

Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project

ADCNR Grant #: S1P11-LHSP
RESTORE Act Spill Impact project titled "State Expenditure Plan #11

PROJECT No. BCP 0206916

ENGINEER:



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**STATE OF ALABAMA
BALDWIN COUNTY**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2022, by and between BALDWIN COUNTY, ALABAMA (hereinafter called the COUNTY), acting by and through its COUNTY COMMISSION, and **NEEL-SCHAFFER, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

COUNTY – Baldwin County, Alabama (Baldwin County Highway Department)

COUNTY COMMISSION – Baldwin County Commission, the governing body of Baldwin County, Alabama, the party of the first part of the Agreement.

COUNTY ENGINEER - That person designated by the COUNTY as COUNTY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the Baldwin County Highway Department and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **NEEL-SCHAFFER, INC.**

NOTICE TO PROCEED - A written notice to proceed issued by the County Engineer either for any phase set out in Section III or for requested additional services.

PRELIMINARY PROJECT COST ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – **Engineering/Environmental Services For The Lillian Park Beach Habitat and Shoreline Protection Project, Baldwin County Project No. BCP 0206916.** This CONTRACT is for Engineering/Environmental Services for the Lillian Park Beach Habitat and Shoreline Protection Project.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications

by the Alabama Department of Transportation
(<https://www.dot.state.al.us/conweb/specifications.html>)

II. STANDARDS

The COUNTY hereby retains the ENGINEER and the ENGINEER agrees to perform for the COUNTY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this project, will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the COUNTY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the COUNTY for review and administrative approval only.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibits D-H, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134 between ADCNR and the COUNTY, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Direct Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the ENGINEER, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The scope of work is to perform Engineering & Design Services for the Lillian Park Beach Habitat and Shoreline Protection Project and is divided into two tasks (Basic Services and Additional Services)

Services to be Rendered. ENGINEER is retained by the COUNTY as a professionally qualified contractor. The general scope of work for the services shall include all the terms and Conditions of "Request for Qualifications," the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services"

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the COUNTY ENGINEER to provide a status report and progress at each meeting. These meetings shall continue until all contracted obligations are met and the COUNTY is satisfied all work is complete.

The ENGINEER shall submit, in writing, for the COUNTY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The COUNTY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The COUNTY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. Engineering and Design (Basic Services)

1. General

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct biweekly meetings with the COUNTY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

The COUNTY will provide all existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting.

The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations. The detailed Engineering and Design Scope of Work shall be in accordance with Exhibit B.

As part of this scope of work, the ENGINEER will evaluate the performance of the selected alternative, develop forcing conditions to inform design, conduct coastal design calculations, and provide geometric design recommendations for proposed project features.

2. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, estimates of probable construction cost, construction contracts, bid documents, advertisements, and proposals. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities in the project area. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The COUNTY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with

the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the COUNTY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at stages of development as outlined below. COUNTY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the COUNTY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **Preliminary Design Submittal** (approximately 50% completion) shall be made **six (6) months** after NOTICE TO PROCEED. Review all documents provided by the COUNTY from the preliminary engineering. Identify any additional survey needs. An existing conditions/demolition plan sheets showing updated survey, plan and profile layout sheets, , typical sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, Preliminary Project Cost Estimate, and Preliminary Technical Specifications will be submitted. At this submittal, all utility conflicts should be identified.
 - (2) **Final Design Submittal** (100% completion) shall be made **four (4) months** After Preliminary Design. The Engineer shall review and address all comments provided by the COUNTY from the Preliminary Design Submittal and finalize the development of construction plans and specifications along with contract documents to successfully hold a competitive bid for the construction of the project.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the COUNTY immediately upon COUNTY's tender of payment of fees.
- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the **Title Sheet** of the plans.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the COUNTY. The COUNTY shall be provided at least two (2) 11x17 copies and one (1) full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in

connection with the use and occupancy of the project by the COUNTY for present and future needs. Any reuse will be at the COUNTY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the COUNTY all documents and records provided by the COUNTY and those produced, developed or used by the ENGINEER for this project.

- f. ENGINEER deliverables, as specifically provided in this Scope of Services, shall include, electronic/computer-aided design and drafting (CADD) files in a format acceptable by the COUNTY. Unless specifically directed otherwise by the COUNTY prior to execution of this CONTRACT, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the COUNTY. COUNTY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the COUNTY immediately upon COUNTY's tender of payment of fees.

3. Bidding Support Services

Upon approval of the bid package and if requested from the COUNTY by a NOTICE TO PROCEED, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the COUNTY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

- a. Assist the COUNTY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the COUNTY ENGINEER.
- b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
- c. The ENGINEER will assist the COUNTY in an electronic bidding process if necessary.
- d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the project should be indicated on this list.

- e. The current COUNTY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the COUNTY ENGINEER along with recommendation of the CONTRACTOR submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the COUNTY COMMISSION, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) copies to the COUNTY ENGINEER for execution by the COUNTY COMMISSION.
- h. The ENGINEER shall conduct a Pre-construction conference with the COUNTY staff, the CONTRACTOR, the testing firm, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

B. Data Collection and Permitting (Additional Services)

Data Collection and Environmental Permitting will be completed as necessary to perform Engineering and Design. The detailed Data Collection and Permitting Scope of Work shall be in accordance with Exhibit B.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The COUNTY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. The COUNTY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the COUNTY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The COUNTY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the COUNTY's convenience, due to events beyond the control of the COUNTY, or for any other reasons. After the COUNTY suspends the project for more than ninety (90)

consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The COUNTY and the ENGINEER each binds itself, its successors, and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the COUNTY nor the ENGINEER shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force starting April 30, 2022 and shall follow the subaward agreement until completion of the project period, which is October 30, 2023 unless otherwise amended. If the project period in the subaward agreement is extended, and the COUNTY deems necessary, the CONTRACT time may be extended by mutual agreement between the COUNTY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the COUNTY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Baldwin County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the COUNTY. All payments to the ENGINEER for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the COUNTY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by COUNTY of the deliverables listed in Section III, COUNTY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit B and as authorized by the COUNTY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. ENGINEER shall perform Engineering and Design Phase services through Coastal Bidding Support Services, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Coastal Engineering & Habitat Processes Study of this CONTRACT shall not exceed \$88,078.00 (Eighty-Eight Thousand Seventy-Eight Dollars and Zero Cents).

- b. ENGINEER shall perform Additional Services, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Coastal Engineering & Habitat Processes Study of this CONTRACT shall not exceed \$77,832.00 (Seventy-Seven Thousand Eight Hundred Thirty-Two Dollars and Zero Cents).
- c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to COUNTY for such failure. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the COUNTY, the COUNTY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the COUNTY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees to be paid the ENGINEER associated with the above mentioned PROJECT Design through Engineering and Design shall not exceed \$165,910.00 (One Hundred Sixty-Five Thousand Nine Hundred Ten Dollars and Zero Cents).

COUNTY or ENGINEER may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by ENGINEER has been affected by such change properly approved, ENGINEER's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: Contractor shall indemnify, defend and hold harmless COUNTY and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) to the extent arising from or in connection with CONTRACTOR's negligent performance under this CONTRACT, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. INSURANCE: For the duration of this CONTRACT, ENGINEER shall maintain the following minimum amounts for each Project:

ENGINEER shall name Baldwin County as an additional insured.

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per occurrence.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of Baldwin County.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of Baldwin County.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name Baldwin County as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by Baldwin County.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to Baldwin County.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to Baldwin County, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to Baldwin County.

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Baldwin County Commission policies, which requires, inter alia, that all contractors performing work for Baldwin County not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

IN WITNESS WHERE OF, Neel-Schaffer, Inc., a corporation,
has caused its name to be signed hereto by John Murphy, Jr., its Engineer Manager
Vice-President, and by Kirby Latham, its Secretary, both duly
authorized in full to bind the corporation, and the Baldwin County Commission, a municipal corporation,
has caused this instrument to be executed by its Commissioner and attested by its Commissioner on the
day and year first above written.

Baldwin County Commission

By: 

ATTEST:

By: 

NEEL-SCHAFFER, INC.

By: 

Its: Vice President

Address: 851 E I-65 Service Road South
Suite 1000
Mobile, AL 36606

Telephone: 251-471-2000

ATTEST:

By: 

Kirby Latham

Its: Engineer Manager

CORPORATE SEAL



EXHIBIT A: Project Vicinity Map



EXHIBIT B: Engineering and Design Scope of Work:

March 3, 2022

Mr. Seth Peterson, PE
Baldwin County Highway Department
Central Annex II
22070 Highway 59 | Robertsdale, AL 36567

**Re: PROPOSED SCOPE OF WORK AND COST ESTIMATE
ENGINEERING/ENVIRONMENTAL DESIGN SERVICES FOR THE LILLIAN PARK
BEACH HABITAT AND SHORELINE PROTECTION**

Dear Mr. Peterson,

Neel-Schaffer, Inc. (NSI) is pleased to submit this proposed Scope of Work and Cost Estimate to Baldwin County Highway Department (Baldwin County) to perform Engineering Design Services for the above captioned project.

NSI's general scope of services for the work is as follows:

GENERAL SCOPE OF SERVICES

NSI will provide Baldwin County with Engineering & Design Services for the project to successfully hold a competitive bid for the construction of the project. The Lillian Park Beach Habitat and Shoreline Protection project design will utilize the recommendation of the Performed Coastal Processes Study. A detailed scope of work is provided in **Exhibit A**.

QUALITY ASSURANCE & QUALITY CONTROL

NSI will furnish sufficient technical, supervisory, and administrative personnel at all times to ensure execution of the work in accordance with the needs and expectations of Baldwin County. All work will be accomplished with adequate internal controls and independent review procedures to minimize conflicts, ensure technical accuracy and coordination of all written material, drawings, illustrations, and other documents, and to ensure consistency in nomenclature and manner of presentation.

We propose to provide the services described in the Scope of Services for Engineering and Design on a **Lump Sum** basis of **\$88,078.00 (Eighty Eight Thousand, Seventy Eight Dollars and Zero Cents)**. Additional Services including Data Collection and Environmental Permitting are proposed on a Time and Material basis, not to exceed an amount of **\$77,832.00 (Seventy Seven Thousand, Eight Hundred Thirty Two Dollars and Zero Cents)**, based on expected work required for the review and approval of the required permits. A detailed fee estimate is provided in **Exhibit B**. Contingent upon receipt of a permit, NSI estimates that an Issued For Bid set of Construction Documents will be completed in 12 months from the time Baldwin County issues a signed agreement. A full schedule of tasks and duration of each is provided in **Exhibit C**.

March 3, 2022

Mr. Seth Peterson, Engineering Design Services for Lillian Park

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This Letter and Exhibits A, B, and C (enclosed) will represent the scope of work, fee estimate, and schedule with respect to the services that will be provided for this project.

We appreciate the opportunity to work with Baldwin County on this project. Should you have any questions or if I may be of further service to you in any way, please don't hesitate to call me at 225-614-2803 or 225-573-2364 (cell).

Sincerely,
NEEL-SCHAFFER, INC.



Glenn P. Ledet, Jr., P.E.
Water Resources Project Manager



Kirby Latham, P.E.
Senior Project Manager

Enclosures: Exhibit A – Scope of Work
Exhibit B – Fee Estimate
Exhibit C – Proposed Schedule

cc: Joey Nunnally, PE, Baldwin County
Stacy Appleton, PE, Baldwin County
John Murphy, Jr., PE, NSI
Leah Selcer, PE, NSI
Brian Morgan, PE, NSI
John Cameron, PE, NSI

Exhibit A – Scope of Work

SCOPE OF WORK

ENGINEERING/ENVIRONMENTAL DESIGN SERVICES FOR THE LILLIAN PARK BEACH HABITAT AND SHORELINE PROTECTION BALDWIN COUNTY, AL

February 2022

1.0 INTRODUCTION

The Lillian Park Beach and Boat Launch were constructed to facilitate greater public access to and enjoyment of the natural resources of the Perdido watershed and the Gulf of Mexico. The sand beach shoreline and coastal habitat are a preferred feature for recreation use. Erosion of bay shoreline, loss/degradation nearshore and littoral habitat is occurring at and adjacent to this location.

This shoreline protection project will study existing conditions and coastal processes that may have real and ongoing negative considerations to degradation of the immediate shoreline and littoral habitat, public safety and public access to the natural resource.

The project goals are:

1. Reduce overall maintenance costs due to rapid sand and debris build up on the ramp
2. Reduce safety risks at the public boat launch at Lillian Park resulting from open, unattenuated wave action
3. Create a stable sand beach shoreline and effectively minimize beach erosion and habitat loss along Perdido Bay.
4. Create a more stable and useable public beach, and
5. Protect adjacent properties from beach erosion.

The primary goal of the study is to conduct a coastal processes study to develop an understanding of the coastal processes at the project site, and to develop a set of potential solutions to meet the project goals.

The work conducted as part of this scope of work include existing data collection and evaluation of new data collected, a coastal processes analysis, and development of conceptual alternatives to meet the project goals.

2.0 LOCATION

The project is located in Baldwin County, AL along Perdido Bay.

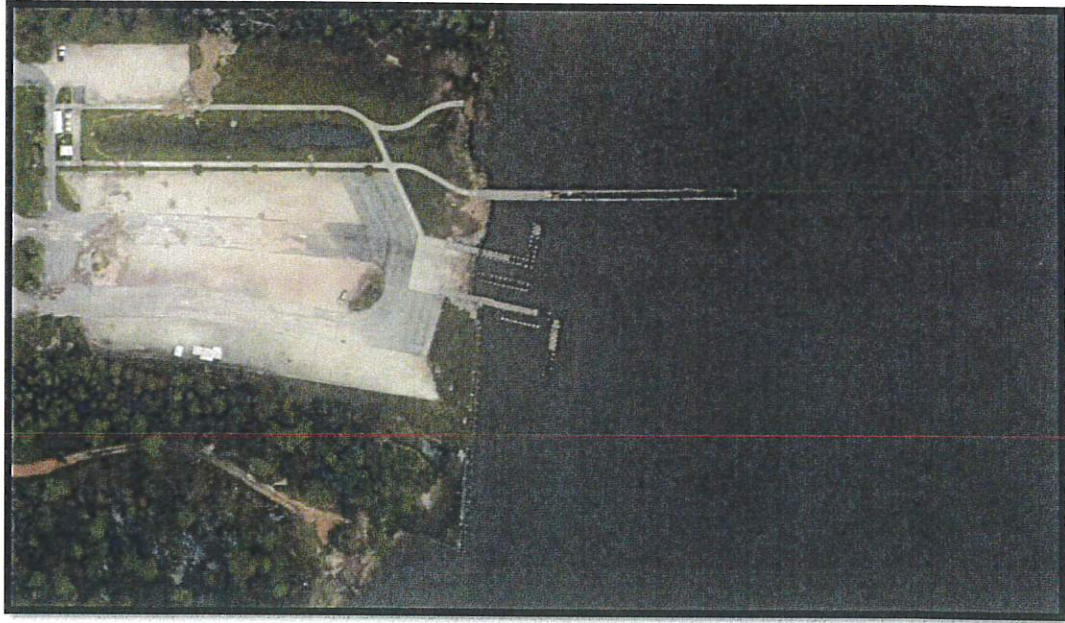
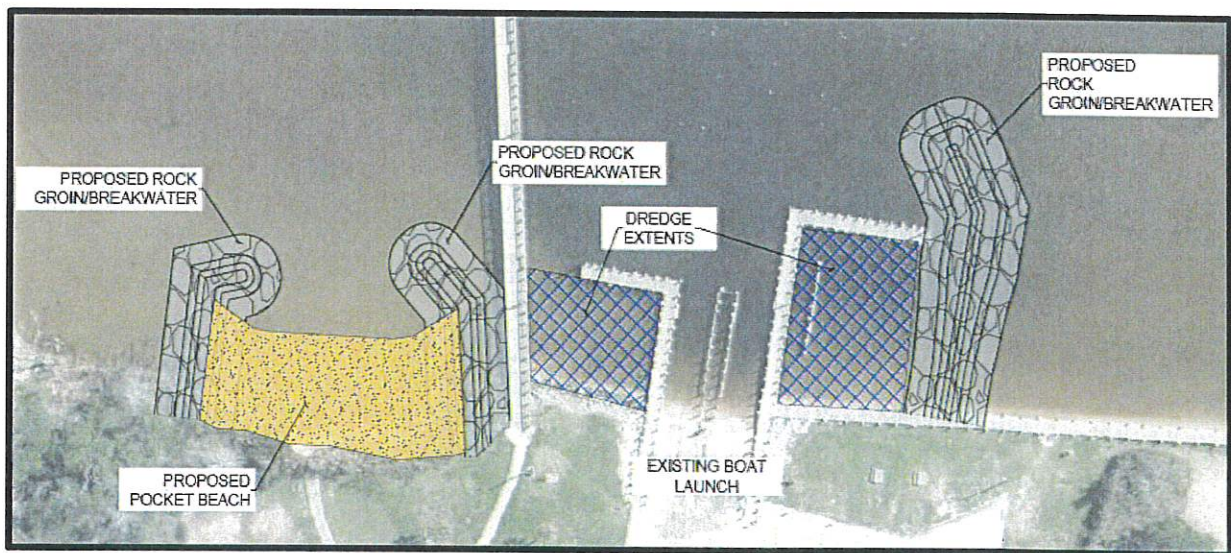


Figure 1 - Project Site

3.0 SCOPE OF WORK

Neel-Schaffer, Inc., hereinafter referred to as “Contracting Party”, shall perform Engineering & Design Services engineering for the Lillian Park Beach Habitat and Shoreline Protection Project (Project), as outlined in the following subsections. The Lillian Park Beach Habitat and Shoreline Protection project design will utilize the recommendation of the Performed Coastal Processes Study.



*Figure 2 - Coastal Processes Study
Recommended Alternative*

3.1 Project Management

The Contracting Party will be responsible for providing overall project management for the Engineering and Design Tasks, including but not limited to, developing and maintaining task budget and schedule, scoping the work of all sub-consultants and administration of their tasks, maintaining accurate project data, and attending project meetings. Typical project meetings include, kickoff meeting and site visit, monthly meetings with Baldwin County and design review meetings.

3.1.1 Communications Management

3.1.1.1 Project Kickoff Meeting

The Contracting Party shall participate in a Project Kickoff Meeting with Baldwin County

3.1.1.2 Regular Meetings

As part of the Project, Baldwin County's team and the Contracting Party shall meet on a bi-weekly basis to, at a minimum, review the status of the Project, review action items, make decisions, review the schedule, review risks, and review upcoming external communications. The Contracting Party's Project Manager (PM) will be expected to participate and optimize their resources in bi-weekly meetings and off-week internal meetings with the Baldwin County's PM (off-week meetings may be via telephone).

3.1.2 Time and Cost Management

3.1.2.1 Time Management: Schedule

A realistic linked critical-path schedule will be submitted to Baldwin County and reviewed and accepted by Baldwin County and the Contracting Party. During the Project, the Baldwin County PM shall be notified immediately of any schedule updates. Time shall be set aside at each regular team meeting to discuss schedule changes and any ideas for minimizing schedule delays or opportunities for compression.

3.1.2.2 Cost Management: Invoicing

The Contracting Party shall submit a monthly invoice on a date agreed upon by Baldwin County and the Contracting Party.

3.1.3 Quality Management

3.1.3.1 QA/QC

The Contracting Part shall furnish to Baldwin County their internal QA/QC or ITR protocol. The Contracting Party's internal QA/QC

documentation, should at a minimum, include information concerning the discipline, objectives, methods, assumptions, references, and relevant computational tools utilized in the analysis. A Deliverable Review Log (DRL) shall be developed by Baldwin County and the Contracting Party for each deliverable. The DRL shall include a list of the components of the deliverable (data files, plan sheets, etc.) and the required standards. The Contracting Party shall update the DRL after each submittal and furnish to Baldwin County.

3.1.3.2 Independent Deliverable Review

Independent review of work products shall be developed to ensure that planned and completed work complies with predetermined requirements, industry standards, and common engineering practices.

3.2 Data Collection & Permitting (Additional Services)

Design level data collection will be conducted as part of the scope of work, including new topographic and bathymetric surveys and geotechnical data collection and analysis.

3.2.1 Bathymetric Survey

ESP will provide staff and equipment working under the direct supervision of one of our Professional Land Surveyors licensed in Alabama to collect single beam bathymetric and magnetometer data for the area of concern. The limits of the survey and a detailed scope of work are attached.

3.2.2 Topographic Survey

Driven Engineering will provide topographic survey, including tie to existing property corners, required for construction plan preparation. See Attachment for detailed scope of work of Topographic Survey task.

3.2.3 Geotechnical

GET, Inc. will provide subsurface investigation, laboratory testing, and geotechnical engineering recommendations required for the proposed project features. See Attachment for detailed scope of work of Geotechnical task.

3.2.4 Environmental Permitting

Ephriam & Associates Environmental Consulting, LLC will provide environmental permitting support including USACE permit application, Cultural Resource Assessment (CRA) per Permitting Requirements, and coordination between USACE, State and Local governments. See Attachment for detailed scope of work of Environmental Permitting task.

3.3 Engineering and Design (Basic Services)

The Contracting Party shall develop plans and specifications along with contract documents to successfully hold a competitive bid for the construction of the project. Tasks include:

3.3.1 Preliminary Design

- Concept Refinement Development
 - As part of this scope of work, Mott MacDonald will evaluate the performance of the selected alternative, develop forcing conditions to inform design, conduct coastal design calculations, and provide geometric design recommendations for proposed project features. A detailed scope of work is attached.
- Preliminary Plan Preparation
- Preliminary Technical Specifications
- Preliminary Estimate of Probable Cost

3.3.2 Final (Issue for Bid) Design

- Final (IFB) Construction Plan Preparation
- Final (IFB) Specification Preparation
- Final (IFB) Estimate of Probable Cost
- Final Design Conference

3.4 Bidding Support

The Contracting Party shall assist the County in holding a competitive bid for the construction of the Project. Tasks include:

- Pre-Bid Conference Support
- Bidding Assistance and Addendum Preparation
- Bid Tab Review and Award Recommendation

Appendix A – Subconsultant Proposals



Feb 4, 2022

Revised
Feb.28,2022

Mr. Glenn Ledet, Jr., PE
Coastal Science & Engineering
Program Manager
Vice President
Neel-Schaffer, Inc.
10000 Perkins Rowe, Suite G360
Baton Rouge, LA 70810

**RE: PROPOSAL TO PROVIDE BATHYMETRIC and MAGNETOMETER
SURVEY – Baldwin County, Lillian Park, Alabama – Perdido Bay
ESP Proposal No. S8-22114r**

Dear Mr. Ledet:

ESP Associates, AL, Inc. (ESP or Consultant) appreciates the opportunity to provide this proposal for Bathymetric and Magnetometer surveying services for the above referenced project. The Project Information, our Scope of Services & Fee, Compensation and Authorization for providing these services are outlined below.

PROJECT INFORMATION

The subject of our proposed services is a portion Perdido Bay located in Baldwin County, Alabama adjacent to Lillian Park (See Exhibit A). The area of the proposed data collection site is approximately 4.4 acres and is located south of the US Highway 98 bridge crossing Perdido Bay at the existing boat ramp within the park.

SCOPE OF SERVICES

ESP will provide staff and equipment working under the direct supervision of one of our Professional Land Surveyors licensed in Alabama to collect single beam bathymetric and magnetometer data for the area of concern. The limits of the survey are depicted in Exhibit A attached herewith.

Our Services will include the following:

- Transect spacing every 50'
- Survey points every 25' minimum or where elevation changes

*Proposal to Provide Bathymetric & Magnetometer
Survey Lillian Park*

Project deliverables will be as follows:

- Final Survey Maps/Report (Stamped by PLS in state of AL)
- Set of drawings including plan view of survey lines, points & sheets showing all x-sections.
- Referenced vertical and horizontal datum and control points
- Mag survey readings, source info, and amplitude
- Copy of field notes
- Csv of data points collected
- CAD drawing files (AutoCAD or approved)

All work will be conducted using USACE EM 1110-2-1003 (Revised Nov 30, 2013) standards and recommendations for Single Beam Data Collection.

*Our fee for the above-described services will be a total lump sum of **\$12,780.00**.*

COMPENSATION

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. Any additional services beyond the above Scope of Services can be provided at our prevailing hourly rates as reflected on the attached Fee Schedule. No additional services will be performed without prior written approval from Client.

AUTHORIZATION

Please indicate your acceptance of our proposal by signing and returning both originals of this proposal to our office. By acceptance of this proposal, Client represents and warrants to ESP that Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one original to you, and proceed with the performance of our services. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

ESP appreciates the opportunity to provide this proposal provide Staff and Equipment for the above referenced project. If you should have questions concerning this proposal or if additional information is required, please contact us.

Sincerely,

ESP Associates AL, Inc.

/s/ Jeffery N. Lucas

Jeffery N. Lucas, JD, PLS, Esq.

Alabama Division Manager

Attachments: Exhibit A, Fee Schedule 1802

Proposal to Provide Bathymetric & Magnetometer
Survey Lillian Park

ACCEPTED AS A CONTRACT BY AND BETWEEN

Glenn Ledet, Jr., P.E. ,Vice President
Neel-Schaffer, Inc.

Date

Mr. Joseph W. Hendrick, President
ESP Associates AL, Inc.

Date

Proposal to Provide Bathymetric & Magnetometer
Survey Lillian Park

EXHIBIT A



ESP Associates, Inc.
Technical Services
Fee Schedule 1802
Attachment I

Surveying

Survey Crew	\$ 145.00
Survey Crew - 1 Man	\$ 105.00
Survey Crew - 2 Man	\$ 145.00
Survey Crew - 3 Man	\$ 185.00
Survey Crew - 4 Man	\$ 235.00
Hydrographic Survey Crew	\$ 230.00
Hydrographic Survey Tech	\$ 105.00
GPS Crew - GIS Mapping 1 Man	\$ 105.00
GPS Crew - GIS Mapping 2 Man	\$ 130.00
GPS Crew - RTK 1 Man	\$ 120.00
GPS Crew - RTK 2 Man	\$ 145.00
Field Manager	\$ 110.00
Survey Technician I	\$ 85.00
Survey Technician II	\$ 95.00
Survey Technician III	\$ 110.00
Survey Technician IV	\$ 125.00
Survey Project Manager I	\$ 100.00
Survey Project Manager II	\$ 115.00
Survey Project Manager III	\$ 130.00
Survey Project Manager IV	\$ 155.00
Project Surveyor I	\$ 120.00
Project Surveyor II	\$ 140.00
Project Surveyor III	\$ 155.00
Senior Project Surveyor I	\$ 155.00
Senior Project Surveyor II	\$ 180.00
Managing Surveyor I	\$ 165.00
Managing Surveyor II	\$ 180.00
Managing Surveyor III	\$ 190.00
Senior Managing Surveyor I	\$ 190.00
Senior Managing Surveyor II	\$ 220.00
Senior Managing Surveyor III	\$ 230.00
Surveying Director I	\$ 275.00
Surveying Director II	\$ 280.00

Survey Proposal

Revised MARCH 2,2022

PROJECT: Lillian Park Beach Habitat and Shoreline Protection. Neel-Schaffer DEI Proj. No: 21114

DESCRIPTION	QUANTITY	UOM	RATE	SUBTOTAL
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Call in Utility locate	0.5	hrs	\$55.00	\$27.50
verify Util. are Marked	1	hrs	\$55.00	\$55.00
Topographic Survey- 2 Man Crew, 4-10 hr days, 80 miles each way				
Research Baldwin Co.Records	1	hrs	\$125.00	\$125.00
Mileage	640	mls	\$1.00	\$640.00
Establish Baseline	4	hrs	\$217.00	\$868.00
Tie to State Plane	2	hrs	\$217.00	\$434.00
Topographic Survey	32	hrs	\$217.00	\$6,944.00
Locate Property Corners	4	hrs	\$217.00	\$868.00
Process data	4	hrs	\$63.00	\$252.00
Draft topo	6	hrs	\$87.00	\$522.00
PLS QA/QC Seal	2	hrs	\$195.00	\$390.00

TOTAL \$11,130.00

Notes

Topographic Survey only incl tie to existing property corners.. Not a boundary survey.
If Boundry survey is required, a separate fee will be provided.

DEI will provide topographic survey referenced to state plane coordinates, benchmarks, field notes, data points, CAD drawing and files in Civil3D and a stamped and signed Topographic Survey.

Sincerely,

Dwight D. Warren, PE/PLS

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

January 25, 2022

(Revised March 3, 2022)

Neel-Schaffer, Inc.

851 East I-65 Service Road South, Suite 1000

Mobile, Alabama 36608

Attn: Mr. Kirby Latham, P.E.

Re: Proposed Scope of Services and Fees for Soils Explorations and Geotechnical Engineering Studies for the Proposed Lillian Park: Beach Habitat and Shoreline Protection Project in Lillian, Alabama

Gentlemen:

Geotechnical Engineering-Testing, Inc. is pleased to provide the proposed scope of services and associated fees for soils explorations and geotechnical engineering studies to aid in the design of the proposed Lillian Park: Beach Habitat and Shoreline Protection project in Lillian, Alabama. This proposal is in response to your verbal request for proposal. We have discussed the project with you and the rest of the Neel-Schaffer project team and we believe we have an understanding of the geotechnical engineering requirements for this project.

PROJECT DESCRIPTION

We understand that the project will include the construction of two rock groin breakwaters on the north side of the existing fishing pier with a pocket beach between the breakwaters and a rock groin breakwater on the south side of the existing southern boat pier to provide protection to the boat piers from storm events.

SCOPE OF SERVICES

We plan to explore the subsurface soils for the above-described project by making soil test borings and performing physical laboratory soil mechanics tests on selected soil samples recovered from the borings. These soils explorations will be performed under the supervision of a licensed engineer of our firm. The soils exploration results will be evaluated, engineering analyses will be made, and our opinions and geotechnical engineering recommendations will be formulated for the project. Specifically, we plan to evaluate the bearing capacity and slope stability analyses of the soils with regards to supporting rock groin breakwater structures. Settlement analyses will be performed to aid in determining structure type, size and height for the optimal wave attenuation. Settlement of materials placed for the proposed pocket beach will also be addressed. Additional shoreline beach sediment samples will be collected from nearby locations to determine grain size characteristics of the local beach materials. The in-place soils will be classified and various physical soil properties will be provided for use in Neel-Schaffer's modeling.

A formal engineering report of our findings, opinions and recommendations will be prepared by the licensed engineer for this project, and this engineer will be available for consultation that may be required by you. Our professional services for this project will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

To evaluate the soils for bearing capacity and settlement in the areas of the proposed breakwater structures, we plan to make exploratory soil test borings. We understand that the owner has requested that two soil borings be made for these investigations. Approximate boring locations will be determined by using a hand-held GPS device. The borings will extend to a depth of about 40 ft below the mudline.

We plan to make the soil test borings with a barge mounted rotary core-boring rig. The boreholes will be performed using the mud rotary method of drilling advanced through steel casing that will be seated below the mudline.

The soil test borings will be conducted in general accordance with standard procedures for boring and sampling soils. Where cohesive soils are encountered, undisturbed tube samples will be collected in accordance with standard procedures. Standard penetration tests will be performed and split spoon soil samples will generally be collected continuously to a depth of 7.5 ft, at 2.5 ft center-to-center intervals from 7.5 ft to 20 ft, and at the standard 5 ft interval until the boring termination depth. This closer than the standard 5 ft sampling interval will better delineate the stratification for evaluating the geology of the foundation soils. Undisturbed Shelby tube samples will be collected of cohesive materials to evaluate the strength and consolidation properties of the clay soils. Should samples be extremely soft, a piston type sampler will be utilized to recover the relatively undisturbed samples of cohesive soils. The soil samples will be field logged and retained for additional examination in the laboratory and for laboratory testing. Logs of Boring will be prepared for these soil test borings.

We plan to perform physical laboratory soil mechanics tests on selected soil samples recovered from the borings. The number and type of these tests will depend on the apparent types and conditions of soils encountered by the borings. We estimate that these laboratory tests may include moisture content, grain size, Atterberg limits, compressive shear tests, unit weight, specific gravity, and consolidation. These tests will be performed in general accordance with the applicable laboratory testing standards.

PROPOSED TIME OF WORK

We are usually in a position to start a project such as this one within two to three weeks of the authorization to proceed. About one week will be required to conduct the fieldwork. An additional four to five weeks will be required for laboratory testing and preparation of an engineering report for the project. The report should be completed within about eight weeks after the authorization has been given to us.

PROPOSED FEES AND GENERAL CONDITIONS

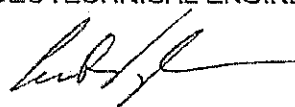
Our proposed fees for the services outlined above will be based on our standard unit fees (Fee Schedule dated January 1, 2022) for soil borings made, tests performed and hours worked on the project. We have estimated the number of various units of service that may be used on this project and the associated fees, and these are shown in the table attached. Our estimated fee for performing this study is TWENTY EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS (\$28,350.00). Should conditions be encountered that will require additional or less services than has been estimated, we will adjust our total fees for the actual work done. Your permission will be obtained prior to doing additional work that will cause our total fees to be greater than we have estimated.

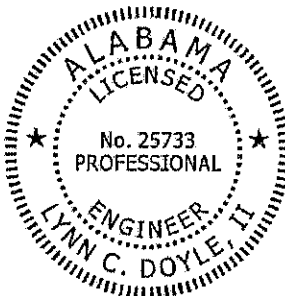
Our firm appreciates this opportunity to provide engineering services to Neel-Schaffer, Inc. Should you have any questions regarding this proposal or if we have misinterpreted your request, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project.

We thank you very much for your consideration of using our firm for providing the geotechnical engineering services on your project.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.

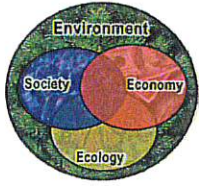

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 3/03/2022



**ESTIMATED UNITS OF SERVICE AND FEES FOR
GEOTECHNICAL EXPLORATIONS AND EVALUATIONS FOR THE
LILLIAN PARK PARK SHORELINE PROTECTION PROJECT
LILLIAN, ALABAMA**

JANUARY 25, 2022 (REVISED MARCH 3, 2022)

<u>ITEM OF SERVICE</u>		<u>EST. UNITS</u>	<u>UNIT FEE</u>	<u>EST. TOTAL FEE</u>
FIELD WORK				
1. Mobilization/Demobilization of Barge, Drill and Daily Crew Travel	1	Each	\$ 10,000.00 /Ea	\$ 10,000.00
2. Offshore Soil Test Borings Borings at 40' Below Mudline	2	Each	\$ 3,250.00 /Ea	\$ 6,500.00
3. Engineering Technician III	8	Hours	\$ 64.00 /Hr	\$ 512.00
4. Staff Engineer	8	Hours	\$ 100.00 /Hr	\$ 800.00
5. Senior Geotechnical Engineer, P.E.	4	Hours	\$ 165.00 /Hr	\$ 660.00
6. Mileage	2	Trips	\$ 70.00 /Ea	\$ 140.00
Estimated Subtotal				\$ 18,612.00
LABORATORY TESTING				
1. Moisture Content	16	Each	\$ 13.00 /Ea	\$ 208.00
2. % Passing # 200 Sieve		Each	\$ 45.00 /Ea	\$ -
3. Grain Size Analysis	8	Each	\$ 75.00 /Ea	\$ 600.00
4. Grain Size Analysis w/ Hydrometer	4	Each	\$ 135.00 /Ea	\$ 540.00
5. Atterberg Limits	6	Each	\$ 85.00 /Ea	\$ 510.00
6. Und. Triaxial Test UU w/out pp	6	Point	\$ 120.00 /Pt	\$ 720.00
7. Specific Gravity Tests	2	Each	\$ 125.00 /Ea	\$ 250.00
8. Consolidation Tests (1 Set of 4)	1	Set	\$ 1,200.00 /Set	\$ 1,200.00
Estimated Subtotal				\$ 4,028.00
ENGINEERING				
1. Engineering Technician V	4	Hours	\$ 90.00 /Hr	\$ 360.00
2. Staff Engineer	4	Hours	\$ 100.00 /Hr	\$ 400.00
3. Senior Geotechnical Engineer, P.E.	30	Hours	\$ 165.00 /Hr	\$ 4,950.00
				<u>\$ 5,710.00</u>
Estimated Task Subtotal:				\$ 28,350.00



EPHRIAM

ENVIRONMENTAL LLC.

CONSULTING - ECOASSESSMENTS - PERMITTING

March 1, 2022

Mr. Kirby Latham, P.E.
Neel-Scaffer, Inc.
851 East I65 Service Road, Suite 1000
Mobile, AL 36606

Subject: USACE Permitting – Lillian Park Beach Habitat and Shoreline Protection, Baldwin County, Alabama

Dear Mr. Latham,

Ephriam & Associates Environmental Consulting, LLC., (EAC) appreciates the opportunity to provide this proposal to provide permitting support for the Lillian Park Beach Habitat and Shoreline Protection project. Specifically, the project is located in Lillian, Baldwin County, Alabama. EAC has over 40 years of experience in the environmental field and is ready to assist you with your project needs. We are committed to resolving the needs of business and community. Below, you will find an outline of the proposed work.

SCOPE

EAC proposes to provide U.S. Army Corps of Engineers (USACE) permitting services as required by the client. EAC will perform all work in accordance with all local, state, and federal regulations. These services include, but are not limited to:

- Completing a USACE permit application for the project scope
- Providing a Cultural Resource Assessment (CRA) per Permitting Requirements
- Provide coordination between USACE, State and Local governments and the client
- Environmental Monitoring

PRICING

Item	Designation	Price	Notes
USACE Permitting	Per Project	\$14,878.00	Prep Application & Coordination with Agencies
Cultural Resource Assessment	Per Project	\$2,500.00	Requirement of USACE Permit
Compliance Monitoring	Per Hour	\$65.00	Estimated 40 hours maximum, as needed
Total Price	NTE	\$17,378.00	Price will not exceed this limit

ASSUMPTIONS

1. If the scope of the project changes, then pricing is subject to change.

GENERAL/SPECIAL TERMS AND CONDITIONS

1. This proposal is subject to Ephriam and Associates, LLC. General terms and Conditions. Acceptance of this proposal will be interpreted as acceptance of the General Terms and Conditions as well. A copy of the General Terms and Conditions will be sent upon request.
2. Client will provide adequate access to the site and any utilities that are required to perform proposed project work.
3. Prices quoted include all applicable taxes and fees, unless otherwise stated elsewhere within this document.
4. Payment is expected upon delivery of final product. If client has extended credit, payment terms are **net 30** days from the date of the invoice and subject to fees in not paid in a timely manner.
5. Payments made via credit card may be subject to additional processing fees.
6. Quoted prices are valid for (60) days from the date of this proposal.

EAC appreciates the opportunity to provide you with this proposal for services. If you have any questions regarding this proposal, please feel free to contact us at (251) 259-7940.

Sincerely,

Troy L. Ephriam

Troy L. Ephriam, B.S., C.E.S.
Managing Member

AUTHORIZATION TO BEGIN WORK

If you are in accordance with this proposal, pricing, and terms and conditions, please sign below and return a copy of this agreement to inform EAC of your wish for us to perform services on your behalf. EAC will begin work immediately after receiving a copy of this contract.

Please be advised that this document serves as a contract between Ephriam and Associates, LLC., and said client under the laws of the State of Alabama. It is understood that parties that have signed this document has read and agreed upon the scope of work, pricing, and terms and conditions related to this contract.

ACCEPTED BY:

Authorized Signature

Date

Printed Name

Title



650 Poydras St., Ste 2550
New Orleans, LA 70130
T 504-529-7687 F 504-529-7688
mottmac.com

March 3, 2022

Glenn Ledet, Jr., P.E.
Neel-Schaffer, Inc.
10000 Perkins Rowe
Suite G360
Baton Rouge, LA 70810
Phone: 225.614.2803

**RE: SCOPE OF WORK for Coastal Engineering in Support of Design
Lillian Park Beach Habitat and Shoreline Protection Project
Baldwin County, AL
Rev 3**

Mr. Ledet:

Mott MacDonald is pleased to submit this scope of work to Neel-Schaffer, Inc (NSI) for coastal engineering services in support of design for the Lillian Park Beach Habitat and Shoreline Protection Project in Baldwin County, AL.

INTRODUCTION

The project is located in Baldwin County, AL along Perdido Bay. The project goals are to

1. Reduce overall maintenance costs due to rapid sand and debris build up on the ramp
2. Reduce safety risks at the public boat launch at Lillian Park resulting from open, un-attenuated wave action
3. Create a stable sand beach shoreline and effectively reduce beach erosion and habitat loss along Perdido Bay.
4. Create a more stable and useable public beach, and
5. Minimize impact to adjacent shorelines.

In the previous phase of this project, the project team conducted a coastal processes study to develop an understanding of the coastal processes at the project site, and to develop a set of potential solutions to meet the project goals.

The work conducted as part of this scope of work include evaluating the performance of the selected alternative, developing forcing conditions to inform design, conducting coastal design calculations, and providing geometric design recommendations for proposed project features.



TASK 1. CONCEPTUAL DESIGN

Work in this task includes evaluation of the preferred alternative geometry to meet the project goals. Mott MacDonald will assist NSI and Baldwin County in developing design criteria and performance criteria of the various aspects of the preferred alternative through a virtual meeting. The results of the decisions on design criteria and performance criteria will be compiled in a section of a Basis of Design memo.

Mott MacDonald will conduct analyses to evaluate the performance of the preferred alternative. These are expected to include:

Wind climate, water level and wave climate at the project site for typical and during extreme events (25 and 100 yr storms)

Pocket Beach and Groins:

1. Beach width
2. Structure plan view geometry
3. Structure gap width

Southern Groin/Breakwater

1. Structure plan view geometry
2. Ability to reduce wave energy at the boat ramp under performance conditions
3. Ability to reduce sedimentation at the boat ramp

Based on results of these evaluations, we will propose (if needed) recommendations to geometric modifications to the project features to better meet the performance criteria.

Results of this task will be presented to NSI and Baldwin County. The analyses will be discussed in a section of a Basis of Design memo, delivered in Task 2.

Task 1 Schedule: Eight (8) weeks from NTP

Task 1 Deliverables: Presentation on results of the Alternative Evaluation to NSI and Baldwin County

TASK 2. SEDIMENT TRANSPORT EVALUATION FOR PERMITTING SUPPORT – OPTIONAL TASK

If permitting requires this effort, this task will be conducted after approval from NSI.

Mott MacDonald will conduct modeling to evaluate the change in sediment transport along the project shoreline and adjacent shorelines resulting from the proposed alternatives.

Task 2 Schedule: Eight (8) weeks from NTP, in parallel with Task 1

Task 2 Deliverables: Presentation on results of the Conceptual Design to NSI and Baldwin County, included in deliverable with Task 1.



TASK 3. COASTAL ENGINEERING IN SUPPORT OF PRELIMINARY AND FINAL DESIGN

Mott MacDonald will evaluate coastal processes to support the engineering design. The results of analyses developed in the previous phase will be utilized wherever possible to reduce the effort for this task.

Analyses include:

1. Pocket beach groin stable stone size for extreme conditions (25 and 100 yr storms)
2. Southern breakwater/groin stable stone size for extreme conditions (25 and 100 yr storms)
3. Scour estimates along the toe of the proposed structures
4. Beach template geometry for northern beach fill component, including design template and construction template

Based on these analyses, we will develop preliminary structure geometry for the Pocket Beach Groin and southern Breakwater/Groin components for the stable stone size and toe scour for two extreme conditions. We will provide cross-section and plan view conceptual sketches for the pocket beach, pocket beach groins, and southern breakwater/groin. Sketches will be indicative of the geometry.

We assume the dredge extents adjacent to the boat ramp will be developed by NSI, and the geometry of the dredge extents be provided to Mott MacDonald during this task.

Results of these analyses and conceptual design will be presented to NSI and Baldwin County, and the results will be discussed in a brief Basis of Design Memorandum.

Task 3 Schedule: Eight (8) weeks from completion of Task 1

Task 3 Deliverables:

- Presentation on results of the Basis of Design to NSI and Baldwin County
- Basis of Design Technical Memorandum

TASK 4. SUPPORT OF FINAL DESIGN

Mott MacDonald will provide coastal engineering support to NSI during final design. We will provide high-level review of coastal features for the 70% and 95% design prepared by NSI.

ASSUMPTIONS

- Unless otherwise specified, all deliverables will be submitted electronically in PDF format.

COST SUMMARY

Task 1. Conceptual Design.....	\$22,735
Task 2. Sediment Transport Evaluation for Permitting Support - OPTIONAL.....	\$8,194
Task 3. Coastal Engineering in Support of Design	\$18,195
Task 4. Support of Final Design	\$1,458
Total Cost	\$42,388
Total Cost with OPTIONAL TASK	\$50,582



Please contact me with any questions.

Very truly yours,
Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Josh Carter', written over a horizontal line.

Josh Carter, PE, D.CE
Principal Coastal Engineer
650 Poydras St., Ste 2550, New Orleans, LA 70130
T 504.383.9785 M 512.289.3857
joshua.carter@mottmac.com

Attachments:
Mott MacDonald Manhour and Fee Estimate

Mott MacDonald
 Lillian Park - Coastal Engineering in Support of Design
 Engineering Fee Estimate rev3
 J. Carter

M M
 MOTT
 MACDONALD

STAFF HOUR SUMMARY

Date: March 3, 2022

Item	Sr. Project Engineer \$245.00	Project Manager \$202.00	Engineer IV \$155.00	Engineer III \$141.00	Engineer II \$128.00	Engineer I \$123.00	Designer III \$104.00	Designer II \$123.00	Designer I \$111.00	Admin Assistant I & II \$100.00	Total Hours	Direct Reimbursable Expense	Notes	Subtotal Cost	Total Cost
TASK 1 - CONCEPTUAL DESIGN															
Develop design and performance criteria; meeting to discuss	1	2		4							7			\$1,213	\$1,213
Develop waves for typical and extreme conditions	1	1	2	16							20			\$3,013	\$3,013
Pocket beach geometry evaluation	1	4	8	24							37			\$5,077	\$5,077
Eyeball breakwater/groin for wave protection	1	4	40	8							53			\$6,581	\$6,581
Meetings, coordination and reporting	1	1	4	24							30			\$4,451	\$4,451
TASK 2 - SEDIMENT TRANSPORT EVALUATION FOR PERMITTING SUPPORT - OPTIONAL															
Sediment transport impact evaluation	2	2	36	10							52			\$5,194	\$5,194
TASK 3 - COASTAL ENGINEERING IN SUPPORT OF DESIGN															
Rock sizing for pocket beach groin and breakwater/groin	1	4		16							21			\$3,300	\$3,300
Scour evaluation for pocket beach groin and breakwater/groin	1	4		16							21			\$3,300	\$3,300
Beach template design	1	4		16							21			\$3,300	\$3,300
Develop design concept geometries	1	4		24							29			\$4,437	\$4,437
Meetings, coordination and reporting	1	1		24							26			\$3,851	\$3,851
TASK 4 - SUPPORT OF FINAL DESIGN															
Review progress design plans and specifications	1	1		2										\$729	\$729
Review final design plans and specifications	1	1		2										\$729	\$729
Total Hours:	14	33	92	166	0	0	0	0	0	0	317				
Labor Costs:	\$3,430	\$6,655	\$14,260	\$28,226	\$0	\$0	\$0	\$0	\$0	\$0	\$50,582				
SubTotal Costs	\$ 3,430	\$ 6,655	\$ 14,260	\$ 28,226	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,582				
TOTAL ESTIMATED PROJECT COST															\$ 42,388
TOTAL ESTIMATED PROJECT COST including OPTIONAL Tasks															\$ 50,582

Expenses estimated at 2022 rates. Expenses to be billed in accordance with applicable limitations for the year in which they are submitted.

Notes:

n1: Two engineers traveling to Baldwin County

Survey Sub-Consultant Budget \$ -
 MM Labor Budget \$ 50,582
 MM Direct Costs \$ -
 MM Markup on Subs \$ -
 Total with Optional Tasks \$ 50,582

Exhibit B – Fee Estimate

Baldwin County - Engineering/Environmental Design Services for the Lillian Park Beach Habitat and Shoreline Protection Summary

WBS	Basic Services (Lump Sum)	
1.0	Project Management	\$ 3,600.00
1.1	Project Management	\$ 3,600.00
2.0	Preliminary Design	\$ 57,483.00
2.1	Preliminary Design	\$ 57,483.00
3.0	Final Design	\$ 22,880.00
3.1	Final (IFB) Design	\$ 22,880.00
4.0	Bidding Support	\$ 4,115.00
4.1	Bidding Support and Assistance	\$ 4,115.00
Basic Services Total		\$ 88,078.00
WBS	Additional Services (T&M NTE)	
5.0	Data Collection	\$ 52,260.00
5.1	Survey Data Collection	\$ 23,910.00
5.2	Geotechnical Subsurface Investigation and Analysis	\$ 28,350.00
6.0	Environmental Permitting	\$ 25,572.00
6.1	Permitting	\$ 25,572.00
Additional Services Total		\$ 77,832.00
TOTALS		\$ 165,910.00

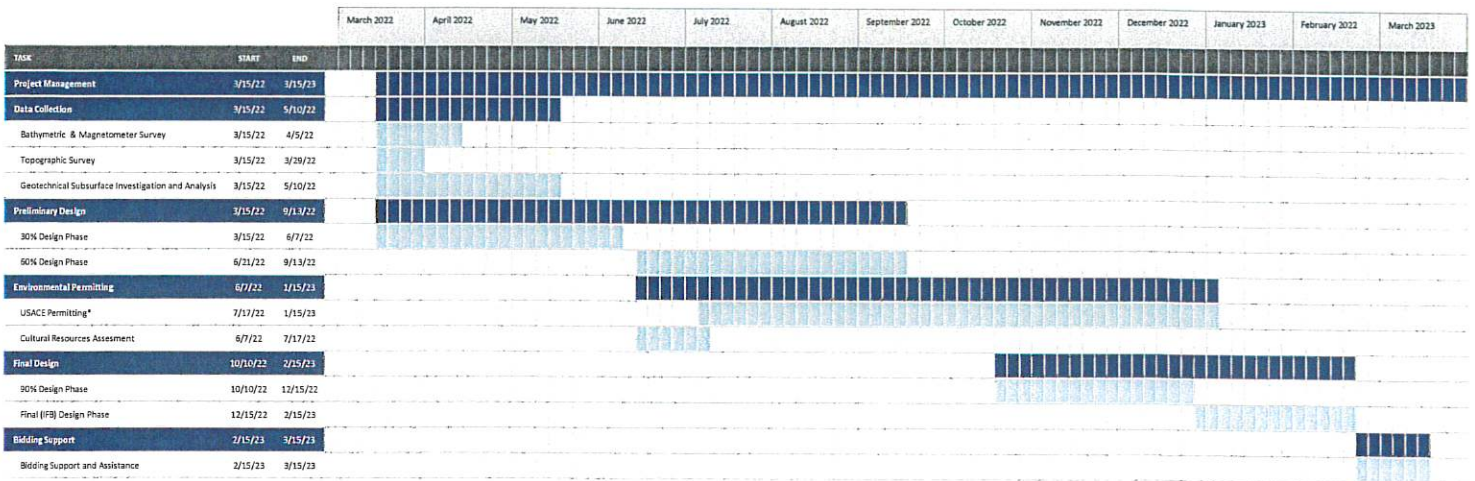
Baldwin County - Engineering/Environmental Design Services for the Lillian Park Beach Habitat and Shoreline Protection - Basic Services (Lump Sum)		Labor Costs	Senior Engineering Manager	Sr. Project Manager	Professional Engineer III	Professional Engineer II	Professional Engineer I	Professional Engineer Intern	Senior Tech/Designer	CAD Tech I	Administrative / Clerical II	Expenses
WBS	Work Description	Hourly Rates (\$)	250.00	195.00	165.00	155.00	130.00	115.00	110.00	90.00	65.00	100%
1.0	Project Management	\$ 3,600.00	1	8	0	4	9	0	0	0	0	0
1.1	Project Management	\$ 3,600.00										
1.1.1	Project Kickoff Meeting	\$ 730.00	1	1		1	1					\$ -
1.1.2	Regular Meetings	\$ 1,050.00		3		3						\$ -
1.1.3	Time Management: Schedule	\$ 910.00		2			4					\$ -
1.1.4	Cost Management: Invoicing	\$ 910.00		2			4				0	\$ -
2.0	Preliminary Design	\$ 57,483.00	1	11	0	24	41	0	32		2	\$ -
2.1	Preliminary Design	\$ 57,483.00										
2.1.1	Coastal Design Parameter Development - MM	\$ 42,388.00										
2.1.2	Preliminary Construction Plan Preparation	\$ 7,295.00		3		8	15		32			\$ -
2.1.3	Preliminary Technical Specifications	\$ 3,075.00		3		6	12					\$ -
2.1.4	Preliminary Level Estimate of Probable Cost	\$ 3,515.00		3		8	12				2	\$ -
2.2.4	Preliminary Design Conference	\$ 1,210.00	1	2		2	2				0	\$ -
3.0	Final Design	\$ 22,880.00	1	8	0	48	69	0	40	0	4	\$ -
3.1	Final (IFB) Design	\$ 22,880.00										
3.1.1	Final (IFB) Construction Plan Preparation	\$ 9,770.00		2		12	24		40			\$ -
3.1.2	Final (IFB) Specification Preparation	\$ 6,580.00		2		18	24				4	\$ -
3.1.3	Final (IFB) Estimate of Probable Cost	\$ 5,210.00		2		18	18					\$ -
3.1.4	Final Design Conference	\$ 1,340.00	1	2		2	3				0	\$ -
4.0	Bidding Support	\$ 4,115.00	0	6	0	6	14	0	0		3	\$ -
4.1	Bidding Support and Assistance	\$ 4,115.00										
4.1.1	Pre-Bid Conference Support	\$ 1,025.00	0	2		2	2				1	\$ -
4.1.2	Bidding Assistance and Addendum Preparation	\$ 1,545.00		2		2	6				1	\$ -
4.1.3	Bid Tab Review and Award Recommendation	\$ 1,545.00		2		2	6				1	\$ -
Summary												
1.0	Project Management	\$ 3,600.00	1	8	0	4	9	0	0	0	0	\$ -
2.0	Preliminary Design	\$ 57,483.00	1	11	0	24	41	0	32	0	2	\$ -
3.0	Final Design	\$ 22,880.00	1	8	0	48	69	0	40	0	4	0
4.0	Bidding Support	\$ 4,115.00	0	6	0	6	14	0	0	0	3	\$ -
TOTALS		\$ 88,078.00	3	33	0	82	133	0	72	0	9	\$ -

[illegible]

Exhibit C – Proposed Schedule

Engineering/Environmental Design Services for the Lillian Park Beach Habitat and Shoreline Protection

Baldwin County



** Anticipated based on recent experiences on similar projects. This timeline can change based on the number of permit applications that USACE will receive in 2022.

EXHIBIT C: ENGINEER'S FEE SCHEDULE:

PROJECT – Engineering/Environmental Design Services for the Lillian Park Beach Habitat and Shoreline Protection Project

Baldwin County Project No. BCP 0206916

Basic Services

Engineering and Design	\$88,078.00
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Additional Services

Data Collection and Permitting	\$77,832.00
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<u>CONTRACT Not to Exceed</u>	<u>\$165,910</u>
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FUNDING SOURCE: ADCNR Subaward Grant Agreement ##S1P11-LHSP, County Resolution 20-1134

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE

STATE OF ALABAMA
COUNTY OF BALDWIN

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John E. Murphy, Jr. (affiant) who, being duly sworn says as follows:

Vice President
President/CEO of Neel-Schaffer, Inc.

As a condition for the award of a contract by the County of Baldwin to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Neel-Schaffer, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

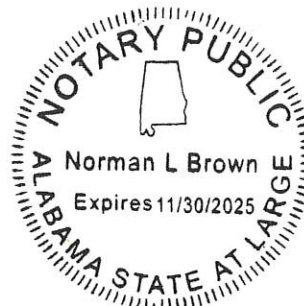
I further attest that said Neel-Schaffer, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 143162.

John E. Murphy, Jr.
Vice President
CEO of Neel-Schaffer, Inc.

Sworn to and subscribed before me this the 13th day of June, 2022

I certify that the affiant is known to me to be the identical party he or she claims to be.

Norman L. Brown
Signature and Seal of Notary Public





NEELINC-01

SSHOWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nowell Agency, Inc. 1498 Old Fannin Road Brandon, MS 39047		CONTACT NAME: Sandy P Shows PHONE (A/C, No, Ext): FAX (A/C, No): (601) 939-8800 E-MAIL ADDRESS: sandy.shows@nowellagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Mutual Property and Casualty	
		INSURER B: Nationwide Mutual Fire Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X		5/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		5/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X		5/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 122024

Project: BCP 0206916 Engineering/Environmental Services for Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project

Baldwin County Commission, and its commissioners, officers, directors, employees, representatives, and agents are listed as Additional Insured and granted waiver of subrogation as required by written contract in respect to the operations of Named Insured. Thirty (30) days prior to cancellation, notice thereof shall be given to the below Certificate Holder. Baldwin County Commission, and its commissioners, officers, directors, employees, representatives, and agents are listed as Additional Insured and granted waiver of subrogation as required by written contract in respect to the operations of Named Insured. Thirty (30) days prior to cancellation, notice thereof shall be given to the below Certificate Holder. The above policies are primary and non-contributory.;

CERTIFICATE HOLDER

CANCELLATION

Baldwin County Commission
22070 AL-59
Robertsdale, AL 36567

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Don H. Hays