

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and Gresham Smith, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, December 17, 2024, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Engineering/Environmental Services for the Roundabout on County Road 13 at Corte Road; and

Whereas, the PROVIDER presented the best qualifications for Engineering and Environmental services and was chosen by the COUNTY to provide needed services in accordance with the Request for Qualifications (RFQ) and Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- | | |
|----------------|---------------------------|
| A. COUNTY: | Baldwin County, Alabama |
| B. COMMISSION: | Baldwin County Commission |
| C. PROVIDER: | Gresham Smith |

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Gresham Smith
2222 Arlington Ave. Suite 202
Birmingham, AL 35205

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified engineer. 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 for Engineering/Environmental Services for Roundabout on County Road 13 at Corte Road Project for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

D. PROVIDER shall use MicroStation and Inroads software for project design unless otherwise specified in the scope of work agreement.

XVII. Attachments: The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

A. Attachment A – RFQ Advertisement

B. Attachment B – RFQ Award

C. Attachment C – Proposal Including Scope of Work and Fee Schedule

D. Attachment D – Certificate of Insurance

E. Attachment E – Terms and Conditions of Data Use

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a

conflict between this document and the attachments referenced above, this document shall govern.

XVIII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.
- C. The COUNTY shall provide any necessary notices to commence, Discontinue, or terminate the services herein described.

XIX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving the (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. All additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work. Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expenses associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI. Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as *Attachment D* as if fully set forth.

XXVIII. Notice of Funding. The engineering project which is the subject of this Contract is 100% funded by the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
Matthew P, McKenzie, Chairman / Date

_____/_____
ROGER RENDLEMAN, County Administrator /Date

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Matthew P, "Matt" McKenzie, whose name as Chairman of Baldwin County Commission, and Roger Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Gresham Smith

By Blair C. Perry /Date 1/3/18/2025
Its Alabama State Transportation Leader

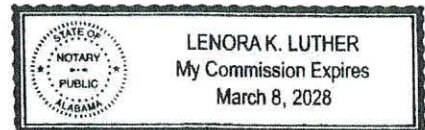
State of Alabama)

County of Shelby)

I, Lenora K. Luther Notary Public in and for said County and State, hereby certify that Blair C. Perry as A State Champion of Gresham Smith, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Gresham Smith, Inc.

GIVEN under my hand and seal on this the 18th day of March, 2025.

Lenora K. Luther
Notary Public,
My Commission Expires



GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

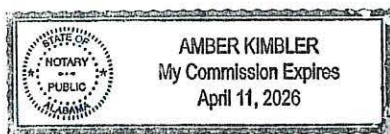
10/25/2024, 11/01/2024, 11/08/2024

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026



Sworn and subscribed to on 11/08/2024.

BALDWIN COUNTY COMMISSION - LEGA
Acct#: 984131
Ad#: 355114
County Road 13 and Corte Road
Amount of Ad: \$736.85
Legal File# County Road 13

ADVERTISEMENT Baldwin County Commission

Request for Qualifications (RFQ)
for Engineering/Environmental
Services for the County Road 13
and Corte Road Intersection
Improvements Project

Overview:

The Baldwin County Commission, acting by and through the Highway Department, seeks qualifications from qualified engineering consultant firms for the design of intersection improvements for the County Road 13 and Corte Road Intersection Improvements.

The County Road 13 and Corte Road intersection improvements' principal purpose is to construct a roundabout at the intersection of County Road 13 and Corte Road to improve safety, increase capacity and support economic growth and development.

The consultant chosen will assist in survey, environmental assessment, geotechnical analysis, environmental permitting, design, utility relocation coordination, plan production, and bidding required to complete the project.

Requirements:

The successful firm chosen will have experience with roundabout design, including all associated items of design and plan production. The chosen firm must have Professional Engineer (P.E.) licensure, and proper business licensure, both in the State of Alabama, at the time of submittal.

Scope of Services:

The scope of services to be performed by the consultant firm shall include but not be limited to the following:

- Perform all work under the direction of the Baldwin County Highway Department.
- Attend any necessary meetings and make presentations at the request of the County.
- Provide a topographic survey to use in drainage analysis, design, right-of-way mapping, and plan preparation.
- Provide complete environmental findings and documentation for all permitting required for the project.
- Perform wetland delineations and impact information for County review and, subsequently, permit approval.
- Provide utility coordination of existing and proposed relocations during the design process, including the determination of conflicts.
- Provide a complete geotechnical analysis of existing and proposed requirements. Assist with bidding of the project.
- Provide detailed and timely schedules throughout the approved contract time-period.
- Provide advice, counsel, and make recommendations on miscellaneous projects and information that could have an impact on the proposed project.
- Provide any additional information the County may need in relation to the project.

Period of Performance:

The firm selected shall be able to complete the following services outlined below within the time periods shown:

1. Project design, permitting, and assistance with bidding (+/- 12 months after notice to proceed)

Submittal of Qualifications:

Qualifications submitted in response to this RFQ must provide detailed information to show evidence of qualifications, experience, and expertise. Seven (7) hard copies of the RFQ are required. No emailed or faxed materials will be accepted. Please limit proposals to ten (10) pages, not including (1) a two-page maximum Letter of Transmittal, (2) Table of Contents and (3) up to fifteen (15) pages for Appendices. Cover page should contain point of contact information. The cover pages and RFQ Response Form do not count towards the page numbers. Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at wgautney@baldwincountyal.gov

Questions must be received no later than November 13, 2024, at 2:00 pm CDT.

Qualifications should be sent to the address below on or before 2:00 pm CDT November 20, 2024.

Baldwin County Purchasing
Department
Mrs. Wanda Gautney
Purchasing Director

Mailing Address:
312 Courthouse Square
Bay Minette, AL 36507

Physical Address:
257 Hand Avenue
Bay Minette, AL 36507

Project Funding

This Engineering project is funded with Baldwin County funds from the FY25 annual budget.

RFQ packages can be obtained from the website www.baldwincountyal.gov or by contacting Wanda Gautney at (251) 580-2520 phone or (251) 580-2536 fax, or Jeanette Brown (251) 580-2567, 257 Hand Avenue, Annex III Building, Bay Minette, AL 36507.

October 25; November 1-8, 2024

ATTACHMENT "B"



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

December 17, 2024

Gresham Smith
2222 Arlington Ave., Suite 202
Birmingham, AL 35205
ATTN: Chris Gass

REFERENCE: Request for Qualifications (RFQ) for Engineering/Environmental Services for County Road 13 at Corte Road Intersection Improvements Project for the Baldwin County Commission

Dear Mr. Gass:

The Baldwin County Commission during their regularly held meeting on December 17, 2024, **selected** your firm for the Engineering/Environmental Services for County Road 13 at Corte Road Intersection Improvements Project and authorized staff to enter negotiations with your firm.

Please contact Seth Peterson, Baldwin County Highway Pre-Construction Manager, at (251) 972-4055 to set up a meeting regarding this matter.

Sincerely,

MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM:wg Item CES

cc: Wanda Gautney, Purchasing Director
Mark Acreman, Assistant County Engineer
Seth Peterson, Pre-Construction Manager



ATTACHMENT "C"

March 14, 2025

Mr. Frank Lundy, P.E., County Engineer
Baldwin County Highway Department
Central Annex II 3rd Floor
22070 Highway 59
Robertsdale, AL 36567

Attention: Seth Peterson, P.E., Pre-Construction Engineer

Subject: County Road 13 at Corte Road Roundabout
Scope & Fee Proposal

Dear Mr. Lundy:

Gresham Smith is pleased to submit this revised proposal for designing intersection improvements and access management for the intersection of County Road 13 and Corte Road in Baldwin County. We are excited about the opportunity to continue to work with the Baldwin County Highway Department on this project.

PROJECT DESCRIPTION

The design of the roundabout will be based on the Baldwin County RFQ as well as notes from the scoping meeting held with Baldwin County staff on January 15, 2025. Improvements to the intersection include replacing the stop controlled, four-legged intersection with a roundabout and realignment of approximately 500' of each roadway approach leg.

It is our understanding this project will be solely funded by Baldwin County and subject to Baldwin County's plan development and review process, and it will be advertised and bid by Baldwin County.

SCOPE OF SERVICES

Gresham Smith's scope of services for this project includes: Topographic and Property Survey; Preliminary Design and Traffic Analysis; Location of Jurisdictional Wetlands; Geotechnical Subsurface Exploration and Pavement Design; Design and Preparation of Roadway Construction Plans; Develop ROW limits to be acquired and submit a ROW Field Map; Utility Coordination; Engineer's Construction Cost Estimate; and two (2) Plan Review Meetings with Baldwin County. ROW and easement tract sketches and deeds will be developed by Baldwin County, and ROW/ Easement acquisition services will be performed by Baldwin County.

Genuine Ingenuity
2222 Arlington Avenue South
Suite 202
Birmingham, AL 35205
205.298.9200
GreshamSmith.com

Wetlands Mapping and Permitting - Wetland Sciences, as a subconsultant to Gresham Smith, will perform a wetlands assessment of the site and delineate and map any wetlands found within the construction limits of the project. A cultural resources assessment is not anticipated for this project and is not included in the scope.

Preliminary Design

1. Kickoff Meeting with Baldwin County – Gresham Smith will attend a project kickoff meeting with Baldwin County. The overall goals of this meeting are to confirm that we understand the problem that we are working to solve, the County's goals and objectives and discuss other pertinent topics. Discussion topics may include:
 - a. Current operational or safety issues
 - b. Crash history
 - c. ROW constraints
 - d. Major utilities to avoid
 - e. Traffic patterns, volumes and future growth in the area
 - f. Large vehicles that need to be accommodated/project design vehicle(s)
 - g. Roundabout size
 - h. Traffic control/phasing considerations
 - i. Need for sidewalks and/or bike lanes
2. Site Visit- Gresham Smith will conduct a site visit to observe the existing intersection and traffic operations at the intersection, take measurements and pictures of the intersection and approaches, and make notes for the project and surrounding area.
3. Traffic Operational Analysis - Gresham Smith will:
 - a. Obtain and review existing traffic data to be provided by Baldwin County. Prepare existing traffic volume figures and tables.
 - b. Determine the historical traffic growth rate and calculate future AM and PM peak hour traffic volumes for the Opening Year and Design Year.
 - c. Coordinate with Baldwin County and the City of Daphne to gather information on future planned development in the area that could affect traffic volumes at this intersection. Obtain traffic impact studies that have been developed for future development and determine future development traffic at project intersection. Future development traffic impact studies will be provided by Baldwin County or the City of Daphne.
 - d. Prepare a traffic operational analysis to determine the required lane layout and design year AM and PM peak hour levels of service (LOS) for the proposed roundabout. The roundabout analysis will be done using Sidra.
 - i. If design year traffic volumes require more than one lane on some/all approaches and the circulatory roadway, perform analysis to estimate the threshold year when additional lanes are required for consideration of future expansion of the roundabout.
 - e. Prepare summary tables and figures showing the design year AM and PM peak hour LOS
 - f. Prepare brief summary of traffic analysis.
 - g. Submit traffic analysis information to Baldwin County for review.
4. Preliminary Plans Development- Gresham Smith will prepare a preliminary roundabout layout at the CR-13 at Corte Road intersection. This layout will confirm the roundabout is sized and positioned appropriately for traffic operations and for ease of construction. Gresham Smith will develop design criteria for the roundabout.
5. Gresham Smith will meet with Baldwin County staff via Teams to review traffic analysis results and the roundabout layout to determine the design to move forward to final design.

Topographic and Property/ROW Survey

Gresham Smith will contract with subconsultant Southeastern Surveying and Mapping Corporation to perform topographic, utility and right of way/property surveys for the project.

Topographic Survey - A topographic survey will be performed for the CR-13 existing alignment and the existing Corte Road and Glover Lane. The topographic survey will include the area outside the existing R.O.W. that are anticipated to be impacted by the construction of the roundabout and the approaches. The survey will include the location of all existing improvements, existing overhead utilities, existing underground utilities (gas, power, telecommunications, fiber optic, etc.) as located and marked by others, any water distribution system, accessible sanitary sewer structures, accessible storm structures, and drainage features. The surveyor will call the Alabama 811 locating service to have all in place underground utilities marked. The surveyor will provide a plat of the survey with all improvements, utility information, and topography shown at 1-foot contour intervals. The surveyor will also provide a digital version of the survey and/or a digital surface model in OpenRoads Designer format to be used for engineering design.

Right of Way/Property Survey- The surveyor will perform a R.O.W. survey in order to establish the existing R.O.W. and verify the existing property corners and R.O.W. monuments, property owners, establishment of existing right-of-way, and existing easements in the project area.

Acquired Right of Way Field Map- Once the R.O.W. to be acquired has been established in the design process, a map will be provided to Baldwin County that shows the existing R.O.W. and property information as well as the R.O.W. to be acquired.

Geotechnical and Pavement Design Services - Geotechnical Engineering-Testing, Inc. (GET), as a subconsultant to Gresham Smith, will perform a geotechnical subsurface exploration to develop recommendations for earthwork as well as for pavement design. GET will perform 6' borings at 200' intervals in the area of the proposed roundabout and lane widening. A report will be prepared that will summarize findings from the soil analysis and provide recommendations with regards to roadway foundation and fill materials. The report will also include recommendations for the new the pavement structure and tying to the existing roads.

Roadway Plans

Gresham Smith will design and prepare roadway plans for this project in accordance with current ALDOT standards. We currently propose to prepare plans at a 1" = 30' scale due to the level and amount of detail needed to be shown in the plans. All sheets will be developed with the current ALDOT CADD Standards and the latest versions of the ALDOT Roadway Plans Preparation Manual and the ALDOT Standard Drawings. The plans will be developed in the current ALDOT-approved version of OpenRoads Designer. Baldwin County will be provided electronic plan submittals for this project. The plans will consist of the following sheets:

- Title Sheet
- Index Sheet
- Geometric Layout / Survey Control Sheets
- Typical Sections Sheets
- Summary of Quantities Sheets/Summary of Quantities Box Sheets
- Project Notes
- Roadway Plan Sheets
- Roadway Profile Sheets (including the circular roadway, approach roadways, and access roads/ drives)
- Paving Layout Sheet
- Signing and Striping Layout Sheets
- Signing Details
- Island Detail Sheets
- Roundabout Grading Sheet
- Traffic Control Sequence and Notes updates
- Traffic Control Typical Sections
- Traffic Control Plan Sheet for detour
- Roundabout Lighting Layout (see below)
- Existing Utility Location Sheets
- Erosion Control Plan Sheets (Three Phases)
- Soil Boring Sheets
- Drainage Sections
- Cross-Sections (50' interval)
- Earthwork Summary Sheet

Lighting Layout - Using the desired lighting fixture provided by Baldwin County or the local electrical provider, Gresham Smith will perform a photometric analysis and develop a layout of the lighting fixtures for the roundabout. This layout will be provided to Baldwin County or the local electrical provider, and the County or electrical provider will provide the design of the electrical system (power service, conductors, conduits, foundations, etc.).

Gresham Smith will prepare a Storm Water Construction Best Management Practices Plan (CBMPP) and ADEM Construction Stormwater Permit Application.

Gresham Smith will prepare an Engineer's construction cost estimate for the entire project, utilizing unit cost information provided by Baldwin County and ALDOT.

Utility Coordination – Gresham Smith will provide utility coordination with affected utility companies. Our utility coordination effort is largely controlled by the utility companies' responsiveness to our coordination submittals and completing their relocation designs and relocation agreements in a timely manner. We have included our best estimate of our utility coordination effort needed to submit plans to the utility companies, confirm areas where relocations are required, confirm areas where utilities can be placed, determine if additional Right of Way will be required for relocations, and obtain utility relocation plans and agreements from affected utility companies. If we experience delays with the utility coordination work that results in us reaching our estimated utility relocation fee amount, we will request additional funding to complete the utility coordination work at that time.

Our utility coordination scope includes:

- A. Review survey of ROW and existing utilities as overlaid on proposed roadway improvements to identify potential utility conflicts and relocations needed.
- B. After plan milestone submittals at 60% and 90%, meet with utility companies and County to discuss utility relocations needed, preferred location of utilities and installation methods if conflicts exist.
- C. Meet with affected utility companies to outline a path forward for each. Outline dates for utility companies to respond to conflicts (will coincide with scheduled project progress meetings).
- D. The design of utility relocations will be the responsibility of and provided by the affected utility company.

Plan Reviews – Gresham Smith anticipates that a total of three (3) plan review meetings, one (1) for 30% complete, one (1) for 60% complete & one (1) for 90% complete, with Baldwin County will be held for the project. Gresham Smith will include dispositions of the comments made on the plans during these review meetings.



EXCLUSIONS

The following services are not included in our scope of services:

- Additional NEPA Environmental Studies, Coordination & Documentation above and beyond those described above
- Permitting Fees – permitting fees will be paid by Baldwin County
- Additional Geotechnical Investigation and/or Recommendations
- Landscaping & Irrigation Design
- Lighting electrical design – Gresham Smith will perform photometric analysis and develop a lighting layout. Baldwin County or the local electric utility will be responsible for the design of the electrical layout (power service, conduits, conductors, etc.)
- Construction Engineering & Inspection (CE&I)
- Utility relocation design – this will be the responsibility of the individual utility owners
- Preparation of Right-of-Way/Easement Acquisition Deeds and Sketches
- Right-of-Way/Easement Acquisition Services
- Project advertisement and bidding services

Gresham Smith can provide any of the services above as additional services upon written authorization from Baldwin County and by amendment to the scope and fee.

Compensation

Gresham Smith proposes to perform the scope of services described above for the lump sum, not-to-exceed fee of \$204,218 as outlined in the attached fee proposal. This fee is based on completing the scope of work by June 30, 2026. This fee includes all labor, overhead, profit, and subconsultants. The breakdown of this fee is shown below and on the attached fee proposal:

Task	Fee
Wetlands and Listed Species	\$1,100
Preliminary Design	\$17,775
Topographic and Property/ROW Survey	\$26,250
Acquired Right of Way Map	\$2,059
Geotechnical Investigation and Materials Report	\$9,450
Roadway Plans	\$140,388
Utility Coordination	\$7,196
TOTAL	\$204,218



Mr. Frank Lundy, P.E.
March 14, 2025
Page | 6

We look forward to the opportunity to design this roundabout for Baldwin County. If you have any questions about our scope of services or the fee proposal, please don't hesitate to contact me at 205.298.9226 or by email at chris.gass@greshamsmith.com.

Sincerely,

Chris Gass, P.E.
Project Manager

Blair C. Perry, P.E.
Project Executive
Alabama State Leader - Transportation

Attachments Man Day & Fee Proposal
 Wetland Sciences Proposal (Environmental)
 Southeastern Survey Proposal (Survey)
 GET Proposal (Geotechnical)

**Gresham
Smith**

Project No.	HW25008
County	Baldwin
Description	CR 13 at Corte Road Roundabout
Scope of Work	Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,
Project Length	0.40 Miles
Consultant	Gresham Smith
GRAND TOTAL OF FEE PROPOSAL	
Wetlands and Listed Species and Permitting	\$1,100
Preliminary Design	\$17,775
Survey	\$26,250
Right of Way Field Map	\$2,059
Geotechnical Investigation and Materials Report	\$9,450
Roadway Plans	\$140,388
Utility Coordination	\$7,196
GRAND TOTAL FEE	\$204,218



Signed

3/14/2025

Date

Principal/Alabama State Leader - Transportation

Position/Title

Project No.	HW25008	
County	Baldwin	
Description	CR 13 at Corte Road Roundabout	
Scope of Work	Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,	
Project Length	0.40 Miles	
Consultant	Gresham Smith	
Fee Proposal (Wetlands, Listed Species, and Permitting)		
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
Wetland Determinations and Listed Species (Wetland Sciences)	\$	800.00
	\$	-
	\$	-
Subconsultant Administration Expense	\$	300.00
Sub-Total	\$	1,100.00
TOTAL FEE	\$	1,100.00



February 10, 2025

Chris Gass P.E.
Gresham Smith

Via Email//Chris.gass@greshamsmith.com

**Re: CR 13 and Corte Roundabout
WSI Reference #2025-055a**

Dear Chris,

Per our discussion, the following is our proposed scope of services and estimated costs necessary to secure the required wetland resource permits for the proposed bridge replacement located in Baldwin County, Alabama. This proposal includes a review of furnished project information, presents our proposed scope of services, and contains deliverables and fee information.

SCOPE OF SERVICES

Activities to be performed for the Scope of Work are broken into two tasks to include fieldwork, coordination with designers, and preparation of an Application for Department of the Army Permit and agency negotiations, as described above.

TASK 1 – FIELD WORK

1. A jurisdictional determination of all wetlands regulated under **33 CFR 320-330** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual). This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is submeter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report. This will assist survey crews in the location of the delineated boundary lines.
2. Review land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, and identify any specific areas within the project area that could possibly support listed species. The study will be based on a Land Use, Cover and Forms Classification System (FLUCFCS) and will focus on habitats that could potentially support state or federally listed species or species of special concern. Surveys will be based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988*.

FEES

Wetland Determinations/Listed
Species.....\$800

We are looking forward to working with you on this project. If you have questions regarding this proposal, please do not hesitate to call.

Sincerely,
WETLAND SCIENCES, INC.

A handwritten signature in black ink, appearing to read "Craig D. Martin".

Craig D. Martin
Sr. Scientist

Project No.	HW25008	
County	Baldwin	
Description	CR 13 at Corte Road Roundabout	
Scope of Work	Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,	
Project Length	0.40 Miles	
Consultant	Gresham Smith	
Fee Proposal (Preliminary Roadway Plans)		
PERSONNEL COST		
	Man-days x Daily Rate	
	Sub-Total	\$ 17,774.78
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
		\$ -
		\$ -
		\$ -
	Sub-Total	\$ 17,774.78
	TOTAL FEE	\$ 17,774.78

3/14/2025

10:12 AM

Project No. HW25008 County Baldwin Description CR 13 at Corte Road Roundabout Scope of Work Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans, Project Length 0.40 Miles Consultant Gresham Smith				
PRELIMINARY ROADWAY PLANS	Senior Traffic Engineer	Traffic Engineer	Senior Engineer	Roadway Engineer
Roadway				
Phase I				
1 Client Coordination/kickoff meeting & site visit (2 persons)			2.25	
2. Assemble and review all existing studies, plans, volumes, and reports			0.25	
3. Develop design criteria for all roadways and submit to County			0.25	0.50
5. Obtain and review current traffic volumes (turning movement counts and ADTs) from Baldwin County. Prepare existing traffic volume figures and tables		0.50		
6. Determine Historical Traffic Growth Rate. Coordinate with Baldwin County and City of Daphne on future development that may affect traffic at this intersection. Obtain traffic impact studies for future developments. Using background traffic growth rate and traffic from impact studies, calculate Future AM & PM Peak Hour Traffic Volumes for the design year. Prepare Summary Tables and Figures Showing Future AM & PM Peak Hour Traffic Volumes for design year.		2.00		
7. Prepare traffic operational analysis of roundabout using Sidra for Design Year.		0.50		
8. If design year analysis shows more than one lane needed on some/all approaches and circulatory roadway, perform additional analysis to estimate threshold year when additional lanes are required.		0.50		

3/14/2025

10:12 AM

PRELIMINARY ROADWAY PLANS				
	Senior Traffic Engineer	Traffic Engineer	Senior Engineer	Roadway Engineer
9. Prepare summary tables and figures for Design Year and "Expansion Year" (if needed) from previous task showing AM and PM peak hour LOS and queues.		0.50		
10. Prepare brief summary memo of traffic analysis	0.25	0.50	0.25	
11. Submit to and discuss with Baldwin County (Teams meeting)		0.15	0.25	
12. Develop conceptual roundabout layout			0.75	
13. Meet with Baldwin County to review and discuss concept			0.25	
Phase I Totals	0.25	4.65	4.25	0.50
PRELIMINARY ROADWAY PLANS TOTALS	0.25	4.65	4.25	0.50

Project No. _____	
County Baldwin	
Description CR 13 at Corte Road Roundabout	
Scope of Work Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,	
Project Length 0.40 Miles	
Consultant Gresham Smith	
Fee Proposal (Survey)	
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)	
Southeastern Surveying and Mapping Corporation	\$ 25,000.00
	\$ -
	\$ -
Subconsultant Administration Expense	\$ 1,250.00
Sub-Total	\$ 26,250.00
TOTAL FEE	\$ 26,250.00



March 12, 2025

VIA EMAIL: chris.gass@greshamsmith.com

Mr. Christopher Gass, P.E. | Senior Project Manager
Gresham Smith
2222 Arlington Avenue South, Suite 202
Birmingham, Alabama 35205
D: 205-298-9226 | C: 251-234-8732

**RE: CR-13 at Corte Road Roundabout – Topographic Survey
Section 21, 22, 27 & 28, Township 05 South, Range 02 East, Baldwin County, Alabama**

Dear Mr. Gass,

We are pleased to submit our **revised** proposal for Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide a Topographic Survey in accordance with the Standards of Practice for surveying in the State of Alabama to include the following:

1. Establish or re-establish existing site control. All horizontal data will be relative to the Alabama State Plane Coordinate System West Zone and vertical data relative to NAVD88 Datum.
2. Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
3. Perform necessary field work to obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
4. Establish site benchmarks approximately every 500 linear feet.
5. Topographic coverage will be limited to 20 feet outside of the existing right-of-way to right-of-way of CR-13 at the intersection of Corte Road & Glover Lane. Running 600 linear feet North, South and East and running 500 linear feet west from intersection.
6. Locate sufficient parcel boundaries and right of way ties to map the existing road right of way throughout the limits of the survey and to be shown on the final drawing. Locate nearest Section location to provide ties for writing descriptions for proposed takes.
7. Locate all drainage structures within the road right of way and other end offsite.
8. Perform QA-QC field review upon completion of field survey.

Southeastern Surveying will contact Alabama 811 and provide all contact information for utility providers in the area, SSMC will locate all subsurface utilities that are designated / marked by the Utility Owners or their designated representatives.

As an “Optional Service”, SSMC’s Utility Division offers subsurface utility designating and marking of utility lines (QUALITY LEVEL - B) (contracted service) during the design phase using electronic equipment and ground penetrating radar (GPR).

Our fee for this optional service has been added to this proposal. If you would like to use this optional service, please make that clear when you return the signed proposal.

OPTIONAL: Subsurface Utility Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation (WITHIN ROAD RW ALONG THE SAME PROJECT LIMITS FOR THE TOPO MENTIONED IN THE SCOPE ABOVE)

OPTIONAL UTILITY DELIVERABLE

The final product will be a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

UTILITY TERMS AND CONDITIONS

***ORDERING LESS THAN 3 TEST HOLES MAY RESULT IN A MOBILIZATION CHARGE**

****SSMC will use its expertise and equipment to identify subsurface utilities. However, results may vary depending on several factors, including but not limited to soil composition, moisture content, tide levels, water table, dielectric constant of subsurface material, and unknown obstructions that may attenuate equipment signals.**

NO GUARANTEE IS PROVIDED TO THE CLIENT OR THIRD-PARTY ENTITIES THAT THESE SERVICES WILL DETECT ALL SUBSURFACE UTILITIES.

Ground Penetrating Radar (GPR): GPR is a highly effective method for detecting potential existing utility infrastructure. However, this service does not absolve the Client, subcontractors, or Utility Owners from their obligations and responsibilities under the respective state 811 legislation.

Third-Party Damage: SSMC shall not be liable to the Client or third party associated with this proposal for any damages resulting from excavation activities by the others.

Temporary Traffic Control (TTC) will be used only if necessary, and these invoice charges will be added to the total per day rate and reflected on our invoice to you.

Permitting: If permitting is required, these charges will also be additional and reflected on our invoice.

Test Holes Greater than 10 Feet: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.) WILL BE negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow exposure of the utilities.

Utility Sizes: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Pavement: Any additional overlaying or restoration of pavement, other than replacing removed and cold-patched materials, will be the Client’s responsibility.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Mr. Christopher Gass, P.E. | Senior Project Manager
CR-13 and Corte Road Roundabout – Topographic Survey
March 12, 2025



DELIVERABLE

The final product will be in OpenRoads Designer for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **email**.

PROJECT TIMELINE

We anticipate the completion of the above-described work within **four to six (4-6) weeks** after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Topographic Survey:	\$25,000.00
(Optional) Private Utility Locate Level B	\$ 5,617.00

Payment Terms:

Payment is expected within thirty (30) days from the date of the invoice.

LATE FEES

Late fees will assess to all payments past the 30 day mark. Late fee will be in the amount of \$50.00. Additional late fees will continue to accrue every 30 days past invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

PAYMENT OPTIONS

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

CLOSURE

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Tate B. Flowers, PSM | PLS
Project Manager | Project Surveyor

TBF:sd

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized Signatory execute the Agreement below and send via email to contracts@southeasternsurveying.com. **Fees and times stated in this agreement are valid for six months from the date of the proposal which would be September 12, 2025.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

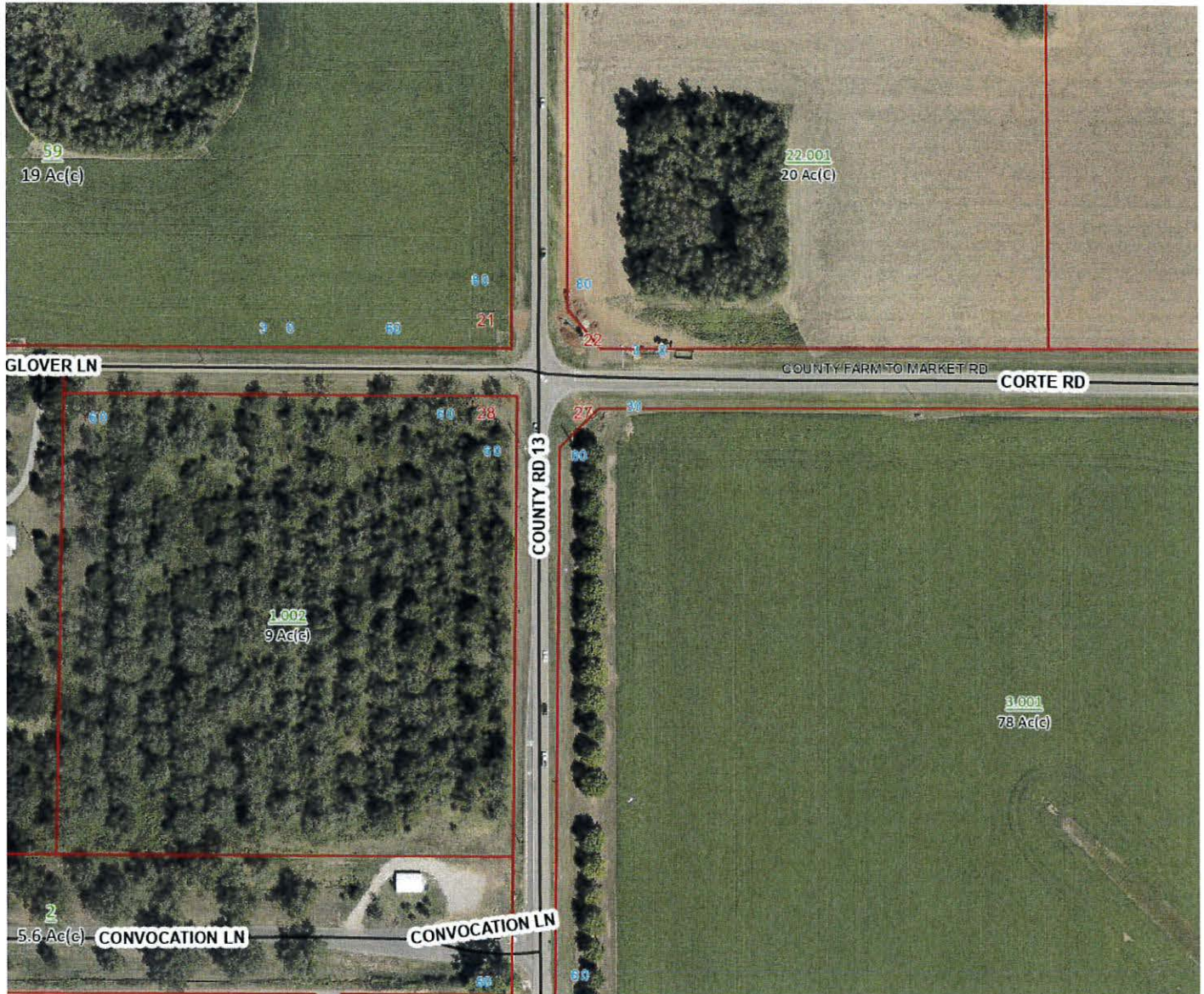
Date

Printed Name

Title (if any)

EXHIBIT "B"

PROJECT LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- The correctness and completeness of any document which was prepared by another entity.
- The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- Site safety or construction quality, means, methods, or sequences.
- The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Project No.	HW25008	
County	Baldwin	
Description	CR 13 at Corte Road Roundabout	
Scope of Work	Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,	
Project Length	0.40 Miles	
Consultant	Gresham Smith	
Fee Proposal (ROW Field Map)		
PERSONNEL COST		
	Man-days x Daily Rate	
	Sub-Total	\$ 2,059.44
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
	\$	-
	\$	-
	\$	-
	Sub-Total	\$ 2,059.44
	TOTAL FEE	\$ 2,059.44

3/14/2025

10:13 AM

Project No. <u>HW25008</u> County <u>Baldwin</u> Description <u>CR 13 at Corte Road Roundabout</u> Scope of Work <u>Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,</u> Project Length <u>0.40 Miles</u> Consultant <u>Gresham Smith</u>			
ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
<i>Estimated number of tracts=</i> <u>0</u>			
Task A: Right-of-Way Field Map	0.50	0.75	0.00
Task B: Tract Sketches	0.00	0.00	0.00
Task C: Deeds	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	0.50	0.75	0.00

3/14/2025

Baldwin County

12:45 PM

Project No.	HW25008	
County	Baldwin	
Description	CR 13 at Corte Road Roundabout	
Scope of Work	Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,	
Project Length	0.40 Miles	
Consultant	Gresham Smith	
Fee Proposal (Geotechnical - Investigation and Materials Report)		
PERSONNEL COST		
	Sub-Total	\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
Geotechnical Exploration and Report (GET)	\$	9,000.00
	\$	-
	\$	-
Subconsultant Administration Expense	\$	450.00
	TOTAL FEE	\$ 9,450.00

Project No.	HW25008	
County	Baldwin	
Description	CR 13 at Corte Road Roundabout	
Scope of Work	Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,	
Project Length	0.40 Miles	
Consultant	Gresham Smith	
Fee Proposal (Roadway Plans)		
PERSONNEL COST		
	Man-days x Daily Rate	
	Sub-Total	\$ 140,388.19
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
		\$ -
		\$ -
		\$ -
Subconsultant Administration Expense		\$ -
	Sub-Total	\$ 140,388.19
	TOTAL FEE	\$ 140,388.19

Project Number HW25008		CPMS # _____	
County Baldwin		_____	
Description CR 13 at Corte Road Roundabout		_____	
Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech,		_____	
Scope of work Roadway Plans,		_____	
Length 0.40 miles		_____	
Consultant Gresham Smith			

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		SR ROADWAY ENGINEER		ROADWAY ENGINEER	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.15	0.15	0.50	0.50
INDEX TO SHEETS	1.00	0.10	0.10	0.50	0.50
INDEX TO SPECIAL AND STANDARD DRAWINGS	1.00	0.15	0.15	0.50	0.50
PLANS LEGEND & ABBREVIATIONS	2.00		0.00	0.10	0.20
GEOMETRIC LAYOUT/SURVEY CONTROL	2.00	0.50	1.00	1.00	2.00
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.15	0.15	0.25	0.25
PROJECT NOTE SHEET (Signage)	1.00	0.25	0.25	0.25	0.25
PROJECT NOTE SHEET (Signals)					
PROJECT NOTE SHEET (ITS)					
PROJECT NOTE SHEET (Lighting)					
PROJECT NOTE SHEET (Traffic Loops)					
TYPICAL SECTIONS					
Main Roadway (Approaches & Circular Roadway)(4 Typical)	2.50	0.60	1.50	1.00	2.50
Driveways (1 - 2 Typical)	0.00	0.00	0.00	0.00	0.00
Misc (2 - 4 Typical)	0.00	0.00	0.00	0.00	0.00
Typical Details (Slope Paved Island Details, Curb Details, Curb and Gutter Details, Tie Build-up, Concrete Truck Apron Joint Details, and Gutter Flumes)	2.00	0.50	1.00	0.75	1.50
Ditches	0.50	0.25	0.13	0.25	0.13
SUMMARY SHEET					
Main Summary	2.00	0.15	0.30	0.25	0.50
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.50	0.25	0.13	0.75	0.38
Culvert Extension, New Culvert					
Bridge Culvert Extension, New Bridge Culvert					
Guardrail/End Anchors					
Slope Paving (Under Bridges)					
Side Drain Pipe			0.00		0.00
Signing	1.00	0.25	0.25	0.75	0.75
Base & Pavement (NO BOX)		0.00	0.25	0.00	0.75
Bridge					
Striping & Pavement Markings	0.50	0.50	0.25	1.00	0.50
Curb & Gutter	0.50	0.25	0.13	0.75	0.38
Bridge End Slabs					
Roadway Lighting					
Signals					
Signal Removal					
ITS					
Sidewalk					
Ditch Summary	0.50	0.25	0.13	0.75	0.38
Concrete Safety Barrier					
Retaining Wall					
Misc. Boxes	1.00	0.50	0.50	0.75	0.75
Erosion Control	0.50	0.25	0.13	0.75	0.38
Removal Items	0.50	0.25	0.13	0.50	0.25
Utility Relocation					

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		SR ROADWAY ENGINEER		ROADWAY ENGINEER	
		SHEET	TOTAL	SHEET	TOTAL
PLAN & PROFILE (Separate Sheets)					
Main Roadway - Roundabout Plan Sheet	1.00	1.00	1.00	1.00	1.00
Crossroads - Plan Sheet (CR 13 approaches)	1.00	0.50	0.50	1.00	1.00
Crossroads - Plan Sheet (Corte Rd and Glover Rd approaches)	1.00	0.50	0.50	1.00	1.00
Crossroads - Profile Sheet (Corte Rd/ Glover Rd Relocation)	1.00	0.50	0.50	1.00	1.00
Roundabout - Profile Sheet (Circular Roadway)	1.00	0.50	0.50	0.75	0.75
DRAINAGE PLAN SHEET					
Main Roadway - Drainage Plan Sheet	1.00	1.00	1.00	1.50	1.50
Crossroads					
Intersections					
PAVING LAYOUT					
Main Roadway	1.00	0.50	0.50	1.50	1.50
Detail Sheets (Slope Paved Islands)	1.00	0.75	0.75	2.00	2.00
SIGNING AND STRIPING					
Main Roadway	1.00	0.50	0.50	0.75	0.75
Detail Sheet (Striping, Markings, Markers)	1.00	0.50	0.50	0.75	0.75
Sign Face Detail Sheet	1.00	0.50	0.50	0.75	0.75
Sign Cross-Section Sheet	1.00	0.25	0.25	1.00	1.00
GRADING PLAN SHEET					
Roundabout Grading Plan Sheet	1.00	0.50	0.50	1.00	1.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	0.25	0.13	0.50	0.25
Summary of Quantities & Misc Items	0.50	0.50	0.25	1.00	0.50
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheet (Detour)	1.00	0.25	0.25	0.75	0.75
Special ALDOT TCP Drawings and Details	3.00	0.05	0.15	0.10	0.30

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		SR ROADWAY ENGINEER		ROADWAY ENGINEER	
		SHEET	TOTAL	SHEET	TOTAL
ROUNDBABOUT LIGHTING					
Electrical Legend and Abbreviations Sheet			0.00		0.00
Lighting Plan Layout (includes Photometrics)	1.00	2.00	2.00	3.00	3.00
Single Line Wiring Diagram (includes electrical calculations, conductor and conduit sizing and layout, voltage drop calculations, circuit breakers, arc flash, electrical service point coordination, etc.)					
Test Boring Record					
UTILITY SHEETS					
Utility Plan Sheet	1.00	0.15	0.15	0.50	0.50
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	2.00	1.25	2.50	3.50	7.00
Hydraulic Data Sheet	1.00	0.25	0.25	0.50	0.50
Details	1.00	0.50	0.50	1.00	1.00
SOIL SHEETS					
Soil Boring Logs			0.00		0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.05	0.05	0.10	0.10
Phased Sheets (Phase I)	1.00	0.25	0.25	0.25	0.25
Phased Sheets (Phase II)	1.00	0.25	0.25	0.50	0.50
Phased Sheets (Phase III)	1.00	0.25	0.25	0.50	0.50
CBMPP & NOI	1.00	0.50	0.50	1.50	1.50
ROADWAY CROSS SECTIONS					
Main Roadway - CR 13	8.00	0.30	2.40	0.40	3.20
Crossroads - Corte Rd	4.00	0.30	1.20	0.40	1.60
Crossroads - Glover Rd	4.00	0.30	1.20	0.40	1.60
Circular Roadway	4.00	0.30	1.20	0.40	1.60
Earthwork Summary Sheet	1.00	0.50	0.50	0.50	0.50

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		SR ROADWAY ENGINEER		ROADWAY ENGINEER	
		SHEET	TOTAL	SHEET	TOTAL
REVIEW COMMENTS					
30% Review			0.50		1.00
60% Inspection			0.50		1.50
90% Inspection			0.50		1.50
Cost Estimates			0.50		1.25
Design Hearing			0.00		0.00
Site Visits			0.50		1.50
SUB-TOTAL	72.00		30.86		59.75
10% Supervision			3.09		
TOTALS	72.00		30.86		59.75

Project No.	HW25008	
County	Baldwin	
Description	CR 13 at Corte Road Roundabout	
Scope of Work	Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans,	
Project Length	0.40 Miles	
Consultant	Gresham Smith	
Fee Proposal (Utility Coordination)		
PERSONNEL COST		
	Man-days x Daily Rate	
	Sub-Total	\$ 7,195.52
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
	\$	-
	\$	-
	\$	-
Subconsultant Administration Expense	\$	-
	Sub-Total	\$ 7,195.52
	TOTAL FEE	\$ 7,195.52

Project No. HW25008 County Baldwin Description CR 13 at Corte Road Roundabout Scope of Work Preliminary Roadway Design, Field Survey, Env. Permitting, Geotech, Roadway Plans, Project Length 0.40 Miles Consultant Gresham Smith		
UTILITY COORDINATION		
	Sr. Roadway Engineer	Roadway Engineer
1. Review existing Utilities as overlaid on proposed improvements. Look for potential utility relocations.	0.50	0.50
2. Conduct two (2) meetings with Baldwin County and utility companies to review relocations needed	0.75	1.00
2. Conduct one (1) onsite meeting with Baldwin County and utility companies to review relocations needed	0.50	
3. Coordination with utility companies on relocations, schedules, agreements, etc.	0.50	1.00
Total	2.25	2.50
UTILITY COORDINATION TOTAL	2.25	2.50

Attachment "E"

Terms and Conditions of Data Use

1. Subject to any applicable license agreements, the COUNTY agrees to provide PROVIDER its digital GIS files of Baldwin County to include color orthophotography, 1-foot contours, parcel data with ownership information, and other data as needed for portions of Locators required on a project by project basis. The use of the data will be provided at no charge, but other charges may apply as the situation warrants for support, programming, etc.
2. The parties acknowledge and agree that the COUNTY has a proprietary interest in the digital data provided to PROVIDER under this agreement. Consequently, it is agreed by and between the parties that PROVIDER and any of its contractors and subcontractors shall not sell, distribute, reveal or communicate in any fashion to third parties any information coming to it as a result of this agreement without the express written consent of the COUNTY. This clause shall not be construed to prevent PROVIDER from making and distributing maps, brochures etc., which are derived from data from COUNTY pursuant to this agreement.
3. Any information or content contained either within COUNTY's internet mapping viewer or within this digital data distributed by the COUNTY is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness and currency thereof is not guaranteed. The COUNTY makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of such information or data contained in or generated from the COUNTY Geographic Database or otherwise. Additionally, the COUNTY or any agent, servant or employee thereof assumes no liability associated with the use of this data, and assumes no responsibility to maintain it in any manner or form.
4. PROVIDER agrees that all materials publicizing or resulting from GIS Data provided for by the Agreement shall contain an acknowledgement of the COUNTY's assistance with said acknowledgement of support made through the use of the following or comparable footnote: "This activity was supported by the Baldwin County Commission."
5. Digital data will be provided in ArcView shape files and *.tif and *.jpg image formats.
6. GIS data provided to PROVIDER are in Alabama State Plane West, NAD83, FIPSZONE 0102. Vertical datasets are in the NAVD88 datum. Units are US Survey Feet.
7. PROVIDER agrees that if the project is terminated, then the "master" GIS dataset will be removed and destroyed. PROVIDER may continue to use any value added data that resides on its network that has been incorporated into their business applications after the termination of the agreement.
8. It is understood and agreed by the parties that all proprietary restrictions pertaining to the Digital GIS Data contained herein shall survive the termination of the Contract.