

**SUPPLEMENTAL AGREEMENT NO. 2
TO CONTRACT FOR PROFESSIONAL SERVICES
DATED SEPTEMBER 9, 2011 BETWEEN
THE CITY OF FOLEY, ALABAMA
AND VOLKERT, INC.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the ____ day of _____, 2016, by and between the **City of Foley, Alabama**, (hereinafter called the OWNER), and **Volkert, Inc.**, (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the OWNER and the CONSULTANT entered into an Agreement on the 9th day of September, 2011, (Original Contract) whereby, the CONSULTANT is to provide necessary professional planning, programming, and engineering services as needed, and as more specifically set forth in each Task Order issued pursuant said Agreement, and

WHEREAS, Task Order No. 13 pursuant to said Agreement was issued by the OWNER on June 11, 2013 and accepted by CONSULTANT, and

WHEREAS, the OWNER now desires to proceed with additional services as described below, and

WHEREAS, the CONSULTANT is agreeable to completing the required work for fees that are acceptable to the OWNER.

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

Scope of Work to be provided as follows:

CONSULTANT shall prepare an updated Construction Best Management Practices Plan (CBMPP) for Alabama Department of Transportation (ALDOT) Project Number ACOA59521-ATRP(003), Pride Drive Extension, and submit the updated CBMPP to the Alabama Department of Environmental Management (ADEM).

Method of compensation to be as follows:

Compensation for services contemplated in Scope of Work above shall be on an hourly fixed billing rate basis, an amount not to exceed **One Thousand Five Hundred Dollars and Zero/100 (\$1,500.00)**, and shall be governed by the Billing Rate Schedule attached hereto. This increase in compensation brings the Total Compensation for Task Order No. 13 to **One Million Fifty-eight Dollars and Zero/100 (\$1,000,058.00)**.

Time or beginning and completion of work to be as follows:

Work shall commence upon receipt of written authorization from OWNER.

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, ALABAMA

Attest: _____
Name: _____
Title: _____

Name: _____
Title: _____

Federal Employer ID # (Corporation): _____

Social Security # (Individual): _____

VOLKERT, INC.

Attest: _____
Name: Laura Jackson
Title: Administrative Assistant

Name: David M. Webber, P.E.
Title: Senior Vice President
COO / Gulf Design Region

**VOLKERT, INC.
FEE SCHEDULE
EFFECTIVE MARCH 1, 2015**

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>	<u>OVERTIME HOURLY BILLING RATE</u>
Principal	\$240.00.....	\$240.00
Manager	\$225.00.....	\$225.00
Agency Liaison	\$225.00.....	\$225.00
Supervisor	\$170.00.....	\$170.00
Project Manager	\$155.00.....	\$155.00
Staff 2 Professional	\$120.00.....	\$120.00
Staff 1 Professional	\$85.00.....	\$85.00
Senior Designer	\$125.00.....	\$160.00
Designer	\$100.00.....	\$135.00
Technician	\$75.00.....	\$95.00
Drafter	\$60.00.....	\$75.00
Construction Manager	\$215.00.....	\$215.00
Construction Project Manager	\$135.00.....	\$135.00
Construction Inspector 2	\$85.00.....	\$110.00
Construction Inspector 1	\$55.00.....	\$70.00
Bridge Inspector 2	\$115.00.....	\$145.00
Bridge Inspector 1	\$60.00.....	\$80.00
Survey Manager	\$135.00.....	\$135.00
Senior Surveyor	\$95.00.....	\$120.00
Survey Crew (2 Man)	\$140.00.....	\$180.00
Survey Crew (3 Man)	\$190.00.....	\$245.00
Survey Crew (4 Man)	\$230.00.....	\$295.00
Survey Crew (5 Man)	\$265.00.....	\$340.00
Administrative Assistant	\$70.00.....	\$90.00
ROW Manager	\$230.00.....	\$230.00
Appraiser Project Manager	\$105.00.....	\$105.00
Negotiator Project Manager	\$105.00.....	\$105.00
Negotiator	\$85.00.....	\$85.00
Relocation Project Manager	\$105.00.....	\$105.00
Relocation	\$95.00.....	\$95.00

OTHER

Out of Pocket expenses for Design, Survey and Bridge Inspection should be billed at Cost.

Typical Out of Pocket expenses for CEI and ROW services are included in billing rates.

This rate schedule will be effective through March 1, 2016, at which time a revised Hourly Billing Rate Schedule will be mutually agreed to by Owner and Consultant.