



May 25, 2023

City of Foley

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

P.O. Box 1750

Foley, AL 36536

RE: Proposal for Professional Services
Michigan at Hickory Intersection Design

After evaluating intersection design alternatives and determining a feasible layout for improvements needed at the intersection of Michigan Avenue at Hickory Street, the City is ready to proceed with the final design and plans needed to construct the project.

This proposal is for additional surveying, geotechnical investigations and reporting, final roadway/traffic signal design and plans preparation for intersection improvements needed to provide turn lanes on all approaches and replace the existing span wire signals with new mast arm signals. 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 needs the design to be completed this year to construct the project next year. Initially, the City considered replacing the existing signalized intersection with a roundabout. However, after analyzing future traffic conditions, it was determined that a single-lane roundabout would function poorly in future conditions and a multi-lane roundabout would be needed. Multi-lane roundabouts are more complex to drivers than single-lane roundabouts, so the City opted to improve the existing intersection by adding turn lanes and upgrading signals to mast arms for sustainability in major storms with high winds.

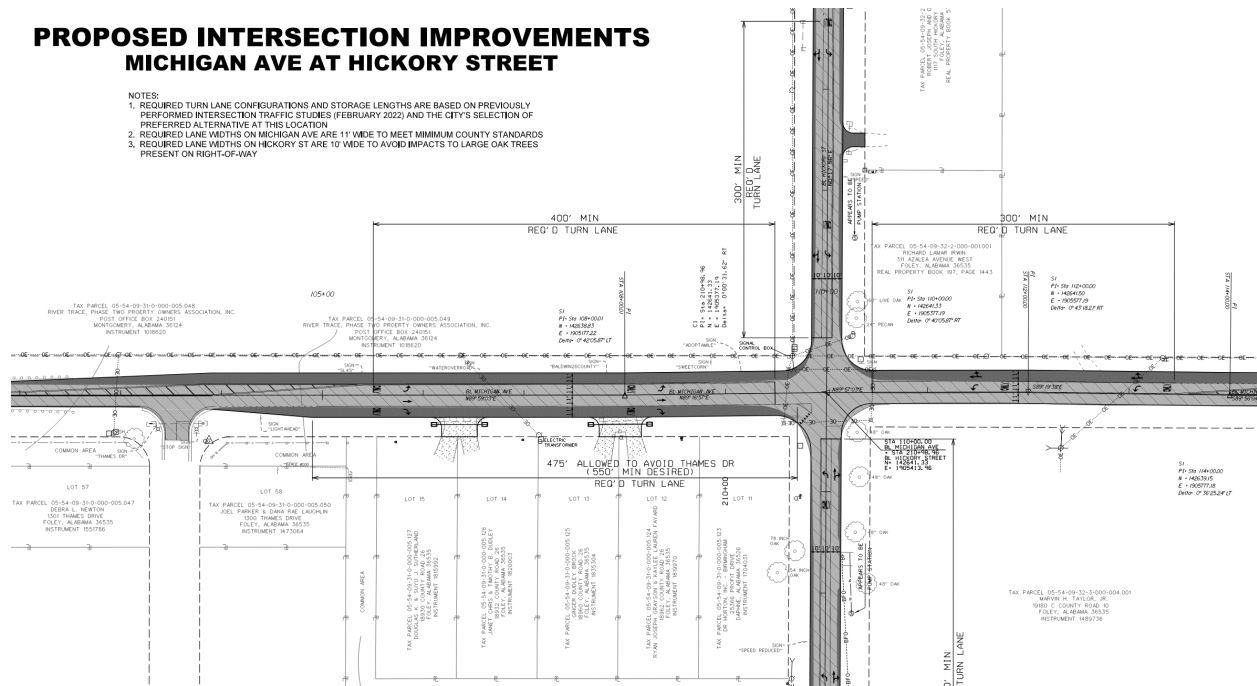


Figure 1 Heritage Oak Tree on Michigan Ave

4830 Main Street, Ste. G-212
Orange Beach, AL 36561
251.378.6190 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

The City determined a preferred layout would need to provide for all new left turn lanes on all approaches and new right turn lanes on Michigan Ave for the eastbound travel direction and Hickory St for the northbound travel direction. Topographic survey and 30% design were recently completed to determine the maximum number of turn lanes that would be feasible considering existing constraints at the intersection. The intersection is spatially constrained by heritage oaks that exist on both sides of Michigan Ave to the south and a large overhead power transmission pole located on the NW corner. After completing the 30% design, it was further determined that the right turn lane on Michigan Ave would be feasible; however, the right turn lane on Hickory would not be feasible without removing 2-3 large oak trees on the SE corner of the intersection.



Additionally, there is a new subdivision (River Oaks) that will construct center turn lanes to create 3-lane sections on Hickory St and Michigan Ave near this intersection. Due to their proximity to this intersection, the City has also determined that the final design will need to maintain the same 3-lane section south on Hickory St to the recently constructed subdivision entrance at Coben Dr, and east on Michigan Ave to the future subdivision entrance at Fenton Circle.

PROPOSED SCOPE OF WORK AND COMPENSATION

The proposed items of work include additional surveying, geotechnical investigations and reporting, final roadway/traffic signal design and plans preparation for intersection improvements needed to provide turn lanes on all approaches and replace the existing span wire signals with new mast arm signals.

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 4-6 weeks to complete.
- Design engineering services are anticipated to begin immediately after NTP and be completed as soon 2-3 months, but no later than the end of 2023 assuming no major design changes are requested by either the City or County 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 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: 23-2121-0010 Michigan Ave at Hickory St Intersection Design

Terms Lump Sum Fee \$88,700.00

Approved and Authorized by:

<hr/>		Thompson Engineering, Inc.	
(Client)			
By: <hr/>	By: <hr/>	Charles Weber	
As Its: <hr/>	As Its: <hr/>	Senior Engineer	
Date: <hr/>	Date: <hr/>	May 25, 2023	
Address: <hr/>		Address: <hr/>	
<hr/>		4830 Main Street, Suite G-212	
<hr/>		<hr/>	
		Orange Beach, AL 36561	
		<hr/>	

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 providing additional surveying, geotechnical investigations and reporting, final roadway/traffic signal design and plans preparation for intersection improvements needed on Michigan Ave at Hickory St. The proposed improvements include widening needed for turn lanes on all approaches and replacement of existing signals with new mast arm signals.

Additional Surveying Services

We will perform surveying services needed to gather additional topographic data on Hickory St for the new turn lane that was recently constructed for the River Oaks Subdivision at Coben Dr, as follows:

- Topographic survey of Hickory St within right-of-way for the length of the recently constructed turn lane

Geotechnical Assessments

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 Hickory Street to assess the performance of the in-place pavement.
- Perform nine (9) subsurface borings with hand auger to a maximum depth of 5-ft. within areas of planned widening for the addition of right-turn lanes. 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 also perform geotechnical investigations and reporting for traffic signal pole foundations as follows:

- Perform two (2) subsurface borings to a depth of 30-ft. within the area of traffic signal poles.
- 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 Traffic Signal Foundation Report, which summarizes the field exploration and laboratory testing and includes generalized soil parameters to be utilized in the evaluation and design of the traffic signal pole foundations.

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 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.

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

- Review preliminary plans with the City and County to get acceptance of an approved layout for construction by the County
- Address comments and issues arising from the preliminary plans and prepare final construction plans for review by the City and County, including:
 - Title Sheet
 - Index Sheets
 - Plans Legend
 - Traffic Signal & ITS Legend
 - Geometric Layout Sheets
 - General Notes Sheets
 - Traffic Signal Notes Sheet
 - Typical Sections and Special Detail Sheets
 - Quantity Sheets
 - Plan/Profile Sheets
 - Paving Layout Sheets
 - Signing and Striping Layout Sheets
 - Traffic Signal Plan Sheets
 - Removal Plan Sheets
 - Traffic Signal Layout Sheets
 - Traffic Signal Operating Plan Sheets
 - Drainage Sections
 - Erosion Control Plans
 - Traffic Control Plans
 - Special Details
 - Cross Sections
- Prepare an Engineer's Cost Estimate
- Prepare project specifications required for construction
- Submit final plans and specifications to the City and County, where applicable, for final review and construction by the City or County
 - 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 County, where applicable, and based on the geotechnical assessment of the site.

EXCLUSIONS: This scope of work does not include any utility relocation, signal pole or foundation design.

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.

Professional Services

Additional Surveying

Geotechnical Investigations and Reporting

Roadway Plans and Specifications

Sub-Totals

\$ 4,500.00

\$ 18,700.00

\$ 65,500.00

TOTAL "LUMP SUM" FEE =

\$ 88,700.00

Scope and Fee Prepared by:



Charles Weber, PE