

January 24, 2022

City of Foley
ATTN: Chad Christian, P.E., City Engineer
P.O. Box 1750
Foley, AL 36536

RE: Proposal for Professional Services

Foley Beach Express Safety Widening and Resurfacing

The City is ready to proceed with implementing the next phase of the roadside safety improvements that have been awarded funding through the Alabama Department of Transportation's (ALDOT) Highway Safety Improvement Program (HSIP). In addition to the safety widening, the pavement maintenance schedule for the existing route is such that the route also needs to be resurfaced. To seek better construction pricing and to limit the overall impacts of construction zone traffic to the travelling public, the City desires to combine these projects into one.

This proposal is for both the design and construction engineering needed to complete this essential maintenance and improvement project for this route. Thompson Engineering is pleased 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

Our understanding of the project is the City is ready to design and construct the proposed safety widening and resurfacing on Foley Beach Express from south of CR-12 to SR-59. We understand the safety widening is funded in part by a federal grant program and the resurfacing is being funded by the City with possible participation by ALDOT for additional funding.

The federally-funded project is being administered by ALDOT through a funding agreement with the City acting as a Local Public Agency (LPA). Thompson Engineering is an ALDOT pre-qualified on-call consultant and is prepared to meet the requirements of this project.

PROPOSED SCOPE OF WORK AND COMPENSATION

The proposed items of work include topographic surveying, geotechnical testing, pavement condition survey, pavement thickness assessment, pavement design recommendations, roadway plans and specifications, ADEM construction stormwater permitting, construction

bidding assistance, construction engineering and inspection, construction materials testing, and project closeout.

The scope of work for the resurfacing has been prepared in accordance with applicable sections of the ALDOT Testing Manual, ALDOT Procedures, and ALDOT Guidelines for Operation for projects of this nature and size. A pavement condition survey will be prepared to evaluate existing pavement conditions and to provide recommendations for rehabilitation, if any, needed to ensure long-term pavement maintenance and preservation of the Foley Beach Express is considered with the resurfacing project.

See Exhibit A under attached Agreement for scope and fee.

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 1-2 months to complete.
- Design engineering services are anticipated to begin after the data collection services are complete and take approximately 2-3 months to complete.
- Construction engineering services will proceed according to the schedule allowed by the City and ALDOT (if applicable) authorization to proceed with the construction project.

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 Engineer/Branch Manager

Enclosures



ENGINEERING



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**

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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

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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.

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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.

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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

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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: | | 22-2121-0003-Foley Beach Express Safety Widening and Resurfacing | | | | | | | |
|-----------------------------|--------|--|----------------------------|---------|-------------------------------|--|--|--|--|
| Terms | Estima | ated Fee \$621,500.00 | | | | | | | |
| Approved and Authorized by: | | | | | | | | | |
| (Client) | | nt) | Thompson Engineering, Inc. | | | | | | |
| | (Circ | nic) | | | | | | | |
| By: | | | By: | | | | | | |
| As Its: | | | As Its: | | | | | | |
| Date: | | | Date: | | | | | | |
| | | | | | | | | | |
| Address: | | | Ad | ldress: | 4751 Main Street, Suite F-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

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

SCOPE OF SERVICES

Generally, the scope of services shall consist of providing surveying, geotechnical assessments (including investigations, pavement condition survey, pavement thickness assessment, pavement design recommendations), roadway plans and specifications, ADEM construction stormwater permitting, construction bidding assistance, construction engineering and inspection, construction materials testing, and project closeout.

The scope of work for the resurfacing has been prepared in accordance with applicable sections of the ALDOT Testing Manual, ALDOT Procedures, and ALDOT Guidelines for Operation for projects of this nature and size. A pavement condition report will be prepared to evaluate existing pavement conditions and to provide recommendations for rehabilitation, if any, needed to ensure long-term pavement maintenance and preservation of the Foley Beach Express is considered with the resurfacing project.

Surveying

We will perform surveying services needed to gather existing pavement cross slopes, existing shoulder widths, full width cross sections through curves requiring superelevation corrections and other topographic elements needed to prepare roadway plans to widen and resurface the Foley Beach Express to acceptable standards for this route.

The specific survey tasks proposed are as follows:

- Perform control survey to establish horizontal and vertical control points
- Stakeout centerline alignment at 500' intervals, including PC's, PT's and 100' in curves
- Gather existing pavement cross slopes at 500' intervals, including PC's, PT's and 100' in curves
- Gather topographic cross-sections in curves requiring superelevation corrections
- DELIVERABLES: Control points, centerline stakeout, survey sketches and electronic copies of survey data.
- EXCLUSIONS: This scope of work does not include performing topographic survey along the full length of the route, gathering existing utility information, or existing right-of-way surveys.

Geotechnical Assessments

We will perform or secure a geotechnical engineering and materials testing sub-consultant to perform geotechnical explorations and engineering associated with providing recommendations for the pavement design and site preparation for the project as follows:

- A geotechnical engineer may visit the project site to perform site reconnaissance, layout the boring locations, and coordinate the field activities.
- Mobilize subsurface drilling equipment to perform 88 soil test borings along the planned roadway.
 The soil borings will extend to a maximum depth of 6 feet below current site grades. Samples will
 be taken continuously from the ground surface to a depth of 6 feet. Soils will be sampled using
 standard penetration test (SPT) protocols in accordance with ASTM D1586.
- At-time-of-drilling and 24-hr. groundwater levels will be recorded when encountered in the boreholes.
- The recovered soil samples will be placed in sealed containers and transported to our geotechnical laboratory. An experienced geotechnical engineer will visually classify all the recovered soil

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samples and stratify the borings. Records of Test Borings will be prepared to summarize the data collected. Samples will be retained in storage for 90 days after the date of geotechnical report publication.

- Conduct a limited laboratory testing program of recovered soil samples obtained from select soil tests. The laboratory testing may include grain size distribution, moisture content, and Atterberg Limits tests. The type and quantity of tests will be selected by the Geotechnical Engineer following visual examination of all the recovered soil specimens.
- Prepare a Geotechnical Engineering Report that summarizes the subsurface exploration activities
 and the laboratory testing program as well as provides engineering evaluations, technical
 discussions, and engineering recommendations for site preparation as well as pavement design.
 The geotechnical report will address the project Objectives as described above. The following
 information will be included in the report:
 - o Boring Location Plan
 - Boring Logs with Soil Stratigraphy
 - o Discussion of Groundwater and Impact on Construction
 - Discussion of Soil Stratigraphy and Soil Parameters
 - Site Preparation Recommendations
 - Shoulder Build-up Recommendations
- Pavement Condition Survey
 - Conduct a distress survey to evaluate pavement conditions according to ALDOT, AASHTO and FHWA guidance
 - o Perform a visual inspection of all four travel lanes by inspecting a 200' section of pavement for every lane mile of roadway for an approximately 34.4 lane miles of roadway
 - o Extract pavement cores for each section of pavement visually inspected
 - Prepare a summary report of the pavement condition survey and provide additional recommendations for rehabilitation, if any
- Pavement Thickness Assessment
 - Conduct a GPR pavement thickness investigation of all four travel lanes for an approximately 34.4 lane miles of pavement
 - o Extract pavement cores needed for GPR layer thickness calibration
 - o Collect one longitudinal GPR profile in the center of each travel lane
 - Prepare a summary report of findings, including GPR layer thickness measurements provided in graphical, tabulated and KML file formats
- DELIVERABLES: Geotechnical Engineering Report, Pavement Condition Summary Report, Pavement Thickness Summary Report.
- EXCLUSIONS: This scope of work does not include performing falling weight deflectometer testing.

All field exploration and testing shall be done in accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. This work will meet the requirements of the ALDOT Bureau of Materials and Tests Procedure 390 as it relates to a project of this nature.

The specific scope of geotechnical work presented above are 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.

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Roadway Plans and Specifications

Preliminary Roadway Design and Cost Estimate

We will perform preliminary engineering design services as follows:

- Gather and review existing data along the project corridor to determine local site constraints and available site-specific data
- Coordinate and meet with the City to determine appropriate roadway and drainage design criteria for the development of final plans for construction, including need for any curve corrections and pavement rehabilitation
- Prepare preliminary construction plans and preliminary cost estimates for review by the City and the Alabama Department of Transportation (ALDOT), if applicable

Final Roadway Design and Plans and Specifications

We will perform final engineering design services as follows:

- Address comments and issues arising from the preliminary plans and prepare final construction plans for review by the City and ALDOT, if applicable, including:
 - o Title Sheet
 - Index Sheets
 - o Plans Legend
 - General Notes Sheets
 - Typical Sections and Special Detail Sheets
 - Quantity Sheets
 - Plan/Profile Sheets
 - Paving Layout Sheets
 - Signing and Striping Layout Sheets
 - Drainage Sections (if needed)
 - Erosion Control Plans
 - Traffic Control Plans
 - Cross Sections
- Prepare an Engineer's Cost Estimate
- Resolve comments and issues arising from final construction plans
- Prepare a Construction Best Management Practices Plan (CBMPP)
- Prepare project specifications required for construction
- Submit final plans and specifications to the City and ALDOT, if applicable, for final review and construction by the City

Construction Bidding Services

We will perform construction bidding services to assist the City as follows:

- Assist the City in preparing contract documents for a complete bid package for the project to be let by the City
- Assist the City with the bidding process and selection of a contractor

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)

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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.

Construction Engineering and Inspection (CE&I)/Construction Materials Testing (CMT) Services

We will perform construction engineering and inspection services as follows:

- Assist the City in hosting a pre-construction conference with the contractor, sub-contractors,
 ALDOT representatives, and any other required parties
- Perform routine field monitoring and inspections, as defined in the single project agreement general terms and conditions
- Certify monthly pay estimates for work completed by the contractor
- Assist the City in holding a final inspection
- Prepare and provide final estimate and close-out documentation to the City, including "As-Built" plans

We will perform or secure a geotechnical engineering and materials testing sub-consultant to perform services as follows:

- Assist the City in reviewing contractor submittals for construction materials
- Perform routine evaluation and testing for quality control on soils, asphalt, and other construction materials to ensure the project is constructed in accordance with the plans and specifications

| Project | Estimated Working Days | Estimated Construction Cost | Estimated CE&I/CMT Fee | % |
|----------|---------------------------|-----------------------------|------------------------|-----|
| Base Bid | 150 | \$4,665,000.00 | \$420,000.00 | 9.0 |

Please note that our technician's time and mileage will begin upon leaving our office in Mobile, AL or from the technician's home, whichever is less, and will end upon return. We will make a concentrated effort to utilize personnel that are located as closely to the project as practical.

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COMPENSATION

Thompson will provide the professional services described above on either a Lump Sum or a Time and Materials Basis as summarized below and in accordance with our Standard Fee Schedule. The fee for CE&I and CMT services is proposed on a Time and Materials Basis and is estimated based on the number of working days. If the actual number of working days is decreased or increased, whether charged to the contractor or not, our fee will be adjusted accordingly.

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.

| Professional Services | Sub-Totals |
|--|-------------------|
| Surveying | \$ 32,000.00^ |
| Geotechnical Assessments | |
| Materials Report | \$ 45,000.00^ |
| Pavement Condition Survey | \$ 38,500.00^ |
| Pavement Thickness Assessment | \$ 13,500.00^ |
| Roadway Plans and Specifications | \$ 65,500.00^ |
| Construction Bidding Services | \$ 2,500.00^ |
| NPDES Construction Stormwater Permitting | \$ 4,500.00^ |
| CEI/CMT | \$420,000.00* |
| TOTAL ESTIMATED FEE = | \$621.500.00 |

[^]LUMP SUM

Scope and Fee Prepared by:

Charles Weber, PE

Ihan Kax

Scope and Fee Reviewed by:

Chris LaFroscia, PE

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^{*}TIME & MATERIALS