SUPPLEMENTAL AGREEMENT NO. 12

TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF FOLEY AND VOLKERT, INC.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this	day of
, 2014 by and between the City of Foley (hereinafter called the	OWNER),
AND Volkert, Inc. (hereinafter called the CONSULTANT).	•

WITNESSETH, THAT:

WHEREAS, the Owner and the Consultant entered into an Agreement on April 22, 2010 (Original Contract) whereby, the Consultant is to provide all necessary professional services associated with improvements to the Foley Municipal Airport, Foley, Alabama, as is more specifically set forth in said Agreement; and

WHEREAS, the Owner now desires to proceed with the preparation of design phase services to accomplish the following airport improvement:

Approach Obstruction Study

See Attachment "A" for detailed scope of work

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 Federal Aviation Administration for federal funding of projects;

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

SECTION I. BASIC SERVICES

The engineer shall furnish and perform basic services consisting of design services as described in the General Provisions of the Original Contract and made a part hereof for the following described project:

Special services will include an obstruction survey. Any obstructions will be identified in report format for removal of the airport approaches. The study will be based on land-based survey. The study will include verification of FAA identified obstructions.

SECTION II. SPECIAL SERVICES

Obstruction Survey

Provide survey services by subconsultant and Volkert 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. Analysis of the data will be performed by Volkert.

SECTION III. METHOD OF PAYMENT

The Consultant agrees to provide all services included in Section 1, Basic Services, of this Supplemental Agreement at the lump sum amount of <u>ELEVEN THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS AND EIGHTY-FIVE CENTS (\$11,552.85)</u>, as summarized in ATTACHMENT "A" hereto.

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 out-of-pocket expenses, plus profit at ten percent (10%) as summarized in Attachment "A" attached hereto.

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, 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.

TTEST: CITY OF FOLEY	
Name: Title:	John E. Koniar Mayor
ATTEST:	VOLKERT, INC.
Name: Margaret Hancken Title: Controller/Secretary	Name Guy E. O'Connor, P.E. Title: Senior Vice President

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

PROFESSIONAL SERVICES APPROACH OBSTRUCTION STUDY

AT

FOLEY MUNICIPAL AIRPORT

FOR THE

CITY OF FOLEY

FOLEY, ALABAMA

Ву

VOLKERT

February, 2014

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Summary of Project Cost	
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SUMMARY OF ESTIMATED ENGINEERING COST BASIC SERVICES

Project	Approach Obstruction Study	\$11,552.85	
	SUMMARY OF ESTIMATED CONSTRUCTION COST		
Project	Approach Obstruction Study	N/A	

SUMMARY OF PROJECT COST

PROJECT - CONSTRUCT FUEL FARM

PROJECT DESCRIPTION

SECTION I. BASIC SERVICES

The engineer shall furnish and perform basic services consisting of design services as described in the General Provisions of the Original Contract and made a part hereof for the following described project:

Special services will include an obstruction survey. Any obstructions will be identified in report format for removal of the airport approaches. The study will be based on land based survey. The study will include verification of FAA identified obstructions.

BASIC SERVICES

(1) Approach Study	\$7,393.41
Sub-Total	\$7,393.41
SPECIAL SERVICES	
(1) Obstruction Survey (a) Volkert, Inc	\$4,159.44
Sub-Total	\$4,159.44
Total Project	\$11,552.85

Man-Hour Estimate for Basic Services Project - Approach Obstruction Study

A. Approach Study	Project Manager	Staff 1 Engineer	Technician
Pre-Design Meeting	4	4	
2. Site Visit	4	4	
Analyze Survey Data	2	8	8
4. Report	2	16	8
5. Review Meeting	4	4	
Total	16	36	16

Cost Estimate for Basic Services Project - Approach Obstruction Study

A. Approach Study	Rate	Man-hours	Cost
Project Manager	\$52.40	16	\$838.40
Staff 1 Eng	\$29.47	36	\$1,060.92
Technician	\$35.83	16	\$573.28
Total Direct Labor			\$2,472.60
Combined Overhead		155.61%	\$3,847.61
Out of Pocket			
Mileage - 2 trips @ 90 mi @ \$0.56/mi		\$100.80	
Total Out of Pocket			\$100.80
Sub-Total			\$6,421.01
Operating Margin		15%	\$963.15
FCCM		0.374%	\$9.25
Total Preliminary Phase Estimate			\$7,393.41

Cost Estimate for Special Services Project - Approach Obstruction Study

1. Survey	Man-hour	Rate	Cost
3 Man Survey Crew	16	\$66.55	\$1,064.80
PLS	2	\$43.27	\$86.54
Technician	8	\$35.83	\$286.64
Total Direct Labor			\$1,437.98
Combined Overhead		155.61%	\$2,855.21
Out of Pocket			
Mileage- 2 trips @ 90 mi @ \$0.56/mi		\$100.80	
Total Out of Pocket			\$100.80
Sub-Total			\$3,776.42
Operating Margin		10%	\$377.64
FCCM		0.374%	\$5.38
Total Survey Estimate			\$4,159.44