



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client") for the Scope of Work identified herein. In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such work and/or services as are described in this contract and as described in **Exhibit A** (the "Work").

2. PAYMENT AND INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering's** standard fee schedules (updated annually) which are in effect at the time the work is performed. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. To the extent **Thompson Engineering** accepts payment by credit card at the time of payment, Client is responsible for paying all fees associated with Thompson Engineering's acceptance of payment by credit card, in addition to the invoice amount. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If Client does not pay an invoice within sixty (60) days of the invoice date, **Thompson Engineering** reserves the right to suspend the Work and/or terminate this Agreement, at **Thompson Engineering's** election. Client further agrees that, if **Thompson Engineering** elects to suspend the Work, it may do so until such time as Client pays all outstanding invoices.

In the event this agreement is terminated before the

completion of all services, unless **Thompson Engineering** is responsible for such termination, Client agrees that it releases **Thompson Engineering** from all liability for services performed. In the event all or any portion of the services by **Thompson Engineering** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson Engineering** all fees and charges for services provided prior to termination. If **Thompson Engineering's** services are suspended and restarted, **Thompson Engineering** will be entitled to additional compensation for extra services pursuant to the provisions of section 2 of this Agreement.

Client agrees that if it requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson Engineering's** standard fee schedules (updated annually) which are in effect at the time the work is performed. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson Engineering**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Client agrees to reimburse **Thompson Engineering** on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

4. UTILITIES AND CONCEALED CONDITIONS

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures, utilities, and concealed conditions. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures, utilities, or concealed conditions which are not called to **Thompson Engineering's** attention and correctly shown on the plans furnished by the Client.

If field services (i.e., survey, geotechnical) are included in the scope of work, **Thompson Engineering** is not responsible for any determination or location of subterranean structures, utilities, or concealed conditions which are not visible and obvious by reasonable inspection of the premises, including, but not limited to, soils, geological conditions, sensitive environmental or archaeological areas, physical devices and facilities, pipelines, or buried cables, unless specifically included in writing in this Agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition. Client acknowledges that the services performed pursuant to this Agreement are based upon field and other conditions existing at the time the services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications, and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications, and other changes, shall be paid for by Client as extra services in accordance with section 2 of this Agreement.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other Work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by

others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either **Thompson Engineering** or the Client. Thompson Engineering's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against **Thompson Engineering** because of this Agreement or **Thompson Engineering's** performance of services hereunder. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this Agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of **Thompson Engineering**.

7. DISPUTES

In the event that a dispute should arise relating to Client's payment of Thompson Engineering's invoices, **Thompson Engineering** shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY/STANDARD OF CARE

Thompson Engineering represents that the Work shall be performed in a manner consistent with, and limited to, that level of care and skill ordinarily exercised by other professionals under similar circumstances at the same time and location that services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any Work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

- A. This Agreement shall exclude all losses of all types including but not limited to property damage,

bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

- B. For claims not excluded by Paragraph A, the Client agrees to limit **Thompson Engineering's** liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of work or services by **Thompson Engineering**, such that the total aggregate liability of **Thompson Engineering** to the Client and/or anyone claiming by, through, or under Client shall not exceed \$50,000 or **Thompson Engineering's** total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson Engineering**, which liability may arise on account of **Thompson Engineering's** performance of work and/or services or its acts, errors and omissions.
- C. Client agrees that it will not make a claim for, and **Thompson Engineering** shall not be liable to Client for, any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or reduction or loss of property value, and shall apply to any cause of action including but not limited to negligence, strict liability, breach of contract and breach of warranty.

As used in this section 9, the term **Thompson Engineering** shall mean to include any and all parent, subsidiary or affiliated companies of **Thompson Engineering** and any and all directors, officers and employees of any and all of the same, and Client shall mean to include any person or entity claiming by, through or under Client.

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for

any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall defend, indemnify, and hold **Thompson Engineering** harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorney's fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this Paragraph 11, the term **Thompson Engineering** shall mean to include any and all parent, subsidiary or affiliated companies of **Thompson Engineering** and any and all directors, officers and employees of any and all of the same.

12. ASSIGNS

Neither the Client nor **Thompson Engineering** may delegate, assign, sublet or transfer any duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be (a) based upon information furnished by others and Client agrees that **Thompson Engineering** shall be entitled to rely, without liability, on the accuracy and completeness of any and all information furnished by others (including, but not limited to, Client, Client's consultants, Client's contractors, and information from public records), without the need for independent verification or (b) estimates made in the field by **Thompson Engineering's** representatives in which case such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

15. ROOF / BUILDING ENVELOPE CUTS

This provision only applies to the extent that roof and/or building envelope investigation(s) are part of **Thompson Engineering's** scope under this Agreement. To obtain accurate information in a roof / building envelope investigation, exploratory cuts may be necessary. It is the Client's responsibility to make the appropriate repairs to these exploratory cuts using methods and materials consistent with the roofing / building envelope system, any applicable code(s), and in accordance with any existing material manufacturer's warranties. Client agrees that a roofing contractor, maintenance personnel, or other suitable contractor selected and retained by Client will be on site to make repairs at the time the cuts are made and/or the samples are obtained. Client agrees that **Thompson Engineering** can make temporary repairs at the time of **Thompson Engineering's** inspections, but additional charges may be incurred which the Client will be responsible for paying in accordance with section 2 of this Agreement. Although **Thompson Engineering** will exercise usual and customary professional care in its efforts to make these temporary repairs water tight, Client agrees that **Thompson Engineering** will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from **Thompson Engineering's** temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, **Thompson Engineering** shall visit the project site at intervals that **Thompson Engineering** deems appropriate to the stage of construction, or as agreed to in writing with the Client, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct, or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the

contract documents. **Thompson Engineering** shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client acknowledges and agrees that all hazard substances and/or regulated waste/material on site ("Hazardous Substance") and any associated claims resulting therefrom are Client's responsibility. Client agrees to advise **Thompson Engineering**, prior to **Thompson Engineering** beginning Work, of any Hazardous Substance on or near the site. To the extent Hazardous Substances are on site which require treatment or disposal, Client shall be responsible for treatment and/or disposal and shall sign all associated manifests. If Client directs **Thompson Engineering** or its agents to sign such manifests and/or hire a contractor to transport, treat, or dispose of Hazardous Substances and **Thompson Engineering** elects to do so, **Thompson Engineering** shall do so only as Client's agent, notwithstanding any other provision in this Agreement to the contrary, and Client acknowledges and agrees that **Thompson Engineering** shall not be considered an owner, operator, arranger, generator, or transporter of any Hazardous Substances. Client waives any claim against **Thompson Engineering** associated with Hazardous Substances and agrees to indemnify, defend and hold **Thompson Engineering** harmless from and against any claim, liability, injury, loss, damage, cost recovery, or contribution and associated legal expenses allegedly arising from **Thompson Engineering's** containing, labeling, transporting, testing, storing, or otherwise handling of Client's Hazardous Substances. In the event that test samples obtained during our Work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which

cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including, but not limited to, reports, drawings, CADD files, and specifications prepared or furnished by **Thompson Engineering** (and **Thompson Engineering's** independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project, and **Thompson Engineering** shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client acknowledges that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, Client agrees that electronic documents provided to Client are for informational purposes only and are not intended as an end-product. **Thompson Engineering** makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. If Client subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by **Thompson Engineering**, Client shall completely remove the original professional seals, logos and other indications on the documents of the identity of **Thompson Engineering**. Any reuse without written authorization or adaptation by **Thompson Engineering** for the specific purpose intended will be at Client's and/or others' sole risk and without liability or legal exposure to **Thompson Engineering**, or to **Thompson Engineering's** subsidiaries, holding company, independent professional associates or consultants, and Client agrees, to the fullest extent permitted by law, to release, defend, indemnify and hold harmless **Thompson Engineering** and **Thompson Engineering's** subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama and the United States, regardless of application of any jurisdiction's principles governing choice of law. The parties hereby agree that the sole and exclusive venue for any dispute arising under this Agreement will be in a court of competent jurisdiction in Mobile County, Alabama.

21. FORCE MAJEURE

Thompson Engineering shall not be responsible for delays caused by factors beyond **Thompson Engineering's** reasonable control, including but not limited to, delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any government or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of **Thompson Engineering's** services or work product, or delays caused by faulty performance by the Client or by contractors of any level ("Force Majeure"), and **Thompson Engineering** shall be entitled to additional time and/or an equitable increase to the contract fee resulting in such events of Force Majeure. When such delays beyond **Thompson Engineering's** reasonable control occur, the Client agrees that **Thompson Engineering** shall not be responsible for damages, nor shall **Thompson Engineering** be deemed in default of this Agreement.

22. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson Engineering** and supersedes all prior negotiations, representations and agreements, whether oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

23. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect to the maximum extent permitted by law.

24. SURVIVAL

The following provisions of this Agreement, and those in which Client agrees to waive claims against **Thompson Engineering**, release it from liability, or hold it harmless, survive termination of this Agreement: Ownership of Documents; Disputes; Limitation of Liability; Indemnification; Reuse of Documents and Electronic Media; and Governing Law and Venue.

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Project: Proposal for NEPA Consulting Services
Environmental Review Record for Phase 2, Lot 3

Proposal No: 25-4110-0130-A
Terms Lump Sum and Time & Materials Tasks

(Insert proposal reference or scope on attached Ex. A)

Approved and Authorized by:

City of Foley
(Client)

Thompson Engineering, Inc.

By: _____
As Its: _____
Date: _____

By: Charles Weber 
As Its: Team Leader
Date: 11/7/2025

Address: _____

Address: 4830 Main Street
Suite G-212
Orange Beach, AL 36561

Individual with authority and the company responsible for payment of Thompson Engineering, Inc.’s services.

Please return executed copy of these terms and conditions to the attention of:

Employee Name: Charles Weber Phone: 251-752-2073

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EXHIBIT A

DETAILED DESCRIPTION OF SCOPE OF WORK AND ASSOCIATED FEES AND COSTS