

RESOLUTION NO. 4815-12

**ACCEPTING LOW BID FOR INTERSECTION IMPROVEMENTS
AT HWYS. 98 AND 59, AND HWYS. 98 AND ALSTON STREET**

WHEREAS, the City of Foley solicited and opened bids on February 14, 2012 at 2:00 p.m. for intersection improvements at the intersection of Hwy. 98 and Hwy. 59, and the intersection of Hwy. 98 and Alston Street, and

WHEREAS, the results are as follows:

	Base Price	Alternate Price	Total Price
Engineers Estimates	\$95,190.00	\$17,500.00	\$112,690.00
Roads Inc. of NWF	\$112,790.00	\$6,912.50	\$119,702.50
Asphalt Services	\$107,891.25	\$18,812.50	\$126,703.75
R&S Paving and Grading	\$130,818.00	\$4,375.00	\$135,193.00
E-J Builders	\$121,685.40	\$14,481.25	\$136,166.65
Delta Civil Developers	\$128,780.00	\$2,100,000.00	\$2,228,780.00
Peavy Construction	\$170,012.50	\$16,625.00	\$186,637.50

WHEREAS, Asphalt Services submitted the lowest responsible base bid in the amount of \$107,891.25, and

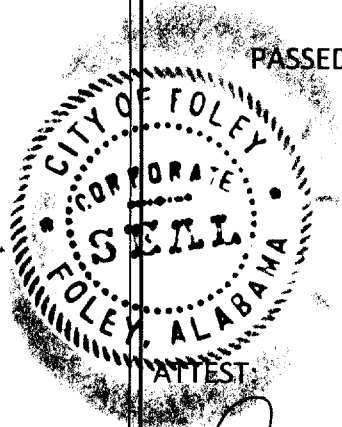
WHEREAS, the FY12 Capital Projects Fund – Planning Document listed Drainage – 98@59 and 98@Alston shows \$104,600 in Account 12-600-9610.

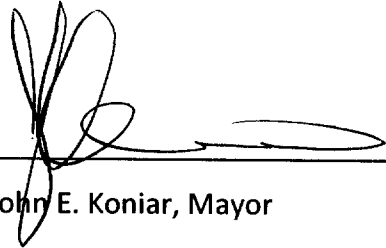
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

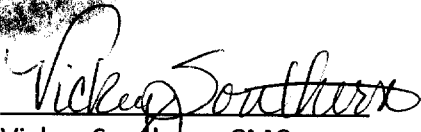
SECTION 1: Appropriates \$3,291.25 for the infrastructure improvements under Account 12-600-9610 A09 Drainage-98@59 & 98@ Alston, and approves the expenditure of \$107,891.25 for Asphalt Services to perform the work.

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

PASSED, ADOPTED AND APPROVED THIS 20th day of February, 2012.




John E. Koniar, Mayor


Vickey Southern, CMC
City Clerk

4815-1218

AGENDA REQUEST FORM

DATE OF WORK SESSION: 2-20-12

DATE OF COUNCIL MEETING: 2-20-12

DEPARTMENT AND PERSON SUBMITTING ITEM: ENGINEERING, BUTCH STOKES

DESCRIPTION OF TOPIC: (who, what, when, where, why, and how much)

CONSIDER APPROVING THE BID FOR THE INTERSECTION IMPROVEMENTS AT HWY. 98 AND HWY. 59 AND HWY. 98 AND ALSTON STREET.

DESCRIPTION FOR PUBLISHED AGENDA:

CONSIDER APPROVING THE BID FOR THE INTERSECTION IMPROVEMENTS AT HWY. 98 AND HWY. 59 AND HWY. 98 AND ALSTON STREET.

IS DOCUMENTATION ATTACHED (See attached list): ☒ Yes ☐ No

If item was previously approved under a Resolution or Ordinance have you included the number in the documentation? ☒ Yes ☐ No ☐ N/A

Is a copy of the Resolution/Ordinance attached? ☒ Yes ☐ No ☐ N/A

SOURCE OF FUNDING:

Please provide the amount requested: \$107,891.25 BASE BID – IF CHOSEN BY COUNCIL *Asphalt Sues*
\$119,702.50 TOTAL BID – IF CHOSEN BY COUNCIL

Is this a budgeted item? ☒ Yes ☐ No ☐ N/A

Please provide the budgeted amount: \$30,800.00 Account No. 12-600-9610 A09

If budgeted, is this a capital purchase, capital project, or special fund? CAPITAL PROJECT

Was this item included in the Fiscal Year Capital Projects Plan? ☐ Yes ☒ No ☐ N/A

If yes, please provide the amount included in Capital Projects Plan: \$ _____

=====Do Not Write Below This Line=====

Verified by the Finance Department:

Reviewed by: _____ Date: _____

Clerk's Office: Received by: _____ Date: _____ Time: _____



18
Volkert, Inc.
316 South McKenzie Street
Foley, AL 36535

Office 251.968.7551
Fax 251.968.2318
foley@volkert.com

February 15, 2012

www.volkert.com

**Intersection Improvements to US 98 & State Route 59 and US 98 & Alston Street
Contract No. 138100.10**

Mr. Wendell F. "Butch" Stokes, P.E.
City Engineer
CITY OF FOLEY
203 W. Myrtle Street
Foley, Alabama 36535

Subject: Bid Tabulation

Dear Butch:

Enclosed please find the original envelopes, bid documents and bid tabulation for the above referenced project. After checking the submitted proposals, we recommend that the contract be awarded to Asphalt Services at a base bid of \$107,891.25, if the city chooses to do the base bid items only. If the city chooses to add Alternate 1 to the contract, we recommend that the contract be awarded to Roads Inc of NWF at the total bid amount of \$119,702.50. Both of these contractors are licensed to do business in the State of Alabama, and were the lowest responsive bidders for the project.

Let us know how you would like to proceed and if you have any questions or comments, please call at your convenience.

Sincerely,

VOLKERT, INC.

Steve R. Commander, P.E.
Vice President
Project Manager

C: file
Enclosure

Office Locations:

Birmingham, Foley, Huntsville, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina
Chattanooga, Tennessee • Alexandria, Virginia • Washington, D.C.



Line Item	Description	Estimate		Roads Inc. of NY		Asphalt Services		P&I Builders		Data Civil Engineers		Heavy Construction	
		Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
1	2002-000	14.00	7.00	115.00	3,700.00	118.00	1,800.00	3	4,000.00	3	4,750.00	3	300.00
2	2003-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
3	2004-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
4	2005-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
5	2006-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
6	2007-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
7	2008-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
8	2009-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
9	2010-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
10	2011-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
11	2012-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
12	2013-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
13	2014-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
14	2015-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
15	2016-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
16	2017-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
17	2018-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
18	2019-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
19	2020-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
20	2021-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
21	2022-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
22	2023-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
23	2024-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00	3	4,750.00	3	300.00
24	2025-000	17.00	18.00	310.00	3,200.00	330.00	4,400.00	3	4,000.00				

* Delta Civil Developers, Inc. had arithmetic errors in the total base bid amount and the alternate bid extensions.

Steve Commander, P.E.



RESOLUTION NO. 4578-11

**ACCEPTING VOLKERT INC.'S WORK ORDER FOR INTERSECTION IMPROVEMENTS
TO HIGHWAYS 98 AND 59 AND HIGHWAY 98 AT ALSTON STREET**

WHEREAS, the concrete curbing and gutter at intersections of Highways 98 and 59 and Highway 98 at Alston Street are in need of replacement and improvement, and

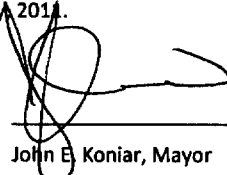
WHEREAS, an engineering consultant has submitted a cost for performing a conceptual drainage plan for design and construction surveillance services for the above referenced intersections.

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

SECTION 1: Accepts Volkert Inc.'s work order in the amount of \$30,800.00. This amends the budget under Capital Projects Account No. 12-600-9610, A09, VLK Drainage – 98@59 /98@Alston.

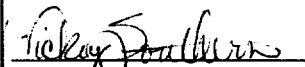
SECTION 2: This resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 18th day of July, 2011.



John E. Koniar, Mayor

ATTEST:



Vickey Southern, CMC
City Clerk



4578-11

Volkert, Inc.

162 Porter Avenue (39530)
P.O. Box 176
Biloxi, MS 39533

Office 228.435.4353
Fax 228.435.4358
biloxi@volkert.com

www.volkert.com

WORK ORDER FOR PROFESSIONAL SERVICES
DESIGN AND CE&I
FOR INTERSECTION IMPROVEMENTS TO
US HWY 98 AT S.R. 59 AND US HWY 98 AT ALSTON

INSTRUCTIONS: PLEASE SIGN BOTH COPIES OF WORK ORDER. KEEP ONE & RETURN ONE TO OUR LETTERHEAD ADDRESS. WE MUST HAVE THIS WORK ORDER BEFORE ANY INFORMATION CAN BE RELEASED.

CITY OF FOLEY, P.O. Box 1750, Foley, AL 36536 (CLIENT) AND VOLKERT, INC., 316 S. McKenzie Street, Foley, (Engineer) AGREE TO PERFORM THE FOLLOWING SERVICES FOR THE CLIENT.

DESCRIPTION OF SERVICES:

Project Location – Foley, Alabama

A. SCOPE OF WORK

Generally, the work in this Task Agreement includes designing and developing construction plans for replacement and improvement of the curb and gutter in the radii of US 98 and SR 59 and US 98 at Alston Street and drainage improvements at US 98 and Alston Street. The work includes:

- Provide a conceptual design.
- Provide a final design once conceptual design is approved.
- Meet with ALDOT to review final design and incorporate their comments.
- Obtain ALDOT permit.
- Provide CE&I services, including construction geotechnical services.

Notes: This proposal does not include any out of scope work that may be required by ALDOT.

Office Locations:

Birmingham, Foley, Huntsville, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina
Chattanooga, Tennessee • Alexandria, Virginia • Washington, D.C.



Surveying Services:

Will utilize survey in prior contract

Engineering:

- Field verify existing survey
- Provide a conceptual design for improvements to the intersections of US 98 at SR 59 and US 98 at Alston Street. The design will provide for improvements to the radii, including new curb and gutter, drainage improvements to Alston and US 98 and replacing traffic control markings.
- Once approval of the conceptual design is obtained a final design will be provided. The final design will include; title sheet, typical section sheets, general notes, drainage, utility relocation if needed, intersection detail sheet, signing and pavement marking sheets, construction signing and sequence of construction and all details needed to construct the project.
- Meet with ALDOT, review final design and incorporate their comments into the plans.
- Obtain an ALDOT permit for all work on state right-of-way.
- Perform utility coordination meetings, if required.
- Develop construction documents and specifications.
- Coordinate with the City on letting the project to contract.
- Tabulate bids and submit recommendations to the City for approval.

Conceptual Design: \$5,100.00

Final Design: \$10,100.00

ALDOT Coordination and permitting: \$4,100.00

Geotechnical: This work will be performed by Southern Earth Science, as a sub-consultant to Volkert. Southern Earth Science will provide construction phase services to test soil compaction, and test concrete and asphalt for proper design.

Estimated Budget Construction Phase Services: \$500.00

Construction Observation:

The Engineer hereby agrees to provide professional services during the construction of this project as follows: The scope and fee represent part time limited inspection services.

1. Review laboratory, mill and shop test to assist in monitoring the quality of construction.
2. Consult and advise during construction.
3. Provide services of resident project representative (RPR) for onsite inspection and engineering during construction.
4. Review monthly and final estimates for payment to Contractors.
5. Make final inspection of the construction upon completion.
6. Revise construction drawings to show project as built and deliver same within a reasonable time.

Note: Estimate 45 days construction time. Fee base on two hours per day inspector and one hour per day project manager.

Hourly Total Estimated Fee: \$11,000.00

Summary of Fees:

Conceptual Design	\$5,100.00
Final Design	\$10,100.00
ALDOT Coordination/Permitting	\$4,100.00
Surveying (Not required)	\$0.00
Southern Earth Science	\$500.00
Construction Observation (Est. Hourly)	<u>\$11,000.00</u>
	\$30,800.00

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

FEE - Fees will be billed monthly on an hourly basis, in accordance with rates shown on the attached Fee Schedule. It is expressly agreed 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.

TERMS AND CONDITIONS

Engineer shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site - Unless otherwise stated, the ENGINEER and his agents will have access to the site for activities necessary for the performance of the services specified in this agreement.

Billings/Payments - Partial payments for all services performed by the Consultant under the terms of the Agreement shall be made no more often than monthly to the Consultant by the Owner upon receipt of invoices and other evidence of performance. Payments shall be due and payable within thirty (30) days of the date of invoice. The Consultant reserves the right to stop all work if payment is not received within thirty (30) days. In addition to the monthly progress payments, final payment for each deliverable is required at the time of its delivery.

If a Deposit is required on the contract it will be held by the Consultant and applied to the final billings on this contract.

Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1-1/2%) per month. Amounts unpaid after one hundred twenty (120) days will automatically be referred to professional collection services. Owner shall reimburse Consultant for any expenses, including legal costs, incurred in collection of outstanding amounts due from Owner.

Risk Allocation - In recognition of the relative risks, rewards and benefits of the project to both the Client and the ENGINEER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from an cause or causes, shall not exceed the total amount of \$50,000, the amount of the ENGINEER's fee (whichever is greater), or other amount agreed upon when added under special conditions. Such causes include, but are not limited to the ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services - This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents - All original papers and documents, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the Engineer and may be used by the Engineer without the consent of the client.

Facsimile Signatures - Facsimile signatures shall be sufficient unless originals are required by a third party.

Applicable Law - Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the ENGINEER.

PAYMENT TO VOLKERT IS NOT CONTINGENT UPON OWNER RECEIVING FINANCING OF THIS PROJECT. IF PAYMENT FOR INVOICES IS NOT RECEIVED WITHIN 30 DAYS OF RECEIPT, ALL WORK EFFORTS WILL STOP AND WILL NOT RESUME UNTIL PAYMENTS ARE MADE CURRENT.

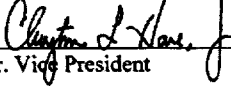
A MONTHLY CHARGE OF 1.5% (WHICH IS EQUAL TO 18% ANNUALLY) OF THE BALANCE WILL BE ADDED TO ALL PAST DUE ACCOUNTS. CLIENT AGREES TO PAY ALL COST OF COLLECTION INCURRED BY ENGINEER IN THE COLLECTION OF ANY MONIES OWED TO ENGINEER BY CLIENT.

It is expressly agreed 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 County, 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.

CLIENT: City of Foley

ENGINEER: Volkert, Inc.

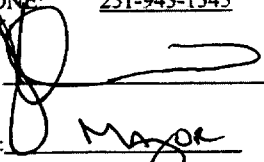
ADDRESS: P.O. Box 1750
Foley, AL 36536

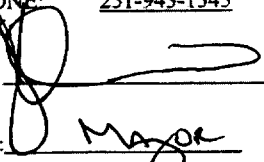
BY: 
Sr. Vice President

Attention: Butch Stokes

DATE: 7/12/2011

PHONE: 251-943-1545

FAX: 

BY: 

Title: Mayor

DATE: 7/25/2011

Tax I.D. No. 63-6001263 (or) Social Security No. _____

IF ANY OF THE INFORMATION SHOWN HEREON IS NOT IN ACCORDANCE WITH YOUR UNDERSTANDING, PLEASE ADVISE US IMMEDIATELY.

**FEE SCHEDULE
EFFECTIVE MARCH 1, 2011**

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>	<u>OVERTIME HOURLY BILLING RATE</u>
Principal	\$210.00.....	\$210.00
Manager	\$200.00.....	\$200.00
Supervisor	\$180.00.....	\$180.00
Project Manager	\$145.00.....	\$145.00
Staff 2 Professional	\$115.00.....	\$115.00
Staff 1 Professional	\$95.00.....	\$95.00
Senior Designer	\$115.00.....	\$150.00
Designer	\$95.00.....	\$125.00
Technician	\$85.00.....	\$110.00
Drafter	\$70.00.....	\$90.00
Construction Manager	\$190.00.....	\$190.00
Construction Project Manager	\$120.00.....	\$120.00
Construction Inspector 2	\$80.00.....	\$100.00
Construction Inspector 1	\$55.00.....	\$70.00
Bridge Inspector	\$110.00.....	\$145.00
Survey Manager	\$130.00.....	\$130.00
Senior Surveyor	\$95.00.....	\$125.00
Survey Crew (2 Man)	\$150.00.....	\$195.00
Survey Crew (3 Man)	\$195.00.....	\$255.00
Survey Crew (4 Man)	\$230.00.....	\$300.00
Survey Crew (5 Man)	\$265.00.....	\$350.00
Project Administrator	\$110.00.....	\$140.00
Clerical	\$70.00.....	\$90.00
Personal Computer	\$15.00	
GPS Survey System (24)	\$35.00	
GPS Map System (23)	\$5.00	

OTHER

Mileage.....Included in Hourly Billing Rate
In House Printing.....Included in Hourly Billing Rate
Out of Pocket Expenses (Not Identified Above & Specific to Assignment).....Cost

This rate schedule will be effective through March 1, 2012, at which time a revised Hourly Billing Rate Schedule will be mutually agreed to by Owner and Consultant.

HANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE