



January 26, 2024

City of Foley
P.O. Box 1750
Foley, AL 36536

ATTN: Chad Christian, P.E., City Engineer

RE: Proposal for Professional Services (TE #23-2121-0037-C)
Michigan Ave at Cedar St Roundabout Design

The City of Foley has considered various intersection design alternatives to determine a cost-effective solution that balances operational performance, safety, and costs to accommodate current and future traffic at the intersection of Michigan Ave at Cedar Steet. A single lane roundabout (Alternative 4) is anticipated to provide the most operational and safety benefits of all alternatives studied, and the City desires to move forward with the design and construction of this alternative.

This proposal is for property surveying, geotechnical investigations and reporting, final roadway design and plans preparation, and NPDES Construction Stormwater Permitting for intersection improvements needed to replace the stop-controlled intersection with a single lane roundabout. Thompson Engineering is excited to submit this proposal along with our understanding of the project, proposed scope and fee, and our Agreement to provide professional services.

BACKGROUND AND UNDERSTANDING

Thompson understands that the City is eager to complete the design and permitting of this project and to construct it using available funds as soon as possible.

The existing intersection consists of the following elements:

- All way stop-controlled
- One lane in each direction for all movements
- Approximately 5 or 6' wide concrete sidewalks running east-west along the north side of Michigan Ave east of Cedar St, and north-west along the west side of Cedar St south of the intersection and crossing over to the east side of Cedar St to the north of the intersection
- 3-4' paved shoulders marked as bicycle lanes running east-west along the north side of Michigan Ave
- The Boys & Girls Clubs of South Alabama is located on the SE corner of the intersection

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A THOMPSON HOLDINGS, INC. COMPANY

- An abandoned single-family residence is located on the SW corner of the intersection
- Agricultural fields are located on both sides to the north of the intersection
- A large power transmission pole located near the NW corner of the intersection and smaller utility poles along the west side of Cedar St and crossing over to the east side to the north of the intersection

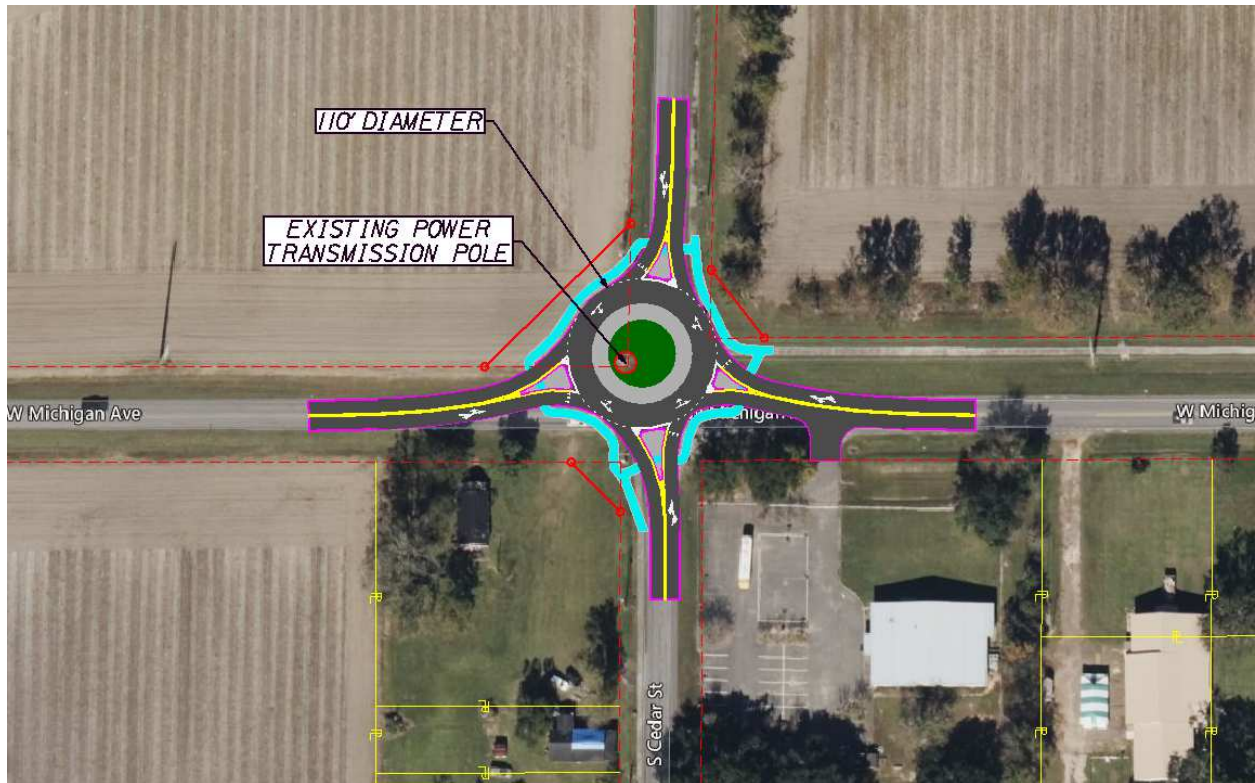


Figure 1 Proposed Single Lane Roundabout

Thompson Engineering has reviewed various sizes and layouts and determined that a single lane roundabout of at least 110' inscribed circle diameter could feasibly be installed with minimal impacts to Boys & Girls Club if it was offset to the NW corner of the intersection (see Figure 1 above). An offset layout would also allow the large power transmission pole to remain in place in the central island, avoiding significant utility relocation costs.

Note: Given the large undeveloped areas on three of the four corners of this intersection, the roundabout size may be increased up to 130' to accommodate large trucks if requested by the City and additional right-of-way can feasibly be acquired by the City. The additional construction costs of such will also need to be reviewed to ensure the roundabout stays within the City's budget.

A roundabout will require right-of-way acquisition, including partial acquisition of the property from the single-family residence on the SW corner of the intersection. It is understood that the right-of-way acquisition needed will be performed by the City and that Thompson Engineering

will only be providing survey sketches and legal descriptions typically required for such to be performed by the City.

Additionally, no utility relocations or utility design requirements are included in this scope of work. As further utility coordination is completed and actual impacts are identified, Thompson will provide an additional proposal to complete these services if needed and required by the affected utilities.

PROPOSED SCOPE OF WORK AND COMPENSATION

The proposed items of work include property surveying, geotechnical investigations and reporting, final roadway design and plans preparation, and NPDES Construction Stormwater Permitting.

A proposal for construction administration services, including construction bidding assistance and CEI/CMT will be provided after the final design and construction package is completed. The scope and fee of this work will depend on the construction schedule and other factors not seen at the time of this proposal.

See Exhibit A under attached Agreement for scope and fees.

WORK SCHEDULE

Services shall commence immediately upon receipt of authorization to proceed from the City.

- Data collection services are anticipated to begin within approximately 4 weeks of NTP and take approximately 4-6 weeks to complete.
- Design engineering services are anticipated to begin immediately after NTP and are anticipated to be completed within 6-9 months, assuming no major design changes are requested by the City and no other major constraints are discovered.

Upon acceptance, please sign and return the attached Agreement. Thank you for the opportunity to submit this proposal and we look forward to working with you!

Sincerely,
THOMPSON ENGINEERING, INC.



Charles Weber, P.E.
Senior Project Manager, Team Leader – Baldwin

Enclosures



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”). 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 services as are described in this contract and as described in **Exhibit A** (the “Work”).

2. 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 which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice 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. 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.

In the event this agreement is terminated before the completion of all services, unless **Thompson Engineering** is responsible for such termination, Client agrees to release **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 paragraph 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** usual and customary billing rates. 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, **Thompson Engineering** shall be reimbursed 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

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities 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) services are included in the scope of work, **Thompson Engineering** is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, 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 these 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

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. 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 the obligations of the parties under this Agreement, the prevailing party 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 that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time 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 the work by **Thompson Engineering**, such that the total aggregate liability of **Thompson Engineering** to the 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 services or its acts, errors and omissions.

As used in this article 9, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of the same.

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 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 attorneys 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, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of the same.

12. Assigns

Neither the Client nor **Thompson Engineering** may delegate, assign sublet or transfer his 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 based upon information furnished by others or estimates made in the field by **Thompson Engineering's** representatives. 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. Omitted

16. Omitted

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 agrees to advise **Thompson Engineering**, prior to beginning work, of any hazardous substance on or near the site. 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 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 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. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's 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 shall 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

This agreement shall be governed by the laws of the State of Alabama and the United States.

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's 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, either 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.

Proposal No: 23-2121-0037-C Michigan Ave at Cedar St Roundabout Design

Terms Lump Sum Fee: \$156,500.00

Approved and Authorized by:

(Client)

Thompson Engineering, Inc.

By: _____

By: Charles Weber 

As Its: _____

As Its: Senior Project Manager – Baldwin Team

Date: _____

Date: January 26, 2024

Address: _____

Address: 4830 Main Street, Suite G-212

Orange Beach, AL 36561

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

Charles Weber
cweber@thompsonengineering.com
(251) 378-6190 office
(251) 752-2073 cell

EXHIBIT A
DETAILED DESCRIPTION OF SCOPE OF SERVICES AND ASSOCIATED FEES AND COSTS

SCOPE OF SERVICES

Reference is made to the proposal cover letter dated January 26th which provides additional background and context for this Scope of Work.

Generally, the scope of services shall consist of providing property surveying, geotechnical investigations and reporting, final roadway design and plans preparation for a single-lane roundabout needed on Michigan Ave at Cedar St. The proposed improvements include connections to existing sidewalks on Cedar St and Michigan Ave.

Property Surveying Services

We will also perform surveying services needed to provide up to three (3) tract sketches and legal descriptions to the City for right-of-way acquisition and/or easements needed at Heritage Landing, South Pointe Homes, and other affected property owners.

Geotechnical Investigations and Reporting

We will perform geotechnical investigations and provide recommendations for the roadway improvements, including pavement build-up recommendations, as follows:

- Perform pavement condition surveys on Michigan Avenue and Cedar Street to assess the performance of the in-place pavement.
- Perform up to eight (8) subsurface borings with hand auger to a maximum depth of 5-ft. within areas of the planned roundabout. Perform dynamic cone penetrometer tests at each boring location to obtain in-situ CBR values.
- Obtain four (4) asphalt cores within areas of the proposed widening and overlay to verify the existing pavement buildup.
- Classify and stratify the various subsurface soil strata encountered in the soil borings and perform limited laboratory soil testing as needed in support of such.
- Prepare a Materials Report, which summarizes the field exploration, laboratory testing, engineering evaluations, technical discussions, and engineering recommendations in support of the roadway widening.

We will create an Alabama 811 Utility Locate Request to locate any utilities in the area prior to our field activities. We have assumed that the work area is truck accessible and that Thompson personnel and equipment will be granted right of entry. We have included estimated costs for anticipated traffic control.

The specific scope of geotechnical work presented above is for the proposed improvements at the time of this proposal. If additional geotechnical testing and engineering services are subsequently brought to our attention, our office will address them as requested. However, such items should not be considered part of the scope of work, or the compensation presented in this proposal.

Roadway Plans and Specifications

We will prepare roadway plans and specifications needed for the construction of the project as follows:

Final Roadway Design and Plans and Specifications

- Prepare and review preliminary plans with the City to get acceptance of an approved layout
- Address comments and issues arising from the preliminary plans and prepare final construction plans for review by the City, including:
 - Title Sheet
 - Index Sheets
 - Plans Legend
 - Geometric Layout Sheets
 - General Notes Sheets
 - Typical Sections and Special Detail Sheets
 - Quantity Sheets
 - Plan/Profile Sheets
 - Paving Layout Sheets
 - Signing and Striping Layout Sheets
 - Drainage Sections
 - Erosion Control Plans
 - Traffic Control Plans
 - Special Project Details
 - Cross Sections
- Prepare an Engineer's Cost Estimate
- Prepare project specifications required for construction
- Submit final plans and specifications to the City for final review and construction by the City
 - Resolve comments and issues arising from review of final construction plans

The roadway section and drainage structures will be designed and detailed to meet requirements set forth by the City and based on the geotechnical assessment of the site.

EXCLUSIONS: This scope of work does not include any utility relocation or lighting design.

NPDES Construction Stormwater Permitting

Given the expected soil disturbance area for widening and curve corrections, a NPDES notice of intent (NOI) will be required to be filed with the Alabama Department of Environmental Management (ADEM) prior to construction. We will assist the City in preparing and applying for the appropriate ADEM construction stormwater permit.

The fees included in this agreement do not include the required ADEM permit application fees and the City will be responsible for paying these fees separately.

COMPENSATION

Thompson will provide the professional services described above on a Lump Sum Basis as summarized below. Additional services desired by the City that are not stated herein or attached hereto shall entitle Thompson to mutually-agreed upon additional compensation and will not be undertaken without prior approval from the City.

<u>Professional Services</u>	<u>Sub-Totals</u>
Property Surveying	\$ 3,500.00
Geotechnical Investigations and Reporting	\$ 24,500.00
Roadway Plans and Specifications	\$124,000.00
NPDES Construction Stormwater Permitting	\$ 4,500.00
TOTAL "LUMP SUM" FEE =	\$156,500.00

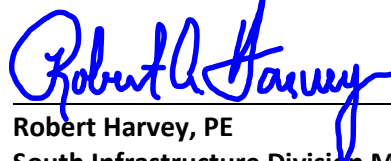
NOTE: Construction administration services, to include Construction Bidding and CEI/CMT will be negotiated on a Time and Materials Basis after design is completed, a construction schedule is finalized, and the City is ready to advertise the project for construction bids.

Scope and Fee Prepared by:



Charles Weber, PE
Sr. Project Manager – Baldwin Team

Scope and Fee Reviewed by:



Robert Harvey, PE
South Infrastructure Division Manager