



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 17-1076-RES

File Number: 17-0171

Enactment Number: 17-1076-RES

CR 20 Access Management

WHEREAS, CR 20 between AL 59 and the Foley Beach Express has strong potential for development in the near term, and

WHEREAS, an overall access management plan is required to guide the safe and orderly development of this corridor.

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

SECTION 1: Approves allocating \$27,650.00 to develop a Miflin Road (CR 20) Access Management Plan for Account No. 01-624-3020.

SECTION 2: Approves retaining Skipper Consulting to develop a Miflin Road (CR 20) Access Management Plan for a lump sum fee of \$27,650.00.

SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 20th day of March, 2017.



President's Signature

[Signature]

Date

3-22-17

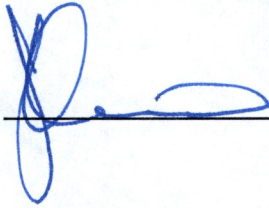
Attest by City Clerk

[Signature]

Date

3-22-17

Mayor's Signature

A handwritten signature in blue ink, consisting of a large, stylized 'P' followed by a horizontal line and a small loop.

Date

3/24/17

PROFESSIONAL SERVICES AGREEMENT
Between
City of Foley, Alabama and Skipper Consulting, Inc

This Agreement is made by and between the **City of Foley, Alabama ("Client")**, doing business at 200 North Alston Street, Foley, Alabama 35535 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: Client requires professional traffic engineering services to develop an Access Management Plan for the portion of Milfin Road in Foley, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

2. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of the City of Foley, Alabama, undertake the work outlined in Exhibit "A" on a fixed fee basis for **\$27,650.00**.

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Baldwin County 20 (Milfin Road)
Access Management Plan
Foley, Alabama

Professional Services Agreement

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

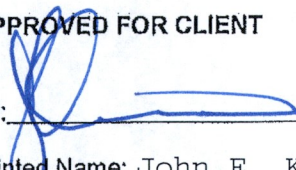
Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

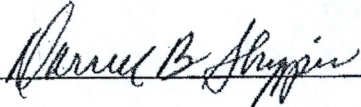
By: 

Printed Name: John E. Koniar

Title: Mayor

Date: 3/24/17

APPROVED FOR SKIPPER Consulting, Inc.

By: 

Printed Name: Darrell B. Skipper

Title: President

Date: 3.23.17

Exhibit "A"

**Baldwin County 20 (Milfin Road)
Alabama Highway 59 to Foley Beach Road
Access Management Plan
Foley, Alabama**

Outline of Study Process

Study Purpose

The purpose of this assignment will be to develop an Access Management Plan for a portion of Baldwin County 20 (Milfin Road) from Alabama Highway 59 to the Foley Beach Express, approximately 1.8 miles) in Foley, Alabama. This plan will be developed to improve capacity, reduce congestion and improve safety. The intent of this plan will to provide the City of Foley a guide for responding to future access to this facility as well as addressing capacity and traffic operational issues related to current access.

Study Limits

The Corridor study limits cover a total of approximately 1.8 miles of roadway as follows:

"Baldwin County 20 (Milfin Road) from Alabama Highway 59 to Foley Beach Road", approximately 1.8 miles.

Assessment of Current Traffic Conditions

The design team will assess the study corridor to define the current traffic operational and congestion conditions that exist today and identify potential opportunities. This assessment will include:

- discussions with City personnel to gauge the level of congestion being experienced, locations of specific congested areas, determine capacity restraints, discuss opportunities for implementing improvements, and other pertinent information concerning corridor operations;
- review of previous traffic study efforts within or adjacent to the corridor study area;
- review known proposed development plans within the study limits;
- the Consultant would conduct extensive observations within the corridor study area for both the morning, midday, and afternoon peak hours; and
- capacity analyses would be conducted for intersections identified as operational concerns within the corridor study limits.

Any recent traffic counts conducted by the City, Baldwin County or the Consultant would be utilized as appropriate. The Consultant will review crash data, as provided by the City, within the study limits. The findings of this study effort will be summarized in graphic and tabular format to identifying areas of safety concern and corrective measures.

As part of the study effort the consulting team will prepare a summary graphic which depicts all planned and programmed improvements for the study corridor (if any). The graphic would serve as a summary document of future plans with definitions of the scope of future improvements within the study corridor, the current schedule for implementation of those projects and the projected costs to bring the improvements into operation.

Based on the findings of the tasks outlined above, a preliminary assessment of the study corridor would be prepared and submitted to the City for review and further discussion. It is anticipated the City will review this interim study document in preparation for a workshop in Foley.

Preliminary Corridor Improvements/Access Management Plan Development

Utilizing the study efforts to date, the consulting team would develop preliminary access management and traffic operations improvement plans for the intersections and roadway segments within the study limits to address the conclusions from the previous task. The Consultant will conduct a two-day workshop with representatives of the City of Foley. The workshop would be conducted for approximately three (3) hours on one day followed with a similar session of three (3) hours on the following day. Personnel from the Consultant's staff would attend these workshops, assist in leading discussions, assessing various techniques for access management that are deemed applicable to the study corridor, conduct traffic assessments as needed to provide directions on technique effectiveness, sketch improvement alternatives, and document findings.

The product of this workshop would be the development of preliminary plan utilizing solicited input from City representatives of historically congested conditions, findings of the existing conditions analysis conducted by the Consultant, results of the analysis of crash data within the corridor, results of peak hour and traffic operational observations conducted by the Consultant, and utilizing access management and operational techniques commonly used in Alabama on other similar projects.

Current property access and public roadway intersections throughout the study corridor study limits would be assessed to determine what access/intersection modifications, if any, would be needed to help reduce congestion and improve safety and efficiency within the corridor. Potential modifications to both private and public access points along the study corridor could possibly include: signal modifications to reduce phases; installation of a median; closure of accesses; consolidation of accesses, cross-access and/or joint-use access; partial closure of accesses (limiting movements); connector roadways within future developable property; strategically placed U-turns; and other access management tools that would help to reduce congestion and improve safety and efficiency within the corridor study limits.

Following the workshop in Foley, sketches of a "Preliminary Corridor Improvements/Access Management Plan" would be developed by the consulting team on corridor mapping and depict plan elements. The consultant will submit the preliminary recommendations to the City for review and comment.

Documentation

Documentation of the study effort undertaken and study findings would be developed and outline the data collected, analyses, evaluations, and assessments conducted. These items would be summarized in a technical report as supporting documentation for the recommended Access Management/Traffic Operational Plan. The primary purpose of the document would be to introduce graphical illustrations of the recommended Access Management/Traffic Operational Plan for the study corridor and to prepare for public involvement activities (if required). Three (3) copies of the study findings in "Draft" format as well as an electronic version of the document will be transmitted to the Client for their review and distribution.

Presentations

The Consultant would be available to conduct project briefings in Foley as determined as needed by the City. It is anticipated at least one (1) briefing of the City staff will be required and one (1) briefing of the Mayor and City Council will be required. It is planned these presentations can take place over a two-day period in Foley. The consulting team will prepare illustrations for use at these meetings.

Request to Transfer Departmental Budget Dollars within a category

Effective October 1, 2015 (Resolution # 15-2292), the Finance Director can approve departmental budget transfers between accounts within a category. Categories consist of Personnel and Operational expenses.

Instructions:

Complete items below and submit to the Finance Director/City Treasurer. Once the request is approved, the form will be used to enter the budget adjustment. After the budget adjustment is posted the department will be notified via email with a copy of this form.

Department Head Chad Christian
Department Engineering
Budget Category Capital Departmental

Date Submitted 3/13/2017

If Personnel Accounts, Approval from Human Resources Director is required.

Signature & Date

Reason for transfer:

For Skipper Consulting's CR 20 Access Management Plan fee.

Amounts to Transfer	From (Account Number & Name)	To (Account Number & Name)
\$ <u>27,650.00</u>	<u>12-600-9365 Resurfacing</u>	<u>01-624-3020 Consultant/Professional Fees</u>
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
<u>\$ 27,650.00</u>	<u>Total Amount to Transfer Between Accounts.</u>	

Finance Department Use Only:

Approval by Finance Director/City Treasurer

Signature

Date

Budget Adjustment Posted

Signature

Date