

GENERAL CONDITIONS FOR TASK AGREEMENT

This Agreement made and entered into this _____ day of _____, 2022 by and between Baldwin County Commission, hereinafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT;

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

The Client has requested that the Consultant provide engineering services to assist with the development of the South Alabama Mega Site to Novelis Inc. with the construction of the aluminum process mill. The individual tasks as noted within, describe the engineering services and understanding of the scope of the project.

TASK 01 – PROJECT COORDINATION

The Consultant will provide project coordination for the site development efforts needed to provide a functional site for the proposed infrastructure to be installed at the South Alabama Mega Site. The project coordinator will oversee the engineering and operations of the project and will serve as a representative of Baldwin County Engineering and Baldwin County Economic Development Alliance. The anticipated length of time for completion of the project is 3 years.

The Consultant will provide assistance with preparation and submission of an Industrial Access Grant for the Owner. The Consultant will prepare cost estimates for the access roads and the proposed accel and decel lanes needed along SR 287. The Consultant will prepare maps and/or sketches describing the projects and will assist with preparing the Industrial Access grant application.

LUMP SUM FEE \$900,000.00

TASK 02 – ENVIRONMENTAL PERMITTING

Re-delineate areas on site where potential wetland and stream impacts may occur. Prepare and submit Section 404/401 individual permit application package to the USACE and ADEM. This includes:

- A Joint Application and Notification Form
- Alternative Analysis

- Permit drawings
- Site Specific Threatened and Endangered Species and Habitat Report.

Additionally, any USACE/ADEM request for additional information will be addressed.

*The lump sum fee does include the ADEM Section 401 water quality certification permit fee of \$4,235.

*The lump sum fee does not include mitigation cost. Mitigation credits will be debited from the Baldwin County Mitigation Bank 1.

LUMP SUM FEE \$75,000.00

TASK 03 – TOPOGRAPHIC SURVEY

This Task will provide for survey services to complete a topographic survey of approximately 2000 acres. Topographic survey will consist of LiDAR based on NAD 83, Alabama West, State Plan Coordinate System. The deliverables developed will be utilized in design efforts associated with additional task described in this document and will be provided to Novelis as a requirement of the project agreement between Novelis and Baldwin County Commission. The Consultant will rely on partnerships with local sub-consultants for survey efforts related to this project. The cost of survey services will be based on a cost-plus basis and will be billed accordingly.

Not To Exceed \$165,000.00

TASK 04 – ROADWAY & BRIDGE – DESIGN & CONSTRUCTION

The Consultant will provide engineering design for roadway improvements required to access the proposed Novelis site from SR 287. Roadway improvements will consist of a north access road, south access road, and accel/decel lanes adjacent to SR 287 northbound roadway (Exhibit A, Site Layout). The northern access road will provide employee access to the site and will consist of a two-lane roadway approximately 4,300 feet in length with an anticipated bridge to lessen the impact of an existing wetland/stream. The southern access road will serve as the commercial entrance and will be used by heavy truck traffic for shipping and receiving operations. The anticipated length of the south access road will be 500 feet and the width of the roadway will have wider shoulders to accommodate large delivery vehicles.

The Consultant will utilize partnerships with local sub-consultants for geo-technical aspects of the project. Prior to design the Consultant will direct the geo-tech consultants to initiate the necessary soil borings in order to determine the existing conditions of the impact area for the proposed roadway improvements.

The Consultant will coordinate with Novelis to determine the connection points and the required elevation at the connection points for both roadways and will develop horizontal and vertical alignments in accordance with current AASHTO geometric design standards. Pavement sections

will be developed based on the anticipated loading for both roadways and the required widening along SR 287. The consultant will utilize ALDOT Standard Specifications for Highway Construction, 2022 Edition for specifying all construction materials, construction requirements, method of measurement, and basis of payment for all work associated with roadway infrastructure.

The Consultant will prepare and submit 50% & 90% construction plans and specifications to be evaluated by the Owner and used to provide mark-ups to the Consultant. The Consultant will conduct 50% & 90% review meetings with the Owner to discuss overview of the project design and allow all parties to review construction plans and specifications and provide necessary comments needed to progress the project to subsequent submittals. Upon completion of the 90% submittal and review, the Consultant will prepare and submit 100% construction plans and specifications, sealed by the Engineer of record, to the Owner to be used public letting of the project.

The Consultant will assist the Owner with the construction bidding process by preparing project advertisement, conducting pre-bid, attending bid opening, reconciling bids, and preparing bid tabulation. The Owner will be responsible for project advertising and cost associated with advertising.

The Consultant will provide Construction Administration and Construction Engineering and Inspection during the construction process of the project. The Consultant will conduct / attend meetings as required from construction start through final acceptance and close out. The Consultant will monitor contractor activities daily and will document activities on a daily activity form. The Consultant will conduct a weekly on-site meeting with the Owner and Contractor during construction to discuss job specifics and drive schedule in a manner that keeps all parties informed of the project status. Upon completion of the construction, the Consultant will perform a final inspection with the Owner and provide punch list to the Contractor in order to finalize the project. The Consultant will develop As-built documents during construction that will be used to develop record drawings which will be provided to the Owner during the close out process. The Consultant will prepare monthly pay applications, based on work completed, and will provide these applications to the Owner for payment to the Contractor.

LUMP SUM FEE \$901,420.00

TASK 05 – NORTH RAILROAD & BRIDGE – DESIGN & CONSTRUCTION

The Consultant will provide engineering design for railroad improvements required to access the proposed Novelis site from the south. Railroad improvements will consist of providing a single north/south with a new railroad bridge (Exhibit A, Site Layout). The limit of the railroad construction will begin on the south side of the existing wetland located approximately 8370 feet south of the Novelis site and will connect to the northern end of the existing railroad being constructed by Baldwin County Economic Development Alliance (BCEDA). Point of beginning will be Station 60+03 and point of ending will be 143+75.27. The top-of-rail elevation required at

the takeover location (Sta. 143+75.27) will be 260.00'. The new bridge will be approximately 750 feet in length and will be constructed to provide access over an existing wetland.

The Consultant will utilize partnerships with local sub-consultants for geo-technical aspects of the project. Prior to design the Consultant will direct the geo-tech consultants to initiate the necessary soil borings in order to determine the existing conditions of the impact area for the proposed roadway improvements.

The Consultant will utilize the existing horizontal alignment developed during a previous project referred to as Project No. 1048100. The vertical profile will be revised to meet the requirements provided by Novelis at the takeover location. Geometric design standards will be in accordance with CSX current guidance, based on Unit train design standards. The consultant will utilize ALDOT Standard Specifications for Highway Construction, 2022 Edition and the current CSX standard for specifying all construction materials, construction requirements, method of measurement, and basis of payment for all work associated with railroad infrastructure.

The Consultant will prepare and submit 90% construction plans and specifications to be evaluated by the Owner and used to provide mark-ups to the Consultant. The Consultant will conduct 90% review meeting with the Owner to discuss overview of the project design and allow all parties to review construction plans and specifications and provide necessary comments needed to progress the project to subsequent submittals. Upon completion of the 90% submittal and review, the Consultant will prepare and submit 100% construction plans and specifications, sealed by the Engineer of record, to the Owner to be used public letting of the project.

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LUMP SUM FEE \$2,190,600.00

SECTION II – TERMS OF PAYMENT

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. The total **LUMP SUM** fee for professional services shall not exceed **Four Million Two Hundred Thirty-Two Thousand & Twenty dollars and Zero cents (\$4,232,020.00)** unless authorized by OWNER.
- C. Payment shall be made payable to Volkert, Inc. and submitted to the following address: Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.