



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**  
Grant Assistance – Various Projects

The City continues to experience record growth, and with that record budgets are needed to meet the needs of the growing community. The City has many programs, departments and facilities needing expansion, and recognizes an opportunity to offset expenditures on upcoming priority capital improvement projects by seeking additional funding through various grant programs applicable to such projects.

This proposal is for professional services to assist the City with grant writing and evaluation of potential funding opportunities for priority capital improvement projects. 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 engaging with multiple consultants to assist the City's grants staff, department staff, and city administrator to research and identify various grant programs applicable to City projects.

Given prior experience with key staff at Thompson Engineering to successfully assist the City in applying for and receiving transportation grants, the City is interested in engaging Thompson to further leverage its relationships and seek additional funding opportunities.

#### **PROPOSED SCOPE OF WORK AND COMPENSATION**

The proposed items of work shall consist of grants assistance services for the City's priority capital improvement projects and shall be performed on a time and materials basis for each project or grant opportunity identified by the City.

See Exhibit A under attached Agreement for detailed scope and fee.

4751 Main Street, Ste. F-212  
Orange Beach, AL 36561  
251.378.6190 ph. / 251.666.6422 fax  
[www.thompsonengineering.com](http://www.thompsonengineering.com)

A THOMPSON HOLDINGS, INC. COMPANY

## **WORK SCHEDULE**

Services for each project or grant opportunity can generally be expected to commence according to a schedule set by applicable grant program deadlines.

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



# 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:** 22-2121-0001 City of Foley – Grants Assistance

**Terms** Cost-Plus Fee, Not to Exceed \$25,000.00

### Approved and Authorized by:

|                   |               | <b>Thompson Engineering, Inc.</b> |                               |
|-------------------|---------------|-----------------------------------|-------------------------------|
| _____<br>(Client) |               |                                   |                               |
| By: _____         | By: _____     |                                   |                               |
| As Its: _____     | As Its: _____ |                                   |                               |
| Date: _____       | Date: _____   |                                   |                               |
| Address: _____    |               | Address:                          | 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

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

**SCOPE OF SERVICES**

Generally, the scope of services shall consist of grants assistance services for the City's priority capital improvement projects and shall be performed on a time and materials basis for each project or grant opportunity identified by the City.

**Grants Assistance**

Thompson will work closely with the City's grants staff, department staff, and city administrator to research and identify various grant programs applicable to City projects; and assist City staff with grant applications as needed to develop technical and supporting documentation required.

Thompson will utilize its knowledge of applicable grant opportunities, and its working relationships with state and federal agencies and partner organizations, to assist the City in applying for various grant programs and responding to requests as required.

The specific grants assistance services proposed are as follows, on a project-by-project basis:

- Research applicable grant programs
- Assist in prioritizing capital improvement projects based on available funding
- Assist in the planning and preparation of grant proposals in coordination with the City
- Assist in developing technical and supporting documentation, including maps, drawings, figures, cost estimates, etc. as required
- Provide advise and guidance to City staff on grant applications, policies, regulations, and procedures
- Provide additional support, as needed
  - Such support may include performing preliminary studies needed to gather technical information relevant to and required by some grants (i.e. preliminary engineering analyses, benefit-cost analyses, surveys, etc.)
- Coordinate with appropriate partners and/or grantors to assist the City in applying for and responding to requests for additional information

This scope of work does not include post-award administration of any grants awarded to the City.

## COMPENSATION

Thompson will provide the professional services described above at a Time and Materials Basis as summarized below and in accordance with our Standard Fee Schedule. 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

Grants Assistance

### Sub-Total Fee

\$ 25,000.00

**TOTAL ESTIMATED FEE PROPOSAL      =      \$ 25,000.00**

Scope and Fee Prepared by:



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Charles Weber, P.E.

Scope and Fee Reviewed by:



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Stephen M. O'Hearn, P.G., LEED AP