

**TASK AGREEMENT NO. 19
THE CITY OF FOLEY, ALABAMA**

**CONSTRUCTION PLANS AND CONSTRUCTION
OBSERVATION FOR THE REPAIR AND RESURFACING OF PHASE V**

This Task is to be performed in accordance with the provisions of the agreement between **The City of Foley, Alabama** (OWNER) and **Volkert, Inc.** (ENGINEER) dated September 9, 2011.

SCOPE OF WORK

Generally, the work in this Task Agreement includes the use of GIS Mapping and field measurements for use in engineering design and development of plans to repair and resurface the following city streets:

- W. Peachtree Ave from Cedar St to SR 59 approximately 1 mile.
- N. Poplar St from Berry Ave to US 98 approximately .8 mile.
- S. Oak St from 9th Ave to Michigan Ave approximately .5 mile.
- Hickory St from Azalea Ave to US 98 approximately .5 mile.
- 2nd Ave from S. Cedar St to End approximately .24 mile.
- 3rd Ave from S. Cedar St to End approximately .24 mile.
- 4th Ave from S. Cedar St to End approximately .24 mile.
- 5th Ave from S. Cedar St to End approximately .23 mile.
- 6th Ave from W. of S. Cedar St to End approximately .29 mile.
- 7th Ave from S. Cedar St to S. Pine St approximately .22 mile
- 8th Ave from S. Cedar St to S. Pine St approximately .24 mile.
- 9th Ave from S. Cedar St to S. Oak St approximately .13 mile.

***Approximate total of 4.63 miles of resurfacing.**

Also included is the repair and resurfacing of the following City Park parking lots.

- Cedar Street Park-Resurface, replace or renew parking bumpers and paint stripe the parking lot.
- 6th Avenue Park- Install a new 15 stall parking lot at park.
- Aaronville Park- Resurface road and parking lot at ball field off of West Michigan Avenue.

Estimated total for Phase V resurfacing: \$ 745,000.00

ENGINEERING: CONSTRUCTION PLANS:

The engineer hereby agrees to provide professional engineering design services for the project as follows:

- Meet with the owner

- Gather information from GIS maps, aerial photos, and field observations for use in developing construction plans.
- Utilizing the city provided GIS maps develop plan sheets by digitizing the centerline, edge of pavement and other pertinent data.
- Perform a field review to spot check widths, lengths, manhole locations, drainage structures, and other pertinent data.
- Edit the digitized maps as needed.
- Perform a field review of pavement conditions to locate areas of needed borings where rutting or cracking is occurring.
- Develop the plans including:
 - Title sheet
 - Typical sections
 - Quantity sheets
 - Notes
 - Plan sheets
 - Traffic control plans
 - Pavement marking plans
 - Other details as needed.
- Develop construction cost estimates
- Submit plans to the utility companies for review and conflict resolution
- Develop construction documents and specifications
- Review with the owner
- Perform a final field review with the owner
- Assist the owner in advertising the project for construction.
- Assist the owner at the bid opening.
- Review the contractors bid for proper licensing
- Tabulate the bids and check the math
- Recommend to the City the selected contractor.

Lump Sum Fee: \$ 49,245.00

Construction Observation and Inspection:

The engineer hereby agrees to provide professional services during construction of the project as follows:

1. Review Contractor submittals.
2. Attend/conduct a pre-construction meeting.
3. Review laboratory, mill and shop test to assist in monitoring the quality of construction.
4. Consult, answer questions, and assist in resolving construction issues during construction.

5. Provide services of Resident Project Representative (RPR) for onsite inspection and engineering during construction.
6. Review monthly and final estimates for payment to contractors.
7. Make final inspection of the construction upon completion.

Construction Observation Hourly Fee Estimate: \$ 55,875.00

Summary of Fees:

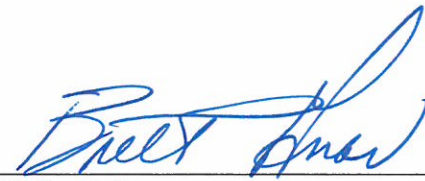
Engineering Const. Plans	\$ <u>49,245.00</u>	Lump sum
Construction Observation	\$ <u>55,875.00</u>	Hourly
Total:	\$ <u>105,120.00</u>	

SCHEDULE- Work will be scheduled upon receipt of authorization and will continue until complete.

FEE- Fees will be billed monthly as work progresses on either a percent complete or on an hourly/rate basis as noted above.

It is expressly agreed upon and stipulated between the parties that this contract shall be deemed to have been made in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of Mobile, Alabama shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

Submitted by: _____


Volkert, Inc.
Brett V. Gaar
Vice President

7/11/14
Date

Approved by: _____

The City of Foley

Date