Volkert, Inc. 1110 Montlimar Drive Suite 1050 Mobile, Alabama 36609 (251) 342-1070 www.volkert.com



June 16, 2025

VIA E-Mail

Ms. Rachel Keith, Airport Manager City of Foley 407 East Laurel Avenue Foley, AL 36530

Contract No. 1203873

Professional Services Related to Engineering, Consulting, and Construction Inspection Services at Foley Municipal Airport Foley, Alabama

RE: Supplemental Agreement No. 01

Dear Ms. Keith:

Attached please find one (1) digital copy of the Supplemental Agreement **No. 01** for the above referenced Contract No. for Professional Services between the City of Foley and Volkert, Inc. This Supplemental Agreement is for professional services for the following project:

PAVEMENT MAINTENANCE - NORTH APRON AND SOUTH APRON

This project, the associated agreement, and our relationship will be governed by the conditions set forth in the above-referenced Contract No. for Professional Services between the City of Foley and Volkert, Inc. If the attached scope of work, proposed fee, and general conditions are acceptable, please indicate the City's acceptance of the proposal, scope of work, and method of compensation by signing in the appropriate space provided on page 3 of Supplemental Agreement No. 01. Upon execution, please return an executed copy to my attention.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely, OLKERT, INC.

Jordan Stringfellow, P.E. Assistant Vice President

Attachments

A Century of Integrity in Infrastructure

SUPPLEMENTAL AGREEMENT NO. 01 TO CONTRACT FOR PROFESSIONAL SERVICES DATED MAY 19, 2025 BETWEEN THE CITY OF FOLEY AND VOLKERT, INC.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the City of Foley, 407 East Laurel Avenue, Foley, Alabama 36530 (hereinafter called the OWNER), and Volkert, Inc., 1110 Montlimar Drive, Suite 1050, Mobile, Alabama 36609 (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the Owner and the Consultant entered into an Agreement on the 19th day of May, 2025, (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:

Pavement Maintenance – North Apron and South Apron

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 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 preliminary phase, design phase, bid procurement 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:

The project will consist of pavement maintenance for the North Apron and South Apron located at the Foley Municipal Airport. This project will include crack and joint sealing, an asphalt seal coat, new markings, and resetting or installation of aircraft tie-down anchors for both aprons.

SECTION II. SPECIAL SERVICES

The scope of special services will include Construction Engineering & Inspection (CE&I) services and Grant Documentation Services.

Construction Engineering & Inspection (CE&I):

Provide observation and inspection 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.

Grant Documentation:

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

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 **Forty-Six Thousand, Nine Hundred Forty-Four Dollars and Forty-Two Cents (\$46,944.42)** 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 the Current ALDOT audited rate for overhead, plus profit at ten percent (10%), plus out-of-pocket expenses, at the not to exceed amount of <u>Forty-Seven Thousand, Nine Hundred Twenty-Eight Dollars and Forty-Two</u> <u>Cents (\$47,928.42)</u> as summarized in Attachment "A".

The **Total Engineering Cost** for Basic and Special Services summarized in Attachment "A" is <u>Ninety-Four Thousand, Eight Hundred Seventy-Two Dollars and Eighty-Four Cents</u> (\$94,872.84).

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:				Signature:		
Name:				Name:	Ralph G. Hellmich	
Title:				Title:	Mayor	
-			 Federal Emp	oloyer ID # (Corporation):	63-6001263	
				Social Secur	ity # (Individual):	
	Δ	.				

VOLKERT, IN

Attest: Name: Title:

Jo/dan Stringfellow, P.E. Assistant Vice President

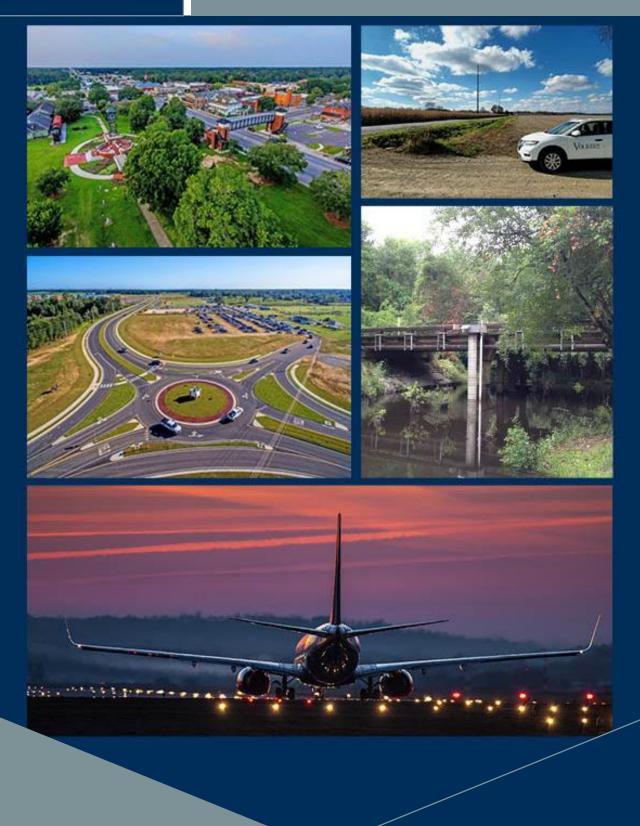
Signature: Name: Title:

Harold Z. Eubanks, P.E. **Regional Vice President**

VOLKERT

ATTACHMENT A – ENGINEERING FEE PROPOSAL

Volkert Project Number: 1203873.001 Project Description: Pavement Maintenance – North Apron and South Apron Client: City of Foley Location: Foley Municipal Airport, Foley, Alabama Date: June 16, 2025



Volkert, Inc. 1110 Montlimar Dr. Suite 1050 Mobile, AL 36609 Proposal Prepared By: Jordan Stringfellow, P.E. Assistant Vice President

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ATTACHMENTS

ATTACHMENT B – Project Area Sketch

PROJECT INTRODUCTION & SCOPE

The proposed project will provide for the engineering services to provide engineering design, bid coordination, construction engineering & inspection, construction administration, and grant documentation for the pavement maintenance of the North Apron and South Apron at the Foley Municipal Airport in Foley, Alabama in accordance with the sketch include in Attachment B. Pavement maintenance will consist of crack and joint sealing, application of an FAA approved seal coat, installation of new pavement markings, and the resetting and/or installation of aircraft tie-down anchors.

BASIC SERVICES (Lump Sum)

Basic Services will include a Preliminary Design Phase, Design Phase, Bid Procurement, and Construction Administration Phase. An itemized list of anticipated services is as follows:

• Preliminary Design Phase

The Preliminary Design Phase will provide for coordination with the Owner and stakeholders to ensure 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.

• 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. The Engineer of Record will conduct a pre-bid meeting and a bid opening meeting. 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, requests 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 Construction Engineering & Inspection (CE&I) and Grant Documentation services. An itemized list of anticipated services is as follows:

• Construction Engineering & Inspection (CE&I)

CE&I will provide 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.

• Grant Documentation

Grant Documentation services will include:

- Prepare and Submit FY2025 Grant Application
- o Prepare and Submit Monthly Invoices to ARGOS
- Manage Statement of Distribution of Project Costs
- Prepare and Submit Grant Closeout Documents

***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 is 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.

	SUMMARY OF ENGINEERING FEE PROPOSAL PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON						
	BASIC / PROFESSIONAL SERVICES						
TASK	SERVICE DESCRIPTION	TOTAL COST					
1	TOTAL PRELIMINARY DESIGN PHASE	\$2,629.72					
2	TOTAL DESIGN PHASE COST	\$23,802.03					
3	TOTAL BID PHASE	\$6,152.35					
4	TOTAL CONSTRUCTION ADMINISTRATION PHASE	\$14,360.32					
	TOTAL BASIC SERVICES COST - LUMP SUM	\$46,944.42					
	SPECIAL SERVICES						
TASK	SERVICE DESCRIPTION	TOTAL COST					
5	TOTAL CE&I SERVICES	\$43,274.68					
6	TOTAL GRANT DOCUMENTATION COST	\$4,653.74					
	TOTAL SPECIAL SERVICES COST - COST PLUS (NTE)	\$47,928.42					
	TOTAL ENGINEERING COST	\$94,872.84					

Task							
No.	PAVEMENT MAINTENANCE - NO	ORTHWEST	FAPRON &	SOUTH AP	RON		
1	PRELIMINARY DESIGN PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin		
	Pre-Design & Owner Coordination	4	4		1		
1.1	Meeting		-		-		
1.2	Site Review	2	2				
	TOTAL PRELIMINARY DESIGN MAN-HOURS	6	6	0	1		

Task	PROPOSED PRELIMINARY DESIGN FEE							
No.	PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON							
1	PRELIMINARY DESIGN PHASE		Man-hour	Rate	Cost			
	Labor Costs		_					
	Project Manager		6	\$78.31	\$469.86			
	Staff 2 Professional		6	\$66.65	\$399.90			
	Staff 1 Professional		0	\$41.84	\$0.00			
	Administrative Assistant		1	\$32.35	\$32.35			
TOTAL DIRECT LABOR								
	Combined Overhead			140.40%	\$1,266.56			
	TOTAL DIRECT	LABOR PLU	S COMBINED	OVERHEAD	\$2,168.67			
	Operating Margin			15.00%	\$325.30			
	FCCM (Direct Labor Only)			0.770%	\$6.95			
			TOTAL LA	BOR COSTS	\$2,500.92			
	Out of Pocket Costs							
	Travel Expenses	Trips	Miles	Rate	Cost			
	(Mobile Office to Project Site)			40 - 00				
	(46 Miles One-Way)	2	92	\$0.700	\$128.80			
TOTAL OUT OF POCKET \$128.80								
	ΤΟΤΑ		NARY DESI	GN PHASE	\$2,629.72			

Task No.	MAN-HOUR DESIGN ESTIMATE PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON						
2	DESIGN PHASE	Project Manager		Staff 1 Prof	Admin		
2.A	Design & Analysis						
2.A1	Field Evaluation & Measurement of Cracks & Open Pavement Joints	4	8	8			
2.B	Plan Development						
2.B1	Title Sheet		0.5	1			
2.B2			0.5	1			
2.B3	Safety Notes & Construction Sequence	1	4	8			
2.B4	Summary of Quantities	1	2	4			
2.B5	Project Notes		2	4			
2.B6	Project Site Layout	1	4	8			
2.B7	Marking Plan & Details	1	4	8			
2.B8	Tie-Down Plan & Details	1	4	8			
2.C	Specifications						
2.C1	General Requirements		2	4	4		
2.C2	Technical Requirements	2	4	8	4		
2.D	Permitting and Coordination						
2.D1	Submit 7460s (CSPP, Staging Area, Construction Equipment)		2		4		
2.E	QA/QC						
2.E1	QA/QC Contract Documents	1	4	8	4		
2.E2	Peer and Constructability Reviews	4					
2.E3	Engineer's Report	1	2	4			
2.F	Submittals and Review Meetings						
2.F1	90% Packaging & Submission			2	2		
2.F2	90% Review Meeting with Sponsor	4	4				
	TOTAL DESIGN MAN-HOURS	21	47	76	18		

Task No.	PROPOSED DESIGN FEE PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON							
2	DESIGN PHASE		Man-hour	Rate	Cost			
	Labor Costs							
	Project Manager		21	\$78.31	\$1,644.51			
	Staff 2 Professional		47	\$66.65	\$3,132.55			
	Staff 1 Professional		76	\$41.84	\$3,179.84			
	Administrative Assistant	18	\$32.35	\$582.30				
	TOTAL DIRECT LABOR							
	Combined Overhead	140.40%	\$11,989.04					
	TOTAL DIRECT	LABOR PLUS		OVERHEAD	\$20,528.24			
	Operating Margin	15.00%	\$3,079.24					
	FCCM (Direct Labor Only)			0.770%	\$65.75			
			TOTAL LA	BOR COSTS	\$23,673.23			
	Out of Pocket Costs							
	Travel Expenses	Trips	Miles	Rate	Cost			
	(Mobile Office to Project Site) (46 Miles One-Way)	2	92	\$0.700	\$128.80			
			TOTAL OUT	OF POCKET	\$128.80			
		τοται	DESIGN PH		\$23,802.03			

Task No.	MAN-HOUR BID PHASE ESTIMATE PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON							
3	BID PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin			
3.1	Coordinate Project Advertisement			1	2			
3.2	Prepare & Upload Bid Documents to Online Distribution Platform			1	2			
3.3	Conduct Pre-Bid Meeting	4	4					
3.4	Prepare Resume of Pre-Bid Meeting		2		1			
3.5	Address Questions & Issue Addendums	1	2		2			
3.6	Conduct Bid Opening	4	4					
3.7	Evaluate & Reconcile Bids	1	1	2	4			
	TOTAL BID MAN-HOURS	10	13	4	11			

Task	PROPOSED BID PHASE FEE							
No.	PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON							
3	BID PHASE		Man-hour	Rate	Cost			
	Labor Costs							
	Project Manager		10	\$78.31	\$783.10			
	Staff 2 Professional		13	\$66.65	\$866.45			
	Staff 1 Professional		4	\$41.84	\$167.36			
Administrative Assistant 11					\$355.85			
			TOTAL DIF	RECT LABOR	\$2,172.76			
	Combined Overhead			140.40%	\$3 <i>,</i> 050.56			
	TOTAL DIRECT	LABOR PLUS	6 COMBINED	OVERHEAD	\$5,223.32			
	Operating Margin			15.00%	\$783.50			
	FCCM			0.770%	\$16.73			
			TOTAL LA	BOR COSTS	\$6 <i>,</i> 023.55			
	Out of Pocket Costs							
	Travel Expenses	Trips	Miles	Rate	Cost			
	(Mobile Office to Project Site) (46 Miles One-Way)	2	92	\$0.700	\$128.80			
	(40 Miles Offe-Way)	_						
			TOTAL OUT	OF POCKET	\$128.80			
			2024		AC 4 50 05			
			TOTAL	BID PHASE	\$6,152.35			

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON							
4	CONSTRUCTION ADMINISTRATION PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin			
4.1	Prepare Contract Documents & Issue for Construction Plans		1	2	2			
4.2	Assist with Pre-Construction Meeting	4	4					
4.3	Attend Status Meetings (4)	16	16					
4.4	Review Shop Drawings / Submittals		4					
4.5	Review Reports / Pay Estimates		6		6			
4.6	Attend Final Inspection	4	4					
4.7	Prepare & Issue Record Drawings	1	2	6				
1	TOTAL CONSTRUCTION ADMIN. MAN-HOURS	25	37	8	8			

Task	PROPOSED CONSTRUCTION ADMINISTRATION FEE							
No.	PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON							
4	CONSTRUCTION ADMINISTRATION PHASE		Man-hour	Rate	Cost			
	Labor Costs							
	Project Manager		25	\$78.31	\$1,957.75			
	Staff 2 Professional		37	\$66.65	\$2,466.05			
	Staff 1 Professional		8	\$41.84	\$334.72			
	Administrative Assistant		8	\$32.35	\$258.80			
			TOTAL DIF	RECT LABOR	\$5,017.32			
	Combined Overhead			140.40%	\$7,044.32			
	TOTAL DIRECT	LABOR PLU	S COMBINED	OVERHEAD	\$12,061.64			
	Operating Margin			15.00%	\$1,809.25			
	FCCM			0.770%	\$38.63			
			TOTAL LA	\$13,909.52				
	Out of Pocket Costs							
	Travel Expenses	Trips	Miles	Rate	Cost			
	(Mobile Office to Project Site)		02	ćo 700	¢ 450.00			
	(46 Miles One-Way)	7	92	\$0.700	\$450.80			
TOTAL OUT OF POCKET \$450.80								
	TOTAL CONSTRUC	TION ADM	INISTRATI	ON PHASE	\$14,360.32			

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON							
5	CE&I SERVICES (2 MONTHS)	Const. Proj. Mgr.	RPR 2	RPR 1	Admin.			
5.1	Conduct Pre-Construction Meeting	4	4		4			
5.2	Daily Periodic Site Visits	36	120	240				
5.3	Preparation of Weekly Status Report		12		12			
5.4	Prepare Contractor's Pay Estimates	2	6		6			
5.5	Conduct Final Inspection / Punch List	4	4	8				
5.6	Prepare Record Drawings	1	2	4				
5.7	Prepare Project Closeout Documentation	1	2	4	8			
	TOTAL CE&I MAN-HOURS	48	150	256	30			

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON						
5	CE&I SERVICES		Man-hour		Cost		
	Labor Costs						
Construction Project Manager				\$46.20	\$2,217.60		
Resident Project Representative 2			150	\$31.97	\$4,795.50		
Resident Project Representative 1			256	\$29.24	\$7,485.44		
Administrative Assistant			30	\$35.00	\$1,050.00		
		TOTAL DIR	ECT LABOR	\$15,548.54			
	Combined Overhead			140.40%	\$21,830.15		
	TOTAL DIRECT LA		OVERHEAD	\$37,378.69			
	Operating Margin FCCM			10.00%	\$3,737.87		
				0.770%	\$119.72		
				TOTAL LABOR COSTS			
Out of Pocket Costs							
	Travel Expenses	Trips	Miles	Rate	Cost		
	(Daphne Office to Project Site) (23 Miles One-Way)	56	52	\$0.700	\$2,038.40		
	TOTAL OUT OF POCKET						
		тс	DTAL CE&I	SERVICES	\$43,274.68		

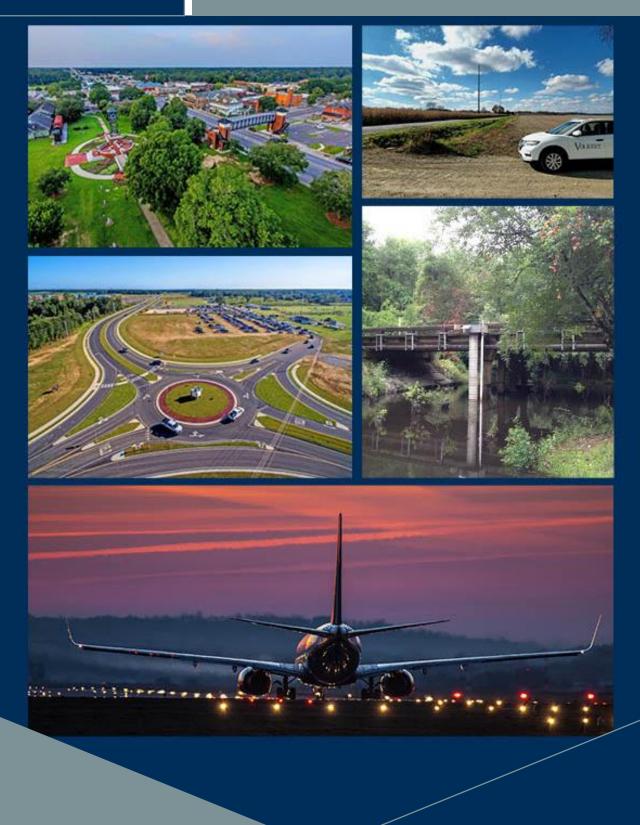
Task	MAN-HOUR GRANT DOCUM	ENTATION	ESTIMAT	E	
No.	PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON				
6	GRANT DOCUMENTATION	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
6.1	Prepare & Submit Grant Application Packet			6	2
6.2	Prepare and Submit Monthly Grant F-25 Invoice via ARGOS System		3		12
6.3	Manage Statement of Distribution		3		12
6.4	Grant Closeout Documents		2		4
	TOTAL GRANT DOC MAN-HOURS	0	8	6	30

Task	PROPOSED GRANT DOCUMENTATION FEE						
No.	PAVEMENT MAINTENANCE - NORTHWEST APRON & SOUTH APRON						
6	FAA DOCUMENTATION		Man-hour	Rate	Cost		
	Labor Costs						
	Project Manager		0	\$78.31	\$0.00		
	Staff 2 Professional		8	\$66.65	\$533.20		
	Staff 1 Professional		6	\$41.84	\$251.04		
	Administrative Assistant		30	\$32.35	\$970.50		
			TOTAL DIRE	\$1,754.74			
	Combined Overhead			140.40%	\$2,463.65		
		TOTAL LABOR + OVERHEAD					
	Operating Margin			10.00%	\$421.84		
	FCCM			0.770%	\$13.51		
			TOTAL LAB	\$4,653.74			
	Out of Pocket Costs						
	Travel Expenses (Mobile Office to Project Site)	Trips	Miles	Rate	Cost		
	(46 Miles One-Way)	0	92	\$0.700	\$0.00		
	TOTAL OUT OF POCKET						
	TOTAL GRANT DOCUMENTATION COST \$4,6						

VOLKERT

ATTACHMENT B – PROJECT AREA SKETCH

Volkert Project Number: 1203873.001 Project Description: Pavement Maintenance – North Apron and South Apron Client: City of Foley Location: Foley Municipal Airport, Foley, Alabama Date: June 16, 2025



Volkert, Inc. 1110 Montlimar Dr. Suite 1050 Mobile, AL 36609 Proposal Prepared By: Jordan Stringfellow, P.E. Assistant Vice President

