



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

October 30, 2025

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

VIA EMAIL: tdavis@cityoffoley.org

RE: Professional Engineering Services for:
CE&I Efforts
SOUTH CHICAGO STREET STREETSCAPE IMPROVEMENTS
PROJECT NO.: ENGR-102225
Foley, Alabama

Dear Mr. Davis:

Per your request, we greatly appreciate the opportunity to present the following scope of work and fee estimate for the proposed Streetscape Improvements in Foley, Alabama. The respective professional services are to be provided by the JADE Consulting Team.

Please provide us with any questions or comments you may have about the proposed Scope of Work.

We are truly excited to have this opportunity and look forward to working with the City of Foley through the successful completion of another project.

Best Regards,

JADE CONSULTING, LLC

A handwritten signature in blue ink, appearing to be 'Perry C. Jinright, III, P.E.', with a stylized flourish at the end.

Perry C. Jinright, III, P.E.
Manager
\\k
Enclosure
Professional Service Agreement
25.054

PROFESSIONAL SERVICES AGREEMENT

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

Professional Engineering Services for:
 CE&I Efforts
 SOUTH CHICAGO STREET STREETScape IMPROVEMENTS
 PROJECT NO.: ENGR-102225
 Foley, Alabama

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: The City of Foley

Contact: Taylor L. Davis, P.E.

Address: 200 W. Laurel Ave. Ste 225

City/State/Zip Code: Foley, AL 36535

Phone No.: (251) 970-1104

Email: tdavis@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 services required to develop the proposed street improvements. Please note the proposal is based on the general layout of structures and site development.

I. **CONSTRUCTION ENGINEERING AND INSPECTION (CE&I SERVICES)**

We will perform construction engineering and inspection, material sampling and testing, and contract administration services for the City of Foley. We will provide services, personnel, and equipment as necessary to complete said task. We will utilize effective control procedures to ensure the construction of the said project is performed in reasonable conformity with plans, specifications, and contract provisions for the assigned project. We will provide services on a full-time basis so that we can monitor and document the Contractor's construction operations.

Services include, but are not limited to, the following:

1. Attending and participating in a pre-construction conference for the project.
2. Complete and maintain a full and accurate daily record of all activities and events relating to the project. The project will have part-time inspection personnel onsite.
3. Provide project survey control.
4. Review shop drawing submittals and approvals.
5. Perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project are in reasonable conformity with plans, specifications, and contract provisions. Includes all necessary geotechnical testing.
6. Maintain project records of all sampling and testing accomplished.

CLIENT INITIALS: _____

7. Review the Contractor's monthly comprehensive tabulation of the quantity of each pay item satisfactorily completed to prepare the Monthly Progress Estimate.
8. Provide interpretations of plans, specifications, and contract provisions.
9. Prepare and submit to the City Engineer a final documentation and one (1) set of record as-built plans.
10. Proposal based upon an anticipated 90 calendar days construction schedule. This schedule is based upon:
 - Maximum 60 - working day construction schedule.

II. PROFESSIONAL SERVICES FEE SCHEDULE

Construction Engineering and Inspection Fee (CE&I Services) \$39,500.00

(Construction Cost Estimate \$421,150.79)

D. *THE COMPENSATION TO BE PAID TO 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:

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%

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 and shall be itemized and included in the invoice.
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 estimates of probable construction or operating costs provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. 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

CLIENT INITIALS: _____

forth 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.

5. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
6. 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.

7. 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.
8. 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.
9. 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
 - 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
10. 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.
11. 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 renegotiate the Fee Schedule.

CLIENT INITIALS: _____

12. Invoice Schedule: Billing will be based on a percentage of service completed at the end of each month.
13. Terms: Net Thirty (30) days from invoice date. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
14. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
15. 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: Perry C. Jinright, III, P.E.

TYPED NAME: Mayor Ralph Hellmich

TITLE: Member

TITLE: _____

DATE: 10/30/2025

DATE: _____

CLIENT INITIALS: _____