



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 21-1432-RES

File Number: 21-0681

Enactment Number: 21-1432-RES

Resolution to approve going to bid for a new comfort station in John B. Foley Park

WHEREAS, the current comfort station is very outdated and is a poor reflection on the city to park users and visitors, and

WHEREAS the 2023 budget has \$200K designated for this project, and

WHEREAS this project falls within the approved use of ARPA funding, and

WHEREAS, the Marketing Department requests the council authorize the building of a new comfort station utilizing ARPA Funds for up to an estimated \$380,662.50

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

SECTION 1: Approves going to bid on this project for an amount up to \$380,662.50 under account 400-5060-5103/New Comfort Station-ARPA.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 15th day of November 2021.



President's Signature

[Handwritten Signature]

Date

11/15/21

Attest by Clerk

[Handwritten Signature]

Date

11-15-21

Signed by Mayor

[Handwritten Signature]

Date

11/15/21

American Rescue Plan proposed projects

<u>date/amount received</u>	<u>description</u>
May, 2021	first of two payments
May, 2022	second of two payments
council approved at 8/16 meeting	\$500 vaccine incentive
council approved at 9/7 meeting	Teraflex floor and volley ball net system for event center
proposed	lost revenue - to be used for road project (Juniper Extension) delayed due to reduced revenue in FY20 caused by closures
proposed	event center bleachers
proposed	Michigan detention pond modification
proposed	Michigan detention pond dredging
proposed	touchless time clocks
proposed	virtual servers
proposed	av upgrades
proposed	Citizen serve application
proposed	10 Touchless water fountains
proposed	storm water project for school/ymca/Ashford park area
proposed	storm water project in Bealuh (buy lot, improve cross drain, improve ditch capacity)
proposed	storm water project cross drains under cr12
proposed	enlarge city comfort station
proposed	Pur Air personal Ionizers
proposed	Misc. PPE
proposed	Storm water drainage improvement - Airport

proposed	Storm water drainage improvement - Parkwood drive
proposed	Storm water drainage improvement - Berry Ave
proposed	Storm water drainage improvement - Cedar and Oak
proposed	LED screen for event center
proposed	Riviera \$500 incentive plan
proposed	enlarge cross drain on Lakeview Dr.
proposed	storm water, Magnolia Gardens area - buy 3 homes (homes below 79 finished floor elev) to create detention area, improve ditches back to 98.

<u>Qualification</u>	<u>Category</u>		<u>inflow</u>	<u>outflow</u>	<u>balance</u>
n/a	n/a		\$1,467,290		\$1,467,290
n/a	n/a		\$1,467,290		\$2,934,580
reduction of pandemic spread through vaccination	1.1			\$188,685	\$2,745,895
support of hospitality industry - expand types of tournaments we can recruit	1.7			\$115,000	\$2,630,895
Lost Revenue	6.1			\$1,181,652	\$1,449,243
support of hospitality industry - expand types of tournaments we can recruit	1.7			\$270,000	\$1,179,243
storm water - enhance capacity	5.6			\$30,000	\$1,149,243
storm water - enhance capacity	5.6			\$15,000	\$1,134,243
covid transmission reduction via reduced surface interaction	1.4			\$40,000	\$1,094,243
modernization and protection of critical infrastructure	1.7			\$251,500	\$842,743
reduction of pandemic spread via remote meeting capability	1.4			\$25,000	\$817,743
reduction of pandemic spread by allowing for online business license and building permit applications.	1.7			\$94,500	\$723,243
covid transmission reduction via reduced surface interaction	1.4			\$20,000	\$703,243
storm water	5.6			\$40,000	\$663,243
storm water	5.6			\$70,000	\$593,243
storm water	5.6			\$150,000	\$443,243
support of hospitality industry - increase restroom capacity for train station/welcome center/museum attractions	1.7			\$563,000	(\$119,757)
reduction in pandemic spread	1.5			\$20,000	(\$139,757)
reduction in pandemic spread	1.5			\$125,000	(\$264,757)
storm water	5.6			\$100,000	(\$364,757)

storm water	5.6			\$40,000	(\$404,757)
storm water	5.6			\$55,000	(\$459,757)
storm water	5.6			\$328,500	(\$788,257)
support of hospitality industry - expand types of tournaments/seminars/meetings we can recruit	1.7			\$110,000	(\$898,257)
reduction in pandemic spread	1.1			\$145,000	(\$1,043,257)
storm water - enhance capacity	5.6			\$50,000	(\$1,093,257)
storm water - enhance capacity	5.6			\$650,000	(\$1,743,257)

	<u>Budget Note</u>
Sue	FY21 GFB
Sue	FY22 GFB
Council Approved	Not budgeted (part will be in FY21 and part in FY22)
David	\$100k in FY21 PC and probably won't happen/\$15k in FY22 CPF
Chad	FY22 CPF
David	FY22 CPF
Darrell	Not Budgeted
Darrell	Not Budgeted
Suzanne	FY22 GFB
Gary	FY22 GFB
Gary	FY22 GFB
Gary	FY22 GFB
Suzanne	FY22 GFB
Chad/Darrell	Not Budgeted
Chad/Darrell	Not Budgeted
Chad	FY22 CPF
Ladonna	FY23 has \$200k for rebuild
Wayne T.	Not Budgeted (10/4 agenda)
Sue	Not Budgeted (10/4 agenda)
Chad	FY22 CPF

Chad	FY22 CPF
Chad	FY22 CPF
Chad	Not Budgeted. In CPF in FY23
David	Not Budgeted. In FY23 GF Capital Purchases.
Gia	Not Budgeted
Chad	Not Budgeted
Chad	Not Budgeted

GeoCon

Engineering & Materials Testing, Inc.

September 22, 2021

City of Foley
200 North Alston Street
Foley, Alabama

Attn: Mr. Jeff Phillips

Re: **Proposal for Geotechnical Exploration**
Proposed City of Foley Bathroom Facilities
Highway 59
Foley, Alabama

Dear Mr. Phillips:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this proposal to provide geotechnical testing and engineering services for the above referenced project. We understand the project includes a new Library building with related parking and access drive areas in Foley, Alabama.

Proposed Scope of Services

This proposal is based on four (4) 20 foot deep soil test borings in the proposed building area. The purpose of our investigation will be to determine the subgrade soil conditions in the proposed construction areas and make recommendations regarding site grading, subgrade preparation and foundation design.

The collected soil test boring data would be evaluated by our engineering staff. A written geotechnical engineering report would be prepared and would include an assessment of the soil and ground water conditions relative to the proposed construction. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

Fee Estimate

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of **\$3,245.00**. A break-down and unit cost for our proposed field work, laboratory testing and engineering services is attached.

Scheduling

We can typically proceed with the drilling and sampling within 1 week following your approval of the proposal. We estimate that drilling and sampling would be completed in 1 day, weather permitting, and soil laboratory testing could be completed in an additional 3 days. A completed geotechnical engineering report could be available within 3 weeks following completion of the drilling and sampling.

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificate can be obtained at your request.

Authorization

We thank you for allowing GeoCon the opportunity of providing a proposal for this project. To authorize us to provide the proposed geotechnical engineering services based on the above proposed budget, please sign both below and the attached Terms and Conditions Sheet and return a copy to this office for our files. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon Engineering, Inc.



David A Rachel
Vice President

Proposal Acceptance Document

Accepted By:



Date:

11/15/2021

Print Name:

Ralph G. Hellmich

Company:

City of Foley

Mailing Address: PO Box 1750 Foley AL 36536

Email Address: rhellmich@cityoffoley.org

Phone Number: 251-943-1545

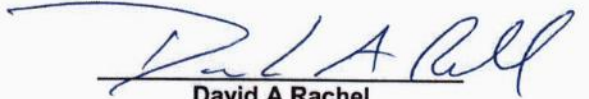
GeoCon Engineering & Materials Testing, Inc.

Break Down & Unit Fee Schedule of Geotechnical Services

September 22, 2021

Project: Porposed City of Foley Bathroom Facility
Highway 59
Foley, AL

<u>ITEM</u>	<u>EST. QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
FIELD WORK - Drilling and Sampling			
A. Mobilization of Equipment and Crew			
1. Track Mounted Rig & Support Vehicle		\$400.00 Lump Sum	\$400.00
B. Soil Test Borings with CPT			
4 20 ft. borings	80 ft.		
4	80 ft.	\$13.00 per lin. ft.	\$1,040.00
C. Geotechnical Engineer	1 hr.	\$150.00 per hr.	\$150.00
D. Engineering Technician (sampling)	4 hrs.	\$62.50 per hr.	\$250.00
E. Hand Auger Borings	0 HA	\$50.00 per HA	\$0.00
Total Field Work			\$1,840.00
LABORATORY TESTING			
A. Soil Classification Test	4 ea.	\$110.00 ea.	\$440.00
B. Soil Moisture Test	4 ea.	\$10.00 ea.	\$40.00
Total Lab Testing			\$480.00
ENGINEERING - Analysis and Report			
A. Geotechnical Engineer	4 hrs.	\$150.00 per hr.	\$600.00
B. Staff Professional	2 hrs.	\$110.00 per hr.	\$220.00
C. Administration/Draftsman	2 hrs.	\$52.50 per hr.	\$105.00
Total Engineering			\$925.00
Total Estimated Cost			\$3,245.00


David A Rachel
Vice President

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of GeoCon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by GeoCon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

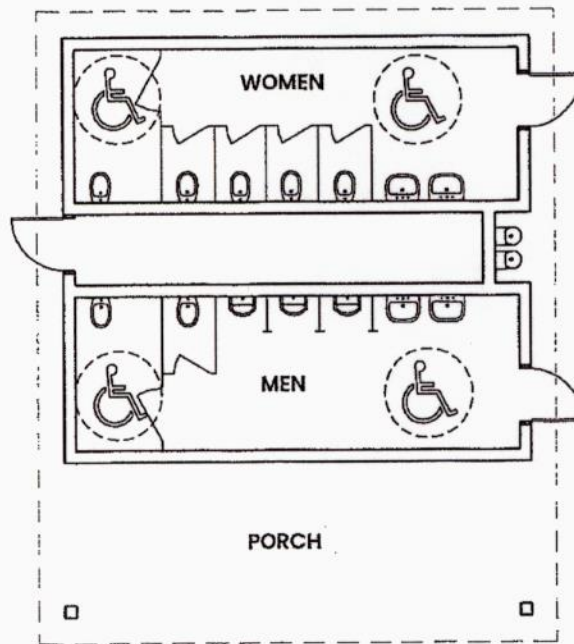
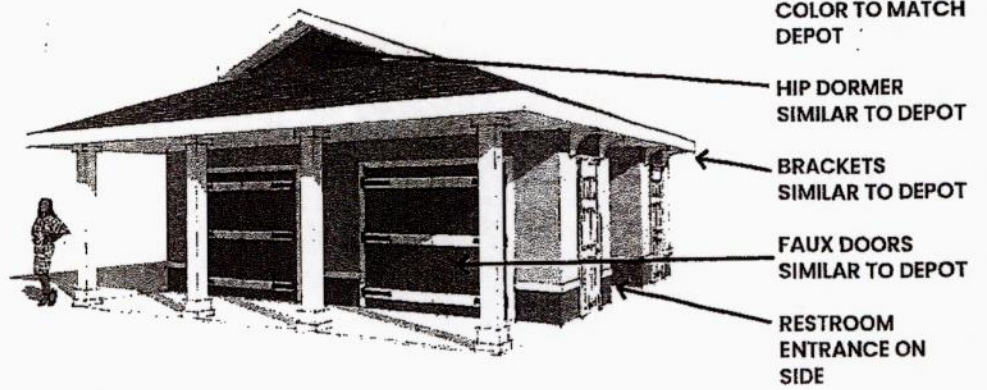
SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama

PERSPECTIVE SKETCH



PLAN VIEW, BASIS-OF-DESIGN
CONCEPTUAL FOR CONSIDERATION, NOT TO SCALE

Comfort Station - Foley, Alabama

PRELIMINARY COST ESTIMATE
Comfort Station In John B. Foley Park

CITY OF FOLEY
OCTOBER 2021

Item	Description	Quantity	Unit	Price	Total
1	CONCEPTUAL RENDERINGS	LS	1	\$ 1,500.00	\$ 1,500.00
2	BUILDING INCLUDING IRRIGATION, SIDEWALK, LIGHTING, EXTRA TO MATCH TRAIN DEPOT	EA	1	\$ 249,250.00	\$ 249,250.00
3	ARCHITECTURAL DESIGN	LS	1	\$ 32,000.00	\$ 32,000.00
4	UTILITY CONNECTION TIE INS AND SDR 26	LS	1	\$ 12,000.00	\$ 12,000.00
5	SOFT COSTS	LS	1	\$ 36,000.00	\$ 36,000.00
6	CONTINGENCY 15%	LS	1	\$ 49,912.50	\$ 49,912.50
CONSTRUCTION SUBTOTAL					\$ 380,662.50
CONTINGENCY (0%)					
TOTAL					\$ 380,662.50

Capital Project Worksheet

Directions:

Please complete all questions below and submit to Mike Thompson and Wayne Trawick for approval.

Submitted by: LaDonna Hinesley

Date Submitted: 11/8/2021

Is this project listed on the capital projects plan in the approved budget? No. Cost is \$380,662.50

What amount is approved in the plan for this project? _____

In what year is this project shown to begin in the plan? 2023 - included at \$200K

Description of the project and why the project needs to be completed at this time.

The current comfort station is very outdated and not up to par with amenities in the park.

This project is not included in the current budget, but \$200 K is included in the 2023 budget for this project.

The project has been placed on a list of potential ARPA projects. IF it were completed using these funds, the city would not have the \$200K expenditure next year.

Can your job be performed without the completion of this project? Please explain below.

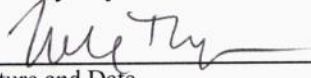
Will not completing this project cause a public safety issue? Please explain below.

Do you expect to come in, at, or under budget on this project? Please explain below.

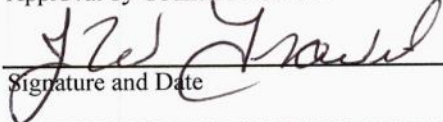
Is there a grant associated with this project? No.

If so please list below the grant amount and the match required by the City.

Approval by City Administrator

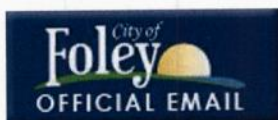

Signature and Date

Approval by Council President

 11-15-21
Signature and Date

If you need an account number/project number in order to complete your Agenda Item, forward this signed form to Miranda Bell (mbell@cityoffoley.org) and to Sue Steigerwald (ssteigerwald@cityoffoley.org)

*******THIS COMPLETED FORM MUST BE ATTACHED TO THE AGENDA ITEM IN LEGISTAR*******



LaDonna Hinesley <lhinesley@cityoffoley.org>

RE: Capital project worksheet for approval

1 message

Wayne <wtrawick@trawickb.com>

Fri, Nov 5, 2021 at 5:39 PM

To: Michael Thompson <mthompson@cityoffoley.org>, LaDonna Hinesley <lhinesley@cityoffoley.org>, Miranda Bell <mbell@cityoffoley.org>, Sue Steigerwald <ssteigerwald@cityoffoley.org>

I'm OK for the agenda

Wayne

From: Michael Thompson <mthompson@cityoffoley.org>**Sent:** Friday, November 05, 2021 3:55 PM**To:** LaDonna Hinesley <lhinesley@cityoffoley.org>; Wayne <wtrawick@trawickb.com>; Miranda Bell <mbell@cityoffoley.org>; Sue Steigerwald <ssteigerwald@cityoffoley.org>**Subject:** Fwd: Capital project worksheet for approval

LaDonna I am fine with the council considering this but in terms of budget, and this is why I have copied Sue and Miranda in order to confirm, but I think we identified this as a project for the ARPA funds, but I don't know that it was originally in our fiscal year budget. Council was good with using the ARPA money for it, but it may require us formally asking for the budget dollars.

Sue/Miranda can you confirm what the ask needs to be?

Mike

----- Forwarded message -----

From: LaDonna Hinesley <lhinesley@cityoffoley.org>**Date:** Fri, Nov 5, 2021 at 3:01 PM**Subject:** Capital project worksheet for approval**To:** Mike Thompson <mthompson@cityoffoley.org>, Wayne Trawick <wtrawick@trawickb.com>

Hi Mike and Wayne,

I'm working to get the comfort station on the next council agenda and have attached a capital project worksheet for your approval.

Please let me know if you have any questions.

LaDonna

LaDonna Hinesley

Marketing Director

11/8/21, 3:33 PM

City of Foley Mail - RE: Capital project worksheet for approval

City of Foley

251-943-1200

www.VisitFoley.org

