



**JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS
CONSULTING, LLC**

October 24, 2012

Ms. Leslie Gahagan
Environmental Manager
City of Foley
PO Box 1750
Foley, AL 36536

VIA EMAIL: lgahagan@cityoffoley.org

**Subject: Engineering and Construction Contract Procurement Services
Scope of Work and Fee Structure for:
Wolf Creek Park Project**

Dear Ms. Gahagan:

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to develop the site for the subject property. Please note the proposal is based on the general layout of structures and site development. A different fee proposal may be required if there are significant modifications to the current layout.

This proposal does not include geotechnical testing, application or permit fees. If requested these items can be furnished at direct cost plus fifteen (15%) percent.

Thank you for the opportunity to provide you with this proposal. Attached are two (2) copies of the proposal. Please execute the proposal 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 black ink, appearing to read "Perry C. Jinright, III", is written over the company name.

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

\dm
Enclosure
12.171

PROFESSIONAL SERVICES AGREEMENT

A. **GENERAL DESCRIPTION OF PROJECT LOCATION:**

Engineering Design and Construction Contract Procurement Services for:
Wolf Creek Park Project

B. **GENERAL**

This agreement, including attachments are 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: City of Foley

Contact: Leslie Gahagan

Address: PO Box 1750

City/State/Zip Code: Foley, AL 36536

Phone No.: (251) 943-1545

Fax No.: (251) 952-4014

Email: lgahagan@cityoffoley.org

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

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to develop the site for the subject property. Please note the proposal is based on the general layout of structures and site development. A different fee proposal may be required if there are significant modifications to the current layout.

This proposal does not include geotechnical testing, application or permit fees. If requested these items can be furnished at direct cost plus fifteen (15%) percent.

Final Civil Engineering Design

\$3,000.00

Based upon your preliminary drawings, we will begin the final civil design of the project in accordance with the respective requirements of the proposed improvements.

The following Final Design Services are Included:

1. Canoe Launch and Boardwalk Design.
2. Gravel Access Driveway; including Vehicle Turnaround at Canoe Launch.
3. 8' X 48' Fishing Pier Design.
4. Gravel Parking Lot (Approximately 100' X 250').
5. All Necessary Details to fully illustrate the Design Intent.

This task will include a full set of construction plans which includes existing conditions/removal sheet(s), site layout sheet, grading and drainage plan sheet(s), erosion control sheet(s), construction detail drawing(s), and other necessary details required to sufficiently illustrate the design intent.

CLIENT INITIALS: _____



Construction Contract Procurement

\$800.00

After obtaining approval of the final Drawings and Specifications from the Owner, we will assist the Owner in procuring a construction contract for the work, prepare the advertisement for bids and distribute bid documents. We will assist with any required pre-bid conference for prospective bidders. At the Owners request we will conduct the opening of the bids prepare a certified Tabulation of Bids and recommendations for award. At the Owners direction we will prepare the Construction Contracts for execution.

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

E. ADDITIONAL SERVICES (Hourly Basis)

Services requested, but not specifically included in the scope of services, 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:

Professional Engineer	\$145.00
Engineer I	\$110.00
CADD Designer	\$ 85.00
Construction Representative	\$ 75.00
Engineer Technician	\$ 65.00
Clerical	\$ 60.00
Sub-Consultant	Cost Plus 15%

F. 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 actual cost plus administrative charge of 15 percent and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement does not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating cost 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 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.

CLIENT INITIALS: _____



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, review documents and make 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 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 Cost:
 - a. Photostats/Photocopying/Plotting
 - b. Binding
 - c. Printing/Reprographics
 - d. Photography/Film/Film Processing
 - e. Mylar's and Reproducible's
 - f. Federal Express, Courier and/or Delivery Fees
 - g. Mailing/Postage
 - h. Microfilming/Scanning/Digitizing
 - i. Blue Printing, Printing or Binding of Bid Sets
 - 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, Owner will be responsible for payment of all Consultant fees and reimbursables expended through the date of termination.

CLIENT INITIALS: _____



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 each month.
14. Terms: Net Thirty (30) days from invoice date. 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:

JADE CONSULTING, LLC		CITY OF FOLEY	
SIGNED:	 _____	SIGNED:	_____
TYPED NAME:	<u>Perry C. Jinright, III, P.E.</u>	TYPED NAME:	_____
TITLE:	<u>Member</u>	TITLE:	_____
DATE:	<u>October 24, 2012</u>	DATE:	_____

