



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/22/2025

File ID: TMP-5521

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and The Ferguson Group, L.L.C., for Grant Writing Services for Resolute Way Interchange, Phase 1, Project No. 71-25-SP15.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524000-BUDGET01

City Cost Amount: \$28,750.00

Total Cost: \$28,750.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Contract with The Ferguson Group for grant writing services for 2025 Defense Community Infrastructure Program (DCIP) application for Resolute Way, Phase 1.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and The Ferguson Group, L.L.C., for Grant Writing Services for Resolute Way Interchange, Phase 1, Project No. 71-25-SP15, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and The Ferguson Group, L.L.C., for Grant Writing Services for Resolute Way Interchange, Phase 1, Project No. 71-25-SP15," consisting of a total of eleven (11) pages including Attachment "A", and the date of May 22, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of May, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of May, 2025.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND THE
FERGUSON GROUP, LLC FOR
GRANT WRITING SERVICES**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT FOR GRANT WRITING SERVICES

This Agreement is made this 22nd day of May, 2025, by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the “City”) and The Ferguson Group, LLC, a limited liability company organized and existing under the laws of the District of Columbia (hereinafter referred to as “Consultant”) for grant writing services. The City and Consultant hereby agree as follows:

RECITALS

WHEREAS, the City desires to complete a grant application for Phase I of the Resolute Way Interchange Project, which includes a new access point along Interstate 565 at Madison Boulevard (Exit 13) for direct access to Redstone Gateway and Redstone Arsenal towards Gate 9 to improve safety and congestion within the area; and

WHEREAS, the City desires to obtain a grant through the Department of Defense (DOD) – FY 2025 Defense Community Infrastructure Program (DCIP) for the said infrastructure project; and

WHEREAS, Consultant is uniquely qualified in writing federal transportation grant applications and has worked with the City on previous grant-writing projects; and

WHEREAS, the City desires to retain Consultant under the terms and conditions set forth herein to assist with professional grant writing services for the Department of Defense (DOD) – FY 2025 Defense Community Infrastructure Program (DCIP) grant.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. **Scope of Work:** Consultant hereby agrees to provide the following services to the City of Huntsville:

President of the City Council of the City
of Huntsville, AL
Date: May 22, 2025

The consultant will provide all grant writing services required for the City to submit a Department of Defense (DOD) – FY 2025 Defense Community Infrastructure Program (DCIP) grant for the Resolute Way, Phase I, project described herein. The work will be performed and deliverables produced as described in more detail in Consultant’s proposal dated May 2, 2025 (the “Proposal”), attached hereto and incorporated herein by reference as Exhibit “A”.

2. **Period of Performance and Schedule:** The FY 2025 Defense Community Infrastructure Program (DCIP) grant for which Consultant is engaged has a submittal deadline of August 31, 2025 or the date of grant submittal whichever is later. Consultant will complete all tasks necessary for the City to submit its grant application by the deadline.

3. **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to Consultant for the work performed pursuant to the Scope of Work the total amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$28,750.00). Consultant shall invoice the City upon the completion of the Work. The City shall pay Consultant within thirty (30) days from the date of receipt of the invoice from consultant. Reimbursable expenses such as in-town travel, long-distance telephone charges, facsimile, document reproduction, overnight delivery and in-town are included in the contract price. Out-of-town travel expenses must be approved in advance by the City and are not included within the contract price.

4. **Consultant Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that Consultant and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Consultant shall have no authority to obligate the City to any indebtedness or other obligation.

5. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission (“E-mail”) in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City Of Huntsville
Attention: Whitney Gentry
P.O. Box 308
Huntsville, Alabama 35804
whitney.gentry@huntsvilleal.gov
256-427-5432

The Ferguson Group, LLC

Attention: Kristen H. Long
1901 Pennsylvania Avenue, NW
Suite 700
Washington, DC 20006

6. **Entire Agreement:** The contract between the City and Consultant consists of this written Agreement (including any exhibits) and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and Consultant with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Consultant.

7. **Order of Preference of Contract Documents.** In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) the Proposal submitted by Consultant.

8. **No Privity of Contract with Third Parties:** Nothing contained in this Contract shall create, or be interpreted to create privity or any other contractual agreement between the City and person or entity other than Consultant.

9. **No Waiver Clause:** The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and Consultant's obligations for future performance of such shall continue in effect.

10. **EQUAL PARTICIPATION OF PARTIES.** Both parties to this Agreement have participated fully and equally in its negotiation and preparation. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

11. **Insurance and Indemnification Requirements:** Consultant shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. Consultant shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 3,000,000 General Aggregate Limit

\$ 1,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 100,000 Per Claim - Land Surveyors
\$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease
\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Consultant for products used by and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, agents or specified volunteers shall be excess of Consultant's insurance and shall not contribute to it.

c. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Consultant is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder, and Consultant shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR CONSULTANT:

Consultant shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees,

arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Consultant or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

Consultant agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Consultant or any subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Nothing contained in this agreement shall make Consultant responsible to the City for any claims, suits or expenses arising out of the negligent, intentional, reckless, or wrongful acts of the City or its agents.

H. Intellectual Property Rights:

Consultant agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Consultant pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Consultant, and granting Consultant the sole right to defend such claim. In the event of any infringement or claimed infringement, Consultant shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

12. **Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

13. **Assignment by Consultant.** Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and Consultant, respectively, bind themselves, their

successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

14. **No Third Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

15. **Use of Subcontractors.** Consultant shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Consultant of any responsibility for performing this contract.

16. **Non-Discrimination.** In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

17. **Miscellaneous Provisions.**

A. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

B. When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning within the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

C. The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

D. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

E. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

F. Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

G. The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

THE FERGUSON GROUP, LLC

Attest:

By : _____
Its: _____

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

Shaundrika Edwards
Its: City Clerk

By: _____
Tommy Battle
Its: Mayor



May 2, 2025

Thomas "Tommy" Battle, Jr., Mayor
City of Huntsville
305 Fountain Circle
Huntsville, AL 35801

Re: TFG Grant Writing Services – City of Huntsville – FY 2025 Defense Community Infrastructure Program
Redstone Arsenal Resolute Way Phase I

Dear Mayor Battle:

The Ferguson Group, LLC (TFG) welcomes the opportunity to provide grant writing services to the City of Huntsville (City). TFG's expert grant writers will partner with the City to prepare and submit a competitive grant application for the Redstone Arsenal Resolute Way Phase I Project under the Department of Defense (DOD) - FY 2025 Defense Community Infrastructure Program (DCIP). The funding agency has not yet published the submission due date, however, has encouraged applicants to begin preparing applications now. TFG will ensure the application (and all supporting forms) is ready for submittal prior to the due date once established.

Scope of Work

TFG will work collaboratively with City staff and provide the following grant writing services:

- Pre-application project readiness
- Drafting all required grant application forms
- Drafting all required grant project narratives
- Preparing the grant budget and budget narrative
- Providing feedback and advice to ensure competitive submission
- Assistance with grant submission portals, as requested
- As needed, post-application support including, but not limited to, preparation of responses to questions from DOD, discussions with DOD, submission of additional information in support of the application, and, in the event of an award, negotiations with DOD prior to a grant agreement

Successfully securing competitive grants is a team activity and requires communication, collaboration, and information sharing between City personnel and the TFG grant team. To support the grant writing process, the City has the responsibility of furnishing all essential supporting documents and background information related to the proposed project. Additionally, the City will review and approve all requisite narratives, gather the necessary resolutions and community support letters (including a letter of support from the local installation commander), and submit the grant application through the required grant submission portal. The City will have access to all final documents prepared and submitted.

Terms of Agreement

The duration of this agreement will be from April 28, 2025 through the date of the announcement of awards or, in the case of an award, upon securing of the final grant agreement. TFG will provide all grant services outlined in this agreement to the City for a total fixed fee of \$28,750 as highlighted below.

After the grant application is submitted, if the City requires additional support based on DOD's review of the application, TFG is able to assist the City to ensure the application is complete. If the City's application is successful, TFG is available to assist the City in facilitating a successful negotiation with DOD and ensure compliance with all post-award requirements prior to contract finalization.

Schedule of Fees

Payment	Standard Fee	Date Due
Payment One Pre-Application Project Readiness	\$7,187.50	Upon contract execution
Payment Two Application Development	\$7,187.50	Upon posting of the grant solicitation
Payment Three Application Submission	\$14,375.00	Grant due date
Payment Four Post-Application Support	\$255/hr	Up to eight hours of post-application submission responses and/or support are included in the total fixed fee. Any hourly work required above eight hours will be pre-approved by the City in advance of initiating work and billed separately at a discounted rate.

In any instance where work must stop prior to application submission and after Payment Two has been received, the City will be billed for hours of work completed at the following rate: \$255/hr.

Expenses

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Division usually works electronically, if the City prefers an on-site meeting, travel time and estimated expenses will be billed in advance.

We are grateful for the opportunity to partner with the City and we look forward to a productive relationship. By signing this letter, the City agrees to all terms outlined in this agreement.

Sincerely,



W. Roger Gwinn
CEO