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August 16, 2012

Mr. Michael L. Thompson
City Administrator
City of Foley
407 East Laurel Avenue
P.O. Box 1750
Foley, Alabama 36536

RE: ATRIP GRANT APPLICATION FOR SPORTS COMPLEX, FOLEY, AL.

Dear Mr. Thompson:

In response to your request, CDM Smith is pleased to offer this professional services proposal to prepare your ATRIP grant application to the Alabama Department of Transportation (ALDOT) which includes an enhanced traffic impact study (TIS) required to be submitted with the application. The ATRIP application will be addressing the street extension of Pride Drive from McKenzie Street (Hwy. 59) to Juniper Street and the continuation of that street southward across the proposed project site to Mifflin Road (Rt 20). The application will also look at potential additional connection to the Foley Beach Expressway and modification to the existing connection north of Mifflin Rd. In addition this application will address the handling of storm water along Juniper Street to allow for proposed improvements to Juniper to be improved and constructed with these ATRIP funds. The City's proposed Sports Complex and the Entertainment Development requires the enhanced traffic impact study and analysis of previously obtained City data to ensure the proper functionality of the proposed roadway improvements to be constructed with the ATRIP application should it be funded.

The enhanced traffic study will be developed in accordance with the recommended practices of the Institute of Transportation Engineers (ITE) and the scope discussed with the City of Foley. The enhanced study will address the modifications to intersections at existing and proposed locations to handle the required turn lane improvements and signal modifications required by the proposed development. After discussions with the City and ALDOT CDM Smith's understands that this study needs to address the seasonal peak period identified as July and with the extension of Foley Beach Expressway to I-10 to the north. The ATRIP application will be prepared with the necessary information and documentation required by ALDOT.



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The enhanced traffic study will address the proposed specific site access and the following intersections for the weekday and Saturday peak hours:

1. McKenzie St (Rt 59) & Laurel Ave (US 98)
2. McKenzie St (Rt 59) & Pride Drive
3. McKenzie St (Rt 59) & Riviera Blvd
4. McKenzie St (Rt 59) & Milfin Road (Rt 20)
5. Milfin Rd (Rt 20) & Juniper St.
6. Milfin Rd (Rt 20) & Beck Rd./James Rd.
7. Milfin Rd (Rt 20) & Foley Beach Expressway
8. Foley Beach Expressway & Laurel Ave (US 98)
9. Juniper St. & Riviera Blvd

Traffic data will be obtained from ALDOT and the City of Foley including weekday and Saturday peak hour turning movement counts. This scope of services does not include any traffic counts by CDM Smith. The City of Foley staff as well as other professional staff will collect the traffic data and share with CDM Smith. CDM Smith will review the data for the preparation of traffic projections for this study, for submission into the ATRIP Application.

Traffic will be adjusted, projected, and analyzed for the seasonal peak hours for the study intersections and the proposed site access with and without the Foley Beach Expressway extension to I-10 and with and without the proposed development to assess the impact of the development and to identify the necessary street and intersection improvements including lane geometry and traffic control. Traffic projections, analyses, and findings will be provided in the enhanced traffic impact study report with a technical appendix containing analyses and data collected for submittal to ALDOT and City of Foley. The study will be provided with the ATRIP application documenting the traffic volumes and required mitigating roadway improvements for the proposed development.

ATRIPS application will be prepared and submitted to ALDOT for the proposed extension of Pride Drive from McKenzie Street (Hwy 59) to Milfin (Rt 20), improvements of Juniper Street, how to address the storm water to allow for the Juniper Street improvements and intersection improvements identified by the traffic impact study.

Schedule and Fee

We can undertake the professional services outlined above immediately after receipt of notice of acceptance of this proposal and your specific authorization to begin work. Any traffic counts, to be performed by City and other professional staff need to begin immediately and be completed within two weeks. The scope of services for this application will be provided for a fee of \$34,650.00 and may be completed for ALDOT submittal on or before October 5, 2012.

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Document Code



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Any meetings determined necessary can be attended at the clients request at the current CDM Smith per diem rate schedule.

Additional services not included in this proposal and scope of work is the projections and analyses of the internal streets and junctions, parking requirements, and projections and analyses of multiple horizon years and/or a phased development. The additional services may be provided if determined necessary at the request of the City upon agreement of their associated additional fees.

CDM Smith, again, sincerely appreciates the opportunity to submit this proposal and trust it is fully responsive to your needs. Should you find it and the attached Terms and Conditions fully acceptable, please sign the enclosed copies in the space provided and return one for our files. This will serve an attachment to the contract and as authorization to proceed.

If you should have any questions regarding this proposal, please call John Gould or myself.

Sincerely,

CDM SMITH, INC.

Charles R. Corlew, P.E.
Principal - Client Service Manager

Enclosure: Terms and Conditions

AUTHORIZATION:

Witness
Witness
CDM Smith, Inc.

08-16-2012
Date

City of Foley

8/17/2012
Date

**TERMS AND CONDITIONS
TO THE AGREEMENT BETWEEN
CDM Smith Inc.
AND CLIENT**

1. *Authorization to Proceed* - Execution of this AGREEMENT by the CLIENT and CDM Smith will be authorization for CDM Smith to proceed with the work, unless otherwise provided for in this AGREEMENT. Use of Purchase Order to authorize work will not alter the terms of this AGREEMENT.

2. *Use of Documents* - The CLIENT agrees that CDM Smith's services are on behalf of, and for the exclusive use of, the CLIENT for this Project and that all documents furnished to the CLIENT are instruments of service and shall be utilized solely for this Project. Any reuse without written verification or adaptation by CDM Smith for other than the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CDM Smith or CDM Smith's independent consultants from, all claims, damages, losses and expenses including all attorney's fees arising from such reuse.

3. *Limitation of Liability* - Notwithstanding any provision to the contrary contained in this AGREEMENT, CDM Smith's total liability for any and all injuries, claims, losses, expenses or damages whatsoever from any cause or causes, including but not limited to CDM Smith's negligence, errors, omissions, strict liability or breach of contract, or breach of warranty, shall not exceed the total amount of \$50,000.

4. *Consequential Damages* - Notwithstanding any language to the contrary contained in this AGREEMENT, neither party shall be liable to the other for lost profits or any consequential, special, or indirect damages in any way arising out of this AGREEMENT however caused under a claim of any type or nature based on any theory of liability (including but not limited to contract, tort, or warranty) even if the possibility of such damages has been communicated.

5. *Independent Contractor* - CDM Smith is an independent contractor and is responsible for the means and methods used in performing its services under this AGREEMENT.

6. *Standard of Care* - The standard of care applicable to CDM Smith services will be the degree of skill and diligence normally employed by professional engineers or consultants performing similar services at the same time, in the same locale, and under similar circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.

7. *Payment to CDM Smith* - CDM Smith will submit monthly invoices for services rendered and expenses incurred. The invoices will be based upon CDM Smith's total services actually completed at the time of billing. The CLIENT shall make payment with thirty (30) days in response to CDM Smith's monthly invoice. Successive invoices may include interest charges of one and one-half percent (1-1/2%) per month on unpaid balances. CLIENT agrees to pay all charges including attorney's fees involved in collection of unpaid balances.

8. *Termination* - The obligation to provide further services under this AGREEMENT may be terminated by either party for cause in the event of failure by the other party to perform in accordance with the terms thereof. Such termination by either party requires seven (7) days' written notice. In the event of termination, CDM Smith shall be paid for services rendered to date of termination.

9. *Severability and Reformation* - Any provision of this AGREEMENT held to be void or unenforceable shall be deemed stricken. All remaining provisions shall continue to be valid and binding. The parties agree that this AGREEMENT may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.