



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 23-1270-RES

File Number: 23-0420

Enactment Number: 23-1270-RES

A Resolution Approving the Proposal from Gonzalez-Strength for the Design of a Public Road Near the Corner of Foley Beach Express and Miflin Road.

WHEREAS, The City has solicited a proposal from Gonzalez-Strength for the design of a public road near the corner of Foley Beach Express and Miflin Road for the purpose of Economic Development, and

WHEREAS, the Right-of-Way for the public road will be donated by the property owner prior to design and construction.

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

SECTION 1: Authorize the Mayor to execute a contract with Gonzalez-Strength in accordance with this design proposal at such time as the Right-of-Way is secured by the City.

SECTION 2: Appropriates \$68,626.00 to account number 400-3020-5171 Potential SE Quad Rd Construction and approves the start of this project.

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

PASSED, APPROVED AND ADOPTED this 7th day of August 2023.



President's Signature

J.W. Frank

Date

8-7-23

Attest by Clerk

Kathryn Taylor

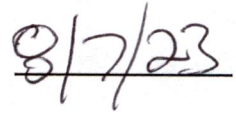
Date

8-7-23

Mayor's Signature

A handwritten signature in black ink, appearing to read "J. Bell", written over a horizontal line.

Date

A handwritten date "8/7/23" in black ink, written over a horizontal line.



GONZALEZ - STRENGTH & ASSOCIATES, INC.

CIVIL ENGINEERING • TRAFFIC & TRANSPORTATION ENGINEERING • LAND SURVEYING • LAND PLANNING • LANDSCAPE ARCHITECTURE
PIPELINE ENGINEERING • PIPELINE SURVEYING

July 21, 2023

Chad Christian, PE
City Engineer
City of Foley, AL
200 W. Laurel Ave.
Foley, AL 36535

Re: Proposal for Serv
The Village at Foley Crossroads
Foley, AL
Job #23-0318

Dear Chad:

We s appreciate this opportunity to provide Engineering for City Street around he property in the southwest quadrant of the intersection of Milfin Road and Foley Beach Expressway. We have outlined our proposal based on the information provided. It is our understanding the site will consist of design approximately one-half mile of 2 lane city street with left turn lanes on Foley Beach Expressway and possibly a right turn from Milfin Road into the southwest corner of the intersection.

Surveying Services

Land Surveying (EDG)

Lump Sum \$5,800.00

- a. Set up Present ROW
- b. Topographic Survey
- c. Locate utilities
- d. Legal Description

Transportation Design and Plan Preparation Services

Construction Plans

Not to Exceed \$ 49,965.00

- a. Title Sheet
- b. Typical Section and Project Notes
- c. Summary of Quantities sheets
- d. Plan and Profile Sheets
- e. Paving Layout, Striping and Signing Sheets
- f. Utility Plan Sheet for Existing Utilities
- g. Erosion Control and Sedimentation Plan
- h. Drainage Sections
- i. Traffic Control Plan
- j. Cross Sections
- k. Earthwork Summary
- l. Roll Map for Public Involvement Meeting

Geotechnical Investigation (Southern Earth Science)

Lump Sum \$12,861.00

- a. Subsurface Exploration
- b. Laboratory Testing
- c. Slope Study
- d. Materials Report

TOTAL FEE

Not to Exceed \$68,626.00

a.

Exclusions

For ALTA/ACSM Asbuilt or Topographic Surveys; the above price includes addressing one round of Attorney comments and one version of the Title Policy. Additional comments or versions of the Title Policy shall be charged as "Additional Services" in accordance with the rate schedule attached.

Land surveying services do not include title searches or title commitments. All utilities, easements, utility right of ways, restrictions, covenants, and related items shown on the survey are subject to field verification by the appropriate utility company, owner provided title commitment, and underground exploration.

Engineering and Land Planning fees do not include the following EXCEPT as specified in the previous sections:

Building permit fees, filing fees, inspection fees, plan review fees, submittal fees, legal advertisements, tap fees, hard-scape design, septic system design, percolation testing, health department submittal and/or plan, construction observation and report, construction staking, excavating utilities to determine exact elevation, title commitments, estimate of probable cost, lift station design, permitting fees, bid documents, construction administration, change order reviews, rare and endangered species investigation, flood study, FEMA map amendments, renderings, retaining wall design, soils testing, slope design and/or stability analysis, pavement design, geotechnical investigation, structural design, NPDES storm water testing, subdivision plat, record map, traffic study, traffic control plan, off-site utility design, wetlands delineation, wetlands mitigation, rezoning/variances request, attendance or participation in public hearings, additional services, related reimbursable items, and any other items not specifically mentioned in this proposal.

Hourly Additional Services

Hourly items of work and any additional services performed outside the scope of this proposal may be billed on an hourly basis in accordance with the rate schedule below:

<i>Principal</i>	<i>\$200/hr.</i>	<i>Professional Land Surveyor</i>	<i>\$110/hr.</i>
<i>Senior Project Manager</i>	<i>\$165/hr.</i>	<i>Survey Crew</i>	<i>\$200/hr.</i>
<i>Project Manager</i>	<i>\$125/hr.</i>	<i>Survey Crew – Overtime</i>	<i>\$225/hr.</i>
<i>Engineer III</i>	<i>\$115/hr.</i>	<i>Drone LiDAR</i>	<i>\$300/hr</i>
<i>Engineer II</i>	<i>\$100/hr.</i>	<i>Terrestrial Scanner</i>	<i>\$200/hr</i>
<i>Engineer I</i>	<i>\$ 85/hr.</i>	<i>Robotic Transit</i>	<i>\$185/hr</i>
<i>Land Planner</i>	<i>\$175/hr.</i>	<i>Senior Inspector</i>	<i>\$ 85/hr.</i>
<i>Landscape Architect III</i>	<i>\$115/hr.</i>	<i>Inspector – Level II</i>	<i>\$ 65/hr.</i>
<i>Landscape Architect II</i>	<i>\$100/hr.</i>	<i>Inspector – Level I</i>	<i>\$ 55/hr.</i>
<i>Landscape Architect I</i>	<i>\$ 85/hr.</i>	<i>CADD II</i>	<i>\$ 90/hr.</i>
<i>Coordinator</i>	<i>\$ 50/hr.</i>	<i>CADD I</i>	<i>\$ 85/hr.</i>
<i>Administrative/Courier</i>	<i>\$ 40/hr.</i>	<i>Designer/Technician</i>	<i>\$ 80/hr.</i>

Reimbursables and Expenses

All printing, blueprinting, color printing, reproducible mylars or sepias, multiple copying, carrier shipping, faxes, electronic media, travel expenses, lodging, and miscellaneous job related expenses, plan review fees, filing fees, legal advertisement fees, etc. will be charged at cost plus 10%. Mileage will be billed based on IRS annual standard mileage rates in effect at the time incurred.

Payment Terms

Payments are due upon receipt; invoices are based upon the percentage of work completed. Your obligation to pay for services rendered by Gonzalez-Strength & Associates, Inc. is in no way dependent upon your ability to obtain financing, obtaining approvals from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon your successful completion of the project. If payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Gonzalez-Strength & Associates, Inc. incur any/all fees for collection of payment, the amount owed to Gonzalez-Strength & Associates, Inc. shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Gonzalez-Strength & Associates, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due for services rendered and expenses incurred has been received.

Credit Card Payments

We accept VISA, MasterCard, and Discover credit card payments for services billed. To clients who wish to use their credit card, there will be a 2% convenience fee for each invoice that is being paid. If the client wishes to pay only with credit card payments, it will be noted on the account and all invoices will include the 2% convenience fee. If the credit card is charged back, there will be an additional \$25.00 finance charge for every charge back that is incurred.

Contract shall be valid for a period of Six (6) Months.

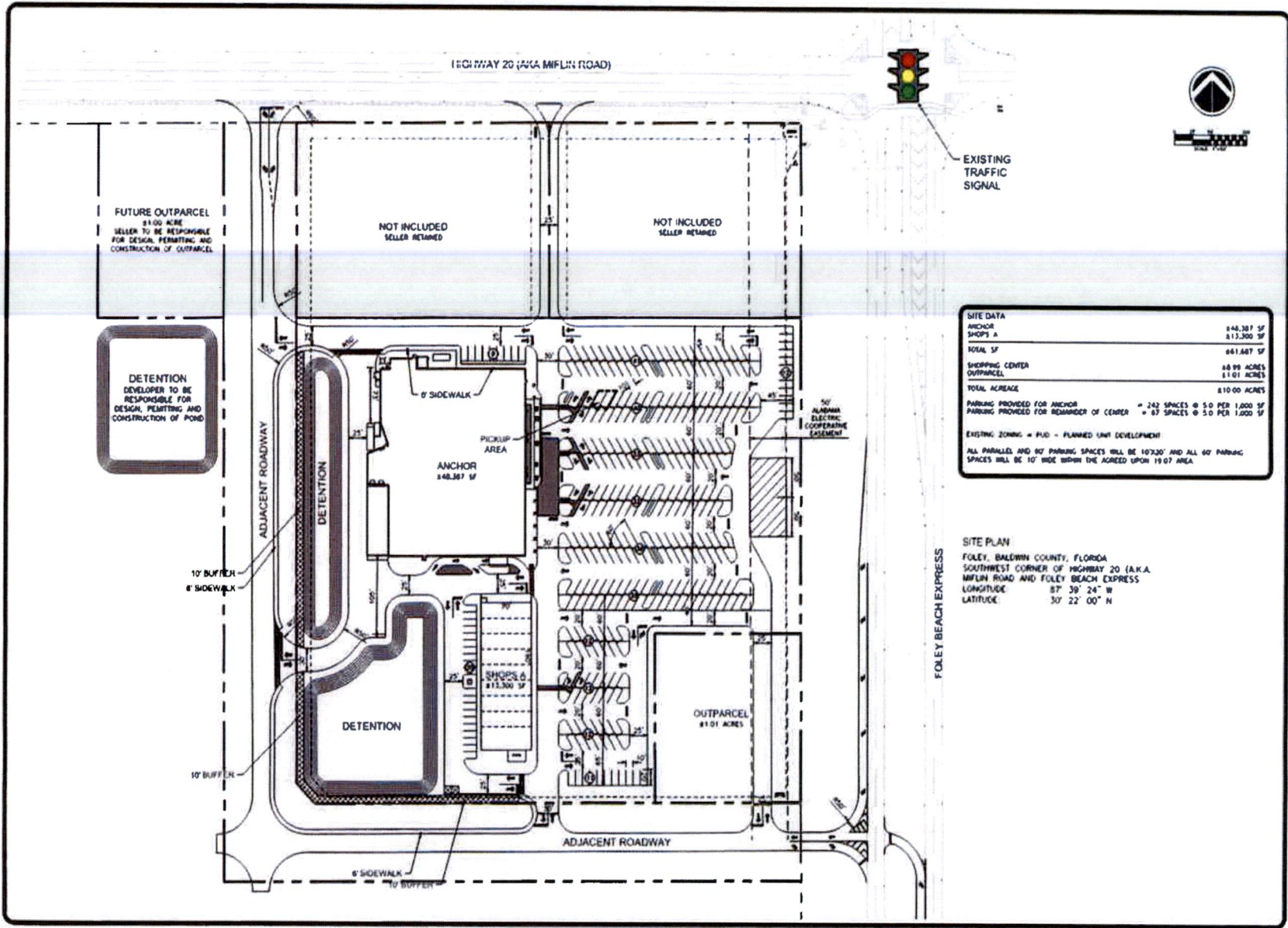
This proposal has been prepared with the understanding that the selection of our firm to perform these professional services is based upon the qualifications and experience of Gonzalez-Strength & Associates, Inc., and not solely upon the fee for services proposed. We will gladly address any questions regarding the technical scope, and/or schedule of fees for this proposal. We will begin our services upon receiving the signed proposal. You may authorize us to proceed with our services by your signature in the space provided below.

Sincerely, .



James R, Brown, PE
Transportation Director

Site Map



CONSULTANT CONTRACT PROVISIONS
2021

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. **DISPOSAL OF SAMPLES** – CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION PHASE SERVICES** – If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **STANDARD OF CARE** – CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. **OPINION OF PROBABLE COSTS** – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.
10. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **LIABILITY** – In recognition of the relative risks and benefits of the project to both the Client and Gonzalez-Strength & Associates, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Gonzalez-Strength, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of, or resulting from Gonzalez-Strength, Inc.'s performance of services pursuant to this agreement shall not exceed the amount of Gonzalez-Strength & Associates, Inc.'s Profession Liability Insurance available at time of claim. This limitation shall apply regardless of the cause of action or legal theory pled or asserted but in no way shall this provision create any liability, duty, or obligation on the part of Gonzalez-Strength & Associates, Inc. to indemnify the Client for any injury, loss, expense, damage or claim of any person or entity that does not result directly from Gonzalez-Strength, Inc.'s performance of services under this agreement. See attached Certificate of Liability Insurance for insurance limits.
12. **CONFLICTS OF INTEREST** – This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.
13. **REIMBURSABLE EXPENSES** – CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
14. **MISCELLANEOUS**

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Force Majeure: The CONSULTANT shall not be responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees that the

CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement.

The Terms and Consultant Contract Provisions of this proposal are accepted on this 7 day of August, 2023.



Client Signature

Mayor, City of Foley
Title