

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 Thompson Engineering, Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, November 21, 2023, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Engineering/Environmental Services for County Road 65 Between County Roads 34 and 36; 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: Thompson Engineering, Inc.

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: Thompson Engineering, Inc.
7101 US HWY 90
Daphne, AL 36526

Physical Address:
7101 US HWY 90
Daphne, AL 36526

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12

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 County Road 65 Corridor Extension Project Between County Roads 34 and 36 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.

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.

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

COUNTY

ATTEST:

_____/_____
BILLIE JO UNDERWOOD, 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, Billie Jo Underwood, 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 _____, 2024.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Thompson Engineering, Inc.

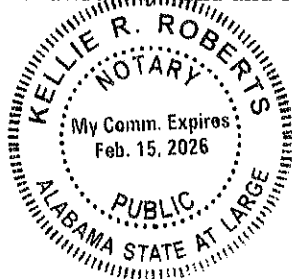
Charles / 8-19-24
By Charles Weber /Date
Its Team Leader

State of Alabama)

County of Baldwin)

I, Kellie R Roberts, Notary Public in and for said County and State, hereby certify that
Charles Daniel Weber as Teamleader of Thompson Engineering, Inc., 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 Thompson Engineering, Inc.

GIVEN under my hand and seal on this the 19 day of August, 2024.



Kellie R Roberts
Notary Public, Kellie R Roberts
My Commission Expires 02-15-2024

Baldwin County Commission

Request for Qualifications (RFQ) for Engineering/Environmental Services for the County Rd 65 Corridor Extension Project between County Roads 34 and 36

Overview:

The Baldwin County Commission, acting by and through the Highway Department, seeks qualifications from qualified engineering consultant firms for the design of a new roadway and intersection improvements for the County Rd 65 (CR-65) Corridor Extension Project from CR-34 to CR-36 section.

The CR-65 Corridor Extension Project's principal purpose is to extend the CR-65 Corridor to improve safety, increase capacity, support economic growth, and is critical to quickly and safely allow citizens and visitors to evacuate when needed.

The consultant chosen will assist in survey, environmental assessment, geotechnical analysis, environmental permitting, design, utility coordination, plan production, contract preparing, bidding, and construction inspection services (if needed) required to complete the project.

Requirements:

The successful firm chosen will have experience with environmental studies, 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. Firms responding to this RFQ should provide Dun and Bradstreet number and be registered with the GSA database at www.sam.gov to confirm debarment/suspension status.

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.
- Provide design services and prepare construction plans in accordance with the ALDOT Roadway Plans Preparation Manual.
- Assist with bidding of the project.
- Prepare contracts for proposed contractors.
- Provide construction inspection services (if needed).
- 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 bidding (+/- 12 months after notice to proceed)
2. Inspection Services (as needed)

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 include Dun and Bradstreet (DUNS) number and 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 21, 2023, at 2:00 pm (CST).

Qualifications should be sent to the address below on or before 2:00 pm (CST), January 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



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

February 20, 2024

Thompson Engineering, Inc.
2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
ATTN: Charles Weber

REFERENCE: Request for Qualifications (RFQ) for Engineering/Environmental Services for County Road 65 Corridor Extension Project between County Roads 34 and 36 for the Baldwin County Commission

Dear Mr. Weber:

The Baldwin County Commission during their regularly held meeting on February 20, 2024, **selected** your firm for the Engineering/Environmental Services for County Road 65 Corridor Extension Project between County Roads 34 and 36 for the Baldwin County Commission 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,

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU:wg Item #CE6

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



May 20, 2024

Mark Acreman, P.E., Assistant County Engineer
Baldwin County Highway Department
PO Box 220
Silverhill, Alabama 36576

RE: Revised Proposal for Professional Engineering and Environmental Services
County Road 65 Corridor Extension Project from CR-34 to CR-36
Thompson Proposal No. 24-4110-0030-B_Rev01

Thank you for selecting Thompson Engineering, Inc. (Thompson) to provide the engineering and environmental services required to complete the County Rd 65 Corridor Extension Project between CR-34 and CR-36! We look forward to working with the County to expand the CR-65 corridor and have prepared the following proposal based on our understanding to complete the work.

Following our design scoping meeting on February 29, we received additional design requirements as determined by the Operational and Safety Analysis of CR-65 from CR-24 to CR-36 prepared by Sain Associates and dated April 8, 2024. This proposal incorporates the improvement recommendations found in the report, including installing a single lane roundabout at CR-34 and a two-way stop-controlled intersection at CR-36. The recommended single lane roundabout at CR-65 and CR-34 North will be incorporated into the GOMESA project to extend CR-65 along Paul Cleverdon Rd between CR-32 and CR-34, unless requested otherwise to include it in this project.

This proposal is for preliminary engineering, final design, and construction bidding assistance for a new two-lane roadway segment to extend CR-65 from CR-34 to CR-36. A proposal for construction administration will be provided at a later date, if requested by the County. Thompson is pleased to submit this proposal along with our understanding of the project, proposed scope and fee, and our request for authorization to proceed.

Project Understanding

As part of a master plan to increase traffic capacity, safety, and support economic growth in the south Baldwin County area, the Baldwin County Commission has set an objective to further develop and extend the CR-65 Corridor. As part of this initiative, the Baldwin County Highway Department (Highway Department) is planning an extension of the existing CR-65 corridor from CR-34 to CR-36 in Summerdale, Alabama. This approximately 0.5-mile-long segment of the



Figure 1: Project Location

CR-65 corridor will be a direct continuation of improvements made as part of a separate Highway Department project to extend CR-65 along Paul Cleverdon Road from CR-32 to CR-34. This project will aim to implement those recommendations within the project footprint and maintain consistency and uniformity with the roadway alignment and typical section on adjacent projects.

Scope of Work

The specific scope of work presented below addresses project requirements known at the time of this proposal. If additional services are subsequently requested by the Highway Department, our office will respond promptly; however, additional services will not be undertaken without prior written approval from Baldwin County Highway Department.

Task 1: Topographic and Property Surveys

Thompson will provide surveying services to complete Topographic Surveys and Right-of-Way Mapping to support hydraulic analyses, right-of-way acquisition, final design and plans preparation. The specific survey tasks proposed are as follows:

- Topographic survey of a 120' wide corridor between CR-34 and CR-36
- Streambed profiles for a distance of at least 500' upstream and downstream of crossings
- Stream cross-sections taken along the stream traverse and extending from high ground to high ground, at least ten (10) feet above channel bank elevations, where applicable
- Prepare ROW files to field map stage for the Highway Department to prepare ROW maps, deeds and tract sketches needed to acquire ROW
- All above ground visible utilities will be located within the limits and all underground utilities marked by others will be surveyed and shown. A call will be made to Alabama 811 for underground utility locations.
- To improve data collection for underground utilities, Thompson will also conduct its own subsurface utility investigation and data collection at a quality level "B". Utility investigation will be conducted in a manner typical to mapping utilities with a road corridor.
- Trees 12 inches and larger will be located lying within the survey limits.
- DELIVERABLES: Survey sketches and electronic copies of survey data

Task 2: Geotechnical Engineering Services

Thompson will provide geotechnical engineering services to support the roadway design elements for the project. We understand the project includes a new roadway planned through an existing farmland and residential area from CR34 to CR36. The area is relatively flat with minimal vegetation and farm fields. Borings will need to be located so as to remain a distance of 10 feet from existing power lines.

Project deliverables will include engineering conclusions and recommendations in accordance with the ALDOT Geotechnical Manual. Based on our understanding of the project needs, geotechnical deliverables will consist of the following:

- Perform nine (9) subsurface borings with SPT drill rig to a maximum depth of 8 feet within the footprint of the planned extension.
- Classify and stratify the various subsurface soil strata encountered in the soil borings and perform limited laboratory soil testing as needed in support of such geotechnical design.

- Prepare a Materials Report, which summarizes the field exploration, laboratory testing, engineering evaluations, technical discussions, and engineering recommendations in support of the roadway extension including pavement build up recommendations with ALDOT pay items.

Task 3: Environmental Services

Thompson will provide environmental services to include a wetland delineation, threatened and endangered species survey, US Army Corps of Engineers Nationwide Permitting, and NPDES Permitting. If required by the Corps, a cultural resources survey will also be provided. Given the County's intent to acquire additional right-of-way through existing farmland, we have also included a proposal for an optional Phase I Environmental Site Assessment to assist the County in acquiring the new properties for this project.

A. Wetland Delineation, Threatened and Endangered Species Survey, and Nationwide Permitting

Thompson Engineering will perform a wetland delineation to determine the presence of wetlands, streams, or other Waters of the U.S. within the project corridor.

Based on preliminary site visits, we anticipate the wetland impacts to be less than the ½ acre threshold allowed for Nationwide Permit 14 coverage. Thompson will prepare documentation needed to submit Pre-Construction Notification, respond to agency questions, and coordinate requests for additional information to obtain NWP coverage.

In addition to the wetland delineation, Thompson will complete a threatened and endangered species survey concurrent with the Wetland Delineation to be included with the PCN as required.

If the impacts exceed ½ acre requiring an Individual Permit, additional services will be required.

B. Cultural Resources Survey (As Needed)

Thompson will coordinate with the Corps during the permitting process to determine if a cultural resource survey will be required to authorize construction. If required by the Corps, Thompson will perform a Phase I Cultural Resources Survey conforming to state and federal guidelines, including Section 106 of the National Historic Preservation Act of 1966 and the United States Secretary of the Interior's Advisory Council on Historic Preservation Regulations, 36 CFR Part 800.

C. Phase 1 Environmental Assessment (As Needed)

The primary objective of a Phase I Environmental Site Assessment (ESA) is to provide a professional evaluation of recognized environmental conditions regarding the subject property, as may be related to the potential presence of hazardous substances and/or petroleum products, due to prior activities at the site and/or adjacent properties. The Phase I ESA is proposed in general conformance with the scope and limitations of ASTM E1527-21 "Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process." Principal components of the Phase I ESA include records review, site reconnaissance, interviews, and a report. Thompson will only review chain of land title records if they are made available through the user, owner, or key site manager. A Phase I Environmental Site Assessment does not include procuring recorded land title records.

As per the referenced ASTM standard, there are certain "user" (client) responsibilities associated with the performance of a Phase I ESA, outlined as follows:

- Checking Title Records for Environmental Liens
- Specialized Knowledge or Experience of the User
 - If the user is aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with the property, it is the user's responsibility to communicate any information based on such specialized knowledge or experience to Thompson Engineering. The user should do so before Thompson Engineering performs the site reconnaissance.
- Reason for Significantly Lower Purchase Price
 - In a transaction involving the purchase of a parcel of commercial real estate, if a user has actual knowledge that the purchase price of the property is significantly less than the purchase price of comparable properties, the user should try to identify an explanation for the lower price and to make a written record of such explanation. Among the factors to consider will be the information that becomes known to the user pursuant to the Phase I Environmental Site Assessment

D. NPDES Permitting

Thompson will provide NPDES Construction Stormwater Permitting services during design. Services covered under this scope of work include:

- The required Notice of Intent (NOI) will be completed by a Qualified Credentialed Professional (QCP) and submitted to ADEM.
- Development and preparation of a comprehensive Construction Best Management Practices Plan (CBMPP) by a QCP.
- Exclusions: The cost for completion and submittal of the NOI does not include the ADEM permit fee of \$1,385.

Task 4: Hydraulic Analysis

Thompson will perform a hydraulic design study and provide recommendations as follows:

- Field inspection and review of available data
- Investigate history of stream flooding
- Analyze site hydrology to determine discharges for various flood frequencies ranging from 10 to 200-year recurrence intervals
- Perform hydraulic modeling to determine flow conditions (water surface elevations and average velocities) at the Negro Creek stream crossing for various flood frequencies ranging from 10 to 200-year recurrence intervals and for desired alternates
- Evaluate various alternates to determine if a more cost effective and/or least environmentally impactful structure might be available, such as a box culvert
- Perform a scour analysis, if required
- Review findings with BCHD and address comments, if any
- DELIVERABLES: Signed and sealed technical memorandum summarizing analysis and results of hydraulic sizing for recommended crossings

Additionally, a parent 2D rainfall-runoff model will be developed in HEC-RAS to assess proposed regional detention projects that may require certain stormwater routing components to be included in this project, including Baker Branch headwater diversion measures. This model applies to both efforts under the

subject proposal and will also be used to validate/improve inflow estimates and flow directionality within the low-lying drainage area.

Design analysis will be completed in HEC-RAS and FHWA HY-8. The parent 2D model of the larger study area (i.e., Negro Creek, Baker Branch, and applicable tributary drainage area downstream to County Road 32) will be constructed to validate AL regression flow estimates and support regional detention objectives desired by the County. One site-specific 1D model will be constructed to provide detailed hydraulic outputs for reporting. Designs will be verified with HY-8. A memorandum documenting the selected culvert and hydraulic/hydrologic analysis will be prepared.

Task 5: Roadway Plans

Thompson will perform roadway and drainage design and prepare plans in general accordance with the ALDOT Guide for Developing Construction Plans and the ALDOT Roadway Plans Preparation Manual, unless otherwise noted herein. Roadway design criteria will be based on AASHTO's 2018 Policy on Geometric Design of Highways and Streets, the Baldwin County Design Standards for New Road Construction, and geotechnical recommendations for the site.

Intersection design and layout shall be based on the recommendations presented in the traffic study prepared by Sain Associates and additional requirements set forth by the County. The proposed intersections along this segment include the following:

- CR-65 @ CR-34
 - Single-lane roundabout (Included in the separate GOMESA project from CR-32 to CR-34)
- CR-65 @ CR-36
 - Two-way stop

The roadway plans will include the following:

- Title Sheet
- Index Sheets
- Plans Legend
- Geometric Layout Sheets
- General Notes Sheets
- Typical Sections and Special Project Details
- Quantity Sheets
- Plan and Profile Sheets
- Paving Layout Sheets
- Signing and Striping Sheets
- Drainage Sections
- Erosion Control Plans
- Traffic Control Plans
- Cross Sections

We will prepare and submit plans for a Plan-In-Hand (PIH) inspection and on-site review of the proposed project with the County. Comments from the PIH inspection will be addressed and included in a Plans, Specifications and Estimate (PS&E) design submittal for review by the County. If approved by the County, Thompson will consider a combined PIH/PSE submittal schedule. Comments from the PS&E review will be

addressed, and final plans will be issued to the County for construction. Engineer's cost estimates will be prepared at each stage of the roadway plans listed.

EXCLUSIONS: This scope of work does not include any utility relocation design or plans.

Task 6: Bidding Assistance

Thompson shall compile a bid package to include contract documents and specifications necessary for contractor procurement. After the bid package has been administratively approved, an invitation for bids will be advertised by the County. During the bid period and up to the notice of award to the successful bidder, Thompson shall provide the following services:

- Assist the County in responding to requests for information from prospective bidders and preparing/distributing addenda as necessary.
- Attendance at the pre-bid meeting and bid opening.
- Review the bids for conformance to the contract requirements and check for unbalanced bids
- Tabulation and certification of the bids received.

Exclusions

The following items are specifically not included in the scope of work:

- Traffic Studies
- Construction Engineering and Inspection (CE&I)
- Construction Materials Testing (CMT)
- Public Involvement Meetings

Summary of Cost & Professional Services Fees

Thompson will provide the professional services described above on a Lump Sum basis as summarized below. Additional Services not listed in the Scope of Work will be performed on a Time and Material basis in accordance with our current Schedule of Fees and will not be undertaken without prior written approval by the Baldwin County Highway Department.

Professional Services	Fee
Task 1: Topographic and Property Surveys	\$31,500.00
Task 2: Geotechnical Engineering Services	\$21,000.00
Task 3: Environmental Services	
Task 3A: Wetland Delineation, Threatened and Endangered Species Survey, and Nationwide Permitting	\$10,500.00
Task 3B: Cultural Resources Survey (As Needed)	\$3,500.00
Task 3C: Phase 1 Environmental Assessment (As Needed)	\$4,500.00
Task 3D: NPDES Permitting	\$5,500.00
Task 4: Hydraulic Analysis	\$9,000.00
Task 5: Roadway Plans	\$105,000.00
Task 6: Bidding Assistance	\$5,500.00
Total "Lump Sum" Fee =	\$196,000.00

Services to perform topographic, wetland and environmental surveys shall commence immediately upon receipt of notice to proceed and are expected to be completed within 30 days. Schedule for the design and permitting will be coordinated with the County.

We are looking forward to working with the County to expand the CR-65 corridor and are excited to get started soon! If you have any questions or need additional clarification, please let us know.

Sincerely,

THOMPSON ENGINEERING, INC.



Nick Combs, P.E.
Project Engineer



Charles Weber, P.E.
Senior Project Manager/Team Leader – Baldwin

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.