



# 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. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

August 17, 2021

Dewberry Engineers, Inc.  
25353 Friendship Road  
Daphne, AL 36526  
ATTN: Andy Bobe

**REFERENCE:** Request for Qualifications (RFQ) for Engineering/Environmental/Design Services for a new Pedestrian bridge which will connect Bicentennial Park and Live Oak Landing for Baldwin County Commission

Dear Mr. Bobe:

The Baldwin County Commission during their regularly held meeting on August 17, 2021, approved the Agreement with your firm for the Engineering/Environmental/Design Services for a new Pedestrian bridge which will connect Bicentennial Park and Live Oak Landing in the amount of 6.75% of construction cost for survey, structural design and permitting and 5.80% for CE&I cost.

Please find attached your executed copy of the Agreement.

If you have any questions, please contact the Purchasing Director, Wanda Gautney at (251) 580-2520.

Sincerely,

JAMES E. BALL, Vice Chairman  
Baldwin County Commission

JB:wg Item #BE7

cc: Wanda Gautney, Purchasing Director  
Wayne Dyess, County Administrator



July 19, 2021

Mr. Wayne Dyess  
Baldwin County Administrator  
Baldwin County Commission  
1312 Courthouse Square, Suite 15  
Bay Minette, AL 36507

**RE: Bicentennial Park and Live Oak Landing New Pedestrian Bridge**

Dear Mr. Dyess:

Dewberry Engineers Inc. is pleased to provide this proposal for professional services for the New Pedestrian Bridge between Bicentennial Park and Live Oak Landing. Parks and Recreational projects represent one of our most enjoyable project categories as these are places that people choose to come and spend their free time.

**PROJECT UNDERSTANDING**

We thank you for the opportunity to meet a few weeks ago and discuss the scope of work. From our meeting the center route or Route C (exhibit is attached for clarity) is the most desirable based on previous work already done by County staff. Dewberry proposes to survey the limits of the project, provide preliminary geotechnical testing along the proposed route and then provide detailed construction plans for the proposed boardwalk to be 10 feet wide, 1,100 feet long with an observation platform midway along the route. The proposed route is to be straight and will be constructed using top-down construction methods to minimize permitting and impacts to the proposed route.

Materials for the bridge will be specified and utilization of any existing materials from on site will be a plus, but not required. One of the funding requirements will be that the proposed board walk must comply with current ADA standards and will require at least one handicap parking space located within close proximity of the proposed board walk.

**1.0 ENVIRONMENTAL PERMITTING**

The environmental permitting will require that we go through the NEPA process to verify that we will not be impacting any areas associated with State Historical Commission, endangered species U.S. Fish and Wildlife, identify wetlands and gain concurrences the U.S. Army Corps of Engineers and ADEM for the proposed construction impact and methods.

**2.0 DESIGN**

Dewberry will provide structural design of the proposed board walk, described above, producing project plans, profile and typical sections for the pedestrian crossing. The proposed construction method being "top down" indicates that construction will be performed working from the surface of the boardwalk and

will progress in one direction. This method causes the boardwalk to see the most intense loading it will experience during the construction process.

Our investigation of the existing parameters associated with the project indicated the project site is currently inundated with water and that is the case for extended periods of time throughout the year. It has been indicated that the area is also mostly dry during different periods of the year. This year seems to be unseasonably wet. Based on the most up to date GIS contours provided by Baldwin County the water in the project area is approximately 6 and 8 feet deep. The north end of the proposed bridge is at a lower elevation than the south end. This will cause the board walk to have a continuous slope going uphill from north to south. Our preliminary investigation indicates that the necessary slope to connect to both ends of the proposed crossing will be less than the maximum slope of 2.0% necessary to comply with ADA standards. Once actual design begins slopes and alignment may vary depending on actual site conditions.

Top down construction provides an environmentally friendly way to construct the proposed boardwalk, however the conditions that are evident at the site will require a substantial piece of equipment to construct the board walk given the height of the proposed boardwalk.

The proposed board walk location is within a known flood zone, with the 100-year flood elevation of 14 feet. The north end of the proposed route is at approximately elevation 10. We will need to determine if the propose north end should be designed to be out of the water during the 100-year flood event. This will require additional work creating an ADA accessible access at this location.

It is anticipated that the proposed board walk will be approximately 15' above the existing ground surface in certain areas of the proposed crossing. This will require pile lengths of 30 feet more or less in order to provide the necessary support for the construction loading. Preliminary geotechnical exploration will be provided with a report recommending the pile lengths and recommend criteria for installation verification. The conventional method of providing geotechnical report for a project of this nature would be in excess of \$200,000. Proposed scope of work is provided in the attached proposal for services. Plans and specifications will be prepared to comply with Title 39 bid law, and GOMESA funding requirements.

### **3.0 DRAINAGE DESIGN**

The proposed route crosses Rains Creek and Flat Creek. Preliminary hydraulics will be addressed to determine if any further analysis is necessary. In the event that a no-rise study is necessary Dewberry will perform this task in house and utilize the findings of the study to shape the design of the bridge. This work will be provided for under a separate cover, if necessary.

### **4.0 PROJECT LETTING**

Dewberry will support the County with project letting. We will produce an advertisement, provide to the County for circulation. Bid documents will be produced and forwarded to prospective bidders, we will attend or host a pre-bid conference describing conditions, typical sections and providing information on any special contract provisions. Dewberry will be available to open bids, provide a tabulation of the bids and make recommendations for the lowest responsible and responsive bidder.

**5.0 CONSTRUCTION ENGINEERING AND INSPECTION**

Should the county choose to move forward into construction and utilize Dewberry we will be happy to provide CE&I Service. These services will include periodic inspection of construction, verification of project quantities, processing of monthly pay requests, verifying project time, and providing a monthly report on progress. Any necessary materials testing will be provided upon request.

**FEES**

Dewberry will provide the above describe services for a fee based on percentage of construction cost. It is understood that the available funds for the project are fixed and total project cost is not to exceed \$1,200,000. Dewberry has a standard sliding scale as shown below.

Construction Value		Design Fee
\$ 750,000.00	\$ 1,000,000.00	7.50%
\$ 1,000,001.00	\$ 2,000,000.00	6.75%

Construction Value		CE&I
\$ 750,000.00	\$ 1,000,000.00	6.0%
\$ 1,000,001.00	\$ 2,000,000.00	5.8%

It is mutually agreed that the ENGINEER's design fee by this method shall not be less for construction cost in the lower range of one construction step than is available by utilizing the maximum construction cost and percentage for the preceding lower construction step.

An opinion of probable project cost is attached for review utilizing current lumber prices. This cost is associated with cost of materials at the time of this proposal. No guarantee is either given or implied that materials cost for this structure will remain stable during the course of the projects design. Based on the above percentage's construction cost would need to be **\$1,049,108.84** or less to stay within current budget. The good news is that materials pricing has begun to come down as of the date of this proposal.

Estimated Design Fee				
Survey, Structural design, Permitting	6.75%	Const. Cost	\$	70,814.85
Geotechnical Services*			\$	19,228.00
<b>Estimated Total Design Services</b>			<b>\$</b>	<b>90,042.85</b>
<b>Estimated CE&amp;I Cost</b>				
	5.80%	Const. Cost	\$	60,848.31
Estimated Value of Engineering and CE&I			\$	150,891.16
<b>Total Opinion of Probable Cost</b>			<b>\$</b>	<b>1,200,000.00</b>

If these terms are acceptable, please sign and return an executed copy of this document to our office and we will begin work upon receipt.

Sincerely,

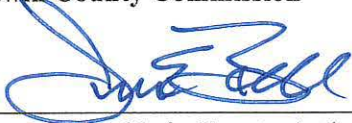
**DEWBERRY ENGINEERS INC.**



Andrew N. Bobe  
Senior Associate  
Senior Project Manager

The foregoing supplemental agreement with Dewberry Engineers Inc. is accepted:

**Baldwin County Commission**

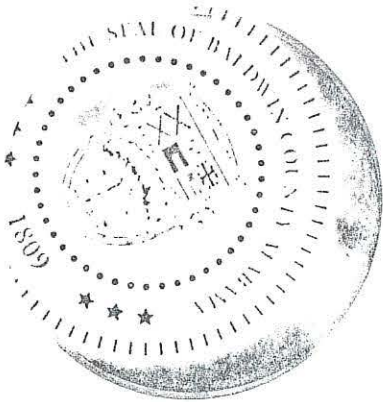


8/17/2021

Signature of Baldwin County Authorized Personnel      Date

James E. Ball, Vice Chairman

Print Name of Baldwin County Authorized Personnel



# STANDARD HOURLY BILLING RATE SCHEDULE WITH CREW

DEWBERRY	HOURLY RATES
<b>PROFESSIONAL</b>	
Principal	\$299.00
Architect I, II, III	\$92.00, \$105.00, \$120.00
Architect IV, V, VI	\$140.00, \$155.00, \$175.00
Architect VII, VIII, IX	\$195.00, \$210.00, \$230.00
Interior Designer I, II, III, IV	\$85.00, \$100.00, \$120.00, \$150.00
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$250.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$155.00, \$170.00, \$185.00
Professional VII, VIII, IX	\$200.00, \$225.00, \$240.00
<b>TECHNICAL</b>	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV, V, VI	\$125.00, \$140.00, \$155.00
Geographer/GIS VII, VIII, IX	\$185.00, \$205.00, \$235.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$170.00, \$195.00
Technical I, II, III	\$80.00, \$95.00, \$110.00
Technical IV, V, VI	\$120.00, \$130.00, \$150.00
<b>CONSTRUCTION</b>	
Construction Professional I, II, III	\$120.00, \$145.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$235.00
Inspector I, II, III	\$80.00, \$105.00, \$125.00
Inspector IV, V, VI	\$140.00, \$155.00, \$170.00
<b>SURVEY FIELD CREWS</b>	
Fully Equipped 1, 2, 3, 4 Person Crews	\$125.00, \$155.00, \$190.00, \$225.00
With Laser Scanner 1, 2 Person	\$175.00, \$205.00
<b>ADMINISTRATION</b>	
Admin Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

**ATTACHMENT B  
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness or completeness of any document which was prepared by another entity.
  - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.



11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, shall provide notice of such to you upon discovery and may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs for work performed to date.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The State of Alabama's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. The parties agree that the courts of Baldwin County, Alabama, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction.
18. **OMITTED.**
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you and you shall not be liable to us, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement.
22. **Indemnification.** Each party to this agreement agrees to indemnify, defend and hold the other party harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by the other, or its contractor, subcontractor or other independent company or consultant employed said party to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to [Notices@dewberry.com](mailto:Notices@dewberry.com) or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department and Baldwin County mailed to 312 Courthouse Square, Suite 11, Bay Minette, AL 36507.





Bicentennial/Live Oak Bridge Crossing				Date	7/16/2021
Opinion of Probable Cost					
	Material	Unit	Unit Price	Quantity	Material Cost
1	12" Butt Piles 30' Long	Each	300	347	\$ 104,100.00
2	10x10x10 Pile Cap	Each	160	112	\$ 17,920.00
3	3x12x12	Each	95.8	1210	\$ 115,918.00
4	3x8x20	Each	96	825	\$ 79,200.00
5	4x6x12	Each	220	22.85	\$ 5,027.00
6	2x6x10	Each	9.95	6820	\$ 67,859.00
7	Wire Fencing 36" x 50'	LF	10	2200	\$ 22,000.00
8	Hardware 25# / ft	lb	1,100.00	1.35	\$ 1,485.00
<b>Sub Total</b>	<b>Materails Cost</b>		<b>\$ 375.92 /ft cost</b>	<b>total</b>	<b>\$ 413,509.00</b>
<b>Sub Total</b>	<b>Labor at 1.5 materail cost</b>		<b>\$ 563.88 /ft cost</b>	<b>total</b>	<b>\$ 620,263.50</b>
<b>Total</b>	<b>Estimated Construction Cost</b>		<b>\$ 939.79 /ft cost</b>	<b>total</b>	<b>\$ 1,033,772.50</b>
<b>Misc.</b>					
1	Clearing (Approximate)	acre	1	\$35,000.00	\$ 35,000.00
2	Mobilization	LS	1	\$45,000.00	\$ 45,000.00
3	Geometric Controls	LS	1	\$15,500.00	\$ 15,500.00
<b>Sub-total Misc</b>					<b>\$ 95,500.00</b>
<b>Preliminary Opinion of Probably Construction Cost</b>					<b>\$ 1,129,272.50</b>
<b>Estimated Design Fee</b>					
	Survey, Structural design, Permitting	6.75%	Const. Cost		\$ 76,225.89
	Geotechnical Services*				\$ 19,228.00
<b>Estimated Total Design Services</b>					<b>\$ 95,453.89</b>
<b>Estimated CE&amp;I Cost</b>					<b>\$ 65,497.81</b>
Estimated Value of Engineering and CE&I					\$ 160,951.70
<b>Total Opinion of Probable Cost</b>					<b>\$ 1,290,224.20</b>

