

STATE OF ALABAMA       )  
COUNTY OF BALDWIN    )

**RESOLUTION #2025-051  
OF THE  
BALDWIN COUNTY COMMISSION**

**RESOLUTION ALLOCATING INTEREST EARNED ON THE COUNTY’S AWARD OF AMERICAN RESCUE  
PLAN ACT FUNDS**

**WHEREAS**, Baldwin County, Alabama, (the “County”) has received American Rescue Plan Act State and Local Fiscal Recovery Funds (“ARPA funds”); and

**WHEREAS**, the U.S. Department of Treasury (“Treasury”) as the federal agency charged with the award and administration of ARPA funds has exercised its authority with regard to the award of ARPA funds to exempt the award from certain requirements imposed by the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified as Part 200 of the Code of Federal Regulations; and

**WHEREAS**, Treasury has excepted ARPA fund awards from the requirements of 2 CFR 200.305(b)(8)-(9) and issued guidance providing that, as a result, ARPA funds may be deposited into interest bearing accounts and that interest earned on these funds may be retained by the County; and

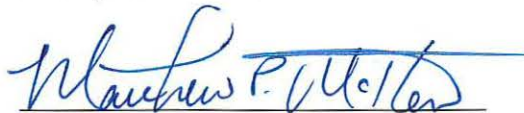
**WHEREAS**, Treasury has further advised that the County's use of interest earned on ARPA funds is not limited to uses of ARPA funds authorized by the American Rescue Plan Act and rules promulgated thereunder; and

**WHEREAS**, the Baldwin County Commission (the “Commission”) desires to use interest earned on its ARPA award to support the County’s contracted engineering design professional services costs for the Scenic Highway 98 Bridge Replacement Project; and

**WHEREAS**, the Commission rescinds Resolution #2024-123 allocating \$400,000.00 in ARPA Revenue Replacement Funds for the engineering design professional services of Scenic Highway 98 Bridge Replacement Project that was approved on June 18, 2024; and

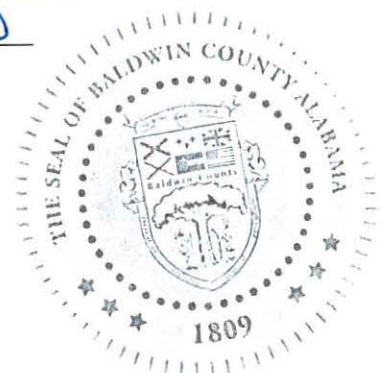
**NOW, THEREFORE, BE IT RESOLVED**, the Commission hereby allocates up to \$395,297.00 of interest earned on the County’s award of ARPA funds to contracted engineering design professional services costs for the Scenic Highway 98 Bridge Replacement Project, as more fully described in Exhibit A to this Resolution.

**IN WITNESS WHEREOF**, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 3rd day of December 2024.



Matthew P. McKenzie  
Chairman, Baldwin County Commission

ATTEST:

  
Roger H. Rendleman, County Administrator

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 Volkert, Inc., (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, July 2, 2024, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Engineering/Environmental Services for the Point Clear Creek 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:                Volkert, 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: Volkert, Inc.  
P.O. Box 7434  
Mobile, AL 36670-0434

Physical Address:  
1110 Montlimar Dr.  
Suite 1050  
Mobile, AL 36609

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 Point Clear Creek Bridge Replacement Project for the Baldwin County Commission”.**

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

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

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

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

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

- A. Attachment A – RFQ Advertisement
- B. Attachment B – RFQ Award
- C. Attachment C – Proposal Including Scope of Work and Fee Schedule
- D. Attachment D – Certificate of Insurance
- E. Attachment E – Terms and Conditions of Data Use

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to

make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

**XVIII. General Responsibilities of the COUNTY.**

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

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

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

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

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required ten (10) day period.

[Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

**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:

\_\_\_\_\_/\_\_\_\_\_  
MATTHEW P. MCKENZIE /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
ROGER H. RENDLEMAN /Date  
County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Matthew P. 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE AND NOTARY PAGE TO FOLLOW**



PROVIDER:

**Volkert, Inc.**

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Volkert, 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 Volkert, Inc.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**VOLKERT, INC.**

**MANPOWER AND FEE PROPOSAL**

**Point Clear Bridge Replacement**

**BALDWIN COUNTY**

**Project No.**

**November 20, 2024**

|                       |   |
|-----------------------|---|
| <b>Project No.</b>    |   |
| <b>County</b>         | Baldwin                                   |
| <b>Description</b>    | Point Clear Bridge Replacement            |
| <b>Scope of Work</b>  | Bridge Replacement & Roadway Improvements |
| <b>Project Length</b> | 0.01 Mile                                 |
| <b>Consultant</b>     | Volkert, Inc.                             |

| GRAND TOTAL OF FEE PROPOSAL   |                  |
|-------------------------------|------------------|
| Hydraulic Design Analysis     | \$43,894         |
| Field Surveys                 | \$30,000         |
| Geotechnical                  | \$35,000         |
| Environmental Permitting      | \$35,228         |
| Roadway Plans                 | \$100,000        |
| Bridge Plans & PM             | \$141,595        |
| Subconsultant Coordination 5% | \$9,580          |
| <b>GRAND TOTAL FEE</b>        | <b>\$395,297</b> |

Combined overhead rate (%) >>>>>>>>> 150.73

Facilities Capital Cost of Money (if used) 0.74

**LABOR RATES**

| Classification              | Daily Rate |
|-----------------------------|------------|
| Project Manager             | \$647.00   |
| Engineer                    | \$544.00   |
| Environmental               | \$488.00   |
| Engineering Technician/CADD | \$393.00   |
| Environmental Technician    | \$332.00   |
| Clerical                    | \$0.00     |
| PLS                         |            |
| Survey Crew (4 man)         |            |

**\*\*Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Lloyd Pitts  11/20/2024  
 Signed Date

Vice President  
 Position/Title

Consultant: **Volkert, Inc.**  
 Submittal Date:   
 PROJECT NO:  
 DESCRIPTION:   
 COUNTY:

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

| SHEET TITLE   | NO. OF SHEETS                  | CONSULTANT ESTIMATED MANDAYS   |                                |                                |                                |
|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
|   |                                | ENGR. days/sheet               | TOTAL DAYS                     | TECH. days/sheet               | TOTAL DAYS                     |
| Preliminary Bridge Layout   | <input type="text" value="1"/> | <input type="text" value="1"/> | 1                              | <input type="text" value="1"/> | 1                              |
| Index, Notes, Quantities, & Required  | <input type="text" value="1"/> | <input type="text" value="1"/> | 1                              | <input type="text" value="3"/> | 3                              |
| Bridge General Plan & Elevation   | <input type="text" value="1"/> | <input type="text" value="1"/> | 1                              | <input type="text" value="2"/> | 2                              |
| <b>SUBTOTAL</b>   | 3                              |                                | 3                              |                                | 6                              |
| <b>BRIDGE SUPERSTRUCTURE DESIGN &amp; DETAIL</b>  |                                |                                |                                |                                |                                |
| Span Details  | <input type="text" value="1"/> | <input type="text" value="3"/> | 3                              | <input type="text" value="4"/> | 4                              |
| Girder Details  | <input type="text" value="1"/> | <input type="text" value="5"/> | 5                              | <input type="text" value="5"/> | 5                              |
| Bearings, Diaphragms, Miscellaneous Details   | <input type="text" value="2"/> | <input type="text" value="2"/> | 4                              | <input type="text" value="3"/> | 6                              |
| <b>SUBTOTAL per SPAN</b>  | 4                              |                                | 12                             |                                | 15                             |
| Number of individual spans/girders requiring design and detail  |                                | <input type="text" value="1"/> |                                |                                |                                |
| <b>SUBTOTAL</b>   | 4                              |                                | 12                             |                                | 15                             |
| Will bridge be in vertical curve or superelevation/transition?<br>Enter "y" for yes, enter "n" for no                                   |                                | <input type="text" value="y"/> |                                |                                |                                |
| Incremental (1/10 point) Elevations (when required)   | <input type="text" value="1"/> | <input type="text" value="2"/> | 2                              | <input type="text" value="2"/> | 2                              |
| <b>BRIDGE SUBSTRUCTURE DESIGN &amp; DETAIL</b>  |                                |                                |                                |                                |                                |
| Abutment Details  | <input type="text" value="1"/> | <input type="text" value="5"/> | 5                              | <input type="text" value="5"/> | 5                              |
| Number of individual abutments requiring design and detail  |                                | <input type="text" value="6"/> |                                |                                |                                |
| <b>SUBTOTAL</b>   | 6                              |                                | 30                             |                                | 30                             |
| Bent Details  | <input type="text" value="0"/> | <input type="text" value="0"/> | 0                              | <input type="text" value="0"/> | 0                              |
| Number of individual bents requiring design and detail  |                                | <input type="text" value="0"/> |                                |                                |                                |
| <b>SUBTOTAL</b>   | 0                              |                                | 0                              |                                | 0                              |
| Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, horiz. and vertical curve |                                |                                | <input type="text" value="5"/> |                                | <input type="text" value="0"/> |
| <b>SHOP DRAWING REVIEW</b>  |                                |                                |                                |                                |                                |
| Prestressed Girders   |                                |                                | <input type="text" value="0"/> |                                |                                |
| <b>TOTALS - Total # Shts</b>  | 13                             |                                | Engr. Days 50                  |                                | Tech. Days 51                  |

Review elevating bridge deck and roadway to accommodate kayaks/canoes passing under the bridge  
 Investigate most efficient prestressed girders for spanning floodplain & waterway

Bridge widths 2~12ft lanes, 2~4ft shldrs, 10ft multiuse path  
 Sheet wall may be required for wetlands protection  
 County walking trail to connect to the bridge multiuse path  
 Timber bridges may be required to tie bridge to walking trail to prevent filling of wetlands  
 No construction services are included

FEE COMPUTATIONS FOR BRIDGE PLANS

Consultant: **Volkert, Inc.** PROJECT NO: **[REDACTED]**  
 DESCRIPTION: **Point Clear Bridge Design**  
 COUNTY: **Baldwin**

EMPLOYEE WAGES:

|                                   |          |      |   |                           |         |   |                     |
|-----------------------------------|----------|------|---|---------------------------|---------|---|---------------------|
| Project Manager (10% of Engineer) |          |      |   |                           |         |   |                     |
| >>>>>>>>                          | 5.00     | Days |   | \$647.00                  | per Day | = | \$3,235.00          |
| Engineer                          | 50.00    | Days | x | \$544.00                  | per Day | = | \$27,200.00         |
| Technician                        | 51.00    | Days | x | \$393.00                  | per Day | = | \$20,043.00         |
|                                   |          |      |   | <b>TOTAL DIRECT LABOR</b> |         |   | <b>\$50,478.00</b>  |
| Combined Overhead (%) >>>>>       | 143.92 % |      | x | \$50,478.00               |         | = | \$72,647.94         |
|                                   |          |      |   | <b>SUBTOTAL COSTS</b>     |         | = | <b>\$123,125.94</b> |
|                                   |          |      |   | Out-of-pocket expense**   |         | = | \$0.00              |
|                                   |          |      |   | PROFIT (15%)              |         | = | \$18,468.89         |
|                                   |          |      |   | <b>TOTAL BRIDGE FEE</b>   |         | = | <b>\$141,594.83</b> |

\*\*See Grand Total Fee sheet

Project No. \_\_\_\_\_

County Baldwin

Description Point Clear Bridge Replacement

Scope of Work Bridge Replacement & Roadway Improvements

Project Length 0.25 \_\_\_\_\_ Miles

Consultant Volkert, Inc.

| Bridge Hydraulics Study   |              |                 |
|---|--------------|-----------------|
|   | Engineer     | Technician/CADD |
| Review FEMA FIS and Model   | 0.00         | 0.00            |
| Collect Data (NOAA, USACE, FEMA and USGS)                                   | 0.00         | 0.00            |
| Determine/Verify Drainage Basin and Discharges                              | 0.00         | 0.00            |
| Verify Surveyed Cross Sections and Update with Available LIDAR as required  | 0.00         | 0.00            |
| <b>Prepare HEC-RAS Models</b>   |              |                 |
| Model River - Duplicate Effective & Effective Models (Point Clear Creek)    | 0.00         | 0.00            |
| Model River - Existing Models (HEC-RAS and SRH-2D)                          | 1.00         | 0.25            |
| Calibrate Models  | 1.00         | 0.00            |
| Site Visit (2 people 8 hours)   | 0.00         | 0.00            |
| Prepare Draft Bridge Hydraulics Report (BHR)                                | 0.50         | 0.00            |
| Address Comments & Resubmit for Approval                                    | 0.50         | 0.00            |
| <b>Preliminary Recommendations</b>  |              |                 |
| Model Bridge - Effective, Existing & Proposed (HEC-RAS and SRH-2D)          | 1.00         | 0.00            |
| Scour Computations  | 1.00         | 0.00            |
| Spur Dike Calculations  | 0.00         | 0.00            |
| Bridge Deck Drainage  | 0.50         | 0.00            |
| Prepare Bridge Hydraulics Report (BHR)                                      | 1.00         | 0.00            |
| Address Comments & Resubmit for Approval                                    | 0.50         | 0.00            |
| <b>Final Recommendations</b>  |              |                 |
| Finalize Bridge Hydraulics Report (BHR)                                     | 0.50         | 0.00            |
| <b>Floodplain Coordination</b>  |              |                 |
| Coordinate with City/County Floodplain Manager                              | 0.50         | 0.00            |
| Prepare a FEMA Conditional Letter of Map Revision of the designed Structure | 0.00         | 0.00            |
| Prepare a FEMA Letter of Map Revision for the as-built structure.           | 0.00         | 0.00            |
| <b>BHR QAQC</b>   |              |                 |
| Site Visit  | 0.50         | 0.00            |
| Review Cross Sections/Survey Data   | 0.50         | 0.00            |
| Check HEC-RAS and SRH-2D Models   | 0.50         | 0.00            |
| Review BHR Report   | 0.50         | 0.00            |
| <b>BRIDGE HYDRAULICS TOTAL</b>  | <b>10.00</b> | <b>0.25</b>     |

|                       |   |
|-----------------------|---|
| <b>Project No.</b>    |   |
| <b>County</b>         | Baldwin                                   |
| <b>Description</b>    | Point Clear Bridge Replacement            |
| <b>Scope of Work</b>  | Bridge Replacement & Roadway Improvements |
| <b>Project Length</b> | 0.25 Miles                                |
| <b>Consultant</b>     | Volkert, Inc.                             |

**Fee Proposal (Bridge Hydraulic Analysis)**

| <b>PERSONNEL COST</b>  |          |            |              |
|--|----------|------------|--------------|
|  | Man-days | Daily Rate |              |
| Project Manager (10% of Eng.)  | 1.00     | \$ 647.00  | \$ 647.00    |
| Engineer   | 10.00    | \$ 544.00  | \$ 5,440.00  |
| Engineering Technician/CADD  | 0.25     | \$ 393.00  | \$ 98.25     |
| Clerical   | 0.00     | \$ -       | \$ -         |
| <b>Total Direct Labor</b>  |          |            | \$ 6,185.25  |
| Combined Overhead (%)  | 149.21   |            | \$ 9,229.01  |
| <b>Sub-Total</b>   |          |            | \$ 15,414.26 |
| Out-of-Pocket Expenses**   |          |            | \$ -         |
| <b>Sub-Total</b>   |          |            | \$ 15,414.26 |
| Operating Margin (12%)   |          |            | \$ 1,849.71  |
| <b>Sub-Total</b>   |          |            | \$ 17,263.97 |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |          |            |              |
|  |          |            | \$ -         |
|  |          |            | \$ -         |
|  |          |            | \$ -         |
| Subconsultant Administration Expense (5%)  |          |            | \$ -         |
| <b>Sub-Total</b>   |          |            | \$ 17,263.97 |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.49     |            | \$ 30.31     |
| <b>TOTAL FEE</b>   |          |            | \$ 17,294.28 |

\*\*See Grand Total Fee sheet

Project No. \_\_\_\_\_  
 County Baldwin  
 Description Point Clear Bridge Replacement  
 Scope of Work Bridge Replacement & Roadway Improvement  
 Project Length 0.25 Miles

Consultant Volkert, Inc.

| PERMITTING   | Engineer   | Engineer Tech. | Environment  | Environ. Tech. | Clerical    |
|--|--|----------------|--------------|----------------|-------------|
|  | <b>Permit Application - US COE Nationwide Permit</b> |                |              |                |             |
| Prepare necessary attachments and submit the Section 404 Individual Permit application             |  | 1.00           | 4.00         |                |             |
| Prepare for and attend two (2) on-site reviews with regulatory agencies (ADEM, USACE) (see note 1) |  | 2.00           | 2.00         |                |             |
| Prepare for and attend public hearing for Individual Permit (expected to be waived)                |  |                |              |                |             |
| Address Agency Comments after Public Notice  |  | 4.00           | 6.00         |                |             |
| 1. Evaluate site to determine if on-site mitigation is feasible (see note 2)                       |  |                |              |                |             |
| 2. If feasible, develop a monitoring program to be implemented after construction                  |  |                |              |                |             |
| 3. Consider off-site mitigation, wetland enhancement, restoration, preservation and mit. banking.  |  |                |              |                |             |
| <b>Task A Totals</b>   | <b>0.00</b>  | <b>7.00</b>    | <b>12.00</b> | <b>0.00</b>    | <b>0.00</b> |
| <b>TOTALS</b>  | <b>0.00</b>  | <b>7.00</b>    | <b>12.00</b> | <b>0.00</b>    | <b>0.00</b> |

Notes:

1. Assume a USACE Individual Permit will be required.
2. Does not include a Phase I Cultural Resources Survey, ADEM or USACE permitting fees, or preparing a permittee responsible mitigation plan.
3. Assume mitigation credits will be debited from the Baldwin County Mitigation Bank 1.



City of Huntsville

|                                  |   |
|----------------------------------|---|
| <b>Project No.</b>               |   |
| <b>County</b>                    | Baldwin                                   |
| <b>Description</b>               | Point Clear Bridge Replacement            |
| <b>Scope of Work</b>             | Bridge Replacement & Roadway Improvements |
| <b>Project Length</b>            | 0.25 Miles                                |
| <b>Consultant</b>                |   |
| <b>Fee Proposal (Permitting)</b> |   |

| PERSONNEL COST   |                       |           |              |
|--|-----------------------|-----------|--------------|
|  | Man-days x Daily Rate |           |              |
| Project Manager  | 3.00                  | \$ 647.00 | \$ 1,941.00  |
| Engineer   | 0.00                  | \$ 544.00 | \$ -         |
| Engineering Technician/CADD  | 7.00                  | \$ 393.00 | \$ 2,751.00  |
| Environmental  | 12.00                 | \$ 538.00 | \$ 6,456.00  |
| Environmental Technician   | 0.00                  | \$ 344.00 | \$ -         |
| Clerical   | 0.00                  | \$ 273.00 | \$ -         |
| <b>Total Direct Labor</b>  |                       |           | \$ 11,148.00 |
| Combined Overhead (%)  | 150.73                |           | \$ 16,803.38 |
| Out-of-Pocket Expenses**   |                       |           | \$ 2,610.00  |
| <b>Sub-Total</b>   |                       |           | \$ 30,561.38 |
|  |                       |           |              |
| Operating Margin (15%)   |                       |           | \$ 4,584.21  |
| <b>Sub-Total</b>   |                       |           | \$ 35,145.59 |
| <b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b> |                       |           |              |
|  |                       |           | \$ -         |
|  |                       |           | \$ -         |
|  |                       |           | \$ -         |
|  |                       |           | \$ -         |
|  |                       |           | \$ -         |
|  |                       |           | \$ -         |
| Subconsultant Administration Expense (5%)  |                       |           | \$ -         |
| <b>Sub-Total</b>   |                       |           | \$ 35,145.59 |
|  |                       |           |              |
| Facilities Capital Cost of Money (% of Direct Labor)   | 0.74                  |           | \$ 82.50     |
| <b>TOTAL FEE</b>   |                       |           | \$ 35,228.09 |

\*\*See Grand Total Fee sheet

Scope Assumptions/Notes:

For US COE Individual Permit/ ADEM 401 WQC. Mitigation costs such as design, construction, or purchase of mitigation credits are not included. Additionally, permit fees are not included.

**Project No.** 0  
**County** Baldwin  
**Description** Point Clear Bridge Replacement  
**Scope of Work** Bridge Replacement & Roadway Improvements  
**Project Length** 0.25 Miles  
  
**Consultant** Volkert, Inc.

**Out-of-pocket Expenses (Preliminary Bridge Plans)**

**TRAVEL COST**

| Mileage Cost              | Trips | Miles/Trip | \$/Mile | Total       |
|---------------------------|-------|------------|---------|-------------|
| Trips to Site from Mobile | 1     | 0          | \$0.565 | \$ -        |
|                           | 0     | 0          | \$0.565 | \$ -        |
|                           | 0     | 0          | \$0.565 | \$ -        |
|                           | 0     | 0          | \$0.565 | \$ -        |
| <b>Total Mileage Cost</b> |       |            |         | <b>\$ -</b> |

| Subsistence Cost   | Days | # People | \$/Day  | Total       |
|--|------|----------|---------|-------------|
| Travel allowance (6 hour trips)                            | 0    | 0        | \$11.25 | \$ -        |
| Travel allowance (12 hour trips - meal provided by others) | 0    | 0        | \$20.00 | \$ -        |
| Travel allowance (12 hour trips)                           | 0    | 0        | \$30.00 | \$ -        |
| Travel allowance (overnight)***                            | 0    | 0        | \$75.00 | \$ -        |
|  |      |          |         | \$ -        |
| <b>Total Subsistence Cost</b>                              |      |          |         | <b>\$ -</b> |
| <b>Total Travel Cost</b>                                   |      |          |         | <b>\$ -</b> |

**PRINTING / REPRODUCTION COST**

| Type of printing/reproduction           | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total       |
|---|-----------|------------|--------------|------------|-------------|
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
|   | 0         | 0          | 0            | \$ -       | \$ -        |
| <b>Total Printing/Reproduction Cost</b> |           |            |              |            | <b>\$ -</b> |

|  |              |
|--|--------------|
| <b>Communication Cost (telephone, fax, etc.)</b> | <b>Total</b> |
|  | \$ -         |

|   |              |
|---|--------------|
| <b>Postage Cost (overnight, stamps, etc.)</b> | <b>Total</b> |
|   | \$ -         |

|   |              |
|---|--------------|
| <b>Other (provide description on next line)</b> | <b>Total</b> |
|   | \$ -         |

|   |  |  |  |             |
|---|--|--|--|-------------|
| <b>Total Printing/Reproduction Cost</b> |  |  |  | <b>\$ -</b> |
|---|--|--|--|-------------|

|                                     |  |  |  |             |
|-------------------------------------|--|--|--|-------------|
| <b>Total Out-of-pocket Expenses</b> |  |  |  | <b>\$ -</b> |
|-------------------------------------|--|--|--|-------------|

**Comments:**

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Lloyd Pitts

---

**From:** Bret Webb <bret@southcoastengineers.com>  
**Sent:** Friday, November 15, 2024 12:05 PM  
**To:** Lloyd Pitts; Scott L. Douglass  
**Subject:** Fee Proposal for Point Clear Bridge

EXTERNAL EMAIL. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Lloyd,

Our fee proposal for the coastal bridge hydraulics study for the Point Clear Bridge is \$26,600. This will include development and application of a coastal model to evaluate flow and waves at the bridge under 50, 100, and 500-yr events. We will calculate hydrodynamic loads and scour.

Let me know if you need more details. I can send you something more detailed later this evening if needed.

Thanks,

Bret

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Bret M. Webb, Ph.D., P.E., BC.CE  
(251) 591-0588  
[bretwebb@gmail.com](mailto:bretwebb@gmail.com)



November 15, 2024

Lloyd L. Pitts, P.E., Vice President  
Chief Bridge Engineer – Gulf Region  
Volkert, Inc.  
1100 Montlimar Drive, Suite 545  
Mobile, AL  
36609

**RE: Point Clear Bridge and Sidewalk Project**

Dear Lloyd,

Smith, Clark & Associates is pleased to submit this proposal for surveying services associated with the survey of the property referenced above.

**PROJECT**

Point Clear Bridge replacement and improvement project over Point Clear Creek

**BASIC SCOPE OF SERVICES**

Topographic Route Survey for areas shown on exhibit provided to us (attached).

Route Survey of 4500' of Scenic Hwy 98 to include:

2000' ± of centerline location only beginning 1000' before the main project area and extending 1000' beyond main project area  
2500' ROW to ROW route survey beginning 600' north of bridge over Point Clear Creek to a point 1800' ± south and east of bridge.

Approximately 10 acres of additional topographic survey outside of route

8 cross-sections and bridge information to include:

Channel Centerline

Cross sections:

Centerline

Toe of channel

Top of bank

Ground shots in overbank areas (~50' spacing or at any major grade changes)

3 bridge crossings (if not already included in full topo)

Top of deck elevations

Low chord elevations (or provide deck thickness)

Any abutments/pilings

811 tickets

P.O. BOX 7082 • Spanish Fort, AL 36577 • (251) 626-0404  
danny@smithclarkllc.com



**TOTAL FEE:**

We propose a budget of \$30,000 for survey services.

**TERMS AND CONDITIONS**

This proposal has been prepared with the express understanding that the selection of our firm to perform professional services is based upon the qualifications, experience, and reputation of the staff at Smith, Clark & Associates, L.L.C. (SC&A)

All services are based on our fee schedule available upon request, the figures in this proposal are estimates. In the case that the project will require additional time and exceeding our original estimate you will be notified, and we

will request authorization to continue with the project. If authorization to proceed is not granted, we will cease all work and bill for services rendered to date.

**AUTHORIZATION**

If this proposal meets your approval, please return an executed contract. Receipt of the executed contract will serve as our authorization to proceed. If you have any questions, please do not hesitate to contact us.

Sincerely,

Smith, Clark & Associates

Daniel Clark  
2024.11.15 16:06:56-06'00'

Daniel Clark, PLS  
Vice-President

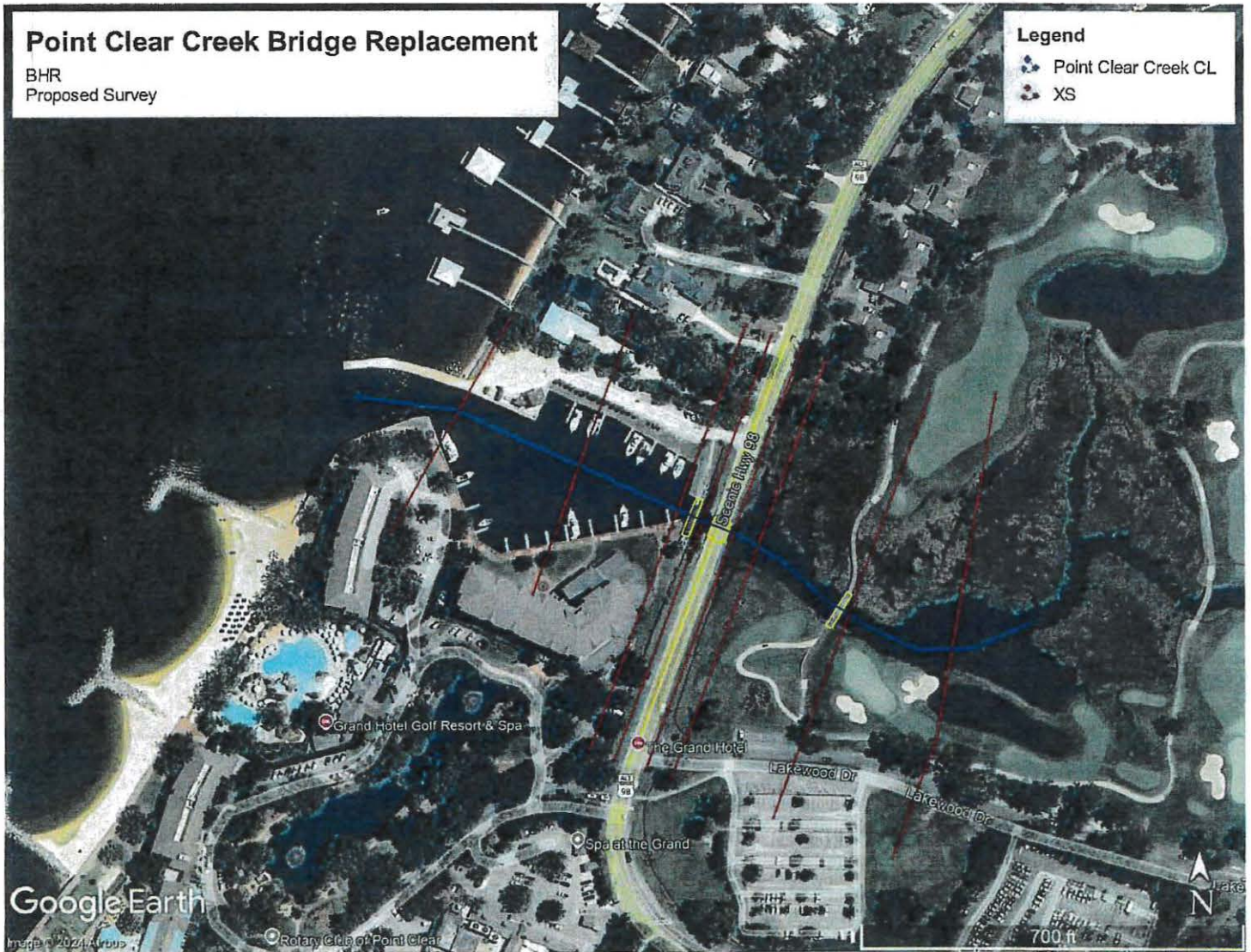
P.O. BOX 7082 • Spanish Fort, AL 36577 • (251) 626-0404  
danny@smithclarkllc.com

# Point Clear Creek Bridge Replacement

BHR  
Proposed Survey

## Legend

- Point Clear Creek CL
- XS



# Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

September 7, 2024  
(Revised November 15, 2024)

Lloyd Pitts, P.E.  
Volkert, Inc.  
1110 Montlimar Drive, Suite 545  
Mobile, AL 36609

Email: [lloyd.pitts@volkert.com](mailto:lloyd.pitts@volkert.com)

Re: Proposed Scope of Services and Fee for Geotechnical Design Services for the Replacement of the Bridge on US-98 over Point Clear Creek in Baldwin County

Mr. Pitts:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide a proposed scope of services and fee for soils explorations and geotechnical engineering studies to be completed for the design phase services for the proposed replacement of the US-98 Bridge over Point Clear Creek in Point Clear, Alabama. This proposal is in response to the request for proposal made by Mr. Pitts on June 4, 2024 and updates received on November 13, 2024. We have reviewed the information provided to us by yourself, reviewed topographic and geologic information, and believe we have an understanding of the geotechnical engineering requirements for this project. The scope of work for this project will be performed in accordance with ALDOT procedure 398. We understand that the existing 34 ft long bridge is to be replaced with a single span bridge that will be 50 ft long. We understand that the profile grade will be raised approximately 3.5 ft above existing grade. As part of the bridge replacement, approximately 1000 ft of the roadway north of the bridge and 2000 ft south of the bridge will be realigned and/or modified.

## **PROPOSED SCOPE OF SERVICES**

We plan to perform two soil borings at the bridge to provide foundation options for the proposed bridge. Two additional borings will be performed for a potential pedestrian bridge adjacent the bridge. We will evaluate the subsurface soil conditions for the above-described project by making soil test borings and performing physical laboratory soil mechanics tests on selected soil samples recovered from the borings. These subsurface explorations will be performed under the

supervision of a licensed engineer of our firm. A minimum twelve additional shallow borings will be performed along the roadway areas to be realigned and/or reconstructed.

A formal report of our findings, opinions, and recommendations will be prepared in general accordance with ALDOT 398 guidelines by the licensed engineer for this project. It is our intent to perform analyses and provide foundation recommendations in accordance with Load and Resistance Factor Design (*LRFD*) methodology for the bridge foundations. Within the report, recommendations will be provided for a potential pedestrian bridge and the roadways to be realigned/modified. Our professional services for this project will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

Laboratory tests will be performed on selected samples to determine classification and strength of soils. The frequency and types of testing we propose to conduct are outlined in the Methodology Section below. If questionable subsurface conditions are encountered, GET, Volkert and Baldwin County personnel will evaluate the need for additional borings or testing.

Each type soil encountered by these borings as determined by visual examination in the field, will be sampled, logged and retained for additional examination at the laboratory for laboratory testing. Logs of Boring will be prepared for each boring and presented in the standard ALDOT format within the report.

## **METHODOLOGY**

Research and planning for the project have been performed as part of preparing this proposal. Upon receiving formal authorization to proceed, we will:

- Coordinate with Volkert to obtain preliminary project drawings.
- Contact the 811 Line Locate service to locate underground utilities.
- Stake the soil borings using a submeter GPS.
- Subcontract local law enforcement personnel to aid in providing traffic control services.
- Perform one boring near each end of the proposed bridge location.
- Drill the borings in general accordance with AASHTO T-206 and T-207. We will conduct split-spoon sampling (Standard Penetration Tests) at the standard 5 ft intervals to the



boring termination depth. Undisturbed tube samples (Shelby tubes) will be collected of representative clay soils between the split-spoon samples.

- Perform shallow auger borings at about 200 ft intervals within the area of roadway realignment.
- Core and perform shallow auger borings at about 300 ft intervals within the roadway.
- Conduct physical laboratory testing of representative soil samples. Tests will be performed to determine classification and to estimate shear strength, density and consolidation characteristics of the soil.
- Chemical testing will be performed on selected samples to evaluate the potential for corrosion of the foundations.
- Boring logs, soil profiles and grain size analyses data will be provided to Volkert for scour analyses to be performed.
- Evaluate foundations in accordance with either the Load and Resistance Factor Design (LRFD) methodology.
- Provide recommendations for site preparation and pavement recommendations for the areas of the roadway to be realigned/modified.
- Prepare a report including our findings and recommendations in standard ALDOT format.

Our project engineer will be responsible for the overall field coordination of drilling operations. The borings will be logged by a technician working under the direct supervision of an experienced professional engineer.

Upon completion of our analyses and evaluations we will submit a preliminary engineering report for the bridge foundation report to Volkert and Baldwin County for review and comment. The report will be prepared and submitted in the standard ALDOT format. At the conclusion of the review, the report will be finalized and submitted. The report will be signed by a licensed professional engineer.

This scope does not include any construction phase services. This includes review of hammer submittals, materials submittals, drilled shaft installation plans or load tests. These services can be provided on a time and materials basis to be negotiated.

We should be in a position to start this project within about two to three weeks of receipt of authorization to proceed. About one week will be required to conduct the fieldwork. An additional

three weeks will be required for laboratory testing and preparation of scour data submittal. The preliminary bridge report will be submitted within one week of receiving the required scour analyses that will be performed by others and the final report within one week of receiving comments. The project engineer will be available for additional consultation.

### **PROPOSED FEES**

Our proposed lump sum fee to provide the proposed design phase services outlined above for this project is \$35,000.00. Should Baldwin County personnel provide the traffic control services, our fee may be reduced by \$3500.00. Invoices will be submitted on a monthly basis for services performed. Fees for construction phase engineering, inspection and testing can be provided upon request.

### **CLOSING**

Geotechnical Engineering-Testing, Inc. appreciates this opportunity to provide engineering services to Volkert and Baldwin County. Should questions arise regarding this proposal, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project.

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

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.  
Principal Engineer  
Alabama License No. 25733  
Date: 11/15/2024



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

November 18, 2024

Mr. Lloyd Pitts, P.E.  
Volkert, Inc.  
1110 Montlimar Drive, Suite 545  
Mobile, AL 36609

VIA EMAIL: [Lloyd.pitts@volkert.com](mailto:Lloyd.pitts@volkert.com)

RE: Roadway and Pedestrian Improvements @ Grand Hotel  
Scenic 98 and Grand Boulevard  
Point Clear, Alabama

Dear Mr. Pitts:

We gratefully appreciate the opportunity to present the following scope of professional services that are necessary for the redevelopment the intersection of Scenic 98 and the Grand Hotel along with roadway improvements associated with the new bridge at Point Clear Creek. Our team is honored to have been asked to continue to serve Baldwin County with the implementation of this community enhancement project.



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POST OFFICE BOX 1929 • FAIRHOPE, ALABAMA 36533  
TELEPHONE (251) 928-3443  
WWW.JADENGINEERS.COM

This proposal will develop a full set of construction documents for 1250 +/- linear feet of Scenic 98. As indicated in the provided master plan, the scope of work will include the construction of a boulevard section of Scenic 98 along the frontage of the Grand Hotel. The project will also include a right-turn lane into the property, a new pedestrian crossing, a relocated multi-use trail, drainage improvements, and the coordination of any minor incidental improvements.

Thank you for the opportunity to provide you with this proposal. Please execute the proposal by signing, dating, initialing where indicated, and returning one (1) copy to me for my files.

Best Regards,

JADE CONSULTING, LLC



Perry C. Jinright, III, P.E.

Manager

\\k

Enclosure

24.119

PROFESSIONAL SERVICES AGREEMENT

A. GENERAL DESCRIPTION OF PROJECT LOCATION:

Roadway and Pedestrian Improvements @ Grand Hotel  
Scenic 98 and Grand Boulevard  
Point Clear, Alabama

B. GENERAL

This agreement, including attachments, are hereinafter noted, made, and entered into and between JADE Consulting, LLC and the Client identified herein, provides for the Professional services described under Section C of this Agreement.

Client: Volkert, Inc. Contact: Mr. Lloyd Pitts  
Address: 1110 Montlimar Drive City/State/Zip Code: Mobile, AL 36609  
Cell No.: (251) 342-1070 Email: [Lloyd.pitts@volkert.com](mailto:Lloyd.pitts@volkert.com)

C. JADE CONSULTING PROFESSIONAL SERVICES to be provided are identified below:

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to redevelop 1250 linear feet of Scenic 98 at the Grand Hotel entrances. Please note the proposal is based on the general layout of structures and site development.

1. Schematic Design Drawings (30% plans) \$25,000.00

In accordance with the approved master plan and initial cost estimate, we will begin the schematic design development of the project according to the requirements of the approved MASTER PLAN. The purpose of the schematic submittal will be to vet the proposed design including:

- This task will include converting the previously prepared masterplan into hard design elements that will have true geometric control and be tied to the previously provided topographical survey.
- Preliminary drainage strategy and concepts.
- Preliminary utility corridor and potential improvements.
- Preparation of initial plan/profile sheets.
- Preliminary roadway profile.
- Preparation of proposed style/inspiration palette for roadway, sidewalk, landscape, and hardscape materials.

This task includes a phased post-design meeting, with the Baldwin County Engineering' Staff, to work through any preliminary design criteria. We, also, anticipate walking the entire project with the Grand Hotel Staff and any potential community stakeholders that may be available to discuss all particular elements the revitalization needs to consider.

2. Design Development Drawings (60% plans) \$35,000.00

In accordance with the approved schematic design, we will begin the design development phase of the construction documents. The intent of this phase is to have an actual draft set of working construction documents. The purpose of the design development submittal is to review the state

CLIENT INITIALS: \_\_\_\_\_



of the project's proposed improvements before the final design. This phase provides an additional moment for stakeholder comments as the project's design progresses.

- This task will include an actual set of working documents in "draft" format.
- Roadway drainage structures will be located, and preliminary pipe sizes and inverts will be established.
- Potential Utility improvements will be coordinated with the respective utility and any provided design data will be referenced in the plan set.
- Preparation of a "draft" version of working plan/profile sheets, geometric sheets, drainage, paving and signage sheets, hardscape, landscape, irrigation, and traffic control plan sheets will be established.
- Preparation of proposed materials palette for roadway, sidewalk, landscape, and hardscape items.
- Updated cost estimate based upon itemized quantity taken off of the project-to-date design plans.

This task includes a post-design meeting with the Baldwin County Engineering Staff for a detailed design discussion of the project. We, also, anticipate walking the entire project with the Grand Hotel Staff and any potential community stakeholders that may be available to discuss all particular elements the revitalization needs to consider

### **3. Construction Document Preparation (100% plans)**

**\$40,000.00**

This task will include a full set of construction plans that include existing conditions/removal sheet(s), site layout sheet(s) with dimensions and control, grading and drainage sheet(s), utility sheet(s), erosion control sheet(s) and construction details sheet(s). The site grading plan will indicate the finished grades of the site and the locations of all improvements. The plans will include full design and details required sufficiently to illustrate the design intent.

- This project will include a fully designed drainage system that will incorporate (LID) low-impact development practices as reasonably practicable throughout the limits of the project.
- Full landscape plan that reflects the final design. The plan will detail the plantings that are to be used including the number, size, and species of each planting. Our Landscape Architect will coordinate with you, prior to developing the plan, to discuss the budget and the type of plantings that are desired.
- Full hardscape plans with details and specs for approved paver fields and site furnishings.
- A full sequence of construction plans that have been coordinated with the respective traffic control plan. This task will include efforts to assist the Baldwin County Engineering Staff in communicating these impacts with area residents and businesses.
- The final construction documents will be fully coordinated with all impacted utilities. These include, but are not limited to power, water, sewer, gas, and communications. *(A separate proposal will be presented to the respective utility provider if major utility upgrades along the roadway corridor are proposed. This potential scope will not be able to be identified until we have the topographic survey completed and a meeting held with the respective utility providers in the area.)*

JADE Consulting, LLC will develop a final cost projection for the improvements depicted in the construction documents. This opinion of the probable development cost for the project will be in spreadsheet format.

CLIENT INITIALS: \_\_\_\_\_

**JADE**  
CONSULTING

The final documents delivered to the city will include a full-size set of construction documents signed and sealed by the appropriately licensed design professional and the corresponding CAD drawings delivered on a CD or by e-mail as a download.

D. **THE COMPENSATION TO BE PAID TO JADE CONSULTING, LLC** for providing the requested services is identified in Sections "C" & "E" herein.

E. **ADDITIONAL SERVICES (Hourly Basis)**

Services requested, but not specifically included in the scope of services, will be considered additional services. Modification to drawings, after approval by the Client, as a result of changes requested by the Client or their other Consultants will be considered additional services and billed at an hourly rate as follows:

|                              |                      |
|------------------------------|----------------------|
| Principle Engineer           | \$300.00             |
| Senior Project Manager/ P.E. | \$240.00             |
| Professional Engineer        | \$200.00             |
| Engineer I                   | \$150.00             |
| Graduate Engineer            | \$110.00             |
| CADD Designer                | \$ 90.00             |
| Engineering Technician       | \$ 85.00             |
| Clerical                     | \$ 75.00             |
| Sub-Consultant               | Direct Cost plus 10% |

F. **TERMS & CONDITIONS**

1. Reimbursable costs include fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement do not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating costs provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. The limit of liability of JADE Consulting, LLC to the Client for any cause or combination of causes resulting from services rendered, shall be, in total amount, limited to the fees paid under this Agreement.
5. If under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules, and/or regulations. Under no circumstances will JADE Consulting, LLC have any direct contractual relationship with the contractor, any subcontractors or materials suppliers.
6. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
7. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules, and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

CLIENT INITIALS: \_\_\_\_\_

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with JADE Consulting, LLC by providing all information and criteria in a timely manner, reviewing documents, and making decisions on project alternatives to the extent necessary to allow JADE Consulting, LLC to perform the scope of work within established schedules.

8. The Client will hold harmless and indemnify JADE Consulting, LLC for any design changes, construction changes, and/or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
9. JADE Consulting, LLC may subcontract consultants in the performance of any services described in this agreement. JADE Consulting, LLC does not act as a General Contractor in any way or accept responsibility for poor craftsmanship.
10. The above-described compensation for JADE Consulting, LLC does not include the following Costs:
  - a. Photostats/Photocopying/Plotting
  - b. Binding
  - c. Printing/Reprographics
  - d. Photography/Film/Film Processing
  - e. Mylar's and Reproducible
  - f. Federal Express, Courier, and/or Delivery Fees
  - g. Mailing/Postage
  - h. Microfilming/Scanning/Digitizing
  - i. Blue Printing, Printing or Binding of Bid Sets
  - j. Mileage @ current Federal rate
  - k. Permits and/or Registration Fees
  - l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging
  - m. Other products and services requested by the Client and not specifically described herein
11. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, the Owner will be responsible for payment of all Consultant fees and reimbursable expenses through the date of termination.
12. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, because of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to renegotiate the Fee Schedule.
13. Invoice Schedule: Billing will be based on a percentage of service completed at the end of each month.
14. Terms: Net Thirty (30) days from invoice date. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
15. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
16. This document sets forth all of the terms and conditions agreed by the parties hereto and supersedes all prior oral or written agreements, representations, or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

CLIENT INITIALS: \_\_\_\_\_






This agreement is accepted on the later date written below:

**JADE CONSULTING, LLC**

**VOLKERT, INC.**

SIGNED: \_\_\_\_\_  


SIGNED: \_\_\_\_\_

TYPED NAME: Perry C. Jinright, III, P.E.

TYPED NAME: \_\_\_\_\_

TITLE: Member

TITLE: \_\_\_\_\_

DATE: 11/18/2024

DATE: \_\_\_\_\_

CLIENT INITIALS: \_\_\_\_\_

