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March 31, 2025

Taylor Davis, Deputy City Engineer
City of Foley
200 W. Laurel Avenue, Suite 225
Foley, AL 36535

Re: Proposal for Engineering Services
New Road (Between McKenzie Street and Juniper Street)
Foley, Alabama

Dear Mr. Davis:

Allen Engineering and Science, Inc. (AllenES) is pleased to present this proposal to The City of Foley in response to your request. AllenES understands the City requires design services for the preparation of construction documents necessary for the construction of a new road within the City. This project will require the design of approximately 4,000 feet of two-lane roadway. In addition to the roadway, there will also be approximately 780 feet of new sidewalk as part of this project.

Scope of Work

AllenES will perform the following scope of work associated with the proposed project.

Task 1 Project Administration

Throughout the duration of the project, AllenES will monitor all tasks, subconsultants and deliverable schedules to ensure the project is completed in accordance with the schedule. Specific administration tasks are as follows:

- Conduct kick-off meeting with the City of Foley and appropriate subconsultants to ensure scope and schedule have not changed and discuss any concerns about the project.
- Provide monthly (up to 7) reports (pdf or email) to document project progress.
- Coordinate connection to proposed development with Lieb Engineering.



- Ensure survey and design utilize the same coordinate system and datum.
- Ensure proposed development pond outlet is routed correctly.
- Ensure proposed access to this new road matches in elevation for seamless construction.
- Attend meetings associated with the design of this project.
- Provide on-going communication regarding budget, schedule and scope.

Task 2 Topographic Survey

AllenES will coordinate topographic surveying services. The scope of the survey is as follows:

- Provide a topographic survey of the proposed right-of-way and locate any existing property corners along the proposed route.
- Collect sufficient ground elevation data to produce one-foot contours throughout.
- Establish temporary benchmarks (TBM's) to aid in future construction.

Task 3 Geotechnical Analysis and Pavement Design

AllenES will coordinate geotechnical analysis and pavement design. The scope of the survey is as follows:

- Complete field services.
 - Drill thirteen (13) soil test borings along the proposed roadway alignment, drilled to a depth of 6 feet below the existing ground surface elevation (total of 78 feet of drilling).
 - Check bore holes for ground water and backfilled with soil cuttings
- Complete laboratory testing to determine the following properties.
 - Natural Moisture Content (ASTM D-2216)
 - Atterburg Limits (ASTM D-4318), if applicable
 - Particle Size Analysis (ASTM D-422)
- Generate Engineering Report to provide recommendations for design and construction of the project.

Task Wetland Delineation and Permitting

AllenES will review existing aerial photographs, topographic maps, soil maps, and National Wetland Inventory maps (if available). Consultation letters will be sent to the United States Fish and Wildlife Service (USFWS) for comments on potential impacted threatened and endangered (T&E) species within the project footprint. AllenES will conduct an on-site waters of the U.S. (WOTUS) delineation and T&E species survey of approximately 4,000 linear feet along the proposed roadway right-of-way (ROW). These surveys will cover both the roadway and sidewalk work areas.



Wetlands will be identified in accordance with the *2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region*. Other waters (e.g., stream channels) will be identified based on the presence/absence of an observable ordinary high-water mark and/or the presence of vegetation wrested by normal streamflow. The presence/absence of suitable habitat and/or individual state and/or federally listed species will be documented.

Fieldwork will include a pedestrian survey of the project area. Sample sites will be established within dominant plant communities. Data forms for wetland determination will be completed at each sample site and boundaries will be delineated using Global Positioning System (GPS) technology. Documentation of observed T&E species and/or critical habitats will be recorded per guidelines established through prior consultation with USFWS. AllenES will coordinate with USFWS regarding our findings and opinions.

AllenES will prepare a WOTUS determination report describing the methods used to make our determination and include data sheets gathered during the onsite reconnaissance. The report will include photographs and maps depicting the locations of suspected jurisdictional wetlands and other waters of the U.S. The report will be suitable for submittal to the USACE for a jurisdictional determination (JD) if necessary. Please note that while AllenES is confident in our delineations, jurisdictional waters determinations must be verified by the USACE.

AllenES can assist the City of Foley with any required Section 404 permitting pending the findings of the WOTUS determination. Work associated with 404 permitting is not included in this proposal.

AllenES will apply for and receive a right-of-way permit to complete the intersection connection to State Highway 59 (McKenzie Street). This scope includes meetings and coordination with Alabama Department of Transportation (ALDOT) staff on design and layout of the proposed intersection. AllenES will follow the process as prescribed by ALDOT.

AllenES will develop and submit the application for the Alabama Department of Environmental Management (ADEM) construction stormwater permit. This work will include creating erosion control plans with Best Management Practices (BMPs) identified and included in the construction plan set.



Task 5 Roadway Design and Plans

AllenES will complete the necessary tasks to design the roadway, sidewalk, and drainage facilities and prepare construction drawings. Roadway and sidewalk sections will be designed in accordance with applicable sections of the City of Foley's standards, ALDOT's design manual, and the AASHTO design manual. Drainage features shall consist of roadside ditches and roadway culverts, no retention or detention facilities will be designed. Ditch and culvert capacities will be designed to meet the requirements of the City of Foley.

Specific design tasks include:

- Establish a horizontal alignment that follows as closely as possible to the center of the proposed right of way, based on the information provided by City of Foley.
- Establish a vertical alignment that meets slope requirements, with an attempt to balance earthwork.
- Calculate the contributing drainage area, including the outlet from the proposed pond, and determining the size of ditch required to convey the drainage.
- Identify any locations where culverts are required and determine their size to convey the necessary runoff.
- Design five (5) intersections and ensure grading of the intersections conveys water away from the roadway.
- Determine the location (horizontal and vertical) of the sidewalk in relation to the roadway and drainage features.
- Create a surface model of the proposed roadway, sidewalk, and ditches to be used to calculate earthwork and create cross sections for construction plans.
- Coordinate with utilities for avoidance or relocation of existing facilities.
- Create construction plans that convey the full design of the project. Required sheets are as follows:
 - Title Sheet
 - General Notes Sheet
 - Typical Sections & Details
 - Plan and Profile
 - Intersection Details
 - Best Management Practices (BMP) Layout & Details
 - Street Lighting Plan
 - Cross Sections

AllenES will submit a preliminary construction drawing set to the City of Foley at approximately 60% design to ensure identified concerns have been addressed and the design is in accordance with the City's desires prior to finalizing construction plans. These preliminary plans will show, at minimum, the roadway and sidewalk typical sections, roadway alignments (horizontal and vertical), ditch grades, proposed culvert locations and sizes, and anticipated construction limits. The schedule assumes 3 weeks for review by City staff. Longer review time may result in delays to the established schedule.



Schedule

AllenES will initiate the project upon receipt of your signed authorization. It is our objective to meet your schedule needs, and we will work with you to finalize the project schedule. A proposed schedule for tasks and deliverables is provided below.

Schedule and Deliverables		
Task	Timeline	Deliverable Date
1. Project Administration	Apr - Oct	October 31
2. Topographic Survey	Apr - May	May 31
3. Geotechnical Analysis and Pavement Design	Apr - May	May 31
4. Wetland Delineation and Permitting	Apr - Oct	Delineation to ACOE - July 1 ALDOT ROW - Sept 1
5. Roadway Design and Plans	June - Oct	Preliminary - July 16 Final - Sept 26

Cost

AllenES will perform the identified scope of work for a cost of one hundred thirty nine thousand, 300 dollars (\$139,300).
Invoices will be sent monthly and the work will be billed on a percentage-complete basis.

Project Cost Breakdown	
Task	Cost
1. Project Administration	\$18,100
2. Topographic Survey	\$7,100
3. Geotechnical Analysis and Pavement Design	\$22,400
4. Wetland Delineation and Permitting	\$18,300
5. Roadway Design and Plans	\$73,400
Total Cost	\$139,300

Assumptions

- City of Foley will provide maps and drawings of the proposed ROW.
- This proposal does not include Bidding Services or Construction Engineering & Inspection Services. These services can be added if agreed upon by both parties.
- Permitting fees are provided by City of Foley.
- This proposal does not include the design of any new utility infrastructure.



- Permitting is limited to ACOE coordination for wetlands, ADEM construction stormwater, and ALDOT right of way permit. Any additional permits that are deemed necessary will require additional fees.

Terms

It is mutually agreed that the Standard Terms and Conditions and Fee Schedule attached hereto are made a part of the Agreement.

Closing

AllenES is committed to providing high-quality, dependable, and responsive services to you. If you have any questions or require any additional information, please do not hesitate to contact me at 251-243-0721 or jeisenhauer@allenes.com.

Sincerely,

Allen Engineering and Science, Inc.

Joshua T. Eisenhauer, P.E.
Project Manager

Project Authorization

If the project details listed above are acceptable, please sign and date below and return to AllenES. The effective date of this project will be the authorization date below.

I hereby authorize Allen Engineering and Science, Inc. to proceed with the above-referenced project. I have read and agree to the associated Terms and Conditions. In executing this authorization form, I represent that it is correct, and I certify that I have the authority to execute this authorization form on behalf of the responsible party. I understand that a digital authorization or a photocopy of this authorization will be accepted with the same authority as the original.

Authorized By: _____

Title: _____

Company: _____

Date: _____

Signature: _____



Standard Terms and Conditions

1. **STANDARD OF PRACTICE.** Services performed by Allen Engineering and Science, Inc. (AllenES) under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. These Additional Services shall be paid for by the Client in accordance with AllenES prevailing hourly rate schedule.
3. **SAFETY.** AllenES specifically disclaims any authority or responsibility for general job site safety of persons other than AllenES employees.
4. **BILLING.** Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 30 days, payment thereafter applied first to accrued interest and then to principal unpaid amount. Any attorneys' fees or other costs of collection shall be paid by the Client.
5. **TERMINATION.** Either the Client or AllenES may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay AllenES for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
6. **BURIED UTILITIES.** The Client will furnish to AllenES information identifying the type and location of underground improvements. The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against AllenES and anyone for whom AllenES may be legally liable, for damages to underground improvements that result from subsurface penetration locations depicted by AllenES. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold AllenES and his or her subconsultants harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from inaccuracy of information provided to AllenES by the Client, except for damages caused by the sole negligence of AllenES in his or her use of Client furnished information.
7. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or AllenES, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
8. **CONSTRUCTION PHASE SERVICES.** If AllenES is retained to provide Construction Observation services, AllenES shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained AllenES to make detailed inspections or to provide exhaustive or continuous project review and observation services. AllenES does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by AllenES as Additional Services in accordance with the terms of this Agreement.
 - a. Otherwise, if AllenES is retained to provide Design services but not Construction Observation or Construction Management services, it is understood and agreed that such project observation or services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against AllenES that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold AllenES harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of AllenES. If the Client requests in writing that AllenES provide any specific construction phase services and if AllenES agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided herein.
 - b. However, if AllenES is retained to provide Construction Observation or Construction Management services without having performed Design services, it is understood and agreed that because AllenES did not prepare the Design/Contract Documents for the project, the Client waives all claims against AllenES arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold AllenES harmless from any damage, liability or cost, (including reasonable attorney's fees and defense costs), arising from any errors or omissions contained in the plans, specifications or other Contract documents prepared by others, except for the sole negligence or willful misconduct of AllenES. Further, AllenES has not been retained and is therefore not responsible to review, evaluate, or validate the Scope of Work, design or construction concept.

9. **INSURANCE.** AllenES agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and automobile liability insurance coverage. AllenES agrees to maintain professional liability insurance in the sum of not less than \$1,000,000 annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
10. **LIMITATION OF LIABILITY.** The Client agrees that AllenES liability shall be limited to injury or loss caused by the sole negligence of AllenES, its subcontractors, and/or agents hereunder. AllenES liability for claims, damages, costs, injury or loss arising from professional errors or omissions shall not exceed the amount of the total charges for services performed.
11. **HAZARDOUS SUBSTANCES AND MATERIALS.** The Client agrees that AllenES neither created nor contributed to the creation or existence of any hazardous waste or materials, or toxic, radioactive, or contaminated materials ("Affected Materials") at the site, and in consideration of the substantial risks to AllenES posed by the presence or potential presence of Affected Materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AllenES, its officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Affected Materials on, under or about the project site (whether by Client or any predecessor in title) or any employees, agents, contractors or subcontractors of Client or any persons at any time occupying or present on the project site.
12. **PHASE ONE ENVIRONMENTAL SITE ASSESSMENTS (ESA).** In consideration of the substantial risks to AllenES in performing Phase One ESA on this project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold AllenES harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, release or disposal of toxic or hazardous substances, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of AllenES. In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against AllenES arising out of the performance of the services under this Agreement.
13. **SAMPLING AND OBSERVATION.** Client understands that sampling and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. AllenES will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. AllenES has included the level of testing and observation that would be usual and customary for the scope of the project in the Scope of Services. Client is responsible (even if delegated to contractor) for requesting any additional testing services required by Client or that Client deems appropriate for the scope of the project or as a result of any special considerations with the project or project site. Further, Client is responsible for notifying and scheduling with AllenES so that AllenES can perform these Services. AllenES is not responsible for damages caused by a failure of Client to request or schedule any testing or sampling Services.
14. **SAMPLE DISPOSITION AND AFFECTED MATERIALS.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Scope of Services). Client shall furnish or cause to be furnished to AllenES all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any Affected Materials at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. In no event shall AllenES be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate government agencies.
15. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by AllenES as instruments of service shall remain the property of AllenES. AllenES shall retain all common law, statutory and other reserved rights, including the copyright thereto.
16. **THIRD PARTY BENEFICIARIES.** 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 AllenES. AllenES services under this Agreement are being performed solely for the Client's benefit, and no other entity, including the Owner's contractors, shall have any claim against AllenES because of this Agreement or the performance or nonperformance of services hereunder.
17. **DELAYS.** If events beyond the control of Client or AllenES, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, or an act, inaction or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, AllenES shall be entitled to an equitable adjustment in compensation.
18. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by AllenES is supplied for the general guidance of the Client only. Since AllenES has no control over competitive bidding or market conditions, AllenES cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
19. **ACCESS.** Client shall provide AllenES safe access to any premises necessary for AllenES to provide the Services.
20. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
21. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
22. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time,

parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

23. **REGULATORY REVIEWS.** It is mutually understood that the actions or inactions of any regulatory, governmental or related agency or entity are beyond the control of either the Client or AllenES. Therefore, it is mutually agreed that AllenES is not responsible for any actions or inactions on the part of any regulatory, governmental, or related agency or entity that may have a negative impact on the project or AllenES services.