

Between the
City of Gulfport
And
Brown, Mitchell & Alexander, Inc.

ORIGINAL

SUPPLEMENTAL AGREEMENT NO. 2

**Seaway Road from Three Rivers Road East Approximately One Mile
Harrison County
Project Number STP-9178-00(001)LPA/106216-701000**

WHEREAS, Brown, Mitchell & Alexander, Inc. (the CONSULTANT) entered into the Engineering Services Contract with the City of Gulfport (the LPA) on the 21st day of September, 2011, to perform services consisting of design of a four-lane divided roadway with turn lanes from the intersection with Three Rivers Road east; to provide complete design services (excluding field surveys) for the development of construction plans; preparation of required easements; MDOT Project Development Manual (PDM) requirements/coordination; coordination with railroad entities; and environmental documentation, as provided for in Project No. STP-9178-00(001)LPA/106216-701000 (the PROJECT); and,

WHEREAS, ARTICLE III. CONTRACT TERM shall be revised to insert after the statement “....and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until December 31, 2012, CDT.....”, the statement **“whichever comes last”** and then continue the statement “at which time this CONTRACT shall absolutely and finally terminate.”

WHEREAS, the CONSULTANT has been requested to provide extended services as follows:

- Coordination of KCS (Seaway Lead) rail crossing with MDOT and others for approval and funding;
- Coordination of privately owned utilities being relocated;
- Plan revisions per LPA’s CE&I Engineer;
- Submittal of multiple PS&E Packages;
- Providing Construction Engineering services on an “as-requested” basis; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for these Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$24,981.84**;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT as detailed above.

The Maximum Allowable Cost shall be amended to add the sum of \$24,981.84 so the revised total Maximum Allowable Contract Costs is \$123,967.18. The new Maximum Allowable Costs are delineated below in the Fee and Expense Schedule.

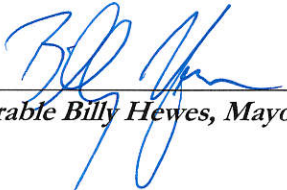
Fees and Expenses Schedule:

	Labor	Direct Cost	Fixed Fee	FCCM	Subconsultants	Phase Total
Original	\$73,484.31	\$4,419.98	\$8,818.12	244.68	\$12,018.25	\$98,985.34
SA #1	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00
SA #2	\$22,123.48	\$0.00	\$2,654.82	\$203.54	\$0.00	\$24,981.84
Totals	\$95,607.79	\$4,419.98	\$11,472.94	\$448.22	\$12,018.25	\$123,967.18

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

Dated, the 9th day of April, 2014.



 Honorable Billy Hewes, Mayor



BROWN, MITCHELL & ALEXANDER, INC.

Dated, the 12th day of March, 2014.



 Dax Alexander, P.E., President

**COST BREAKDOWN
SUPPLEMENTAL AGREEMENT NO. 2**

**CITY OF GULFPORT SEAWAY ROAD IMPROVEMENTS WEST
STP-9178-00(001) LPA/106216-701000
HARRISON COUNTY, MISSISSIPPI**

PHASE A - DESIGN ENGINEERING - ADDITIONAL SERVICES

BROWN, MITCHELL & ALEXANDER, INC.:

Classifications	Estimated Manhours	Hourly Rates	Total per Classification
PRINCIPAL ENGINEER	20	43.10	\$862.00
PROJECT ENGINEER V	112	33.35	\$3,735.20
PROJECT ENGINEER IV	8	32.80	\$262.40
ENGINEERING INTERN	0	23.72	\$0.00
CADD MANAGER	0	24.72	\$0.00
SR CADD TECHNICIAN	12	23.13	\$277.56
CADD TECHNICIAN III	0	17.94	\$0.00
ADMIN	88	20.11	\$1,769.68
RLS II	4	30.24	\$120.96
3-MAN SURVEY CREW	8	46.92	\$375.36
RESIDENT PROJECT REPRESENTATIVE	12	25.00	\$300.00

SALARY COSTS		\$7,703.16
OVERHEAD @ 187.20% (2012 rate)		\$14,420.32
TOTAL LABOR		\$22,123.48
12% FIXED FEE		\$2,654.82
FCCM @0.92%		\$203.54
TOTAL - BMA FEE FOR ADDITIONAL SERVICES		\$24,981.84

	Qty	Unit Price	
DIRECT COSTS:		\$0.51	\$0.00
Mileage		\$0.20	\$0.00
Communications		\$0.20	\$0.00
Repro/Printing		\$19.00	\$0.00
Postage/Overnight			
			\$0.00

TOTAL - DIRECT COSTS

TOTAL FEE - BROWN, MITCHELL & ALEXANDER, INC. \$24,981.84

SUBCONSULTANTS:	\$0.00
BMI Environmental Services, LLC	\$0.00
Quality Engineering Services, Inc.	
	\$0.00

TOTAL - SUBCONSULTANTS

TOTAL FEE - PHASE A (DESIGN ENGINEERING) \$24,981.84