City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 17-1315-RES

File Number: 17-0667 **Enactment Number: 17-1315-RES**

9th Avenue Extension Project

WHEREAS, there is a need to extend 9th Avenue from Cedar Street to Hickory Street, and

WHEREAS, a proposal has been solicited from Hutchinson, Moore & Rauch, LLC for the roadway design and bid process, and

WHEREAS, the 9th Avenue Extension project is in the FY18 Capital Projects Planning Document.

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

SECTION 1: Appropriates $812,500.00 for the 9th Avenue Extension project for Account No. 12-665-7386 R33 PROF/CONST.

SECTION 2: Approves Hutchinson, Moore & Rauch, LLC's contract for design and bidding in the amount of $71,900.00 for Account No. 12-665-7386 R33 PROF/CONST.

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

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

CITY OF FOLEY CORPORATE SEAL FOLEY ALABAMA

President's Signature _____ **Date** 11-22-17

Attest by Clerk Kathryn Taylor **Date** _____

Mayor's Signature _____ **Date** 11/22/17

BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

September 6, 2017

Board of Education

DAVID B. COX
District 1

DAVID TARWATER
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

ANGIE SWIGER
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

John Koniar, Mayor
City of Foley
P.O. Box 1750
Foley, Al 36536

Dear Mayor Koniar:

Thank you for your letter dated August 9, 2017, confirming the City Council has agreed to accelerate the extension of 9th Avenue from Cedar Street to Hickory Street. Based on our current construction timeline, the extension project would need to be completed by May 1, 2019. Frank Boatwright our Director of Facilities and Maintenance can provide you a more detailed schedule for construction. He can be reached at 970-4405 or fboatwright1@bcbe.org.

Your continued partnership with Baldwin County Public Schools to address the educational needs of the Foley area students is much appreciated.

Sincerely,

Eddie Tyler, M.Ed.
Superintendent

lc

cc Frank Boatwright
JaNay Dawson

HUTCHINSON, MOORE & RAUCH, LLC

Professional Services Agreement

PART 1. GENERAL

THIS AGREEMENT, including attachments as hereinafter noted, made and entered into and between Hutchinson, Moore & Rauch, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Foley, AL

Address: PO Box 1750

City/State/Zip Code: Foley, AL 36535

Contact Person: Chad Christian, PE

Phone: 251-970-1104 **Email:** cchristian@cityoffoley.org

Short Title: 9th Avenue Extension to Hickory Street, **or the "Project"**

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

The extension of 9th Avenue from the intersection of South Cedar Street to Hickory Street

PART 3. DESCRIPTION OF PROFESSIONAL SERVICES to be provided by Hutchinson, Moore & Rauch, LLC are identified below:

See Attachment A

PART 4. THE COMPENSATION TO BE PAID Hutchinson, Moore & Rauch, LLC for providing the requested Services shall be as follows:

See Attachment A and B

IN WITNESS WHEREOF, this Agreement, which is subject to the General Terms and Conditions (Part 5.) is accepted on the later date written below.

	City of Foley	**HUTCHINSON, MOORE & RAUCH, LLC:**
SIGNED:		
TYPED NAME:	**John E. Koniar**	**James H. Robertson**
TITLE:	**Mayor**	**Project Manager**
DATE:		**August 10, 2017**

PART 5. TERMS AND CONDITIONS

5.1 **DATE OF COMMENCEMENT AND DURATION:** The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for 12 months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.

5.2 **IF HUTCHINSON, MOORE & RAUCH, LLC's SERVICES UNDER THIS AGREEMENT ARE DELAYED** for reasons beyond HUTCHINSON, MOORE & RAUCH, LLC's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.

5.3 **COMPENSATION DEFINITIONS:** Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of ten percent (10%) and shall be itemized and included in the invoice.

5.4 **INVOICE PROCEDURES AND PAYMENT:** Hutchinson, Moore & Rauch, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Hutchinson, Moore & Rauch, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Hutchinson, Moore & Rauch, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at twelve percent (12%) per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety days (90) after the date of the invoice, Hutchinson, Moore & Rauch, LLC may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Client's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred and twenty days (120) after the date of the invoice, Hutchinson, Moore & Rauch, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.

5.5 **EXPERT WITNESS SERVICES:** It is understood and agreed that Hutchinson, Moore & Rauch, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Hutchinson, Moore & Rauch, LLC describing the services desired and providing a basis for compensation to Hutchinson, Moore & Rauch, LLC.

5.6 **COST ESTIMATES:** Client hereby acknowledges that Hutchinson, Moore & Rauch, LLC cannot warrant that estimates of probable construction or operating costs provided by Hutchinson, Moore & Rauch, LLC will not vary from actual costs incurred by the Client.

5.7 **LIMIT OF LIABILITY:** The limit of liability of Hutchinson, Moore & Rauch, LLC to the Client for any cause or combination of causes resulting from the Services hereunder rendered, shall be, in total amount, limited to the fees paid under this Agreement.

5.8 **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, Hutchinson, Moore & Rauch, LLC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall Hutchinson, Moore & Rauch, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will Hutchinson, Moore & Rauch, LLC have any direct contractual relationship with the contractor, any subcontractors or material suppliers.

5.9 **INSURANCE:** Hutchinson, Moore & Rauch, LLC shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, automotive public liability and property damage insurance, and professional errors and omissions insurance. At the request of the Client, Hutchinson, Moore & Rauch, LLC will have the client listed as additional insured where appropriate.

5.10 **ASSIGNMENT:** Neither the Client nor Hutchinson, Moore & Rauch, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Hutchinson, Moore & Rauch, LLC, however, does reserve the right to subcontract any portion of the Services.

5.11 **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the Project described in, or the Services of Hutchinson, Moore & Rauch, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Hutchinson, Moore & Rauch, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.

5.12 **ENTIRETY OF AGREEMENT:** This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.

5.13 **HOLD HARMLESS:** The Client will hold harmless and indemnify Hutchinson, Moore & Rauch, LLC for any design changes, construction changes, or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.

5.14 **GENERAL CONDITIONS:** HMR will not provide a certification letter(s) for Site Plans designed by HMR without verifying, at a minimum and not limited to the following: finished floor elevations, storm sewer pipe sizes and invert elevations, sanitary sewer pipe sizes and invert elevations, water line pipe sizes, detention and outfall structure dimensions and elevations, curb and asphalt elevations.

Unless specifically detailed in the Scope of Work for this contract, the fees for these services are considered separate from and in addition to all other services and will be paid for by Client as a negotiated lump sum fee or hourly per the attached Rate Schedule.

5.15 ADDITIONAL SERVICES NOT REQUIRING OWNER'S WRITTEN AUTHORIZATION: When necessary HMR will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, HMR need not request or obtain specific advance written authorization from Owner. HMR shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Additional services shall be compensated in accordance with the hourly rates presented in attached Exhibit, or by a lump sum fee if requested by the Owner.

A. Services in connection with work change directives and change orders to reflect changes requested by Owner.

B. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

C. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

D. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

E. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

F. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

G. Services during the Construction Phase rendered after the original date for completion of the Work.

H. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

I. While at the Site, compliance by HMR and its staff with those terms of Owner's or Contractor's safety program provided to HMR subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

ATTACHMENT A

SCOPE OF SERVICES

Hutchinson, Moore & Rauch, LLC (HMR) shall perform the following professional services.

- **Preliminary Geotechnical Report** **Lump Sum $3,500**

  GeoCon Engineering and Materials Testing, Inc. will produce a report detailing the existing soil conditions and recommendations on the roadway's design.

- **Wetland Delineation:** **Lump Sum $2,000**

  Wetland Sciences, Inc. will produce a wetland delineation to determine if any encroach upon the proposed roadway's Right of Way (ROW).

- **Survey:** **Lump Sum $6,000**

  HMR will provide a boundary and topographic survey of the proposed ROW and additionally a small portion north and south on Hickory Street, Cedar Street and on the existing portion of 9th Avenue.

- **Right of Way Deeds and Drawings:** **Lump Sum $2,900**

  HMR will provide a ROW map, row acquisition sketches and descriptions to the City of Foley for the Right of Way acquisition.

- **Civil Design:** **Lump Sum $52,500**

  HMR will provide a roadway design and set of construction drawings for the extension of 9th Avenue (Approximately 2,700 LF) from South Cedar Street to South Hickory Street.

- **ADEM Notice of Intent Registration:** **Lump Sum $1,500**

  HMR will provide a complete ADEM NOI document packet ready for the Owner's signature.

- **Bid Documents and Bidding:** **Lump Sum $3,500**

  HMR will prepare a Project Specification and Proposal package, obtain prices from contractors, answer contractor's questions and make a recommendation to the City of Foley to award the Contract. HMR will provide a Project Specification and Proposal package that will be signed by all parties once the Contract is approved.

*Initials*_____

ATTACHMENT B

HUTCHINSON, MOORE & RAUCH, LLC

Engineers ♦ Surveyors ♦ Land Planners

RATE SCHEDULE

August 2017

PROJECT PRINCIPAL	$175.00 PER HOUR
PROJECT MANAGER	$140.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	$110.00 PER HOUR
PROJECT ENGINEER	$110.00 PER HOUR
ENGINEER	$ 90.00 PER HOUR
ENGINEERING TECHNICIAN	$ 90.00 PER HOUR
CADD TECHNICIAN	$ 70.00 PER HOUR
SURVEY TECHNICIAN	$ 75.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	$ 75.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	$ 65.00 PER HOUR
CLERICAL	$ 50.00 PER HOUR
2 MAN CREW	$125.00 PER HOUR
3 MAN CREW	$155.00 PER HOUR

*Initials*_____

12-1665-7386 R33 PROF / CONST

Project Management - Pre-project checklist

Project Name:	**9th Avenue Extension from Cedar St. to Hickory St.**
Submitted by:	Chad Christian
Projected Requested by(Mayor, Councilmember, Citizens, etc):	Council
Project Owner After Completion:	Public Works
Expected Project Start Date :	3/1/2018
Expected Project Completion Date:	8/1/2018

Is this project listed on the capital project planning document?	Yes
What is the amount listed on the capital project plan?	$812,500
What year is it listed?	FY 2018

If not, get approval from Mike Thompson to proceed with planning the project.
Mike (Must have Mike initial and date) _____

Brief Project Description
Construct extension of 9th Avenue from Cedar Street to Hickory Street

Location (Description and tax parcel Identification number(s))
9th Avenue and Cedar Street

Project type (select one)

_____	Building construction or improvement
_____	Property improvement (examples: parking lots, pools, playgrounds, ball fields, streetscape, signage, etc.)
X	Infrastructure repair or improvements (example: roads, drainage, right of ways, etc.)
_____	Other, Please explain _____

Will this project include grant funds?	No
If yes, please list Grantor:	
Will this project have a third party manager?	Yes
If yes, please list third party manager	HMR

Discuss your project in detail in a meeting with Joe Bouzan & Miranda Bell FIRST.
After meeting and discussion, this form will be sent to each person listed below for signature.

Individual	Department	Documentation Required:
JB 11/14/17 Initials & Date — Joe Bouzan	Risk / Project Management	Project management review. Determination of insurance cost to include in budget.
MB 11/14/17 Initials & Date — Miranda Bell	Finance	Budget review and account number assignment.
MB 11/14/17 Initials & Date — Miriam Boutwell	Planning	Review of the desired location & use to determine if the property is correctly zoned; a site plan to check setbacks, etc.; and a record of the Planning Commission recommending approval of the project.
MB 11/14/17 Initials & Date — Miriam Boutwell	Zoning	
MB 11/14/17 Initials & Date — Chuck Lay	Building, Flood & Historical	Review of the desired location and desired use to ensure all requirements are met including but not limited to building codes, architect requirements, etc.
NB 11/14/17 Initials & Date — Nelson Bauer	Fire	Determination of potential needs related to active/ passive fire protection, fire department access roads, egress, and all other requirements as determined by the International Codes.
11/14/17 Initials & Date — Chad Christian	Engineering	Determination of potential need for input from the City engineers.
LG 11/14/17 Initials & Date — Leslie Gahagan	Environmental	Determination of potential environmental issues or permits.
GS 11/14/17 Initials & Date — Gary Schrader	IT / GIS	Determination of IT needs with Jessica such as internet access, networking, phones, security cameras/door access control systems, computers, copiers, etc.
11/14/17 Initials & Date	Owner of Project when complete	The person who will own the project when its complete needs to be involved with the project from the beginning.

Project Management - Pre-project budget worksheet

Estimated capital project cost

Land Acquisition (cost and location)	$	
Hard Cost (building structure, sitework-including utilities, paving, grading, etc., landscaping, furnishings.,	$	665,560.00
Soft Cost (Architectural, Engineering, Legal, Geotech, etc.)	$	72,000.00
Insurance Cost	$	
Bid Cost	$	1,000.00
	$	
	$	
	$	
Capital Project Subtotal	$	738,560.00
10% Contingency	$	73,856.00
Total capital project cost	$	812,416.00

Estimated Cost - Departmental Capital Purchases to make project operational

	$	
	$	
	$	
Total cost departmental capital purchases	$	-

Estimated Cost - Departmental Small Tools Purchases to make project operational

	$	
	$	
	$	
Total cost departmental small tools purchases	$	-
Total Cost to complete project and make fully operational	$	812,416.00

Items below are for informational purposes:

Estimated Future Operating Cost

Utilities	$	
Head count	$	
Future Insurance	$	
Additional future equipment (i.e. mowers, tractors, vehicles, etc.)	$	
Additional cost to operate	$	
	$	
	$	
	$	
Total estimated future cost to operate	$	-

Will the project be completed as one project or will there be phases?

Please list all phases below with cost of each phase:

Phase		Cost
	$	
	$	
	$	
Total cost of all phases	$	-

Is this project part of a project with previous cost? (i.e. a phase of a previous City project.)

Please list all previous phases below with final cost of each phase:

Phase		Cost
	$	
	$	
	$	
Total cost of all previous phases	$	-