

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
CITY OF FOLEY  
AND  
VOLKERT, INC.**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, (“Agreement”), by and between the City of Foley, having its principal place of business at 407 East Laurel Avenue, Foley, AL, hereafter referred to as the OWNER, and Volkert, Inc., having its principal place of business at 11 N. Water Street, Mobile, AL, hereinafter referred to as the CONSULTANT, which entities may also be referred to herein individually as “Party” and/or collectively as “Parties” as circumstances dictate;

WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, engineering, and/or inspection services on assignments at the Foley Municipal Airport as outlined in the Scope of Services;

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 1  
DEFINITIONS**

Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions.

**1.1 PROJECT or PROJECTS.** The total undertaking to be accomplished for Owner by the CONSULTANT, other engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by CONSULTANT under this Agreement are a part.

**1.2 AGREEMENT.** This written contract for professional services between OWNER and CONSULTANT including any and all attachments, exhibits, amendments, addenda, or Work Authorizations, and any other agreements or other documents that are incorporated herein by reference.

**1.3 WORK AUTHORIZATION.** A written order authorizing CONSULTANT to perform Services in accordance with the terms of this Agreement. This term shall also include any task order issued by OWNER defining the particular scope of services, cost, and schedule for an assigned task and setting forth any additional obligations of the Parties pursuant thereto. When utilized, such task orders shall be issued in the form set forth in Exhibit C (“Sample Supplemental Agreement”).

**1.4 BASIC SERVICES.** The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and which may be described in Exhibit A and/or any Work Authorization as “Basic Services”, “Scope of Work”, or similar. Referred to herein as “Services”.

**1.5 SPECIAL SERVICES.** The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and which may be described in Exhibit A and/or any Work Authorization as “Special Services”, “Scope of Work”, or similar. Referred to herein as “Services”.

**1.6 ADDITIONAL SERVICES.** Any services beyond Basic Services as described in Article 3, and as may be more fully set forth in any duly issued Work Authorization, as mutually agreed to in writing between OWNER and CONSULTANT. Where requested by OWNER or made necessary to complete CONSULTANT’s Services under the Project, all items set forth in Section 3.3 of this Agreement are specifically designated as Additional Services for purposes of this Agreement. Additional Services also referred to herein as “Services” as circumstances dictate.

**1.7 EXCLUDED SERVICES.** Without attempting to be a complete list or description of all services or potential services that are excluded from this Agreement and which will not be performed by CONSULTANT, the Parties specifically acknowledge that the CONSULTANT does not undertake responsibility in any way for discovering, handling, identifying, removing, or disposing of any hazardous materials, pollutants, contaminants, or wastes.

**1.8 EFFECTIVE DATE.** The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two Parties to sign and deliver.

**1.9 CONTRACTOR.** A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term “Contractor” means the Contractor or its authorized representative but excludes the CONSULTANT and its subconsultants.

**1.10 CONSTRUCTION CONTRACT.** To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to the entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Contractor’s Work.

**1.11 CONSTRUCTION CONTRACT DOCUMENTS.** To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Where the OWNER shall authorize the use of digital files for the submission and conveyance of official Construction Contract Documents, such digital files shall be deemed acceptable and reliable to the same extent as if the same had been provided in a print format. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

**1.12 DRAWINGS.** To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to that part of the Contract Documents which graphically shows the scope, extent, and character of the Contractor’s Work. Shop Drawings are not Drawings as so defined.

**1.13 SPECIFICATIONS.** To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to that part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Contractor's Work and certain administrative details applicable thereto.

**1.14 SHOP DRAWINGS.** To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT and submitted by Contractor to illustrate some portion of the Contractor's Work.

**1.15 RECORD DRAWINGS.** To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, the term Record Drawings, also referred to as "as-builts" and "as-built plans," shall mean drawings depicting the completed Project, which may be prepared by CONSULTANT as an Additional Service or by others in accordance with the terms of this Agreement, and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT or such other entity as may be charged with preparation under the terms of this Agreement and which shall be annotated by Contractor to show changes made during construction.

**1.16 CONSTRUCTION OBSERVER.** Where this role is included in the Consultant's Services per the Scope of Services, the authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in Exhibit A. Parties acknowledge that CONSULTANT's provision of a CONSTRUCTION OBSERVER shall not constitute approval of any construction work nor shall it be construed to relieve any Contractor of its obligations and/or responsibilities.

**1.17 APPLICABLE LAWS/LAWS AND REGULATIONS.** The terms Applicable Laws and Laws and Regulations, as used herein, shall mean the law of the state set forth in Section 8.11 ("Governing Law/Jurisdiction/Venue") as well as applicable regulations, codes, and licenses promulgated or issued by any board, commission, or agency having authority and jurisdiction over this Agreement. (May also be referred to herein as "Governing Law").

**1.18 CONSULTANT'S SERVICES.** The jobs, services, goods, deliverables, duties, and activities to be performed or provided by or on behalf of CONSULTANT under this Agreement inclusive of all Basic Services and any duly authorized Additional Services, including professional services more specifically defined as airport planning, engineering, environmental, and inspection in relation to a construction project, as well as provision of all necessary ancillary equipment, personnel, and tools of trade in accordance with the terms of this Agreement.

**1.19 CONTRACTOR'S WORK.** To the extent that such may be relevant to the terms of the Agreement, this term refers to any and all jobs, goods, deliverables, duties, activities, and services to be performed or provided by a Contractor for Owner pursuant to the terms of a Construction Contract.

## **ARTICLE 2 RELATIONSHIP OF THE PARTIES**

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any responsibility or duties of any Contractor(s) or can be held liable for such Contractor's (or its employees, agents, officers, suppliers, or others as may be under Contractor's control and direction) failure to perform their obligations and duties to OWNER.

The Contractor(s) will be solely responsible for means, methods, techniques, sequences, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's Work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER. CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Contractor's Work in accordance with the Construction Contract Documents.

Where CONSULTANT does not have a contractual relationship with the Contractor regarding the Project, OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers, and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts. Requiring action or conduct out of Contractor is the responsibility of the OWNER.

## **ARTICLE 3 SCOPE OF SERVICES**

**3.1** Generally. CONSULTANT shall perform the Basic and Special Services as set forth in this Article 3, in Exhibit A, and/or in any Work Authorizations that may be issued, as well as any Additional Services duly authorized in accordance with the terms and conditions herein. Such items, taken together, shall be referred to herein as the "Scope of Services".

CONSULTANT's Scope of Services as set out hereunder is finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Exhibit A, or in any subsequent Work Authorizations agreed upon between OWNER and CONSULTANT, is expressly not a part of CONSULTANT's Scope of Services.

**3.1.1** Safety. Consistent with and pursuant to Section 3.2.6, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

**3.1.2 Permits.** CONSULTANT shall, as part of its performance of the Basic Services, assist OWNER in meeting OWNER's duty to obtain those permits and approvals which are typical of and necessary to the performance of CONSULTANT's Services on this contract. Any assistance beyond that inherent in the Basic Services shall be considered as Additional Services, as defined herein. The Parties acknowledge that many factors which impact permitting and approval are outside the realm of control of CONSULTANT and its agents, and CONSULTANT bears no responsibility for the OWNER's obligation to obtain such permitting and approval items as may be necessary for the completion of the Project.

**3.2 Standards of Performance.**

**3.2.1 Standard of Care.** CONSULTANT shall at all times endeavor to perform its Services in conformance with the generally accepted care and skill exercised by professionals of the same type practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents, or otherwise.

**3.2.2 SUBCONSULTANTS.** CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services, subject to timely approval by OWNER, which shall not be unreasonably withheld.

**3.2.3 Reliance on Others.** Subject to the Standard of Care set forth in Paragraph 3.2.1, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

**3.2.4** The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain. OWNER, therefore, agrees not to make any resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such documents.

**3.2.5** The Parties acknowledge that, where the Scope of Services may include such, any opinions issued by CONSULTANT regarding probable construction cost are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgement as a professional generally familiar with the industry. However, Parties further acknowledge that because CONSULTANT has no control over the costs of labor, materials, equipment, or services furnished by others, or over any Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from any opinion of probable construction cost that may be prepared by CONSULTANT.

**3.2.6 CONSULTANT and Contractor.**

**3.2.6.1** CONSULTANT shall not at any time supervise, direct, control, or have authority over any Contractor Work, nor shall CONSULTANT have authority over or be responsible for the means,

methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of the Contractor's Work.

**3.2.6.2** Parties agree that where, in the course of performance of its Services hereunder, CONSULTANT may have the authority to reject any Contractor Work which, in the professional opinion of the CONSULTANT does not generally conform to any Construction Contract Documents, that authority shall in no way be construed as a duty to reject such work. Neither such authority, nor the decision to exercise or not exercise such authority, nor any action or inaction of CONSULTANT, shall give rise to a duty or responsibility of CONSULTANT for site safety or construction means, methods, or techniques; or create any express or implied duty or responsibility to any Contractor, subcontractor, other consultants or subconsultants, materials and/or equipment suppliers, or the employees of any of them.

**3.2.6.3** CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultant(s) at the Project site or where otherwise furnishing or performing any Services; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT, pursuant to its Scope of Services as defined herein.

**3.2.6.4** While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

### **3.3**     Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of the Project or its design, including but not necessarily limited to, change in size, complexity, project schedules, or character of construction; revisions to previously accepted studies, reports, design documents, or contract documents; and 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.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.

- (c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.
- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project applicable to CONSULTANT's Services including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.
- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- (g) Furnishing services of CONSULTANTS for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the site or OWNER's office as required in Basic Services.
- (i) Preparing additional bidding documents or Contract Documents for alternate bids or prices requested by OWNER for the Contractor's Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.
- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor, unless the nature of SUBCONSULTANT's Services would typically dictate performance of the Services at such time, and the performance of the Services at such time was clearly contemplated in the original Scope of Services with such timeline set forth specifically therein.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to OWNER.
- (n) Supplementing Record Drawings with information regarding the completed Project, site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.

- (o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revising and supplementing Record Drawings as needed.
- (p) Preparing to serve or serving as an advisor, consultant, or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.
- (q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- (r) Overtime work requiring higher-than-regular rates.
- (s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.
- (t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- (u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
- (v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.
- (w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Project work (advance notice not required), (2) the presence at the site of any items of historical or cultural significance, (3) Project work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Project work.

**3.4 Changed Conditions.** Parties acknowledge that it is possible that unforeseen or changed conditions may be encountered which could substantially alter the necessary services or the risk involved in completing CONSULTANT's Services. Where such changed conditions may require the renegotiation of the Scope of Services or termination of Services, Owner shall rely on CONSULTANT's judgement as to the continued adequacy of this Agreement in light of the discovery of conditions that were not anticipated or known. If renegotiation is necessary, CONSULTANT and OWNER shall in good faith enter into renegotiation of this Agreement to permit CONSULTANT to continue to meet OWNER's needs. If the Parties cannot reach an agreement as to renegotiated terms, OWNER agrees that CONSULTANT shall have the right to terminate this Agreement and be paid in accordance with the Agreement for all Services conducted and all Expenses incurred up to the date of termination, plus any reasonable termination costs.

**ARTICLE 4**  
**COMPENSATION OF CONSULTANT**

**4.1** CONSULTANT shall be compensated by OWNER in accordance with Exhibit B hereto.

**4.1.1** OWNER shall pay all costs associated with Basic Services authorized by the OWNER in accordance with the following.

**4.1.1.1** For all work associated with Basic Services the CONSULTANT will be compensated a fee consisting of direct salary, plus the current ALDOT audited rate for overhead, plus profit at fifteen percent (15%), plus out-of-pocket expenses.

**4.1.1.2** The CONSULTANT will be compensated for Basic Services on a lump sum basis unless otherwise stated in the Supplemental Agreement.

**4.1.1.3** Partial payments for basic services in connection with the project development phase and/or the design phase shall be made monthly to the CONSULTANT by the OWNER upon receipt of invoices, which shall be based upon percentages of completion of authorized services as stipulated in the Supplemental Agreement.

**4.1.2** OWNER shall pay all costs associated with Special Services authorized by the OWNER in accordance with the following.

**4.1.2.1** For all work associated with Special Services the CONSULTANT will be compensated a fee consisting of direct salary, plus the current ALDOT audited rate for overhead, plus profit at ten percent (10%), plus out-of-pocket expenses.

**4.1.2.2** The CONSULTANT will be compensated for Special Services on a Not-to-Exceed cost basis unless otherwise stated in the Supplemental Agreement.

**4.1.2.3** Partial payments for special services shall be made monthly to the CONSULTANT by the OWNER upon receipt of invoices, which shall be based upon cost, as calculated per Paragraph 4.1.2.1 of authorized services as stipulated in the Supplemental Agreement.

**4.1.2.4** The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount plus CONSULTANT's time for assisting and coordinating the subconsultant's services, calculated per Paragraph 4.1.2.1 above.

**4.1.3** Reimbursable expenses / out-of-pocket fees are defined as follows: travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment ("Expenses").

**4.1.4** The OWNER as purchase of the Services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

**4.1.5** Terms and Conditions. The basis of compensation described above is based upon the following conditions:

**4.1.5.1** Basis of Compensation:

**4.1.5.1.1** Time charged to the project by office consulting personnel will include the time that the applicable employees are engaged in actual work on the project at the CONSULTANT's office, at the site of the project, or in travel status in connection with the project.

**4.1.5.1.2** Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the project.

**4.1.5.1.3** Charges will not be made to the project during periods of sickness, vacation or at any other times when personnel are not gainfully employed on the work.

**4.1.6** Payment Schedule:

**4.1.6.1** Invoices shall be submitted no more often than monthly, with evidence of performance as may be deemed necessary by the OWNER.

**4.1.6.2** Payments shall be due and payable within 30 days after receipt of invoice.

**4.3** Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

**4.3.1** Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.  
P. O. Box 11407  
Birmingham, AL 35246-2042

**4.3.2** Failure to Pay. If OWNER fails to make any payment due CONSULTANT for Services and Expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.
- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

**4.4** Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion, in accordance with the terms of this Agreement.

**4.5** Redesign Fees. Where circumstances arise due to any cause, other than the negligence of CONSULTANT in the performance of its Services hereunder, which circumstances require or lead OWNER to request the redesign of all or a part of the Project by CONSULTANT, Parties hereby agree that both Parties will negotiate in good faith the terms of payment for such, which shall be considered Additional Services, and CONSULTANT shall be compensated fairly for any such redesign work.

**ARTICLE 5**  
**RESPONSIBILITIES OF THE OWNER**

In addition to other responsibilities of OWNER as set forth in this Agreement, where the responsibility for providing such Project-related information and/or data as set forth below in this Article 5 is not specifically allocated to CONSULTANT as a part of the Basic Services in the Scope of Services, OWNER shall, at its expense:

**5.1** Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including, as appropriate, any design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability requirements; and any budgetary limitations.

**5.2** Where applicable to the Project or Consultant's Services, give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

**5.3** Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in draft bidding-related documents (or requests for proposals or other construction procurement documents), where appropriate in accordance with the Scope of Services, and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents) where such may be appropriate to the Scope of Services, and (2) those portions of any Construction Contract other than, where applicable, the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

**5.4** Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs, investigation, site conditions, or work performed at or adjacent to the Project site(s).

**5.5** Advise CONSULTANT of and provide CONSULTANT with all information and data in its possession concerning the type and location of all underground utilities, both public and private, where such may be relevant to CONSULTANT's Services. CONSULTANT shall be entitled to rely on such information provided by OWNER as complete and accurate.

**5.6** Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic, Special and Additional Services hereunder (where the responsibility for providing such Project-related information and/or data is not specifically allocated to CONSULTANT as a part of the Basic Services). As related to the Scope of Services, such information and data may be expected to include, but not necessarily be limited to, the following:

**5.6.1** Property descriptions;

**5.6.2** Zoning, deed, and other land use restrictions;

**5.6.3** Utility and topographic mapping and surveys;

**5.6.4** Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;

**5.6.5** Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof; and

**5.6.6** Environmental assessments, audits, investigations, impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

**5.7** Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform 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 compensation.

**5.8** Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination and render timely written decisions pertaining thereto.

**5.9** Obtain and provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

**5.10** Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

**5.10.1** Accounting, bond, and financial advisory; independent cost estimating; and insurance counseling services, and

**5.10.2** Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

**5.11** Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

**5.12** Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

**5.13** Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

**5.14** Provide prompt review of all CONSULTANT submittals.

**ARTICLE 6  
INSURANCE AND INDEMNIFICATION**

**6.1** Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

**6.1.1** Commercial General Liability

(a)	Each Occurrence:	\$1,000,000
(b)	General Aggregate:	\$2,000,000

**6.1.2** Automobile Liability (Combined Single Limit BI/PD)

(a)	Each Accident:	\$1,000,000
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**6.1.3** Worker Compensation: Statutory

**6.1.4** Employers' Liability

(a)	Each Accident:	\$1,000,000
(b)	Disease, Each Employee:	\$1,000,000
(c)	Disease, Policy Limit:	\$1,000,000

**6.1.5** Professional Liability

(a)	Each Claim:	\$2,000,000
(b)	Annual Aggregate:	\$2,000,000

**6.1.6** OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed, or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project and provide CONSULTANT with appropriate endorsements indicating CONSULTANT's designation as an additional insured on each policy that allows the addition of additional insureds.

**6.2** OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such insurance held by the OWNER as trustee. If OWNER is not the sole Owner of the Project sites and all property at and adjacent thereto,

OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

### **6.3** INDEMNIFICATION.

**6.3.1** INDEMNIFICATION BY CONSULTANT. TO THE FULLEST EXTENT PERMITTED BY LAW, **AND UP TO THE LIMITS OF THE EXCLUSIVITY OF REMEDIES PROVISION CONTAINED HEREIN**, CONSULTANT SHALL INDEMNIFY OWNER AND OWNER'S OFFICERS, DIRECTORS AND EMPLOYEES FOR COSTS, LOSSES, JUDGMENTS, DAMAGES AND EXPENSES (INCLUDING ANY REASONABLE ATTORNEYS' FEES) ACTUALLY INCURRED AND PAID, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS AND OMISSIONS OF CONSULTANT IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES HEREUNDER. IN ANY MATTERS INVOLVING ALLEGATIONS OF NEGLIGENT PERFORMANCE OF PROFESSIONAL SERVICES BY CONSULTANT, CONSULTANT'S DEFENSE DUTIES UNDER THIS INDEMNIFICATION PROVISION (WHICH ARE EXPRESSLY DISCLAIMED) SHALL INCLUDE ONLY REIMBURSEMENT OF REASONABLE DEFENSE COSTS TO THE EXTENT INCURRED AS A PROXIMATE RESULT OF CONSULTANT'S ACTUAL NEGLIGENT PERFORMANCE.

**6.3.2** INDEMNIFICATION BY OWNER. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND SUBCONSULTANTS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, OMISSION, OR WILLFUL MISCONDUCT OF OWNER OR OWNER OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, CONSULTANTS, OR OTHERS RETAINED BY OR UNDER CONTRACT TO THE OWNER WITH RESPECT TO THIS AGREEMENT OR TO THE PROJECT.

**6.3.3** ENVIRONMENTAL INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUBCONSULTANTS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) CAUSED BY, ARISING OUT OF, RELATING TO, OR RESULTING FROM ANY SUBSTANCE, PRODUCT, WASTE, OR OTHER MATERIAL OF ANY NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ASBESTOS, PETROLEUM, RADIOACTIVE MATERIAL, AND PCBs) WHICH IS OR BECOMES LISTED, REGULATED, OR ADDRESSED PURSUANT TO (A) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. §§9601 ET SEQ. ("CERCLA"); (B) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. §§1801 ET SEQ.; (C) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §§6901 ET SEQ. ("RCRA"); (D) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §§2601 ET SEQ.; (E) THE CLEAN WATER ACT, 33 U.S.C. §§1251 ET SEQ.; (F) THE CLEAN AIR ACT, 42 U.S.C. §§7401 ET SEQ.; AND (G) ANY OTHER FEDERAL, STATE, OR LOCAL STATUTE, LAW, RULE, REGULATION, ORDINANCE, RESOLUTION, CODE, ORDER, OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS, TOXIC, OR DANGEROUS WASTE,

SUBSTANCE, OR MATERIAL AT, ON, OR UNDER THE PROJECT SITE, PROVIDED THAT (1) ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) NOTHING IN THIS PARAGRAPH SHALL OBLIGATE OWNER TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT.

**6.3.4 PERCENTAGE SHARE OF LIABILITY.**

OWNER AND CONSULTANT HEREBY EXPRESSLY AGREE THAT EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PARTY'S PERCENTAGE SHARE OF THE TOTAL LIABILITY OF A CLAIM OR DISPUTE ARISING UNDER THIS AGREEMENT **UP TO THE LIMITS OF THE EXCLUSIVITY OF REMEDIES PROVISION CONTAINED HEREIN.**

**ARTICLE 7  
TERMINATION AND SUSPENSION**

**7.1 Suspension.**

**7.1.1 By OWNER.** OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

**7.1.2 By CONSULTANT.** CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.

**7.2 Termination.** The obligation to provide further Services under this Agreement may be terminated:

**7.2.1** For cause,

(a) By either Party upon 30 days written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's Services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(c) In the event of termination for cause, CONSULTANT shall have no liability to OWNER on account of such termination.

(d) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the Party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more

than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

**7.2.2** For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

**7.3** Effective Date of Termination. The terminating Party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**7.4.** Payments Upon Termination

**7.4.1** In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable Expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

**7.4.2** In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER for and obtain payment of a reasonable amount for Services and Expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**8.1** Contract Period: All contracts, agreements, provisions, and stipulations of this Agreement shall remain in full force for a period of five (5) years 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.

**8.2** 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 Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless of 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 OWNER 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 or others' use of such Documents. It shall be deemed acceptable for CONSULTANT to deliver to OWNER the original record version of such Documents in a digital format, signed and sealed according to applicable Laws and Regulations. Provided, however, that where another acceptable format for the original record version is required under Applicable Laws and Regulations, SUBCONSULTANT shall provide the original record version in such approved format.

### **8.3** Electronic Transmittals.

**8.3.1** OWNER and CONSULTANT may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly or through access to a secure project website, in accordance with a mutually agreeable protocol.

**8.3.2** If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

**8.3.3** When transmitting items in electronic media or digital format, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **8.4** Municipal Advisor Disclosure and Disclaimer

CONSULTANT is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to OWNER or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of OWNER or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to OWNER or an obligated person; CONSULTANT is not acting as an advisor to OWNER or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to OWNER or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and OWNER and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that OWNER or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of OWNER or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or

issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities; nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to OWNER.

## **8.5** Force Majeure/Delays and Extensions of Time.

**8.5.1** CONSULTANT and OWNER agree that no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligation to make previously owned payments to the other Party due hereunder) to the extent that an act beyond the impacted Party's reasonable control, including without limitation, acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats, riots, civil unrest, government order or law or action or inaction of governmental authority, embargo or blockade, strikes, labor stoppages, industrial disturbances, encountering hazardous materials and/or concealed/unknown conditions, shipping delays, national or regional emergency, pandemic, epidemic, or other widespread medical or natural disasters or similar events, ("Force Majeure Events") may impact, interfere with, delay, or frustrate a Party's ability to so perform under the Agreement.

**8.5.2** If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by a Force Majeure Event or any cause deemed to be beyond the reasonable control of CONSULTANT, the schedule will be automatically extended and compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay.

**8.6** Exclusivity of Remedies. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and subconsultants, 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 subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds.

## **8.7** Successors and Assigns

**8.7.1** OWNER and CONSULTANT are each hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.7.2, 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.

**8.7.2** Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies 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.

**8.7.3** Nothing under this section or the within the other terms of 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. OWNER agrees that that the substance of the provisions of this Paragraph 8.7.3 shall appear in any Construction Contract Documents.

**8.8** 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 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. Only after the Parties have exhausted direct discussions AND mediation 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 and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other Party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

**8.9** Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien, or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

**8.10** Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

**8.11** Governing Law/Jurisdiction/Venue. It is expressly agreed and stipulated between the Parties that this Agreement shall be deemed to have been executed in the state that is the situs of the Services to be performed herein. This Agreement shall be governed by the laws of that State, and any disputes related

to or arising out of this Agreement or its alleged breach, shall be brought in the State of Alabama and County of Mobile, exclusive of that state's choice of law provisions. In any such litigation, both Parties hereby waive their rights to jury trial and mutually agree that any disputes between them arising out of this Agreement that are subject to litigation shall be tried to the bench only.

**8.12 Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of the Services.

**8.13 Severability.** Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agree that, in such instance, the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

**8.14 Total Agreement.** This Agreement (together with the exhibits referenced herein) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both Parties.

**8.15 Confidentiality.** CONSULTANT shall maintain the confidentiality of all information specifically designated as confidential by OWNER, unless withholding such information would violate the law, create a risk of significant harm to the public, or prevent CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. Parties, however, acknowledge that CONSULTANT shall have the right to include photographic or artistic representations of the Project and descriptions of both the Project and CONSULTANT's Services to OWNER on the Project in the preparation CONSULTANT's marketing materials, such as proposals, presentations, etc. Parties agree that such usage by CONSULTANT shall not include OWNER's confidential information, where the OWNER has previously notified CONSULTANT in writing of the confidential nature of such information. It is understood and agreed that CONSULTANT may retain electronic copies of confidential information created by automatic computer generated backup systems in the ordinary course of business, but such copies shall be deleted in the ordinary course of Subconsultant's file maintenance, shall not be accessed by CONSULTANT, and shall nevertheless remain subject to this Agreement.

**8.16 Construction.** The Parties acknowledge that this Agreement is the result of careful negotiation and that both Parties have had the opportunity to carefully review the terms of the Agreement. CONSULTANT and OWNER therefore agree that this Agreement will be considered to have been drafted jointly by the Parties to it and shall not be construed or interpreted against any particular Party, regardless from which Party the base document may have originated or who may have originally drafted any particular portion of the Agreement. Any principal of construction or rule of law that provides for any latent ambiguities within an Agreement to be construed against the drafter are, therefore, agreed by both Parties to be inapplicable to the terms of this Agreement.

**8.17 Designated Representative.** With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective Party whom the individual represents.

Address for OWNER's receipt of notices:

407 East Laurel Avenue  
Foley, Alabama 36536

Designated Representative (Paragraph 8.17):

Name: Rachel Keith

Title: Airport Manager

Phone Number: (251) 970-2418

E-Mail Address: rkeith@cityoffoley.org

Address for CONSULTANT's receipt of notices:

1110 Montlimar Drive, Suite 1050  
Mobile, Alabama 36609

Designated Representative (Paragraph 8.17):

Name: Jordan Stringfellow, P.E.

Title: Assistant Vice President

Phone Number: (251) 605-6020

E-Mail Address: Jordan.Stringfellow@volkert.com

**8.18** Notice of Security Event. OWNER hereby agrees to notify CONSULTANT by email to [itsecurity@volkert.com](mailto:itsecurity@volkert.com) with copy to the CONSULTANT's Designated Representative, as soon as reasonably possible (but in no case later than twenty-four (24) hours) after it becomes aware of any Security Event. (Security Event to be defined herein as any compromise by unauthorized access, unauthorized use, or inadvertent disclosure that impacts the confidentiality, integrity, or availability of CONSULTANT's data or information, including but not limited to a data breach as defined under the Applicable Laws and Regulations.) All notices of the Security Event shall summarize such event in reasonable detail, including but not limited to (i) the effect on CONSULTANT, if known, and (ii) the date and time identified.

OWNER will designate a representative to serve as the point of contact during the Security Event, if different from the OWNER's Designated Representative identified in this Agreement. OWNER shall cooperate fully with CONSULTANT and fully remediate all the effects of such Security Event, develop and execute a plan that reduces the likelihood of the same or similar Security Event from occurring in the future, and provide CONSULTANT with such assurances as CONSULTANT shall request that such Security Event is not likely to recur. The content of any filing, communication, notice, press release, or report related to any Security Event with inference to or identification of CONSULTANT must be approved by CONSULTANT prior to any publication or communication.

Upon determining that a Security Event has been resolved, or otherwise upon request by CONSULTANT after a reasonable time has elapsed since the Security Event was reported, OWNER shall within ten (10) business days provide to CONSULTANT a written executive summary or other similar document detailing the (i) suspected or confirmed cause of the Security Event; (ii) CONSULTANT data, including Confidential Information affected; (iii) steps taken to address the Security Event and steps to be implemented by OWNER's management to prevent reoccurrences of Security Events of a similar nature; (iv) a list of communications made to third parties, including data subjects and law enforcement agencies, as a result of the Security Event; and (v) a statement certifying that the underlying cause of the Security Event has been mitigated.

**8.19** Headings for Reference Only. Where used, titles and headings within this Agreement are for reference only, are intended solely to provide convenience and organization, and will not be used to modify, interpret, construe, expand, or explain any of the provisions of this Agreement or the intentions of the Parties.

**ARTICLE 9**  
**MANDATORY CONTRACT PROVISIONS**

**9.1** Access to Records and Reports. Consultant must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**9.2** Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the CONSULTANT or its Subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

OWNER will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONSULTANT must correct the breach. Owner may proceed with termination of the contract if the CONSULTANT fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**9.3** General Civil Rights Provisions. In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the CONSULTANT and Subconsultants from the bid solicitation period through the completion of the Contract.

**9.4** Civil Rights – Title VI Assurance.

**9.4.1** Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**9.4.2 Compliance with nondiscrimination Requirements.** During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”), agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT (hereinafter includes Subconsultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

**9.5 Clean Air and Water Pollution Control.** CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The CONSULTANT agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONSULTANT must include this requirement in all subcontracts that exceed \$150,000.

## **9.6** Contract Workhours and Safety Standards Act Requirements

### **1.** Overtime Requirements.

No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### **2.** Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONSULTANT and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such CONSULTANT and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### **3.** Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subconsultant under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### **4.** Subconsultants.

The CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

**9.7** Certification of Consultant Regarding Debarment. The CONSULTANT certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**9.7.1** Certification of Lower Tier Consultants Regarding Debarment. The CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The CONSULTANT will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of CONSULTANT Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **9.8 Disadvantaged Business Enterprise**

**9.8.1 Contract Assurance.** The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONSULTANT from future bidding as non-responsible.

**9.8.2 Prompt Payment.** The CONSULTANT agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from receipt of each payment the CONSULTANT receives from the Owner. The CONSULTANT agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subconsultants.

**9.8.3 Termination of DBE Subcontracts.** The CONSULTANT must not terminate a DBE subconsultant (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the CONSULTANT seeks to perform work originally designated for a DBE subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains written consent of the Owner. Unless the Owner's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the CONSULTANT has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subconsultant, the CONSULTANT must give notice in writing to the DBE subconsultant, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The CONSULTANT must give the DBE five (5) days to respond to the CONSULTANT's notice and advise Owner and the CONSULTANT of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the CONSULTANT's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**9.9 Distracted Driving – Texting When Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**9.10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** CONSULTANT and Subconsultants agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**9.11 Equal Opportunity Clause.** During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

4. The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**9.12 Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**9.13 Certification Regarding Lobbying.** The Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**9.14 Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**9.15 Rights to Inventions.** Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. CONSULTANT must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

**9.16 Seismic Safety.** In the performance of design services, the CONSULTANT agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the CONSULTANT agrees to furnish the Owner a

“certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**9.17 Certification of Offeror Regarding Tax Delinquency and Felony Convictions.** The CONSULTANT must complete the following two certification statements. The CONSULTANT must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The CONSULTANT agrees it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

1. The CONSULTANT represents that it is (\_\_\_) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The CONSULTANT represents that it is (\_\_\_) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **Note**

If a CONSULTANT responds in the affirmative to either of the above representations, the CONSULTANT is ineligible to receive an award unless the Owner has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The CONSULTANT therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**9.18 Termination for Convenience or Cause.** See Article 7 – Termination and Suspension.

**9.19 Trade Restriction Certification.** By submission of an offer, the CONSULTANT certifies that with respect to this solicitation and any resultant contract, the CONSULTANT –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The CONSULTANT must provide immediate written notice to the Owner if the CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subconsultants provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to a CONSULTANT or subconsultant:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the CONSULTANT has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**9.20 Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

OWNER: CITY OF FOLEY

CONSULTANT: VOLKERT, INC.

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Print name: \_\_\_\_\_

Print name: Harold Z. Eubanks, P.E.

Title: \_\_\_\_\_

Title: Regional Vice President, South AL Eng.

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Federal Employer ID #  
(Corporation) \_\_\_\_\_

# EXHIBIT A

## SCOPE OF SERVICES

### SECTION I – BASIC SERVICES

A. Preliminary Design Phase: After written authorization to proceed the CONSULTANT shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER's providing or obtaining from other data or services of the types described in Section II and act as OWNER's representative in connection with such services. Either assist the OWNER in contracting for such services or include the services in this agreement by use of a subconsultant in accordance with Section II, Special Services.
3. Prepare preliminary designs necessary to determine the type, size and scope of the improvement project based upon projected aviation activity and current airport standards.
4. Prepare preliminary cost estimates for the project.
5. Prepare preapplications for federal and/or state assistance grants for funding of the project.
6. Furnish a copy of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. Design Phase: After written authorization to proceed the CONSULTANT shall:

1. In consultation with the OWNER and other government agencies through conferences, meetings, or submissions of preliminary reports as appropriate, determine the extent of the project and the design criteria to be used in final design.
2. Prepare an Engineer's report in accordance with FAA criteria, which shall include but not necessarily be limited to:
  - a. An analysis and reasons for the design choices;
  - b. An analysis of the airport pavement design, when applicable;
  - c. An analysis of the manner that the work will be accomplished; and
  - d. A project cost estimate based upon the final design.
3. Advise the OWNER of needed special services not included herein and assist the OWNER in the evaluation and selection of other professionals to provide special services.
4. Prepare final design, detailed contract drawings, specifications, estimates and contract documents.

5. Submit appropriate documents to state and federal agencies for necessary approvals and permits.
6. Furnish to the OWNER a copy of completed drawings, specifications, reports, estimates and contract documents.

C. Bid Phase:

1. Assistance to the OWNER in securing bids, tabulation, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
2. Assistance in preparation of application for federal assistance.
3. Assistance in preparation of formal contract documents for the award of construction contracts.

D. Construction Phase:

After written authorization to proceed, the CONSULTANT shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
2. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents and provide reports as necessary to the OWNER. CONSULTANT shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
3. Review shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements.
4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, made recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The CONSULTANT is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the CONSULTANT's control.
6. Advise the OWNER of needed special services and assist the OWNER in the acquisition of such services or perform these services by use of a subconsultant in accordance with Section II, as appropriate.

7. Review partial and final payments due to contractor based upon the completed work.
8. Assist OWNER in preparing applications for partial and final payments for submission to government agencies.
9. Based on construction observation services and surveys made under special services or by others, compute final quantities or work completed by contractor on the project.
10. Make a final inspection with OWNER and government representatives of the completed work and provide a report of CONSULTANT's recommendation regarding contractor's final earnings.
11. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, and recommendations regarding liquidated damages.
12. Prepare "Record Drawings" based upon information provided by the contractor. Furnish two (2) hard copies of the "Record Drawings" to the OWNER.
13. The CONSULTANT shall not be responsible for the acts or omissions of any contractor, or sub, or any of the contractor's or subcontractor's agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor's work.
14. The CONSULTANT shall not be responsible to act as foreman, superintendent, safety consultant, or for the safety of the contractor's personnel.
15. The CONSULTANT shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of his Contract and shall not be responsible for the failure of any contractor to carry out work in accordance with the Contract Documents.

## **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. Construction Observation Services to be performed as described below and approved by OWNER.

1. CONSULTANT'S Personnel at Construction Site

- a. The CONSULTANT shall make periodic visits to the site at intervals appropriate to the various stages of construction, as the CONSULTANT deems necessary, in order to observe the progress and quality of the various aspects of the work of the contractor.
- b. The CONSULTANT shall provide site observations during the construction phase of operations or at approved intervals by the OWNER. The furnishing of such on-site observations will not extend the CONSULTANT'S responsibilities or authority beyond the specific limits set forth in the Agreement. Such visits and observations by the CONSULTANT are not intended to be exhaustive, or to extend to every aspect of the work in progress, or to the CONSULTANT in this Agreement, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on the CONSULTANT'S exercise of professional judgment. Based on information obtained during such visits and such observations, the CONSULTANT shall endeavor to determine, in general, if such work is proceeding in accordance with the construction contract documents ("Construction Documents"), and the CONSULTANT shall keep the OWNER informed of the progress of the work. The CONSULTANT shall report promptly in writing to the OWNER any deficiencies in the work of which the CONSULTANT has direct knowledge.

2. Contractor Submittals

The CONSULTANT shall review the contractor's shop drawings and other submittals. Such review shall be only for conformance with the information given in the Contract Documents and for compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto. CONSULTANT shall report conformance of review in writing to the OWNER. CONSULTANT shall also review contractor's invoices and time schedules on behalf of OWNER.

3. Record Drawings

The CONSULTANT shall prepare and deliver to the OWNER record drawings once construction is complete and accepted by the OWNER. Such record drawings will be based on information furnished by the contractor to the CONSULTANT showing changes made during construction. The CONSULTANT is not responsible for any errors or omissions in the information provided by the contractor that is incorporated into the record drawings.

4. Contractor is Responsible for Construction Work

- a. The CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. The CONSULTANT shall not guarantee the performance of the contractor nor be responsible for the acts, errors, omissions or the failure of the contractor to perform the construction work in accordance with the Contract Documents.

- b. The OWNER agrees to include all construction contract provisions for contractor indemnification of the OWNER and the CONSULTANT for contractor's negligence and to name the OWNER and the CONSULTANT as additional insured on applicable contractor's insurance policies.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined acceptable by OWNER and CONSULTANT.
- 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.
- H. Extra work required to revise contract documents, plans and specifications to facilitate the award of more construction contracts than anticipated under the requirements outlined in the Basic Services provisions of this agreement in the event the OWNER adopts such a construction program.
- I. Assistance to the OWNER in implementing the DBE program as requested.
- J. Perform services when required by FAA audit subsequent to completion of the project.
- K. Serve as consultant, witness or representative for the OWNER in any public hearing, public information meeting, or other administrative proceeding involving the project as determined acceptable by OWNER and CONSULTANT.
- L. Any other additional services not otherwise provided for by this agreement.

## **EXHIBIT B**

### **TERMS OF COMPENSATION**

The terms of compensation agreed to hereunder shall be in accordance with each individual Supplemental Agreement issued pursuant to this Agreement.

**EXHIBIT C**  
**SAMPLE SUPPLEMENTAL AGREEMENT**

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**

**SAMPLE**

**TO CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN [OWNER]  
AND VOLKERT, INC.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the [OWNER NAME], [ADDRESS] (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 \_\_\_ Day of \_\_\_\_\_, 20\_\_\_, (Original Contract) whereby the Consultant is to provide all necessary professional services associated with improvements to the [LOCATION], [CITY], [STATE] 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:

***[PROJECT NAME]***

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:

[PROJECT DESCRIPTION]

## **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: AIG**

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.

### **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.

### **FAA Documentation:**

Provide services to complete and submit standard FAA required documentation associated with the AIP and AIG grant programs 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 [AMOUNT] 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 [AMOUNT] as summarized in Attachment "A".

The **Total Engineering Cost** for Basic and Special Services summarized in Attachment "A" is [AMOUNT].

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.

		<b>[OWNER NAME]</b>
Attest: _____		Signature: _____
Name: _____		Name: _____
Title: _____		Title: _____
		Federal Employer ID # (Corporation): _____
		Social Security # (Individual): _____
		<b>VOLKERT, INC.</b>
Attest: _____		Signature: _____
Name: _____		Name: _____
Title: _____		Title: _____

To be attached to Supplemental Agreement as appropriate:

**SUPPLEMENTAL AGREEMENT ATTACHMENT A: ENGINEERING FEE PROPOSAL**

**SUPPLEMENTAL AGREEMENT ATTACHMENT B: SUBCONSULTANT PROPOSAL(S)**



# ATTACHMENT A – ENGINEERING FEE PROPOSAL

Volkert Project Number:

Project Description:

Client:

Location:

Date:



PROJECT DESCRIPTION: [PROJECT NAME]

# **SAMPLE**

## **INDEX**

<b><u>DESCRIPTION</u></b>	<b><u>SHEET NUMBER</u></b>
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Summary of Engineering Fee Proposal .....	5
Basic Service Man-Hour & Cost Estimate .....	6 - 10
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## **ATTACHMENTS**

Sub-Consultant Proposals .....	ATTACHMENT B
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PROJECT DESCRIPTION: [PROJECT NAME]

**PROJECT INTRODUCTION & SCOPE**

This project will provide for the engineering services required to [PROJECT DESCRIPTION]

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 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. Site evaluations of existing conditions including topographic surveys, Catex Assessment, 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. 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.

PROJECT DESCRIPTION: [PROJECT NAME]

- **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:

- **Construction Engineering & Inspections (CE&I)- Provided by Volkert Inc.**

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 most aspects of the work and will provide daily inspection reports of all contractor activities. Inspection of the construction of the required hangar will be monitored daily, but inspectors will not be onsite with the contractor at all times. 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.

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

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

The Geo-Technical services will be provided by [SUBCONSULTANT NAME]. Refer to Attachment B for summary for scope of work presented by subconsultant.

- **Topographic Field Survey - provided by Volkert, Inc.**

The topographic field survey will be provided by Volkert, Inc. Survey will include shots of all existing structures and topography within the project area.

PROJECT DESCRIPTION: [PROJECT NAME]

- DBE Planning & Uniform Reporting - Provided by [SUBCONSULTANT NAME]
  - Develop a Disadvantaged Business Enterprise (DBE) Plan in accordance with 49 CFR, Part 26
  - Compile and complete the FY 20\_\_\_\_ Uniform Report
  - Develop the DBE Plan for FY 20\_\_\_\_ thru FY 20\_\_\_\_
  - Compile and complete the Uniform Reporting for FY 20\_\_\_\_ thru FY 20\_\_\_\_
  
- FAA Documentation – Provided by Volkert, Inc.
  - Prepare and Submit FY20\_\_ Grant Applications
  - Prepare and Submit FY20\_\_ Grant Quarterly Reports and Monthly F-25's
  - Manage Statement of Distribution
  - Prepare and Submit Grant Closeout Documents to FAA

***\*\*\*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: Project Name Here

<b>SUMMARY OF ENGINEERING FEE PROPOSAL</b>		
<b>PROJECT NAME HERE</b>		
<b>BASIC / PROFESSIONAL SERVICES</b>		
<b>TASK</b>	<b>SERVICE DESCRIPTION</b>	<b>TOTAL COST</b>
Task 1	TOTAL PRELIMINARY DESIGN PHASE	\$0.00
Task 2	TOTAL DESIGN PHASE	\$0.00
Task 3	TOTAL BID PHASE	\$0.00
Task 4	TOTAL CONSTRUCTION ADMINISTRATION PHASE	\$0.00
<b>TOTAL BASIC SERVICE COST - LUMP SUM</b>		<b>\$0.00</b>
<b>SPECIAL SERVICES</b>		
<b>TASK</b>	<b>SERVICE DESCRIPTION</b>	<b>TOTAL COST</b>
Task 5	TOTAL CE&I SERVICES	\$0.00
Task 6	TOTAL GEO-TECH SERVICES COST	\$0.00
Task 7	TOTAL TOPOGRAPHIC SURVEY SERVICES COST	\$0.00
Task 8	TOTAL DBE PLAN & UNIFORM REPORTING COST	\$0.00
Task 9	TOTAL FAA DOCUMENTATION	\$0.00
<b>TOTAL SPECIAL SERVICE COST - COST PLUS (NTE)</b>		<b>\$0.00</b>
<b>TOTAL ENGINEERING COST</b>		<b>\$0.00</b>

PROJECT DESCRIPTION: Project Name Here

Task No.	MAN-HOUR PRELIMINARY DESIGN ESTIMATE PROJECT NAME HERE				
1	PRELIMINARY DESIGN PHASE	Project Manager	Staff 2 Prof	Tech	Admin
1.1	Pre-Design & Owner Coordination Meeting				
1.2	Site Evaluation and Visual Inspections				
<b>TOTAL PRELIMINARY DESIGN MAN-HOURS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task No.	PROPOSED PRELIMINARY DESIGN FEE PROJECT NAME HERE				
1	PRELIMINARY DESIGN PHASE	Man-hour	Rate	Cost	
<b>Labor Costs</b>					
	Project Manager	0	\$0.00	\$0.00	
	Staff 2 Professional	0	\$0.00	\$0.00	
	Technician	0	\$0.00	\$0.00	
	Administrative Assistant	0	\$0.00	\$0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$0.00</b>	
	Combined Overhead		0.00%	\$0.00	
<b>TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD</b>				<b>\$0.00</b>	
	Operating Margin		0.0%	\$0.00	
	FCCM (Direct Labor Only)		0.000%	\$0.00	
<b>TOTAL LABOR COSTS</b>				<b>\$0.00</b>	
<b>Out of Pocket Costs</b>					
	Travel Expenses (Mobile Office to Project Site) (XX Miles One-Way)	<b>Trips</b>	<b>Miles</b>	<b>Rate</b>	<b>Cost</b>
			0	\$0.000	\$0.00
<b>TOTAL OUT OF POCKET</b>				<b>\$0.00</b>	
<b>TOTAL PRELIMINARY DESIGN PHASE</b>				<b>\$0.00</b> LS	

PROJECT DESCRIPTION: Project Name Here

Task No.	MAN-HOUR DESIGN ESTIMATE PROJECT NAME HERE					
	2	DESIGN PHASE	Project Manager	Staff 2 Prof	Tech	Admin
<b>2.A</b>	<b>Design &amp; Analysis</b>					
2.A1	Evaluate Survey Data					
2.A2	Perform Drainage Analysis & Design					
2.A3	Develop Horizontal & Vertical Alignments for Taxilanes					
2.A4	Develop Taxilane Pavement Section					
<b>2.B</b>	<b>Plan Development</b>					
2.B1	Title Sheet & Index					
2.B2	Airport Layout Plan					
2.B3	Construction Safety & Phasing Plan (CSPP)					
2.B4	Project Notes Sheet					
2.B5	Summary of Quantities					
2.B6	Geometric Data Sheets					
2.B7	Typical Sections					
2.B8	Project Layout					
2.B9	Plan and Profile Sheets - Taxilane					
2.B10	Drainage Plan & Details					
2.B11	Marking Plan & Details					
2.B12	Cross Sections - Taxilane					
2.B13	Hangar Floor Plan & Minimum Requirements					
2.B14	Hangar Electrical Plan					
2.B15	Potable Water Layout & Details					
2.B16	Fire Water Layout & Details					
2.B17	Onsite Sewage System (OSS) Layout & Details					
<b>2.C</b>	<b>Construction Contract &amp; Specifications</b>					
2.C1	Contract Documents					
2.C2	Technical Specifications					
<b>2.D</b>	<b>Permitting &amp; Coordination</b>					
2.D1	Notice of Proposed Construction - FAA 7460 (Hangar)					
2.D2	Notice of Proposed Construction - FAA 7460 (CSPP)					

PROJECT DESCRIPTION: Project Name Here

Task No.	MAN-HOUR DESIGN ESTIMATE PROJECT NAME HERE				
2	DESIGN PHASE	Project Manager	Staff 2 Prof	Tech	Admin
2.D3	Coordination with LIST ENTITIES HERE				
<b>2.E QA/QC</b>					
2.E1	Engineer's Report				
2.E2	QA/QC Documents & Reviews				
2.E3	Peer and Constructability Reviews				
<b>2.F Submittals &amp; Review Meetings</b>					
2.F1	90% Packaging & Submission				
2.F2	90% Review Meeting with Sponsor				
2.F3	100% Packaging & Submission				
2.F4	100% Review Meeting with Sponsor				
<b>TOTAL DESIGN MAN-HOURS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task No.	PROPOSED DESIGN FEE PROJECT NAME HERE				
2	DESIGN PHASE	Man-hour	Rate	Cost	
<b>Labor Costs</b>					
	Project Manager	0	\$0.00	\$0.00	
	Staff 2 Professional	0	\$0.00	\$0.00	
	Technician	0	\$0.00	\$0.00	
	Administrative Assistant	0	\$0.00	\$0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$0.00</b>	
	Combined Overhead		0.00%	\$0.00	
<b>TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD</b>				<b>\$0.00</b>	
	Operating Margin		0.0%	\$0.00	
	FCCM (Direct Labor Only)		0.000%	\$0.00	
<b>TOTAL LABOR COSTS</b>				<b>\$0.00</b>	
<b>Out of Pocket Costs</b>					
	Travel Expenses (Mobile Office to Project Site) (XX Miles One-Way)	<b>Trips</b>	<b>Miles</b>	<b>Rate</b>	<b>Cost</b>
			0	\$0.000	\$0.00
<b>TOTAL OUT OF POCKET</b>				<b>\$0.00</b>	
<b>TOTAL DESIGN PHASE</b>				<b>\$0.00</b>	

LS

PROJECT DESCRIPTION: Project Name Here

Task No.	MAN-HOUR BID PHASE ESTIMATE PROJECT NAME HERE				
3	BID PHASE	Project Manager	Staff 2 Prof	Tech	Admin
3.1	Coordinate Project Advertisement				
3.2	Prepare Bid Packets & Upload to Quest				
3.3	Conduct Pre-Bid Meeting				
3.4	Prepare Resume of Pre-Bid Meeting				
3.5	Address Questions & Issue Addendums				
3.6	Conduct Bid Opening				
3.7	Evaluate & Reconcile Bids				
<b>TOTAL BID MAN-HOURS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task No.	PROPOSED BID PHASE FEE PROJECT NAME HERE				
3	BID PHASE	Man-hour	Rate	Cost	
<b>Labor Costs</b>					
	Project Manager	0	\$0.00	\$0.00	
	Staff 2 Professional	0	\$0.00	\$0.00	
	Technician	0	\$0.00	\$0.00	
	Administrative Assistant	0	\$0.00	\$0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$0.00</b>	
	Combined Overhead		0.00%	\$0.00	
<b>TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD</b>				<b>\$0.00</b>	
	Operating Margin		0.00%	\$0.00	
	FCCM (Direct Labor Only)		0.000%	\$0.00	
<b>TOTAL LABOR COSTS</b>				<b>\$0.00</b>	
<b>Out of Pocket Costs</b>					
	Travel Expenses (Mobile Office to Project Site) (XX Miles One-Way)	<b>Trips</b>	<b>Miles</b>	<b>Rate</b>	<b>Cost</b>
			0	\$0.000	\$0.00
<b>TOTAL OUT OF POCKET</b>				<b>\$0.00</b>	
<b>TOTAL BID PHASE</b>				<b>\$0.00</b>	

LS

PROJECT DESCRIPTION: Project Name Here

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE PROJECT NAME HERE				
4	CONSTRUCTION ADMINISTRATION PHASE (XXX Calendar Days)	Project Manager	Staff 2 Prof	Tech	Admin
4.1	Contract Preparation/Printing/Execution				
4.2	Pre-Construction Meeting				
4.3	Periodic Site Visits & Attend Weekly Meetings				
4.4	Review Shop Drawings / Submittals				
4.5	Review Report(s) Pay Estimates				
4.6	Attend Final Inspection				
4.7	Prepare & Issue Record Drawings				
<b>TOTAL CONSTRUCTION ADMIN. MAN-HOURS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE PROJECT NAME HERE				
4	CONSTRUCTION ADMINISTRATION PHASE	Man-hour	Rate	Cost	
<b>Labor Costs</b>					
	Project Manager	0	\$0.00	\$0.00	
	Staff 2 Professional	0	\$0.00	\$0.00	
	Technician	0	\$0.00	\$0.00	
	Administrative Assistant	0	\$0.00	\$0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$0.00</b>	
	Combined Overhead		0.00%	\$0.00	
<b>TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD</b>				<b>\$0.00</b>	
	Operating Margin		0.0%	\$0.00	
	FCCM (Direct Labor Only)		0.000%	\$0.00	
<b>TOTAL LABOR COSTS</b>				<b>\$0.00</b>	
<b>Out of Pocket Costs</b>					
	Travel Expenses (Mobile Office to Project Site) (XX Miles One-Way)	<b>Trips</b>	<b>Miles</b>	<b>Rate</b>	<b>Cost</b>
			0	\$0.000	\$0.00
<b>TOTAL OUT OF POCKET</b>				<b>\$0.00</b>	
<b>TOTAL CONSTRUCTION ADMINISTRATION PHASE</b>					<b>\$0.00</b> LS

PROJECT DESCRIPTION: Project Name Here

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE PROJECT NAME HERE				
5	CE&I SERVICES (XXX Calendar Days)	Constr. Proj. Mgr.	RPR 2	RPR 1	Admin.
5.1	Conduct Pre-Construction Meeting				
5.2	Daily Inspection & Reporting				
5.3	Conduct Weekly Status Meetings & Prepare Meeting Minutes				
5.4	Prepare Contractor's Pay Estimates				
5.5	Conduct Final Inspection / Punch List				
5.6	Prepare As-Builts				
5.7	Prepare Project Closeout Documentation				
<b>TOTAL CE&amp;I MAN-HOURS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE PROJECT NAME HERE				
5	CE&I Services	Man-hour	Rate	Cost	
<b>Labor Costs</b>					
	Construction Project Manager	0	\$0.00	\$0.00	
	Resident Inspector 2	0	\$0.00	\$0.00	
	Resident Inspector 1	0	\$0.00	\$0.00	
	Administrative Assistant	0	\$0.00	\$0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$0.00</b>	
	Combined Overhead		0.00%	\$0.00	
<b>TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD</b>				<b>\$0.00</b>	
	Operating Margin		0.0%	\$0.00	
	FCCM (Direct Labor Only)		0.000%	\$0.00	
<b>TOTAL LABOR COSTS</b>				<b>\$0.00</b>	
<b>Out of Pocket Costs</b>					
	Travel Expenses (Daphne Office to Project Site) (XX Miles One-Way)	<b>Trips</b>	<b>Miles</b>	<b>Rate</b>	<b>Cost</b>
			0	\$0.000	\$0.00
<b>TOTAL OUT OF POCKET</b>				<b>\$0.00</b>	
<b>TOTAL CE&amp;I SERVICES</b>				<b>\$0.00</b>	

NTE

PROJECT DESCRIPTION: Project Name Here

Task No.	GEO-TECH SERVICES SUB-CONSULTANT (Sub's Name Here)	
6	GEO-TECH SERVICES	Cost
6.1	Soil Investigations and Recommendations	
6.2	Construction Material Testing & Reporting	
<b>SUBTOTAL SUBCONSULTANT COST</b>		<b>\$0.00</b>
<b>Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)</b>		<b>\$0.00</b>
<b>TOTAL GEO-TECH SERVICES COST</b>		<b>\$0.00</b>

NTE

PROJECT DESCRIPTION: Project Name Here

Task No.	TOPOGRAPHIC SURVEY SERVICES SUB-CONSULTANT (Sub's Name Here)	
7	TOPOGRAPHIC SURVEY SERVICES	Cost
7.1	Topographic Survey Services	
<b>SUBTOTAL SUBCONSULTANT COST</b>		<b>\$0.00</b>
<b>Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)</b>		<b>\$0.00</b>
<b>TOTAL TOPOGRAPHIC SURVEY SERVICES COST</b>		<b>\$0.00</b>

NTE

PROJECT DESCRIPTION: Project Name Here

Task No.	DEVELOP DBE PLAN & UNIFORM REPORTING SUB-CONSULTANT (Sub's Name Here)	
8	DEVELOP DBE PLAN & UNIFORM REPORTING	Cost
8.1	FY2023 Develop DBE Plan & Uniform Reporting	
8.2	FY2024 - FY2026 Develop DBE Plan & Uniform Reporting	
<b>SUBTOTAL SUBCONSULTANT COST</b>		<b>\$0.00</b>
<b>Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)</b>		<b>\$0.00</b>
<b>TOTAL DBE PLAN &amp; UNIFORM REPORTING COST</b>		<b>\$0.00</b>

NTE

PROJECT DESCRIPTION: Project Name Here

Task No.	MAN-HOUR FAA DOCUMENTATION ESTIMATE PROJECT NAME HERE				
9	FAA DOCUMENTATION	Project Manager	Staff 2 Prof	Tech	Admin
<b>9.A</b>	<b>FY2023 Grant Application</b>				
9.A1	Prepare & Submit Grant Application Packet				
9.A2	Review Meeting with Sponsor				
9.A3	Attend ("Board/City/Etc.") Meeting				
<b>9.B</b>	<b>FY2023 Grant Management</b>				
9.B1	Prepare & Submit Grant Quarterly Reports				
9.B2	Prepare & Submit Monthly F-25 Invoice via ARGOS System				
9.B3	Manage Statement of Distribution				
9.B4	Annual SF271 & SF425 Form Submittal				
9.B4	Grant Closeout Documents				
<b>TOTAL FAA DOC MAN-HOURS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task No.	PROPOSED FAA DOCUMENTATION FEE PROJECT NAME HERE				
9	FAA Documentation	Man-hour	Rate	COST	
<b>Labor Costs</b>					
	Project Manager	0	\$0.00	\$0.00	
	Staff 2 Professional	0	\$0.00	\$0.00	
	Technician	0	\$0.00	\$0.00	
	Administrative Assistant	0	\$0.00	\$0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$0.00</b>	
	Combined Overhead		0.00%	\$0.00	
<b>TOTAL LABOR + OVERHEAD</b>				<b>\$0.00</b>	
	Operating Margin		0%	\$0.00	
	FCCM (Direct Labor Only)		0.000%	\$0.00	
<b>SUBTOTAL LABOR COSTS</b>				<b>\$0.00</b>	
<b>Out of Pocket Costs</b>					
	Travel Expenses (Mobile Office to Project Site) (XX Miles One-Way)	Trips	Miles	Rate	Cost
			0	\$0.000	\$0.00
<b>TOTAL OUT OF POCKET</b>					<b>\$0.00</b>
<b>TOTAL FAA DOCUMENTATION</b>					<b>\$0.00</b>

NTE