
Foley, Alabama
Terracon Proposal No. PEK221068

Dear Jordan Stringfellow, P.E.:

We appreciate the opportunity to submit this proposal to Volkert, Inc to provide Construction Materials Testing services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

We have established an estimated budget to perform the Scope of Services described in this proposal of \$17,500 for the project based on our limited review of the plans and specifications, as well as our experience with similar projects. Exhibit C includes details of our fees.

This proposal may be accepted by executing the attached Agreement or issuing the standard Volkert/Terracon Agreement for Services and returning one executed copy along with this proposal to Terracon.

Sincerely,

Terracon

John D. Cooch
Assistant Project Manager

Matthew R. Ponder, P.E.
Office Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Volkert, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Atmore Municipal Airport - Hangar Box & Access Taxiway project ("Project"), as described in Consultant's Proposal dated 12/02/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**By: _____ Date: **12/2/2022**Name/Title: **Matthew R. Ponder / Office Manager**Address: **6215 Rangeline Rd Bldg 115
Theodore, AL 36582-5223**Phone: **(251) 443-5374** Fax: **(251) 443-5377**Email: **Matt.Ponder@terracon.com**Client: **Volkert, Inc.**

By: _____ Date: _____

Name/Title: **Jordan Stringfellow / Project Engineer**Address: **1110 Montlimar Dr Ste 1050
Mobile, AL 36609-1795**Phone: **(251) 342-1070** Fax: _____Email: **jordan.stringfellow@volkert.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described below based upon feedback from Volkert, Inc and our limited review of the plans and specifications. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Volkert, Inc and/or the design team verify all information prior to our initiation of field exploration activities.

Project Information & Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Jordan Stringfellow on November 28, 2022. The request included a Parcel Map, a Google Earth image of the site, and conceptual plan drawings of the layout of the planned development.
Project Description	The project consists of a new 8-Unit T-hangar and access taxiway at the east end of the existing Foley Municipal Airport. The project also includes a pavement investigation of the existing runway.
Site Information	The project is located at 510 Airport Dr in Foley, Alabama. 30.42713° N, -87.70352° W (approximate) (See Exhibit D)
Proposed Structure	Structure associated with the project include a new hangar approximately 10,200 square feet in size.
Building Construction	Assumed to be slab on grade with steel framing.
Foundation Type(s)	Shallow foundation with isolated spread footing and thickened slab edge
Finished Floor Elevation	Expected to be at or near existing grade
Grading	Minimal, less than 2 feet
Pavements	Apron and taxiway
Building Code	2018 International Building Code (IBC)

The information provided in the table above is based on conversations with the Volkert. During construction, Terracon will need to be provided with digital copies of all current/revised drawings, details, specifications, Requests for Information, reviewed submittals, approved concrete mix designs, and any other clarifying or modifying communication that affect our portion of the work.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field services, laboratory testing, and project delivery. These services are described in the following sections.

Field Services

It is our understanding that the planned project will require Construction Materials Testing services. For this project, Terracon will provide engineering technicians to perform field testing, and other construction monitoring activities during construction. The activities will be performed in general accordance with the project plans and specifications or standard industry practice (ASTM or ACI standards) when not covered by the project plans and specifications. Our services will include the following:

Earthwork

- Observation of proofrolls to evaluate the stability of the subgrade and provision of mitigation recommendations, as needed
- Laboratory testing of proposed engineering fill materials
- Periodic field density testing of engineering fill

Shallow Foundations & Floor Slabs

- Observation of proofrolls to evaluate the stability of the subgrade
- Documentation materials below footing are adequate to achieve the designed bearing capacity
- Observation of subgrade prior to placement of reinforcing steel to document stability

Cast-in-Place Concrete

- Observation and documentation of formwork, reinforcing steel, and embed elements prior to concrete placement
- Document use of specified mix design
- Observation and documentation of concrete placements
- Sampling and testing the fresh properties of concrete during placement
- Casting and curing concrete specimens
- Laboratory compressive strength testing of concrete specimens
- Floor flatness and levelness measurements of building slab-on-grade

Pavements (Asphalt)

- Field density testing of aggregate base
- Documentation of subgrade stability prior to paving operations
- Observation and documentation of asphalt placement
- Field density testing of asphalt
- Laboratory testing of provided asphalt cores (thickness & density of cores)

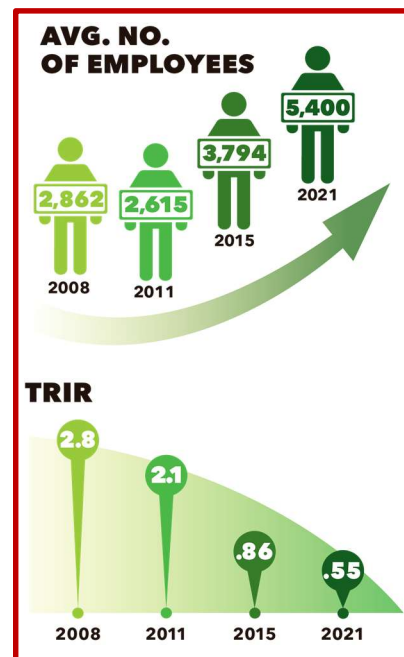
Our scope of services as quoted in this proposal will not include the following items, but can be added upon request:

- Observation and testing of concrete placements for sidewalks
- Fabrication shop structural steel inspection
- Building framing inspections
- Full-time observation of field welding activities
- Full-time utilities observation and testing
- Full-time masonry observation and testing
- Observation and testing of monolithic, mastic, and intumescent fireproofing

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate.

Our field work on this project will be conducted under the guidance of a Terracon safety plan that considers the information that we know about this site as it relates to safety and potential safety hazards. Our services specifically exclude the overall job site safety responsibility (including the client, contractors, subcontractors, or other parties present at the site) and our services do not relieve any contractor/subcontractor from complying with project specifications.



Staff and Laboratory Accreditations

Terracon's team includes ACI certified technicians and Alabama-licensed Professional Engineers, as well as NICET and ICC Certified field managers with over 10 years of experience in materials testing and analyses. The team has performed and managed field

and laboratory testing, including Special Inspections per Chapter 17 of the IBC for projects throughout Mississippi and Louisiana.

Our laboratories operate under our Corporate Construction Materials Laboratory Quality Management System (QMS). Our QMS was established using the following standards:

- AASHTO R18 – Standard Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories
- ASTM E329 – Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
- ASTM D3740 – Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and rock as used in Engineering Design and Construction
- ASTM C1077 – Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- ASTM D3666 – Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials

Our QMS Manual and laboratory procedures have been audited by multiple independent outside agencies. Our Ridgeland, Mississippi laboratory holds the following accreditations:

- AASHTO Materials Reference Laboratory (AMRL)
- Cement and Concrete Reference Laboratory (CCRL)
- US Army Corps of Engineers (USACE)
- Mississippi Departments of Transportation (MDOT)

Project Management, Delivery, and Scheduling

Terracon will designate a Project Manager to oversee our Scope of Services for the project. Terracon's Project Manager will utilize Terracon's proprietary project and data management software program, CMELMS™, to track all client service requests, daily field reports, laboratory test results, concrete history and performance, invoicing, project budgets, project reports, and invoice distribution. The Project Manager will designate appropriate parties to perform field tests and observations, as well as review and distribute reports to the appropriate parties designated in the contract documents. The results of our services will be provided:

- Verbally, preliminary field results will be communicated daily to the on-site representative; and
- Electronically, non-deviation reports will be emailed to distribution list within 3 business days and deviation reports will be emailed within 24 hours

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your construction/design team the necessary link and password to access the website (if not previously registered). We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal.

Materials testing is often scheduled by the contractor's representative. We request that that the contractor establishes communication with Terracon so that we may better understand the work schedule and share contact information. It is the **responsibility of the contractor** to provide our office with a **minimum 24-hour advance notice** of construction activities or cancelations which would require monitoring our services. All scheduling and dispatching can be made **via telephone at (769) 233 2030**.

Exhibit C - Compensation

The Fee Estimate attached presents our estimated fees for the project based upon our limited review of the project plans and specifications, as well as our experience with similar projects. The Fee Estimate outlines the unit rates for our services. Circumstances outside of our control, such as inclement weather, efficiency of scheduling by site personnel, efficiency of the contractor and subcontractors, or substandard work requiring extensive re-testing, may dictate that our technician be on-site for a greater period of time than originally estimated. For this reason, we cannot definitively predict the actual amount of time that will be required of our on-site technician.

The hourly rate for the on-site technician includes all equipment to perform field tests, and no separate "per test" charges will apply. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal working hours between 7:00am and 5:00 pm, in excess of 8 hours per day, Saturdays. A rate of 2.0 times the regular rate will be charged for all work performed on Sundays and Terracon recognized Holidays. A 4-hour minimum charge applies to all work. All charges will be applied in 0.5-hour increments after 4-hour minimum is met.

We will invoice for these services on a monthly basis for the actual units at the unit rates shown on the Fee Estimate. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal.



Fee Estimate
Construction Materials Testing Services
Foley Municipal Airport

Sitework

Field Services

Earthwork: Building Subgrade

Engineering Technician	1	trip @	6	hrs/trip @	\$70.00	/hour	\$420.00
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Earthwork: Pavement Subgrade

Engineering Technician	1	trip @	6	hrs/trip @	\$70.00	/hour	\$420.00
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Utilities: Ductbanks Back Fill

Engineering Technician	1	trip @	6	hrs/trip @	\$70.00	/hour	\$420.00
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Sample Pickups

Engineering Technician	1	trip @	4	hrs/trip @	\$70.00	/hour	\$280.00
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Miscellaneous

Trip Charge			4	trips @	\$110.00	/trip	\$440.00
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Laboratory Services

Atterberg Limits			1	test @	\$65.00	/test	\$65.00
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Moisture Content			1	test @	\$12.00	/test	\$12.00
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Grain Size Analysis			1	test @	\$60.00	/test	\$60.00
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#200 Wash			1	test @	\$45.00	/test	\$45.00
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Proctor Density			1	test @	\$195.00	/test	\$195.00
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Professional Services

Project Management and Administration

Authorized Project Reviewer			1	hour @	\$195.00	/hour	\$195.00
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Project Manager			4	hours @	\$165.00	/hour	\$660.00
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Clerical			1	hour @	\$55.00	/hour	\$55.00
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Subtotal: Sitework							\$3,267.00
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Cast-In-Place Concrete

Field Services

Foundation Inspection

Senior Technician	2	trips @	6	hrs/trip @	\$80.00	/hour	\$960.00
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Foundation Pours

Engineering Technician	2	trips @	6	hrs/trip @	\$70.00	/hour	\$840.00
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Building Slabs

Engineering Technician	2	trips @	8	hrs/trip @	\$70.00	/hour	\$1,120.00
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Reinforcing Steel

Senior Technician	2	trips @	4	hrs/trip @	\$80.00	/hour	\$640.00
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Sample Pickups

Engineering Technician	4	trips @	4	hrs/trip @	\$70.00	/hour	\$1,120.00
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Miscellaneous

Trip Charge			12	trips @	\$110.00	/trip	\$1,320.00
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Laboratory Services

Concrete Cylinder: Foundation	30	tests @	\$18.00	/test	\$540.00
Concrete Cylinder: Building Slabs	40	tests @	\$18.00	/test	\$720.00

Professional Services

Project Management and Administration

Authorized Project Reviewer	2	hours @	\$195.00	/hour	\$390.00
Project Manager	10	hours @	\$165.00	/hour	\$1,650.00
Clerical	2	hours @	\$55.00	/hour	\$110.00

Subtotal: Cast-In-Place Concrete \$9,410.00

Pavement

Field Services

Aggregate: Base

Engineering Technician	2	trips @	6	hrs/trip @	\$70.00	/hour	\$840.00
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Asphalt Paving

Senior Technician	2	trips @	8	hrs/trip @	\$80.00	/hour	\$1,280.00
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Sample Pickups

Engineering Technician	1	trip @	4	hrs/trip @	\$70.00	/hour	\$280.00
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Miscellaneous

Trip Charge	5	trips @			\$110.00	/trip	\$550.00
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Laboratory Services

Aggregate

Stone Proctor Test	1	test @			\$250.00	/test	\$250.00
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Asphaltic Concrete

Asphalt Core: Density test	6	tests @			\$50.00	/test	\$300.00
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Professional Services

Project Management and Administration

Authorized Project Reviewer	1	hour @	\$195.00	/hour	\$195.00
Project Manager	6	hours @	\$165.00	/hour	\$990.00
Clerical	1	hour @	\$55.00	/hour	\$55.00

Subtotal: Pavement \$4,740.00

Stormwater Inspection

Field Services

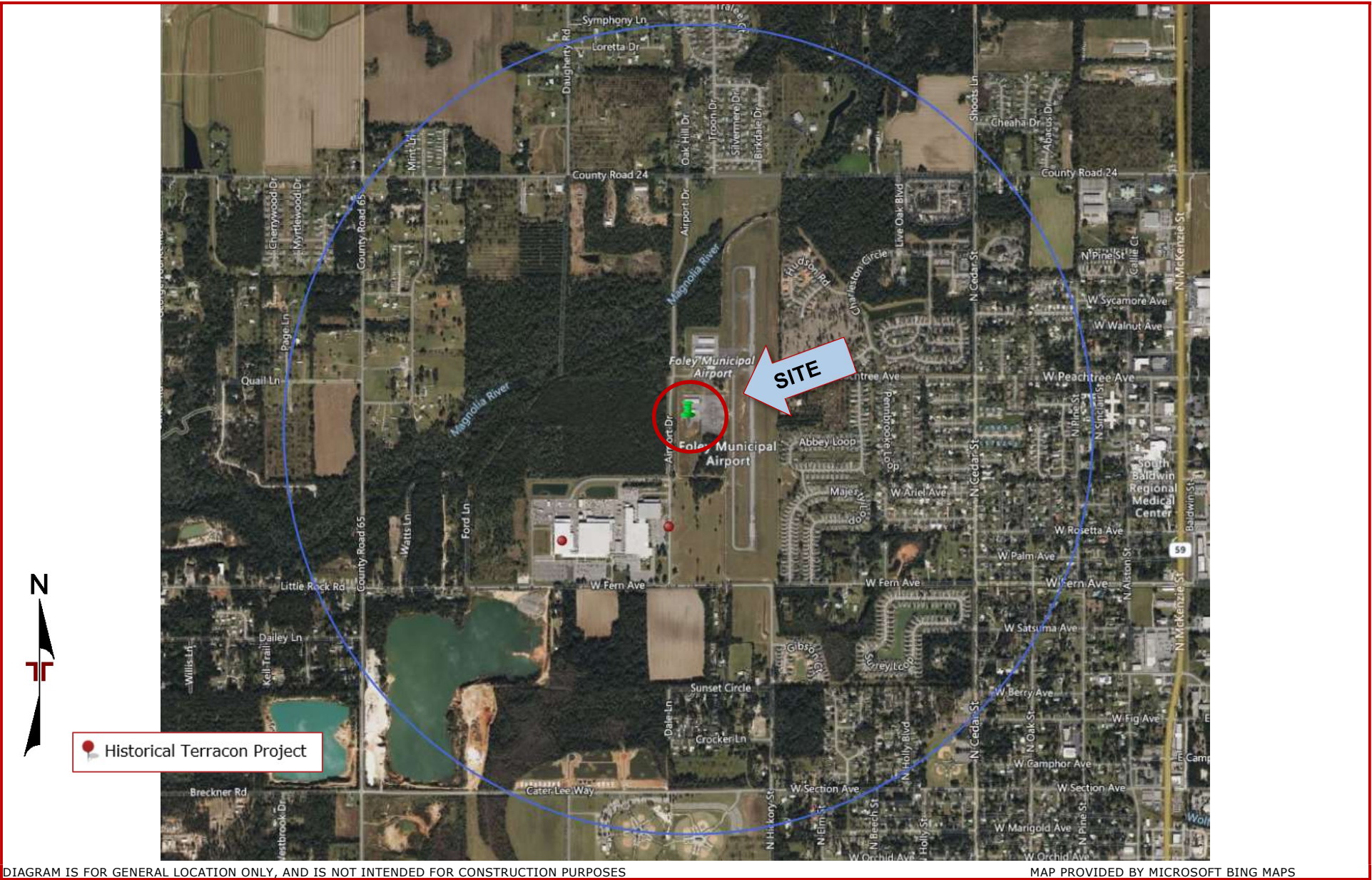
Inspection Report

Inspection Report	0	reports @	\$575.00	/report	\$0.00
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Subtotal: Storm Water Inspection \$0.00

TOTAL FEE ESTIMATE \$17,417.00

Exhibit D – Site Location



Proposal for Construction Materials Testing Services

Foley Municipal Airport | Foley, Alabama

December 2, 2022 | Terracon Proposal No. PEK221068

**Project Specific Details Form**

Project Name	Foley Municipal Airport		
Project Location	510 Airport Dr Foley, Alabama		
Client Contact	Volkert, Inc		
Client Contact	Name	Jordan Stringfellow, P.E.	Phone (251) 342-1070
	Email	jordan.stringfellow@volkert.com	
Terracon Contact	Name	Matthew R. Ponder, P.E.	Phone (251) 443-5374
	Email		

Invoicing Instructions	Contact Name	Jordan Stringfellow, P.E.
	Contact Address	1110 Montlimar Dr., Suite 1050
	Contact Email	jordan.stringfellow@volkert.com
	Contact Phone	(251) 342-1070
	Email / Mail / Upload	

Special Forms/ Requirements	Form	Required Y/N	If Yes, please provide details/forms
	COI		
	W9		
	PO #		
	Pay App		
	Lien Waiver		
	Other		

Report Distribution List	Name	Phone No.	Email

Additional Info Comments	
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**SMITH, CLARK, &
ASSOCIATES, INC.**



November 30, 2022

Jordan Stringfellow, PE
Project Engineer
Volkert, Inc.
1110 Montlimar Dr.
Suite 1050
Mobile, AL 36609

RE: Foley Airport

Dear Jordan,

Smith, Clark & Associates is pleased to submit this proposal for surveying services associated with the survey of the property referenced above.

PROJECT

Topographic Survey of a portion of Foley Airport as depicted in KMZ provided with specific instructions as outlined in scope of services

BASIC SCOPE OF SERVICES

Inside the area defined by the attached PDF:

- Locate edges of pavement (points to be spaced 25' and all corners)
- Locate a 25' x 25' grid on pavement (locate all grade changes in pavement)
- Locate a 25' x 25' grid on grass area
- Locate slopes off edges of pavement and ditches (locate toe of slope, ditch geometry)
- Locate existing building (get shots where asphalt meets concrete pad at each corner and a couple shots in the middle of each building face)
- Locate geotechnical core extractions
- Locate existing pavement markings
- Locate any drainage structures – trench drain, headwalls, pipes with inverts and directions, etc.
- Locate utilities
- Locate any objects within survey limits (edge lights, fuel farm, buildings, drainage structures, fence, etc.)
- Set a minimum of 2 construction controls.

TOTAL FEE:

\$ 6500



SCHEDULE

We can start field work within three week of receipt of executed contract with an estimated time of two - three weeks to complete field work and drafting.

TERMS AND CONDITIONS

This proposal has been prepared with the express understanding that the selection of our firm to perform professional services is based upon the qualifications, experience, and reputation of the staff at Smith, Clark & Associates, L.L.C. (SC&A)

All services are based on our fee schedule available upon request, the figures in this proposal are estimates. In the case that the project will require additional time and exceeding our original estimate you will be notified, and we

will request authorization to continue with the project. If authorization to proceed is not granted, we will cease all work and bill for services rendered to date.

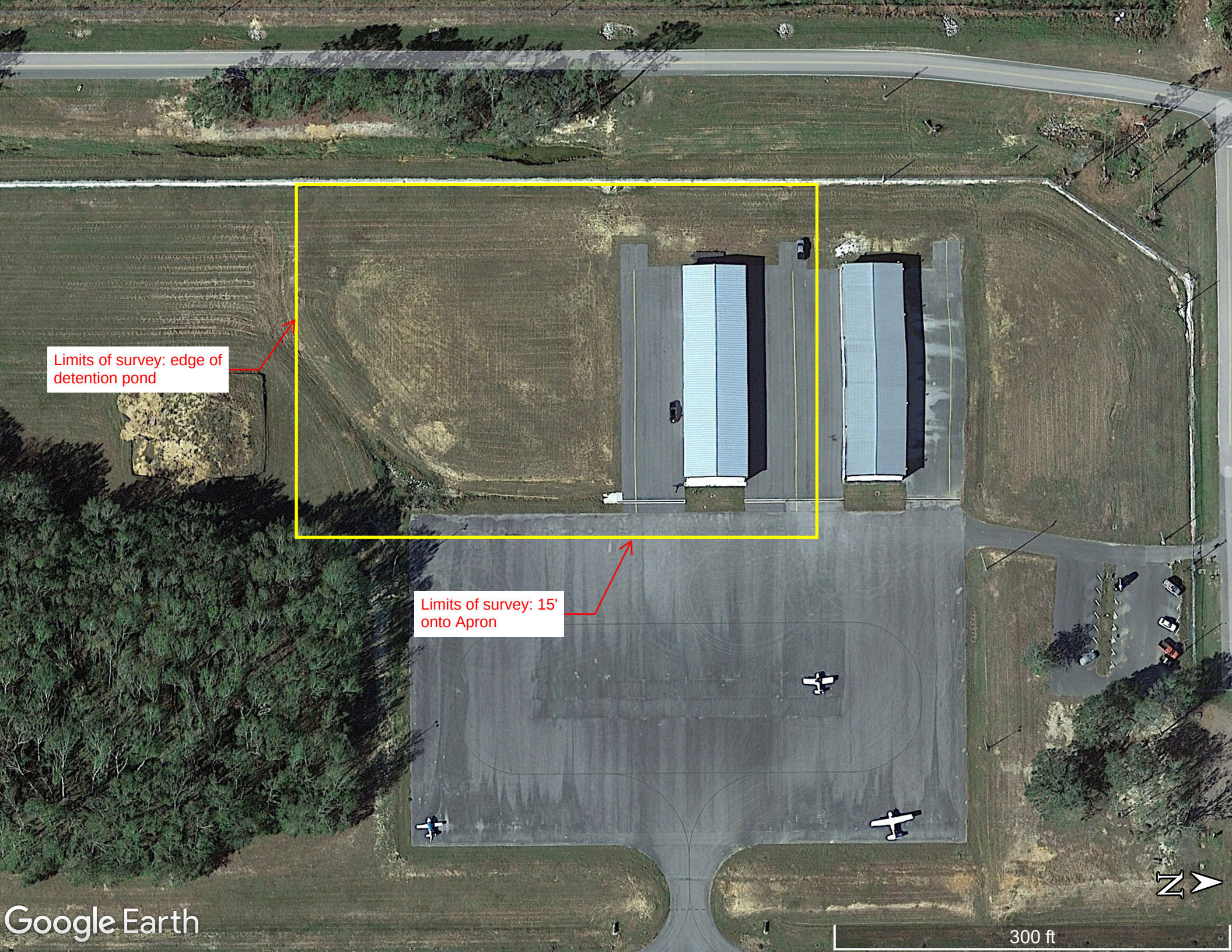
AUTHORIZATION

If this proposal meets your approval, please return an executed contract. Receipt of the executed contract will serve as our authorization to proceed. If you have any questions, please do not hesitate to contact us.

Sincerely,

Smith, Clark & Associates

Daniel Clark, PLS
Vice-President



Limits of survey: edge of
detention pond

Limits of survey: 15'
onto Apron

**TAFFY PIPPIN
CONSULTING, LLC**



November 30, 2022

Jordan Stringfellow, P.E.
Project Engineer
Volkert, Inc.
1110 Montlimar Dr., Suite 1050
Mobile, AL 36609

RE: DBE PLAN UPDATE FY 2023
UNIFORM REPORT 2020 & 2023
FOLEY MUNICIPAL AIRPORT
FOLEY, ALABAMA
LETTER OF AGREEMENT

Dear Ms. Stringfellow:

It is my understanding, that Volkert Inc. desires to engage a consultant to develop a Disadvantaged Business Enterprise Plan Update in accordance with 49 CFR, Part 26, associated with Federal Aviation Administration projects for FY 2023 at the Foley Municipal Airport, Foley, Alabama. Taffy Pippin Consulting, LLC is pleased to offer the following proposal to accomplish the above cited services.

Taffy Pippin Consulting, LLC will provide Volkert Inc. with a Disadvantaged Business Enterprise Plan in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

1. Provide a proposed legal advertisement for public input into proposed DBE goals within ten working days of the issuance of a "Notice to Proceed";
2. Develop Interim goals for DBE participation in FAA projects with its associated methodology to the City for coordination with FAA within ten working days following the issuance of a "Notice to Proceed";
3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA;
4. Develop a DBE Plan in accordance with 49 CFR, Part 26 suitable for final coordination by the City of Foley, Alabama, with the Southern Region of the FAA, Atlanta, Georgia;
5. Conduct stakeholder teleconference;
6. Provide two copies of the final plan update for coordination;
7. Compile and complete the FY 2023 & FY 2020 Uniform report;
8. Submit all documents into the FAA civil-rights-connect system.

DBE FIRM

3153 Lexington Road, Montgomery, AL 36106 / (334) 546-4717 / FAX (334) 593-7644

Volkert Inc. will provide Taffy Pippin Consulting, LLC with data on which to base the proposed and final DBE goals for this Project.

Taffy Pippin Consulting, LLC will be paid the lump sum of Four Thousand Dollars (\$4,000.00) for the above reference services which will include all out-of-pocket expenses.

If the above conditions and services are acceptable to you would you please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Following your acceptance, if you would retain one copy of this document for your file and forward one copy to Taffy Pippin Consulting, LLC it would be greatly appreciated.

Thank you for the privilege of offering these services to Volkert Inc. in the development of this important project, and should you have any questions please don't hesitate to call.

Sincerely,

Taffy V. Pippin

Taffy Valdez Pippin
Consultant

Accepted
Volkert Inc.

TVP:dp

MANHOUR ESTIMATE

DBE PLAN UPDATE

AIP No. FY 2023 Construct Access Taxilanes and Construct 8 Unit T-Hangar

DATE: November 30, 2022

PROJECT NAME: Foley Municipal Airport, Foley, Alabama

FY 2023

Category of Employee	Planner
Man-hours (MH)	25.5
Hourly Rate (HR)	\$47.00
Overhead Rate (OH)	121%
Profit Factor (PF)	15%
Direct Labor Rate (DL)	HR + (HR X OH) = DL
	\$47 + (\$47 X 121%) = \$103.87

Total Direct Labor (TDL)	MH X DL = TDL
	25.5 X \$103.87 = \$2,648.69

Total Profit (TP)	TDL + PF = TP
	\$2,648.69 X 15% = \$397.30

Total cost (TC)	TDL + TP = TC
	\$2,648.69 + \$397.30 = \$3,045.99

FY 2023 - Uniform Report

Category of Employee -	Planner	
Man-hours (MH)		4.3
Hourly Rate (HR)		\$47.00
Overhead Rate (OH)	121%	
Profit Factor (PF)		15%
Direct Labor Rate (DL)	HR + (HR X OH) = DL	
	\$47 + (\$47 X 121%) = \$103.87	

Total Direct Labor (TDL)	MH X DL = TDL
	4.3 X \$103.87 = \$446.64

Total Profit (TP)	TDL + PF = TP
	\$446.64 X 15% = \$66.99

Total cost (TC)	TDL + TP = TC
	\$446.64 + 66.99 = \$513.63

FY 2020 - Uniform Report

Category of Employee -	Planner	
Man-hours (MH)		4.3
Hourly Rate (HR)		\$47.00
Overhead Rate (OH)	121%	
Profit Factor (PF)		15%
Direct Labor Rate (DL)	HR + (HR X OH) = DL	
	\$47 + (\$47 X 121%) = \$103.87	

Total Direct Labor (TDL)	MH X DL = TDL
	4.3 X \$103.87 = \$446.64

Total Profit (TP)	TDL + PF = TP
	\$446.64 X 15% = \$66.99

Total cost (TC)	TDL + TP = TC
	\$446.64 + 66.99 = \$513.63

DBE FIRM

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