

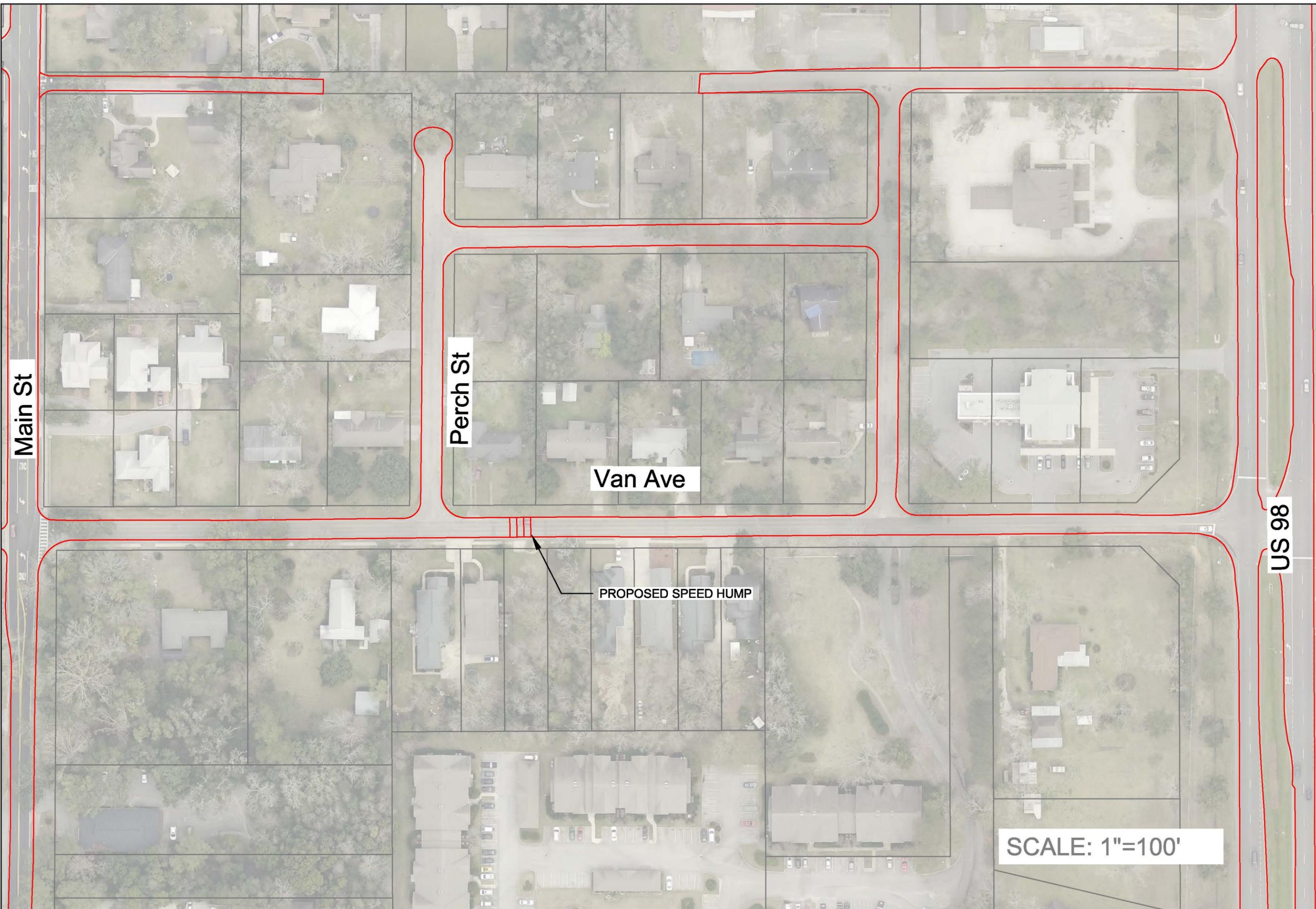
**CITY OF DAPHNE
CITY COUNCIL WORK SESSION AGENDA
1705 MAIN STREET
DAPHNE, AL
Monday, February 10, 2020
6:30 P.M.**

1. DISCUSS:

- Public Works – Traffic Calming on Van Avenue
- Highway 98 Sidewalk
- Fire Chief Position
- Strategic Plan

2. ANYTHING ELSE THAT IS DEEMED NECESSARY

3. ADJOURN



Main St

Perch St

Van Ave

86 SN

PROPOSED SPEED HUMP

SCALE: 1"=100'



January 21, 2020

Jeremy Sasser, PE
Public Works Director
City of Daphne
jsasser@daphneal.com

RE: Civil Engineering Proposal – US 98 Sidewalk Improvements
Daphne, AL

Dear Jeremy:

We are pleased to submit this engineering service proposal for the Site Work Improvement Plans for the above referenced project. The sidewalk project will go from Yacht Club Drive to the first entrance of the Publix Shopping Center. The proposal is based upon providing a pedestrian sidewalk along the route and consist of approximately 2760 liner feet. We reserve the right to review and revise this proposal based on any changes to the scope of this project.

Please note that the Alabama Administrative Code Section 330-X-14-.05(f) does not allow Engineers or Land Surveyors to participate in “bidding” for services. Examples include but are not limited to, simultaneous negotiations or solicitation of fee proposals by the client from two or more engineers or land surveyors constitutes “bidding” and participation by a licensee is prohibited. If this proposal is part of “bidding” process, I withdrawal my proposal. I also would ask that you notify the other engineer(s). If you have any questions about this rule, I would be glad to speak with you or direct you to our licensing board.

Thank you again for the opportunity to provide you with this proposal. If you find these services in order, please execute by signing, dating, initialing and returning one (1) copy to us for our files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Diehl', is written over a light blue horizontal line.

David Diehl, PLS
Partner



S.E. Civil, LLC
Professional Services Agreement

Part 1 General:

This Agreement, including attachments as hereinafter noted, made and entered into and between S.E. Civil, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Daphne

Address: PO Box 400

City, State, Zip Code: Daphne, AL 36526

Contact Person: Jeremy Sasser

Phone Number: 251-620-2100

Email: jsasser@daphneal.com

Accounts Payable Email: jsasser@daphneal.com

Short Title: US 98 Sidewalk Improvements, or the "Project"

Part 2 General Description of the Project Site:

The site is located along US 98 from Yacht Club Drive to the first entrance of the Publix shopping center.

Part 3 Description of Professional Services to be provided by S.E. Civil LLC:

Task I –Route Survey and partial Topographic Survey

Scope: Perform a route and partial topographic survey within the right of way of US 98, along the proposed sidewalk route. Perform a tree survey on all trees over 8" DBH within the route. Locate utilities in the right of way.

Task II –Centerline Staking

Scope: Provide a construction centerline staking of the proposed route.

Task III – Conceptual Plans

Scope: Create a Concept Site Plan and cost estimate for the owner's review and approval.

Task IV – Construction Documents

Scope: Create a Site Plan, Grading and Drainage Plan, Erosion and Sediment Control Plan and Construction Details. It is assumed based upon the overall development that detention is not required. Detention Pond design is not included in our scope. Submit the plans to the city for review and approval.

Task V – ALDOT Permit

Scope: Create an ALDOT connection plan and submit to ALDOT for review and approval.

Task VI – Structural Design

Scope: Provide typical cross sections (up to three) for a sheet pile wall along with the design calculations.

Task VII- CBMPP and ADEM NPDES Permit Application (NOI) & ADEM Monitoring

Scope: Create a CBMPP and fill out the ADEM NOI application and submit it to ADEM for review and approval. Provide post rainfall event inspections after qualifying rain events of 0.75 inches or greater. Three months of inspections is provided.

Task VIII – Construction Administration

Scope: Review shop drawings and communicate with the contractor on any issues that come up. Complete a total of 8 site visits which will include a punch list inspection and a follow up inspection. Close out permits with the city.

Exclusions to this scope of work shall be as follows:

1. Phase I or Phase II Environmental Studies.
2. Wetlands Determination or Delineation.
3. Off-Site Utility Improvements, including upgrades of existing facilities or line extensions to the site. Furthermore, this proposal does not include design of an onsite sewage pump station or an onsite water booster station.
4. Federal Emergency Management Agency (Flood) studies or USACE permitting
5. Site Lighting Plans
6. Application and preparation of plans which do not meet the requirements of the local/state/governing authorities.
7. Volume capacity calculations of downstream stormwater drainage facilities.
8. Traffic Concurrency, Traffic Studies, signal designs, or warrant analyses.
9. Septic Tank Design & Permitting.
10. Landscape and/or Irrigation Design.
11. ADEM NPDES Permitting (NOI and CBMPP).
12. Subdivision of the land for lots or right of way dedication.
13. Construction staking.

Part 4 The Compensation to be Paid to S.E. Civil, LLC for providing the requested Services shall be as follows:

Proposed Fee for Task I	\$5440
Proposed Fee for Task II	\$900
Proposed Fee for Task III	\$1500
Proposed Fee for Task IV	\$8200
Proposed Fee for Task V	\$1750
Proposed Fee for Task VI	\$2200
Proposed Fee for Task VII	\$2875
Proposed Fee for Task VIII	\$2000

<u>Staff Member</u>	<u>Hourly Rate</u>
Engineer:	\$125.00
Surveyor:	\$125.00
Survey Crew	\$150.00
Engineer in Training:	\$95.00
Administrative	\$50.00

GENERAL TERMS AND CONDITIONS

Date of Commencement and Duration: The Date of Commencement of this Agreement shall be the date 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. If the Professional Services Agreement is not executed within ninety (90) days, we reserve the right to modify the scope, schedule, or fee based on current conditions.

Reimbursable Costs: Reimbursable costs include but are not limited to, reproduction costs, courier service, overnight deliveries, mileage, and telephone/fax. Reimbursable costs will be charged at actual cost plus five percent (5%). Professional Subcontractors (whose expertise is required to complete the project) will be charged at actual costs plus an administrative charge of ten percent (10%) and shall be itemized and included in the invoice.

Invoice Procedures and Payment: S.E. Civil, LLC will prepare invoices on a monthly basis. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby S.E. Civil, LLC will estimate the percentage of the total Services accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for service for which time charges and/or unit costs apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. S.E. Civil, LLC shall submit such invoices as soon as possible after the end of the month in which 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 eighteen percent (18%) per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, S.E. Civil, 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 ninety (90) days after the date of the invoice, S.E. Civil, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.

Cost Estimates: Client hereby acknowledges that S.E. Civil, LLC cannot warrant that estimates of probable construction or operating costs will not vary from actual costs incurred by the Client.

Limit of Liability: The limit of liability of S.E. Civil, 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.

Construction Administration: If, under this agreement, professional services are provided during the construction phase of the project, S.E. Civil, 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 S.E. Civil, 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 S.E. Civil, LLC have any direct contractual relationship with the contractor, any subcontractors or material suppliers.

Assignment: Neither the Client nor S.E. Civil, LLC will assign or transfer its interest in this Agreement without the written consent of the other. S.E. Civil, LLC, however, does reserve the right to subcontract any portion of the Services.

Suspension, Termination, Cancellation, or Abandonment: In the event the Project described in, or the Services of S.E. Civil, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, S.E. Civil, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.

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 alternation, 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.

Hold Harmless: The Client will hold harmless and indemnify S.E. Civil, LLC, its officers, directors, partners, employees, agents and consultants from and against, any costs, losses and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and reasonable court or arbitration or other dispute resolution costs) caused solely or in part by the clients' negligent acts or omissions or anyone employed by the client with respect to the work referenced in this agreement.

In Witness Whereof, this Agreement, which is subject to the General Terms and Conditions is accepted on the later date written below.

City of Daphne

S.E. Civil, LLC

Signed: _____

Signed:  _____

Typed Name: _____

Typed Name: David Diehl, PLS _____

Title: _____

Title: Partner _____

Date: _____

Date: 1/21/2020 _____

Proposed City of Daphne Vision Statement

Daphne is an inviting Bayfront community committed to provide a safe, family oriented and economically prosperous municipality to its citizens while promoting appropriate economic and urban development. We respect and protect our culture, art, history and natural resources while also encouraging support to our artistic communities. We strive to retain the small town feeling that Daphne enjoys while also embracing innovation and growth in a manner that is sustainable.

Proposed City of Daphne Mission Statement

The mission of the City of Daphne is to preserve and enhance our family oriented environment that promotes high quality of life, strong sense of community and the fostering of education, culture, business and recreation.

Goals

🚒 Safe and Secure Community

- ✦ Continue to be listed as one of the safest cities in Alabama
- ✦ Improvement in crime statistics
- ✦ Improve fire department response times
- ✦ Improve ISO (Insurance Service Office) rating
- ✦ Implement more training programs for Police and Fire Departments
- ✦ School safety – School Resource Officers and crossing guards at each Daphne school
- ✦ Improve and continue social media presence by the Police and Fire Departments

🏢 Well Managed City

- ✦ Evaluate all aspects of city provided services to encourage year over year improvement
- ✦ Continue to be awarded the CAFR (Comprehensive Accounting and Financial Reporting) designation
- ✦ Keep the total number of employees in ratio to the population of Daphne at or less than currently employed
- ✦ Improve both internal and external communications
- ✦ Maintain or improve our current bond rating
- ✦ Complete the rewrite of Daphne's Comprehensive Plan

Strong and Diverse Economy

- ✦ Continued support of the IDB (Industrial Development Board) in order to increase professional employment in the IDB footprint
- ✦ Workforce development
- ✦ Find the path to continued excellence of our schools
- ✦ Revenue increases from all major sources (sales and ad valorem taxes, business licenses and building permits)

Education

- ✦ Continue to work actively with local PTA groups, principals, teachers and stakeholders to assess education needs (Education Advisory Committee)
- ✦ Improve communication between the City of Daphne and the following: local schools, the Baldwin County Board of Education, the City's Education Advisory Committee, Daphne Planning Commission and the Eastern Shore Metropolitan Planning Organization
- ✦ Continue partnership with SEEDS
- ✦ Continue to provide School Resource Officer Training and funds donated for equipment/vehicles
- ✦ Continue to promote Summer Athletics Programs through Daphne High School
- ✦ Continue to provide in-kind services and donations of surplus property to the Daphne schools

Thriving and Livable Community

- ✦ Work with neighborhoods to encourage community interaction
- ✦ Continue to build at least a mile of sidewalks a year throughout the city
- ✦ Improve communications between local subdivision POAs, neighborhoods and the city
- ✦ Create sense of community by supporting up to eight events where there are road closing and large crowds in Ole Towne Daphne and both Mardi Gras parades and the Jubilee Festival
- ✦ Ongoing support of the Daphne Downtown Redevelopment efforts
- ✦ Annexation?

Enhance Transportation and Infrastructure

- ✦ Enhance connectivity from existing subdivisions
- ✦ Construct traffic circles where applicable and beneficial
- ✦ Endeavor to improve infrastructure on major arterials (Hwy 98, Hwy 90, CR 13, CR 64, Hwy 181)
- ✦ Create more east west connectivity

- ✦ Design and implement a city wide storm water plan
- ✦ Encourage and promote more turning lanes
- ✦ Repave at least 7 miles of existing roads per year
- ✦ City wide traffic study to set a baseline on commute times

Healthy and Active Citizenry

- ✦ Complete the additional Phases of our parks program
- ✦ Add more bicycle paths and walking paths
- ✦ Add several splash pads
- ✦ Continued support of Thomas Hospital and the Infirmary to offer first class health care for Daphne citizens
 - ✦ Work closely with Daphne Utilities to ensure a first class water, gas and waste water treatment facilities.

DRAFT