



Volkert, Inc.

3809 Moffett Road (36618)
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962
volkert@volkert.com

www.volkert.com

October 24, 2012

Mr. Butch Stokes
City Engineer
City of Foley
P.O. Box 1750
Foley, AL 36536

**SUBJECT: Supplemental Agreement No. 1
City of Foley Master Agreement
Extend Contract Terms**

Dear Mr. Stokes:

Please find attached two (2) copies of Supplemental Agreement No. 1, executed on our behalf, between the City of Foley and Volkert, Inc. on the above referenced project.

We will appreciate the return of a fully executed copy for our files.

Please let us know if you have any questions.

Sincerely,
VOLKERT, INC.

Guy E. O'Connor, P.E.
Senior Vice President

GEO/lba
Attachment

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Gainesville, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Jackson, Mississippi • Jefferson City, Missouri
Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Tennessee • Alexandria, Virginia • Washington, D.C.



**SUPPLEMENTAL AGREEMENT NO. 1
TO OWNER/CONSULTANT AGREEMENT
DATED SEPTEMBER 9, 2011 BETWEEN
THE CITY OF FOLEY, ALABAMA
AND VOLKERT, INC.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the ____ day of _____, 2012, 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 certain professional services requested by the OWNER as defined in the scope of services in each individual task associated with said Agreement, and

WHEREAS, this amendment serves to extend the contract term of the Original Agreement to September 9, 2014, and

WHEREAS, all work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Agreement, 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: Margaret C Hancken
Name: Margaret C. Hancken
Title: Controller - Secretary

Guy E. O'Connor
Name: Guy E. O'Connor, P.E.
Title: Senior Vice President

RESOLUTION NO. 4632-11
APPROVING VOLKERT'S MASTER AGREEMENT AND TASK AGREEMENT #1
FOR COMPREHENSIVE MASTER BICYCLE AND PEDESTRIAN PLAN

WHEREAS, in an effort to give the citizens of Foley an alternate way of going to and from work the City of Foley has been looking into extending its bicycle paths, and

WHEREAS, a local humanitarian has committed to donate funds for the extension of bicycle paths along South Juniper Street, and the City has also been working with Tanger Mall to obtain input on improving the infrastructure along South Juniper Street, and

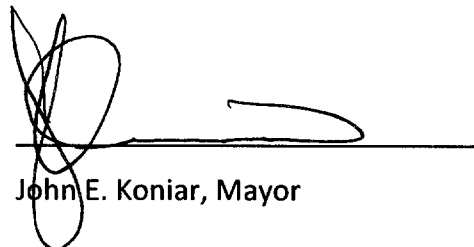
WHEREAS, Volkert has submitted a Master Agreement and TA#1 for the purpose of developing a comprehensive master bicycle and pedestrian plan for the City of Foley.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Accepts Volkert, Inc.'s Master Agreement, valid for one year and extended by mutual written agreement, and accepts Task Agreement #1 in the amount of \$21,605 to develop a comprehensive Bicycle and Pedestrian Plan for the City of Foley. Both agreements are made a permanent part of this resolution upon its adoption.

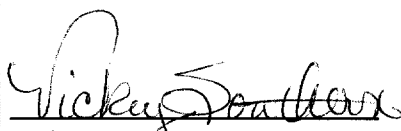
SECTION 2: Amends Capital Project Fund Account 12-600-9595 Planning/Engineering /Other accordingly. This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 6th day of September, 2011.



John E. Koniar, Mayor

ATTEST:



Vickey Southern, CMC
City Clerk

OWNER/CONSULTANT AGREEMENT

This Agreement made and entered into this 9th day of September, 2011 by and between the The City of Foley, (P.O. Box 1750, Foley, Alabama 36536), hereafter referred to as the Owner, and Volkert, Inc., hereinafter referred to as the Consultant; WITNESSETH THAT:

WHEREAS, the Owner desires to retain the Consultant to perform certain professional planning, programming, and engineering services as outlined in the scope of services as defined in each individual Task;

WHEREAS, the Consultant desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The Consultant shall perform certain professional architectural and engineering services as requested by the Owner as follows:

- A. Permitting
- B. Environmental Investigations and Reports
- C. Conceptual Planning and Programming
- D. Preliminary and Final Designs
- E. Preparation of Bidding and Construction Documents
- F. Bidding and Negotiation Services
- G. Construction Phase Engineering
- H. Resident Project Representation

SECTION II – SPECIAL SERVICES

At the written request of the Owner, the Consultant shall accomplish such special services as required by the Owner. When the Consultant is requested to provide special services, such services may be provided by Consultant's own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the Owner before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.

- C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the Owner.
- D. Observation of construction by full time resident project representative, as required and approved by the Owner. When authorized by the Owner, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the Owner as expert witness in litigation arising from development or construction of any project.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the Owner.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the Owner shall:

- A. Make available for Consultant's use all record drawings, maps, soil data, etc. that are readily available to the Owner.
- B. Designate a person to act with authority on Owner's behalf and respond in a timely manner to submissions by Consultant providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the Owner, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The Consultant agrees to provide professional services for all services included in Article I – Scope of Services and the Owner agrees to pay the Consultant as compensation for its services as specified below, plus reimbursable expenses.

Lump Sum or Hourly as specified in each individual task. Hourly rates are identified in the individual Task Agreement.

- A. Partial payments for all services performed by the Consultant under the terms of the Agreement shall be made no more often than monthly to the Consultant by the Owner upon receipt of invoices and other evidence of performance as may be deemed necessary by the Owner. Payments shall be due and payable within fifteen (15) days of the date of invoice. Amounts unpaid fifteen (15) days after the invoice date shall bear interest at the

rate of one and one-half percent (1 ½%) per month and Owner shall reimburse Consultant for any expenses, including legal costs, incurred in collection of outstanding amounts due from Owner.

- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The Owner will pay the Consultant for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined as follows:

Travel and subsistence cost, long distance telephone and telegraph, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.

- E. The Owner as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the Owner will compensate the Consultant for services resulting from significant changes in general scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the Consultant's control and when requested or authorized by the Owner. Compensation for such extra work when authorized by the Owner shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by Owners and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever.

on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER's use of such Documents.

- C. Responsibility For Claims and Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents and independent professional associates and consultants, and of any of them, to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Consultant's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by Consultant or Consultant's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall be limited to and shall not exceed the total compensation received by Consultant under this agreement.
- D. Insurance: Consultant shall furnish Owner with Certificate of Insurance confirming following forms and minimum limits of insurance:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

- F. Termination: In the event of failure by the Consultant to fulfill in timely and proper manner Consultant's obligations under this contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by written notice to the Consultant of such termination, specifying the effective date thereof at least five days before the effective date of such termination.
- G. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of one (1) year from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the Owner and the Consultant.

H. Successors and Assigns:

1. Owner and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Consultant (and to the extent permitted by paragraph 2, the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
2. Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in performance of services hereunder.
3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than Owner and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

I. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation.

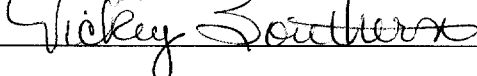
J. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services.

OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.

- K. Representations: CONSULTANT represents that it will exercise that care and skill ordinarily exercised by members of CONSULTANT's profession practicing under similar circumstances on like projects at the same time and in the same general locality to perform or furnish the services hereunder. Nothing herein constitutes or shall constitute a warranty or guarantee of any kind, whether express or implied, and CONSULTANT guarantees no particular result.
- L. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of the Thirteenth Judicial Circuit of Alabama, Mobile County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

WITNESS:



Vickey Southern
Print Name

OWNER

The City of Foley

John E. Koniar, Mayor
Title

Federal

Employer ID

#

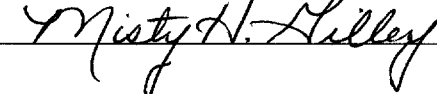
(Corporation): 63-6001263

Social

Security #

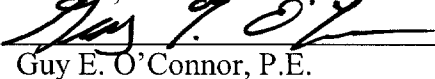
(Individual):

WITNESS:



Misty H. Gilley
Print Name

Volkert, Inc.


Guy E. O'Connor, P.E.

Title: Vice President – Gulf Region

TASK AGREEMENT NO. 1

COMPREHENSIVE BICYCLE AND PEDESTRIAN PLAN

This task to be performed in accordance with the provisions of the agreement between the **City of Foley, Alabama** (Owner) and **Volkert Inc.** (Engineer) dated September 9, 2011

Scope of Work

Generally the scope of work consists of developing a comprehensive master bicycle and pedestrian plan for the City of Foley. More specifically the work involves:

TASK 1 – INVENTORY OF EXISTING FACILITIES

The process of developing a successful bicycle and pedestrian plan must begin with obtaining an accurate inventory and assessment of the existing facilities within the City of Foley's bicycle and pedestrian network. To provide an accurate inventory of existing facilities Volkert will:

- Obtain and compile all existing information regarding bicycle and pedestrian facilities that is available from the City including existing GIS data maps.
- Utilize handheld sub-foot GPS equipment to map and inventory any facilities that were not included in the information obtained from the City
- Field review all existing bicycle and pedestrian facilities and identify any areas within the existing system that need rehabilitation or improvements.
- Review and identify potential bicycle and pedestrian routes, such as low traffic and low speed roadways, existing corridors, easements, etc. that could be utilized for bicycle and pedestrian activities.
- Identify any areas conditions that may impede the construction of bicycle and pedestrian facilities (i.e. stormwater drainage concerns, wetlands, bridges, etc.)
- Edit the existing City GIS database and base map of all information that is gathered.

The Inventory of Existing Facilities will identify the location, type, size, and condition of all bicycle and pedestrian facilities; potential routes for future use; and existing activity areas. The GIS maps and data containing the inventory of the existing facilities will be transferred to the City for future use.

Lump sum fee of \$3,400.00

Task 2 – Needs and Demand Analysis

In order to develop a plan that meets the needs of pedestrian and cyclists of all ages and abilities, a Needs and Demand Analysis must be performed. To perform a thorough Needs and Demand

Analysis Volkert will utilize the information gathered from the Inventory of Existing Facilities, GIS data obtained from the City and current and future land use information to assess the bicycle and pedestrian needs within the City of Foley. The Needs and Demand Analysis will achieve the following:

- Trip generators and destinations will be determined by analyzing existing parcel data, zoning, current land uses, and future land uses (as defined in the City of Foley Comprehensive Plan)
- Existing bicycle and pedestrian segments will be analyzed for their existing service, propensity for future use, as well as safety, access, connectivity, crossings, and visibility standards
- Identify high-potential areas based on population density, non-motorized trip generators (i.e. schools, parks, and hospitals), and transit routes.
- Participate in one public meeting by providing maps, staff and exhibits
- Identify unfriendly bicycle and pedestrian areas based upon crash history, sidewalks, bike facilities, average daily traffic, and number of lanes.
- Rate existing and potential bicycle and pedestrian corridors to identify existing constraints and determine potential alternatives for bicycle and pedestrian facilities
- Prepare a gap inventory by producing a consolidated bicycle and pedestrian map depicting all identified existing bicycle and pedestrian facilities, trip generators and destinations, high potential areas, and unfriendly bicycle and pedestrian areas
- Assess existing bicycle and pedestrian safety and training programs available in the City schools or other community organizations to determine the need for additional education programs

The Needs and Demand Analysis will be instrumental in the development of the Bicycle and Pedestrian Plan. It will identify existing and potential usage areas, accident history and areas of safety concern, and reveal gaps in the bicycle and pedestrian network. The results of the Needs and Demand Analysis will structure the development of the Recommended Bicycle and Pedestrian Network.

Lump sum fee of \$5,475.00

Task 3 – Recommended Bicycle and Pedestrian Network

The Recommended Bicycle and Pedestrian Network will focus on serving the community first and foremost by providing recommended improvements to the existing bicycle and pedestrian routes within the City. The bicycle and pedestrian system should keep all citizens of the City of Foley in mind while providing non-motorized connectivity to the civic, institutional, recreational, and commercial areas of the City. The bicycle and pedestrian system should also acknowledge that cycling and walking may be more than a recreational opportunity for some residents. Therefore, a main focus of the Recommended Bicycle and Pedestrian Network will be to provide safe and convenient routes to schools, hospitals, businesses, and commercial areas.

Volkert will coordinate with the City of Foley staff and elected officials to develop the Recommended Bicycle and Pedestrian Network. The development of the Recommended Bicycle and Pedestrian Network will begin by evaluating:

- Inventory of Existing Facilities
- Results of the Needs and Demand Analysis (i.e. existing and potential usage areas, trip generators and destinations, unfriendly bicycle and pedestrian areas, gaps in the existing network, etc.)
- Opportunities and constraints such as available right-of-way or easements, connectivity and multi-modal linkage, barriers, safety, and security
- Input gathered from the city staff

Volkert will utilize this information to develop the Recommended Bicycle and Pedestrian Network that will identify:

- Alternative routes and connectivity
- Existing trail and route upgrades as part of a multi-use system
- Type and location of proposed facilities (on-road facilities, multi-use trails, greenways, sidewalk facilities, etc.)
- Bicycle friendly streets
- Safe crossings techniques for potential use at various crossing locations to minimize unsafe and formidable crossings for bicyclists and pedestrians
- Amenities such as bicycle parking, trail heads, water facilities, and general vehicular parking areas
- Listing of recommended bicycle and pedestrian facilities and recommended improvements

Typical cross-sections for facility types will be designed and evaluated for best fit in varying conditions. Every attempt will be made to standardize these sections to minimize confusion and costs.

Lump sum fee of \$4,160.00

Task 4 – Implementation Strategy

Volkert understands that a thorough Implementation Strategy is needed to make any plan become a reality. It is essential that the Implementation Strategy for the Bicycle and Pedestrian Plan includes recommending policies that promote bicycling as a safe, convenient, and desirable means of transportation; recommendations for bicycle and pedestrian safety programs; and finally a detailed financial and ten year improvement plan for bicycle and pedestrian facilities.

Policies that promote bicycling and walking will set general goals for integrating cycling and walking into the City's transportation system. The recommended policies, which would be incorporated into the City of Foley Comprehensive Plan, could include items such as requiring bicycle and pedestrian facilities to be included in any transportation improvement project; requiring parking facilities with more than 50 parking spaces to provide secure bicycle storage; and requiring bicycle and pedestrian facilities to be incorporated into future private development projects that would connect to the City's bicycle and pedestrian system. Policies such as these will guide future growth and help reinforce the City of Foley's commitment to provide a safe and convenient bicycle and pedestrian system.

Bicycle and pedestrian education and safety programs are another essential component of the Implementation Strategy. Volkert will evaluate the bicycle and pedestrian education and safety programs that are currently available to the citizens of Foley. The Implementation Strategy will include recommendations for improvements or additions to the current education and safety programs, such as initiating or expanding safe routes to schools programs, bike rodeos sponsored by the Foley Police Department, bicycle commute days, bike buses to school, and bike classes geared towards mothers. Teaching children cycling skills and the importance of wearing a helmet builds confidence as riders and encourages them to ride more, both as children and adults. Education is an important element in increasing bicycling while also improving safety.

Finally, the Implementation Strategy will develop a ten year plan for the Bicycle and Pedestrian Plan. The financial plan will evaluate all of the information obtained and produced during the development of the Bicycle and Pedestrian Plan to rank recommended improvements and develop an implementation phasing plan. The plan of the Implementation Strategy will include a ten year improvement plan for high priority projects that are identified. High priority projects that are identified will be evaluated considering benefits, costs, available funding sources, and community needs to determine the appropriate schedule of implementation. Project prioritization will include connectivity to schools, parks, or other community facilities; safety; demand; and available funding. The financial plan of the Implementation Strategy will identify:

- Cost estimates for each project
- Responsible Departments
- Probable Funding Sources
 - City of Foley and Baldwin County budget appropriations
 - Federal Funds including the Transportation Enhancements, Recreational Trails, Surface Transportation, and Safe Routes to Schools Programs
 - Community Development Block Grants (CDBGs)
- Implementation Schedule

Volkert's extensive knowledge and history of project implementation costs and alternative funding sources will streamline this process and provide a successful outline for implementation. In addition to the ten year improvement plan, Volkert will also provide an unconstrained 20 year implementation plan. This 20 year plan will identify the policy and educational program implementation, as well as identifying projects and project costs that will complete the City of Foley bicycle and pedestrian network. The Implementation Strategy will also include provisions

for maintaining and monitoring the bicycle and pedestrian network for changes in conditions or demands. These provisions will allow the Bicycle and Pedestrian Plan to adapt to changes in the community.

Lump sum fee of \$5,470.00

Task 5 – Bicycle and Pedestrian Plan Report

The Bicycle and Pedestrian Plan Report will clearly convey the information gathered and produced during the Bicycle and Pedestrian Plan process to the citizens, Council, and staff of the City of Foley. The Bicycle and Pedestrian Plan Report will be the final document of the planning process and will be submitted in draft form for review by the City staff, City Council. The Bicycle and Pedestrian Plan Report will include:

- Summary of findings and results
- Results of the Inventory of Existing Facilities
- Results of the Needs and Demand Analysis
- Recommended Bicycle and Pedestrian Network on GIS Maps
- Implementation Strategy

Volkert will present the Bicycle and Pedestrian Plan Report to the City Council to gather any comments on the draft report. Once comments are gathered and addressed, Volkert will submit the final Bicycle and Pedestrian Plan Report for approval and adoption by the City Council.

Lump sum fee of \$3,100.00

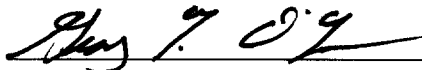
SUMMARY OF FEES:

TASK 1	\$3,400.00
TASK 2	\$5,475.00
TASK 3	\$4,160.00
TASK 4	\$5,470.00
TASK 5	<u>\$3,100.00</u>
TOTAL	\$21,605.00

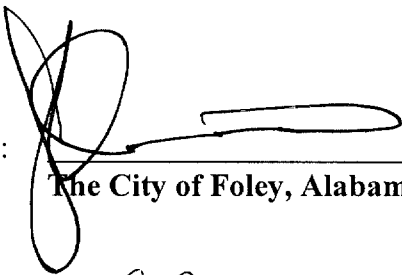
SCHEDULE - Work will be scheduled upon receipt of authorization and will continue until complete

FEE - Fees will be billed monthly on a percent complete basis.

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

Submitted by: 
Volkert, Inc. – Guy E. O'Connor, P.E.
Vice President-Gulf Region

08/26/2011
Date

Approved by: 
The City of Foley, Alabama
9-9-11
Date



Volkert, Inc.

316 South McKenzie Street
Foley, AL 36535

Office 251.968.7551
Fax 251.968.2318
foley@volkert.com

www.volkert.com

8-30-11

The City of Foley

Attn: Honorable Mayor John Koniar

Post Office Box 1750

Foley, Alabama 36536

Re: Master Agreement and Task Agreement No. 1

Dear Mayor Koniar:

Attached please find two (2) copies of the Master Agreement and Task Agreement No. 1 to develop a comprehensive master bicycle and pedestrian plan. Please review, and if you concur, please sign both copies and return 1 back to our office for further processing.

If you have any questions please advise.

Sincerely,

VOLKERT, INC.

Steve R. Commander, P.E.
Vice President

SRC/cw

Attachments

Office Locations:

Birmingham, Foley, Huntsville, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina
Chattanooga, Tennessee • Alexandria, Virginia • Washington, D.C.



9A

AGENDA REQUEST FORM

DATE OF WORK SESSION: 9-6-11

DATE OF COUNCIL MEETING: 9-6-11

DEPARTMENT AND PERSON SUBMITTING ITEM: ENGINEERING, BUTCH STOKES

DESCRIPTION OF TOPIC: (who, what, when, where, why, and how much)

APPROVE VOLKERT'S CONTRACT FOR COMPREHENSIVE BICYCLE AND PEDESTRIAN PLAN.

DESCRIPTION FOR PUBLISHED AGENDA:

REQUEST TO APPROVE VOLKERT'S CONTRACT FOR COMPREHENSIVE BICYCLE AND PEDESTRIAN PLAN.

IS DOCUMENTATION ATTACHED (See attached list): ☒ Yes ☐ No

If item was previously approved under a Resolution or Ordinance have you included the number in the documentation? ☐ Yes ☐ No ☒ N/A

Is a copy of the Resolution/Ordinance attached? ☐ Yes ☐ No ☒ N/A

SOURCE OF FUNDING:

Please provide the amount requested: \$21,605.00

Is this a budgeted item? ☐ Yes ☒ No ☐ N/A

Please provide the budgeted amount: \$21,605.00 Account No. 12-600-9595

If budgeted, is this a capital purchase, capital project, or special fund? Capital Project

Was this item included in the Fiscal Year Capital Projects Plan? ☐ Yes ☒ No ☐ N/A

If yes, please provide the amount included in Capital Projects Plan: \$ _____

=====Do Not Write Below This Line=====

Verified by the Finance Department:

Reviewed by: _____ Date: _____

Clerk's Office: Received by: _____ Date: _____ Time: _____