



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

April 30, 2025

City of Foley  
Attn: Taylor L. Davis, PE  
Deputy City Engineer  
City of Foley Engineering Dept.  
200 W. Laurel Ave. Suite 225  
Foley, Alabama 36535

**VIA EMAIL:** [tdavis@cityoffoley.org](mailto:tdavis@cityoffoley.org)

RE: Professional Survey Services for:  
Streetscape improvements to South Chicago Street  
Foley, Alabama

Dear Mr. Davis,

We gratefully appreciate the opportunity to present the following scope of professional services that are necessary for the redevelopment of Chicago Street's revitalization. Our team is honored to have been asked to continue to serve the City of Foley with the implementation of the community's interconnectivity project.

This proposal will develop a full set of construction documents for the streetscape improvements for 400 +/- linear feet of South Chicago Street from Hwy 98 to East Orange Ave.

This proposal specifically **excludes**:

- Any custom street light and private service design. The project currently proposes a standard street light system that will be provided by Riviera Utilities.
- Major utility relocation design. A separate proposal will be presented to the respective utility provider if major utility upgrades along the roadway corridor are proposed. This potential scope cannot be able to be identified until we have a meeting with the respective utility providers in the area.

Thank you for the opportunity to present this proposal. Please execute it by signing, dating, initialing where indicated, and returning one (1) copy to me for my files.

Best Regards,

JADE CONSULTING, LLC

A handwritten signature in blue ink, appearing to be 'Perry C. Jinright, III'.

Perry C. Jinright, III, P.E.  
Manager

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Enclosure

JADE Professional Services Agreement  
25.017R



## PROFESSIONAL SERVICES AGREEMENT

### A. GENERAL DESCRIPTION OF PROJECT LOCATION:

Professional Survey Services for:  
Streetscape improvements to South Chicago Street  
Foley, Alabama

### B. GENERAL

This agreement, including attachments, is hereinafter noted, made, and entered into and between JADE Consulting, LLC and the Client identified herein, provides for the Professional services described under Section C of this Agreement.

Client: The City of Foley

Contact: Taylor L. Davis, P.E.

Address: 200 W. Laurel Ave. Ste 225

City/State/Zip Code: Foley, Alabama 36535

Phone No.: (251) 970-1104

Email: [tdavis@cityoffoley.org](mailto:tdavis@cityoffoley.org)

### C. JADE CONSULTING'S PROFESSIONAL SERVICES to be provided *are identified below*:

JADE Consulting, LLC is pleased to provide you with this proposal that will develop a full set of construction documents for the streetscape improvements to 400 +/- linear feet of South Chicago Street from Hwy 98 to East Orange Ave. Design shall be coordinated with and approved by the City of Foley and the Alabama Department of Transportation (ALDOT) to ensure compliance with all applicable regulations and standards. The consultant will deliver comprehensive design plans, specifications, and cost estimates suitable for construction bidding and implementation.

The fee structure for this proposal is based upon rates listed in the Manual of Procedures of the Alabama Division of Construction Management, August 2021. The previously provided construction budget for this phase of the project, less utilities, totals approximately \$480,000.00. The corresponding fee percentage for this classification of work is 7.8%. Due to this project being a "major renovation" of Chicago Street, the manual allows for a fee increase of 25% for the added effort required to work around the existing improvements. Following this procedure, we respectfully present that our fee is based upon 9.75% of the project's \$480,000.00 preliminary construction budget.

#### TYPICAL IMPROVEMENT



CLIENT INITIALS: \_\_\_\_\_

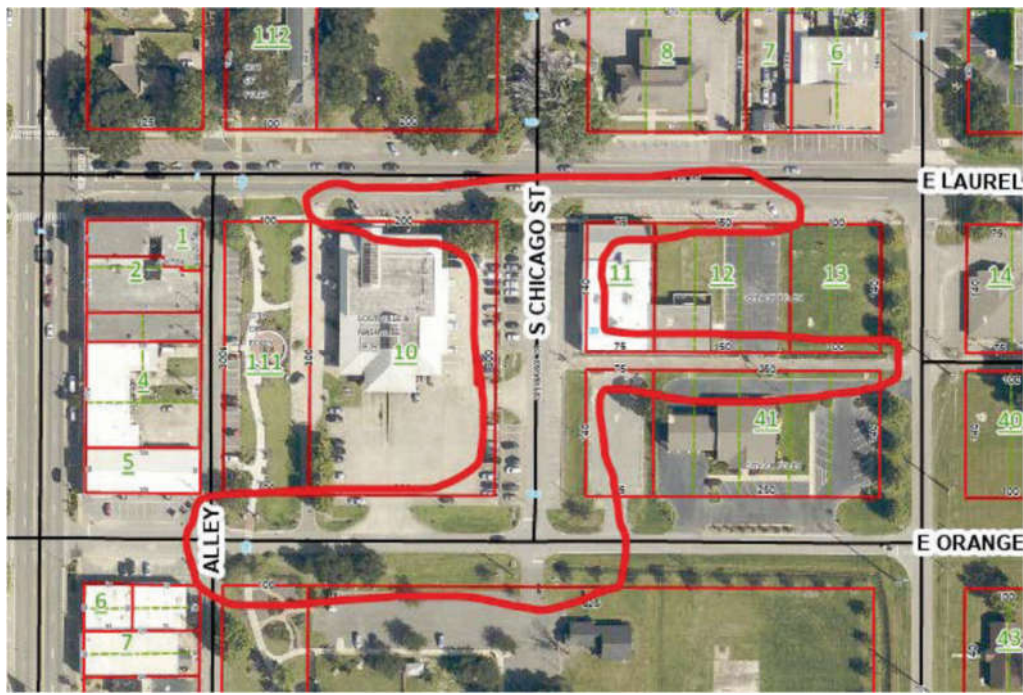
## **TOPOGRAPHIC SURVEY EFFORTS**

### **Right-of-Way & Topographic Survey**

A Right-of-Way Survey will be provided to determine the locations of the right-of-way lines for the portions of Chicago St., East Orange Ave., alleyways, and Hwy 98, as shown outlined in red on the site map below.

A Topographic Survey will be provided of the survey areas outlined in red on the attached map below. The survey limits will extend 5 feet beyond the right-of-way lines. The survey drawing will show existing improvements including roadways, driveways, sidewalks, walkways, buildings, fences, landscaping, above ground utilities, below ground utilities as marked by others or as shown on as-built drawings provided by utility companies, storm drain inlets & pipe with invert elevations, sewer manholes and pipe with invert elevations; swales & drainage patterns, 12' dbh and larger trees, 1' contour lines, spot elevations, etc.

### **MAP OF SURVEY LIMITS**



## **CIVIL ENGINEERING EFFORTS**

### **A. Inventory Plan and Site Analysis**

JADE Consulting, LLC will conduct field inventories of existing site conditions and gather available map and aerial photo information (any available survey CADD files should be provided by the Client). The purpose of these data collection activities is to formulate base maps and identify existing conditions with sufficient detail and accuracy to conduct the site analysis identified below. Specifically, the data collected will include:

- A. Perform site visits to assess existing conditions, including topography, traffic patterns, bike and pedestrian usage, and utility locations.
- B. Inventory of existing facilities, features, and development.

- C. Perform site visits to assess existing conditions including topography, traffic patterns, bike and pedestrian usage, and utility locations.
- D. Utility Companies

The purpose of these data collection activities is to identify assets, opportunities, constraints, liabilities, and other conditions, which will give form to land use relationships and development. These elements will be used to complete a site analysis assessing:

- A. Design/Planning Constraints
- B. Design/Planning Opportunities
- C. Assets/Liabilities
- D. Elements of Form and Context

## **B. Schematic Design Drawings (30% plans)**

In accordance with the approved master plan and initial cost estimate, we will begin the schematic design development of the project in accordance with the requirements of the approved MASTER PLAN. The purpose of the schematic submittal will be to vet the proposed design, including:

- This task will include converting the previously prepared master plan into hard design elements that will have true geometric control and be tied to the previously provided topographical survey.
- Preliminary drainage strategy and concepts
- Preliminary utility corridor and potential improvements
- Preparation of proposed style/inspiration palette for sidewalk, landscape, and hardscape materials.

This task includes a pre-design meeting with the City of Foley's Staff to work through any preliminary design criteria. We also anticipate walking through the entire project with City Staff and community members who may be available to discuss any and all particular elements the revitalization needs to consider.

## **C. Design Development Drawings (60% plans)**

In accordance with the approved schematic design, we will begin the design development phase of the construction documents. The intent of this phase is to have an actual draft set of working construction documents. The purpose of the design development submittal is to review the state of the project's proposed improvements before the final design. This phase provides an additional moment for stakeholder comments as the project's design progresses.

- This task will include an actual set of working documents in "draft" format.
- Roadway drainage structures will be located, and preliminary pipe sizes and inverts will be established.
- Potential Utility improvements will be coordinated with the respective utility, and any provided design data will be referenced in the plan set.
- Preparation of a "draft" version of working plan/profile sheets, geometric sheets, drainage, paving and signage sheets, and traffic control plan sheets will be established.

- Updated cost estimate based upon itemized quantity taken off of the project-to-date design plans.
- Preparation of a “draft” version of working plan sheets for hardscape, landscape, and irrigation designs will be established.
- Preparation of proposed materials palette for sidewalk, landscape, and hardscape items.

This task includes a post-design meeting with the City of Foley’s Staff for a detailed design discussion of the project. We, also, anticipate walking the entire project with the City Staff and the community members, that may be available, to discuss any and all particular elements the revitalization needs to consider.

This task does NOT include hardscape (pavers), landscape, and irrigation design efforts. These items were not included in the provided construction cost budget. We have prepared a separate list of services for these items in this proposal.

#### **D. Construction Document Preparation (100% plans)**

This task will include a full set of construction plans that include existing conditions/removal sheet(s), site layout sheet(s) with dimensions and control, grading and drainage sheet(s), utility sheet(s), erosion control sheet(s) and construction details sheet(s). The site grading plan will indicate the finished grades of the site and the locations of all improvements. The plans will include full design and details required to sufficiently illustrate the design intent.

- This project will include a fully designed drainage system that will incorporate (LID) low-impact development practices as reasonably practicable throughout the limits of the project.
- A full sequence of construction plans that have been coordinated with the respective traffic control plan. This task will include efforts to assist the City of Foley in communicating these impacts with area residents and businesses.
- The final construction documents will be fully coordinated with all impacted utilities. These include, but are not limited to, power, water, sewer, gas, and communications. *(A separate proposal will be presented to the respective utility provider if major utility upgrades along the roadway corridor are proposed. This potential scope will not be able to be identified until we have the topographic survey completed and a meeting held with the respective utility providers in the area.)*
- Full landscape and irrigation plans that reflect the final design. The plan will detail the plantings that are to be used, including the number, size, and species of each planting. Our Landscape Architect will coordinate with you, prior to developing the plan, to discuss the budget and the type of plantings that are desired.
- Full hardscape plans with details and specs for approved paver fields and any site furnishings.

JADE Consulting, LLC will develop a final cost projection for the improvements depicted in the construction documents. This opinion of the probable development cost for the project will be in a spreadsheet format.

This task does NOT include hardscape (pavers), landscape, irrigation, and traffic signal design efforts. These items were not included in the provided construction cost budget. We have prepared a separate list of services for these items in this proposal.



The final documents delivered to the city will include a full-size set of construction documents signed and sealed by the appropriately licensed design professional, and the corresponding CAD drawings delivered on a CD or by e-mail as a download.

### **GEOTECHNICAL ENGINEERING SERVICES**

#### **D. FEE SCHEDULE**

##### **TOPOGRAPHIC SURVEY EFFORTS**

Right-of-Way & Topographic Survey	\$ 10,300.00
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##### **ENGINEERING & LANDSCAPE DESIGN EFFORTS - Chicago Street- North Block**

(Initial Construction Budget \$480,000)

A. Inventory Plan and Site Analysis	\$ 4,100.00
B. Schematic Design Drawings (30% plans)	\$ 9,300.00
C. Design Development Drawings (60% plans)	\$ 14,000.00
D. Construction Document Preparation (100 % plans)	\$ 23,500.00

##### **GEOTECHNICAL ENGINEERING SERVICES**

Cost plus 15% - \$ 3,450.00

**E. THE COMPENSATION TO BE PAID TO JADE CONSULTING, LLC** for providing the requested services is identified in Sections "C" & "E" herein.

#### **F. ADDITIONAL SERVICES (Hourly Basis)**

Services requested, but not specifically included in the scope, will be considered additional services. Modification to drawings, after approval by the Client, as a result of changes requested by the Client or their other Consultants will be considered additional services and billed at an hourly rate as follows:

Principle Engineer	\$300.00
Senior Project Manager/ P.E.	\$240.00
Professional Engineer	\$200.00
Engineer I	\$150.00
Graduate Engineer	\$110.00
CADD Designer	\$ 90.00
Engineering Technician	\$ 85.00
Clerical	\$ 75.00
Sub-Consultant	Cost Plus 15%

#### **G. TERMS & CONDITIONS**

1. 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 an actual cost-plus administrative charge of 15 percent and shall be itemized and included in the invoice.

CLIENT INITIALS: \_\_\_\_\_

2. JADE Consulting, LLC services under this agreement do not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimate of probable construction or operating costs provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. The limit of liability of JADE Consulting, LLC to the Client for any cause or combination of causes resulting from services rendered shall be, in total amount, limited to the fees paid under this Agreement.
5. If, under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules, and/or regulations. Under no circumstances will JADE Consulting, LLC have any direct contractual relationship with the contractor, any subcontractors, or materials suppliers.
6. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
7. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules, and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with JADE Consulting, LLC by providing all information and criteria in a timely manner, reviewing documents, and making decisions on project alternatives to the extent necessary to allow JADE Consulting, LLC to perform the scope of work within established schedules.


8. The Client will hold harmless and indemnify JADE Consulting, LLC for any design changes, construction changes, and/or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
9. JADE Consulting, LLC may subcontract consultants in the performance of any services described in this agreement. JADE Consulting, LLC does not act as a General Contractor in any way or accept responsibility for poor craftsmanship.
10. The above-described compensation for JADE Consulting, LLC does not include the following Costs:
  - a. Photostats/Photocopying/Plotting
  - b. Binding
  - c. Printing/Reprographics
  - d. Photography/Film/Film Processing
  - e. Mylar's and Reproducible
  - f. Federal Express, Courier, and/or Delivery Fees
  - g. Mailing/Postage
  - h. Microfilming/Scanning/Digitizing
  - i. Blue Printing, Printing or Binding of Bid Sets

CLIENT INITIALS: \_\_\_\_\_

- j. Mileage @ current Federal rate
  - k. Permits and/or Registration Fees
  - l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging
  - m. Other products and services requested by the Client and not specifically described herein
- There will be a 15% Administrative Fee for all reimbursable expenses to compensate for bookkeeping.

11. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, the Owner will be responsible for payment of all Consultant fees and reimbursable expenses through the date of termination.
12. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, by reason of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to charge a Five Hundred Dollar (\$500.00) Restart Fee and renegotiate the Fee Schedule.
13. Invoice Schedule: Billing will be on a service at the end of the month.
14. Terms: Net Thirty (30) days from invoice date. A finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Reasonable Attorney's fees will be charged, if necessary, to collect on unpaid invoices. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
15. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
16. This document sets forth all of the terms and conditions agreed by the parties hereto and supersedes all prior oral or written agreements, representations, or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

This agreement is accepted on the later date written below:

<b>JADE CONSULTING, LLC</b>		<b>CITY OF FOLEY</b>	
SIGNED:		SIGNED:	
TYPED NAME:	<u>Perry C. Jinright, III, P.E.</u>	TYPED NAME:	
TITLE:	<u>Member</u>	TITLE:	
DATE:	<u>4/30/25</u>	DATE:	

CLIENT INITIALS: \_\_\_\_\_