

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 January 28, 2025, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Engineering/Environmental Services for the Styx River Road Bridge Replacement; 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 Styx River Road Bridge Replacement”.**

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.

**XXVII: 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.

**XXVIII: 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.

**XXIV. 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  
Blair C. Perry 13/12/2025  
By Blair C. Perry /Date  
Its Alabama State Leader - Transportation

State of Alabama)

County of Jefferson

I, Theresa Ashley, Notary Public in and for said County and State, hereby certify that  
Blair Perry as AL. State Leader of Trans 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 13th day of March, 2025.

Theresa Ashley  
Notary Public, At-Large  
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:

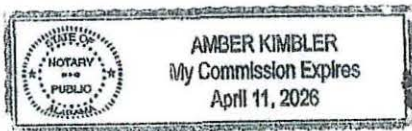
11/08/2024, 11/15/2024, 11/22/2024

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 11/22/2024.

BALDWIN COUNTY COMMISSION - LEGA  
Acct#: 984131  
Ad#: 355433  
RFQ Styx River Rd Bridge Replacement  
Amount of Ad: \$728.24  
Legal File# RFQ Styx River

Wanda Gautney

HW25074-1PRECN-1CONTR SRV-1ADVERTISE

### Baldwin County Commission

Request for Qualifications (RFQ)  
for Engineering/Environmental  
Services for the Styx River Road  
Bridge Replacement

#### Overview:

The Baldwin County Commission, acting by and through the Highway Department, seeks qualifications from qualified engineering consultant firms for the design of the Styx River Road Bridge Replacement Project.

Styx River Road Bridge Replacement Project's principal purpose is to replace the deteriorating drainage structure over Juniper Creek.

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

#### Requirements:

The successful firm chosen will have experience with environmental studies, Bridge design, hydraulic and hydrologic analysis, data collection and analysis, preliminary engineering, preliminary cost analysis and other tasks associated with similar type projects. 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.
- 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.
- Provide one contact person to coordinate project information.

#### 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 (+/- 18 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 company 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 December 4, 2024, at 2:00 pm CDT.

Qualifications should be sent to the address below on or before 2:00 pm CDT December 11, 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](http://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.

November 8-15-22, 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](http://www.baldwincountyal.gov)

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

January 28, 2025

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

**REFERENCE:** Request for Qualifications (RFQ) for Engineering/Environmental Services for Styx River Road Bridge Replacement Project for the Baldwin County Commission

Dear Mr. Gass:

The Baldwin County Commission during their regularly held meeting on January 28, 2025, **selected** your firm for the Engineering/Environmental Services for the Styx River Road Bridge Replacement 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 CE5

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

ATTACHMENT "C"



March 7, 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: Styx River Road over Juniper Creek  
Scope & Fee Proposal for Preliminary Engineering and Survey

Dear Mr. Lundy:

Gresham Smith is pleased to submit this proposal for hydraulic analysis, survey, and preliminary roadway and bridge design for the structure replacement on Styx River Road over Juniper Creek in Stapleton. We understand that the existing structure, which consists of four 5.9'-span corrugated steel pipes, is in poor condition and is not adequately sized to handle design storm events. The proposed replacement structure will provide hydraulic improvements to the crossing and improvements to the roadway approaches.

The existing cross drain is located on Styx River Road approximately 2 miles east of US-31 in Stapleton. The drain serves approximately 2.3 square miles of drainage basin in a rural area consisting of wooded areas, cultivated fields, and some residential area. According to USGS maps, this basin is an unnamed tributary of Juniper Creek.

**PROJECT DESCRIPTION**

Gresham Smith will approach the replacement of the proposed cross drain with the possibility of a single-span bridge design. Sizing will depend on the existing conditions like the profile of the road, the depth of the existing culvert flowline, the size of the existing channel, and how the proposed structures impact the roadway as well as the adjacent properties. We anticipate a much larger drainage structure that will be built adjacent to the existing drainage structure in order to maintain traffic during construction.

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





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 proposes that the engineering and design of this project be done in two phases, Preliminary and Final Design. Gresham Smith's scope of services for the Preliminary phase includes: Field Survey, one (1) meeting with Baldwin County to discuss the scope, Hydraulic Analysis and Preliminary Sizing of the Structure, Preliminary Roadway Alignment and Profile, and one (1) Teams meeting to discuss the Preliminary Design results before moving into the Final Design phase.

### **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 Styx River Road existing alignment. The topographic survey will also include the area outside the existing R.O.W. that is anticipated to be impacted by the construction of the new bridge structure and the approaches. The survey will include the location of 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, and drainage features. The surveyor will also get topographic information for the streambed 500' upstream and downstream of Styx River Road. 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 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.

### **Hydraulic Analysis and Report**

A Hydraulic Analysis will be performed using HECRAS software. The analysis will include models for the natural condition, existing condition, and proposed condition. A hydraulic study will be compiled and will consist of the following:

- Site Description / Project Narrative
- Statements defining sources of information including cross-sections and topo data
- Analysis considerations
- Supporting documentation stating analysis procedures
- Documentation of all modifications made to models
- Tables comparing water surface elevations
- Tables comparing velocities
- Documentation of Results from the Hydraulic study
- Aerial Maps and Photographs



### 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:

- Current operational or safety issues
- Flood history
- ROW constraints
- Major utilities to avoid
- Traffic control/phasing considerations

2. Site Visit- Gresham Smith will conduct a site visit to observe the existing structure, take measurements and pictures of the structures and the upstream and downstream conditions, and make notes for the project and surrounding area.

3. Preliminary Design Development- Gresham Smith will prepare roadway design criteria for Styx River Road. The design criteria will be the basis for developing a typical section and preliminary roadway layout of Styx River Road with a new bridge structure. This layout will be developed using the results from the hydraulic analysis and report to determine a bridge structure type and size. A roadway alignment and profile will be developed using the proposed bridge structure, and then a preliminary model can be generated. The alignment and profile will be designed parallel and adjacent to the existing roadway so that traffic can be maintained while the new roadway and bridge are constructed. Gresham Smith will generate a typical section sheet, bridge TS&L sheets, and the plan and profile roll plot for the roadway. Roadway design will be performed using OpenRoads Designer (ORD) software.

4. Gresham Smith will meet with Baldwin County staff to review hydraulic analysis results and the preliminary roadway and bridge layout to determine the design to move forward to final design.

### EXCLUSIONS

The following services will be required in the Final Design Phase of the project and are not included in our scope of services for Phase 1:

- NEPA Environmental Studies, Coordination & Documentation above and beyond those described above
- Geotechnical Investigation and/or Recommendations
- Final Roadway and Bridge Design and Construction Plans Production
- Utility Coordination
- Preparation of Right-of-Way Map
- Permitting and Agency Coordination

### Compensation

Gresham Smith proposes to perform the scope of services described above for the lump sum, not-to-exceed fee of \$97,734 as outlined in the attached fee proposal. 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
Topographic and Property/ROW Survey	\$32,029
Hydraulic Analysis and Report	\$28,973
Preliminary Design	\$36,732
TOTAL	\$97,734

We look forward to the opportunity to design this bridge replacement 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](mailto: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  
Southeastern Survey Proposal (Survey)

3/7/2025

## Alabama Department of Transportation

12:24 PM

<b>Project No.</b>	
<b>County</b>	Baldwin
<b>Description</b>	Styx River Road Bridge Replacement
<b>Scope of Work</b>	Field Survey, Hydraulic Analysis, Preliminary Roadway and Bridge Design
<b>Project Length</b>	0.30 Miles
<b>Consultant</b>	Gresham Smith
<b>GRAND TOTAL OF FEE PROPOSAL</b>	
Survey	\$32,029
Hydraulic analysis	\$28,973
Preliminary Roadway and Bridge Design	\$36,732
<b>GRAND TOTAL FEE</b>	<b>\$97,734</b>

Signed

3/7/2025

Date

Principal/Alabama State Leader - Transportation

Position/Title

<b>Project No.</b> _____	
<b>County</b> Baldwin	
<b>Description</b> Styx River Road Bridge Replacement	
Field Survey, Hydraulic Analysis, Preliminary Roadway and Bridge Design	
<b>Scope of Work</b> _____	
<b>Project Length</b> 0.30 Miles	
<b>Consultant</b> Gresham Smith	
<b>Fee Proposal (Survey)</b>	
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>	
Southeastern Surveying and Mapping Corporation	\$ 30,504.00
	\$ -
	\$ -
Subconsultant Administration Expense (5%)	\$ 1,525.20
<b>Sub-Total</b>	<b>\$ 32,029.20</b>
<b>TOTAL FEE</b>	<b>\$ 32,029.20</b>





February 28, 2025

VIA EMAIL: [chris.gass@greshamsmith.com](mailto: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: Baldwin County – Bridge Replacement on Styx River over Juniper Creek  
Styx River Road from Sandy Lane to London Lane, Stapleton, Alabama 36578  
Section 34, Township 03 South, Range 03 East, Baldwin County, Alabama**

Dear Mr. Gass,

**PROJECT STATEMENT:** We are pleased to submit our proposal for Surveying Services and **Optional** Utility Services on the above-referenced project. It is our understanding that Gresham Smith requires a Topographic Survey and **Optional** Utility Designation to support the design of the Baldwin County – Bridge Replacement on Styx River over Juniper Creek Project. The specific area is identified in the attachment Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

**SCOPE OF WORK:**

Provide surveying services as mandated by the local governments, as well as regulations and laws of the Project's State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. Establish 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, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Establish site benchmarks approximately every 1000' feet along project route.
4. Topographic coverage will be limited to Styx River Road from Sandy Len to about 150' feet past London Lane and extend 40' feet south beyond existing right of way and to be shown on the final drawing.
5. Locate sufficient parcel boundaries and right of way ties to map the existing road right of way throughout the limits of the survey.
6. Locate all drainage structures within the road right of way and other end offsite.
7. Stream cross-sections approximately 500' feet upstream and 500' feet downstream for stream alignment and profile.

**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 **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

#### **ADDITIONAL SERVICES**

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-current hourly rates as provided for in Exhibit A.

#### **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.

**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 limited to Styx River Road from Sandy Len to about 150' feet past London Lane.

#### **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.



Mr. Christopher Gass, P.E. | Senior Project Manager  
Baldwin County – Bridge Replacement on Styx River over Juniper Creek  
February 28, 2025



**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.

have an authorized  
n. Fees and times  
t 28, 2025.

**EXPENSES AND FEES**

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

nderstand, and

Topographic Survey:	\$ 30,504.00
OPTIONAL: Subsurface Utility Designation:	\$ 3,250.00
<hr/>	
Anticipated Total ( <u>Includes</u> Optional Service):	\$ 33,754.00
Anticipated Total ( <u>Excludes</u> Optional Service):	\$ 30,504.00

Initial By Approved Fee:

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**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 look forward to the opportunity to work with you on this project.

Sincerely,

Tate B. Flowers, PSM | PLS  
Survey Division Project Manager

TBF.sd

## EXHIBIT "A"

### HOURLY RATES

#### Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rate
Professional Surveyor & Mapper/PSM	\$ 199.00 / per hour	
Project Surveyor	\$ 177.00 / per hour	
Expert Witness	\$ 360.00 / per hour	
Senior Technician	\$ 133.00 / per hour	
CAD Technician	\$ 118.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00
One Person Field Crew	\$ 133.00 / per hour	
Two Person Field Crew	\$ 178.00 / per hour	\$ 267.00
Three Person Field Crew	\$ 233.00 / per hour	\$ 350.00
Four Person Field Crew	\$ 289.00 / per hour	\$ 433.00
Sketch of Descriptions (per SD)	\$ 676.00	
Residential Elevation Certificate	\$ 925.00	
Commercial Elevation Certificate (per bldg.)	\$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	\$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	\$ 450.00 / each	

#### LiDAR/UAV

Category	Day Rate	Night / Weekend Rate
LiDAR Technician	\$ 133.00 / per hour	
LiDAR Project Manager	\$ 177.00 / per hour	
LiDAR One Person Field Crew	\$ 155.00 / per hour	
LiDAR Two Person Field Crew	\$ 204.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
UAS/UAV Photogrammetry Crew	\$ 268.00 / per hour	
Mobile Scan Crew	\$ 268.00 / per hour	

#### Construction Services

Category	Day Rate	Night / Weekend Rate
Construction Professional Surveyor & Mapper	\$ 203.00 / per hour	
Construction Project Manager	\$ 203.00 / per hour	
Construction Senior Technician	\$ 153.00 / per hour	
Construction CAD Technician	\$ 136.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
Construction One Person Field Crew	\$ 153.00 / per hour	
Construction Two Person Field Crew	\$ 204.00 / per hour	\$ 306.00 / per hour
Construction Three Person Field Crew	\$ 268.00 / per hour	\$ 402.00 / per hour
Construction Four Person Field Crew	\$ 332.00 / per hour	\$ 498.00 / per hour



## GIS Services

Category	Day Rate	Night / Weekend Rate
Professional Engineer	\$ 213.00 / per hour	
GIS Project Manager	\$ 177.00 / per hour	
GIS Analyst	\$ 119.00 / per hour	
GIS Technician	\$ 79.00 / per hour	
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
Two Person GIS Crew	\$ 178.00 / per hour	
One Person GIS Crew	\$ 133.00 / per hour	

## Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rate
Project Manager	\$ 177.00 / per hour	\$ 265.00 / per hour
Senior Technician	\$ 133.00 / per hour	\$ 200.00 / per hour
Clerical	\$ 79.00 / per hour	\$ 118.00 / per hour
One Person Crew	\$ 178.00 / per hour	\$ 267.00 / per hour
Two Person Crew	\$ 216.00 / per hour	\$ 324.00 / per hour
Three Person Crew	\$ 301.00 / per hour	\$ 451.00 / per hour
<b>Vacuum Excavation (Per Test Hole)</b>		
1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	\$ 616.00 / each	\$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00 / each	\$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	\$ 217.00 / per hour	\$ 336.00 / per hour
<b>Temporary Traffic Control (TTC)</b>		
Per Lane Closure	\$ 1,013.00 / each	\$ 1,231.00 / each
Per Sidewalk Closure	\$ 500.00 / each	\$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
<b>Mast Arms (Per Location)</b>		
Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
Concrete/Asphalt Removal & Repair	\$ 436.00	
Survey Staking of Pole Location	\$ 431.00	

## Miscellaneous Services

<b>Per Diem/Lodging Expenses</b>		
Category	Day Rate	Night / Weekend Rate
Per Day Two Person Crew	\$ 395.00	
Per Day Three Person Crew	\$ 595.00	



## PROJECT LOCATION





## GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the Proposal Letter, 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 as if they were fully outlined in 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 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 DECISIONS

You, or any of Your directors, officers, partners, members, managers, employees, or agents having apparent authority over You, may (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 by sending an email to the SSMC Project Manager or the Contracts Department at [contracts@ssmc.us](mailto:contracts@ssmc.us). Any oral decisions must be followed up in writing within seven (7) days, or SSMC will consider the oral request binding.

### 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.

### TERM OF CONTRACT

The term of this Agreement shall begin and end based on the Project Timeline provided above unless both Parties agree in writing to extend the Project.

### PAYMENT

SSMC may submit invoices to You anytime 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 You make 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 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 incurred 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, DISPUTES AND ATTORNEY'S FEES

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties irrevocably waive all rights to trial by jury in any action, proceeding, or counterclaim arising from or related to this Agreement. The Parties agree that any dispute arising from or related to the Services will be subject to mediation. Mediation will occur in Orlando, Florida. If mediation is unsuccessful, then binding arbitration is to be administered in accordance with the American Arbitration Association in Orlando, Florida. The losing Party shall pay the winning Party's reasonable attorney's fees and expenses for the mediation and/or arbitration of any cause of action, claim, or demand arising under 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 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 in tort, contract, 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, consequential, special, incidental, punitive, or exemplary damages.

### 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 who 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 to carry General Liability in the amount of \$1M per 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 \$2M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$1M. 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 one (1) year. SSMC and Client shall waive subrogation against one another.

### COMPLETE AGREEMENT

This Agreement serves as SSMC's official offer of work. Upon signature, this Agreement and all accompanying exhibits or attachments constitute the entire Agreement between the Parties and will supersede any prior Agreements (whether oral or written) for the associated Services. 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. Once the signed Agreement is received, SSMC will NOT accept any additional contractual documents unless it is an amendment to this Agreement. All amendments will be incorporated by reference in the Agreement and signed or initialed on behalf of both Parties.



<b>Project No.</b> _____	
<b>County</b> Baldwin	
<b>Description</b> Styx River Road Bridge Replacement	
<b>Scope of Work</b> Field Survey, Hydraulic Analysis, Preliminary Roadway and Bridge Design	
<b>Project Length</b> 0.30 Miles	
<b>Consultant</b> Gresham Smith	
<b>Fee Proposal (Hydraulic Analysis)</b>	
<b>PERSONNEL COST</b>	
Man-days x Daily Rate	
<b>Sub-Total</b>	<b>\$ 28,973.18</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>	
	\$ -
	\$ -
	\$ -
<b>Sub-Total</b>	<b>\$ 28,973.18</b>
<b>TOTAL FEE</b>	<b>\$ 28,973.18</b>



3/7/2025

## Alabama Department of Transportation

12:25 PM

<b>Project No.</b> _____ <b>County</b> Baldwin _____ <b>Description</b> Styx River Road Bridge Replacement _____ <b>Scope of Work</b> Field Survey, Hydraulic Analysis, Preliminary Roadway and Bridge Design _____ <b>Project Length</b> 0.30 _____ Miles <b>Consultant</b> Gresham Smith				
<b>HYDRAULIC ANALYSIS</b>	Senior Hydraulic Engineer	Hydraulic Engineer	Senior Engineer	Roadway Engineer
Site visit	1.00			
2b HECRAS Model- Existing Conditions		2.75		
2a HECRAS Model- Natural Conditions		2.75		
2c HECRAS Model- Proposed Conditions		2.75		
Hydraulic Report - Includes background data, summary and comparison of models, and documentation of results	2.50	3.75		
<b>Phase I Totals</b>	<b>3.50</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PRELIMINARY ROADWAY PLANS TOTALS</b>	<b>3.50</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Project No.</b> _____	
<b>County</b> Baldwin	
<b>Description</b> Styx River Road Bridge Replacement	
<b>Scope of Work</b> Field Survey, Hydraulic Analysis, Preliminary Roadway and Bridge Design	
<b>Project Length</b> 0.30 Miles	
<b>Consultant</b> Gresham Smith	
<b>Fee Proposal (Preliminary Roadway and Bridge Design)</b>	
<b>PERSONNEL COST</b>	
<b>Sub-Total</b>	<b>\$ 36,731.51</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>	
	\$ -
	\$ -
	\$ -
<b>Sub-Total</b>	<b>\$ 36,731.51</b>
<b>TOTAL FEE</b>	<b>\$ 36,731.51</b>

3/7/2025

## Alabama Department of Transportation

1:20 PM

<b>Project No.</b> _____ <b>County</b> Baldwin _____ <b>Description</b> Styx River Road Bridge Replacement _____ <b>Scope of Work</b> Field Survey, Hydraulic Analysis, Preliminary Roadway and Bridge Design _____ <b>Project Length</b> 0.30 _____ Miles <b>Consultant</b> Gresham Smith						
PRELIMINARY ROADWAY AND BRIDGE DESIGN	Senior Hydraulic Engineer	Hydraulic Engineer	Senior Bridge Engineer	Bridge Engineer	Senior Engineer	Roadway Engineer
<b>Phase I</b>						
Scoping meeting with Baldwin County and site visit			1.50		1.50	1.50
Develop design criteria for roadway					0.25	0.50
Develop preliminary typical section					0.25	0.75
Develop preliminary roadway alignment, profile, and model					1.00	3.50
Develop preliminary bridge layout (span arrangement and structure depth)			1.25	8.00	0.25	
Meet with Baldwin County to review and discuss concept (Teams Meeting)	0.25		0.25		0.25	
Revise Concept as needed	0.25	0.5	0.25	0.25	0.25	0.50
<b>PRELIMINARY ROADWAY AND BRIDGE TOTALS</b>	<b>0.50</b>	<b>0.50</b>	<b>3.25</b>	<b>8.25</b>	<b>3.75</b>	<b>6.75</b>

## 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.