

State of Alabama )

County of Baldwin )

## **CONTRACT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES**

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and Thompson Engineering, Inc., (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, October 15, 2024, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Engineering/Environmental Services for County Road 65 Between County Roads 36 and 48; and

**Whereas**, the PROVIDER presented the best qualifications for Engineering and Environmental services and was chosen by the COUNTY to provide needed services in accordance with the Request for Qualifications (RFQ) and Response.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

#### **I. Definitions.** The following terms shall have the following meanings:

- |                |                            |
|----------------|----------------------------|
| A. COUNTY:     | Baldwin County, Alabama    |
| B. COMMISSION: | Baldwin County Commission  |
| C. PROVIDER:   | Thompson Engineering, Inc. |

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:	Thompson Engineering, Inc. 7101 US HWY 90 Daphne, AL 36526	Physical Address: 7101 US HWY 90 Daphne, AL 36526
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COUNTY:	Baldwin County Commission c/o Chairman 312 Courthouse Square Suite 12 Bay Minette, AL 36507
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**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally-qualified engineer. The general scope of work for the services shall include all the terms and Conditions of **“Request for Qualifications”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in the Request for Qualifications for Engineering/Environmental Services for County Road 65 Corridor Extension Project Between County Roads 36 and 48 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.

**XXIX: Funding Source:** The public works project which is the subject of this contract is funded by Baldwin County fiscal year 2025 funds.

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

COUNTY

ATTEST:

\_\_\_\_\_  
Matthew P. McKenzie, Chairman /Date

\_\_\_\_\_  
Roger H. Rendleman, County Administrator /Date

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Matthew P. McKenzie, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

Thompson Engineering, Inc.  
Robert A. Harvey / 6/11/25  
By ROBERT A. HARVEY /Date  
Its SI DIVISION LEADER

State of Alabama)

County of BAIRDWIN

I, RENAE MARTINEZ, Notary Public in and for said County and State, hereby certify that ROBERT HARVEY as SI DIV. LEADER of Thompson Engineering, Inc., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Thompson Engineering, Inc.

GIVEN under my hand and seal on this the 11th day of JUNE, 2025.



Renaee Martinez  
Notary Public, \_\_\_\_\_  
My Commission Expires 01/16/2028



# Baldwin County Commission

## Request for Qualifications (RFQ) for Engineering/Environmental Services for the County Rd 65 Corridor Extension Project between County Roads 36 and 48

### **Overview:**

The Baldwin County Commission, acting by and through the Highway Department, seeks qualifications from qualified engineering consultant firms for the design of a new roadway and intersection improvements for the County Rd 65 (CR-65) Corridor Extension Project from CR-36 to CR-48 section.

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

The consultant chosen will assist in survey, environmental assessment, geotechnical analysis, environmental permitting, design, utility coordination, plan production, contract preparing, bidding required to complete the project.

### **Requirements:**

The successful firm chosen will have experience with environmental studies, data collection and analysis, preliminary engineering, preliminary cost analysis and other tasks associated with similar type projects. The chosen firm must have Professional Engineer (P.E.) licensure, and proper business licensure, both in the State of Alabama, at the time of submittal. Firms responding to this RFQ should provide Dun and Bradstreet number and be registered with the GSA database at [www.sam.gov](http://www.sam.gov) to confirm debarment/suspension status.

### **Scope of Services:**

The scope of services to be performed by the consultant firm shall include but not be limited to the following:

- Perform all work under the direction of the Baldwin County Highway Department.
- Attend any necessary meetings and make presentations at the request of the County.
- Provide a topographic survey to use in drainage analysis, design, right-of-way mapping, and plan preparation.
- Provide complete environmental findings and documentation for all permitting required for the project.
- Perform wetland delineations and impact information for County review and, subsequently, permit approval.
- Provide utility coordination of existing and proposed relocations during the design process.
- Provide a complete geotechnical analysis of existing and proposed requirements.
- Provide design services and prepare construction plans in accordance with the ALDOT Roadway Plans Preparation Manual.
- Assist with bidding of the project.
- Prepare contracts for proposed contractors.
- Provide detailed and timely schedules throughout the approved contract time-period.

- Provide advice, counsel, and make recommendations on miscellaneous projects and information that could have an impact on the proposed project.
- Provide any additional information the County may need in relation to the project.
- Provide one contact person to coordinate project information.

**Period of Performance:**

The firm selected shall be able to complete the following services outlined below within the time periods shown:

1. Project design, permitting, and bidding ( +/- 18 months after notice to proceed)

**Submittal of Qualifications:**

Qualifications submitted in response to this RFQ must provide detailed information to show evidence of qualifications, experience, and expertise. Seven (7) hard copies of the RFQ are required. No emailed or faxed materials will be accepted. Please limit proposals to ten (10) pages, not including (1) a two-page maximum Letter of Transmittal, (2) Table of Contents and (3) up to fifteen (15) pages for Appendices. Cover page should include Dun and Bradstreet (DUNS) number and company point of contact information. The cover pages and RFQ Response Form do not count towards the page numbers.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) Questions must be received no later than December 4, 2024, at 2:00 pm CDT.

**Qualifications should be sent to the address below on or before 2:00 pm CDT December 11, 2024.**

Baldwin County Purchasing Department  
Mrs. Wanda Gautney  
Purchasing Director

**Mailing Address:**

312 Courthouse Square  
Bay Minette, AL. 36507

**Physical Address:**

257 Hand Avenue  
Bay Minette, AL 36507

**Selection Process and Evaluation Criteria:**

A committee consisting of Baldwin County Commission staff members will evaluate and rank the most qualified firms' written qualifications based on demonstrated competence and professional qualifications for performance of the services required.

The County Selection Committee will select the most qualified firm from the submitted qualifications. Upon selection of a consulting firm, a scope of work meeting will be conducted and a proposal for work will be required. The County reserves all rights in the selection of the firm of its choosing regarding this RFQ.

The County Commission will approve the most highly qualified firm and a contract with that firm to be negotiated by the Highway Department with a budgeted firm-fixed price amount. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the County Commission. Upon completion of the contract and fee negotiations, the County Commission executes the contract. Contract award will be subject to the timely completion of contract negotiations between the County and the selected Respondent.

The County reserves the right to reject all Statements, negotiate further with any entity submitting Statements, seek additional Statements, or waive any irregularities or informalities in the RFQ process.

Qualifications should contain information sufficient to enable the Selection Committee to properly evaluate the competence and qualifications of the consultant for achieving the project objectives. Qualifications will be evaluated based on the following criteria:

- Understanding of project objectives
- Qualifications of the personnel to be used on the project including project availability
- Proposed project approach
- Previous experience of the firm on similar projects (include firm's role in the projects)
- Location of where work will actually be accomplished
- Estimated time to perform the work including a timeline with major tasks/benchmarks

Qualifications will be scored as follows:

Criteria	Possible Points
Understanding of Project Objectives	10
Qualifications of Personnel and Availability	20
Proposed Project Approach	30
Previous Experience	25
Location of Work	5
Estimated Timeline	10
Total	100

**Indemnification:**

The firm shall indemnify, defend and hold County and its 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, 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 resulting from any negligent act or omission by the Engineer. The Engineer shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this agreement.

**Insurance:**

The Engineer agrees to carrier at their own cost and expense for the length of the contract and with insurers satisfactory to the Baldwin County Commission, maintain in effect the following insurance coverage from an insurance company or companies authorized to do business in Alabama.

Comprehensive General Liability Policy

Comprehensive Liability Insurance covering all owned and non-owned Automobiles

Worker's Compensation Insurance as required by law.

**Bidder Qualifications**

All consultant firms, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Request for Qualifications (RFQ) Package.

All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

**Termination of Services**

The COUNTY may terminate this Contract, with or without cause or reason by giving 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.

## **ATTACHMENT A: CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

**Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2 C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.**

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

### **SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION**

Prior to contract execution, the prime contractor must submit:

- A written certification that no subcontracts will be issued.
- OR -

- The Subcontractor Listing Form detailing all subcontractors from whom quotes were received including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as an MBE or WBE firm. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time.
- A listing of certified MBE and WBE firms from whom quotes, or proposals were received, if any, who were not awarded subcontracts.
- Evidence that each Non-MBE/WBE subcontractor selected for the scope of work, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work was the same for both the MBE/WBE and Non-MBE/WBE.

The contractor may utilize the following resources to assist in MBE/WBE affirmative outreach:

The Alabama Department of Economic and Community Affairs' Office of Minority Business Enterprise's Certified MWBE List and the Alabama Department of Transportation's Certified Disadvantaged Business Enterprise List.

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

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

January 28, 2025

Thompson Engineering, Inc.  
2970 Cottage Hill Rd.  
Suite 190  
Mobile, AL 36606-4749  
ATTN: Nick Combs

**REFERENCE:** Request for Qualifications (RFQ) for Engineering/Environmental Services for County Road 65 Corridor Extension Project Between County Roads 36 and 48 for the Baldwin County Commission

Dear Mr. Combs:

The Baldwin County Commission during their regularly held meeting on January 28, 2025, **selected** your firm for the Engineering/Environmental Services for the County Road 65 Corridor Extension Project between County Roads 36 and 48 and authorized staff to enter negotiations with your firm.

Please contact Seth Peterson, Baldwin County Highway Pre-Construction Manager, at (251) 972-4055 to set up a meeting regarding this matter.

Sincerely,

MATTHEW P. MCKENZIE, Chairman  
Baldwin County Commission

MPM:wg Item CE4

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





May 30, 2025

Mark Acreman, P.E., Assistant County Engineer

**Baldwin County Highway Department**

PO Box 220

Silverhill, Alabama 36576

**RE: Proposal for Professional Engineering and Environmental Services**  
County Road 65 Corridor Extension Project between County Roads 36 and 48  
Thompson Proposal No. 25-4110-0068

Thank you for selecting Thompson Engineering, Inc. (Thompson) to provide the engineering and environmental services required for the County Rd 65 Corridor Extension Project between CR-36 and CR-48! We look forward to continuing to work with the County to extend the CR-65 corridor to CR-48 and have prepared the following proposal based on our understanding of the work.

A design scoping meeting was held at the Highway Department on March 27, 2025, to review the scope of work and deliverables required. Due to the nature of the project, the services needed to complete the project will be provided in phases. This proposal is for preliminary engineering and hydraulic bridge sizing needed to determine environmental constraints and bridge requirements before permitting and final design can commence. The proposed corridor consists of a new two-lane roadway segment to extend CR-65 from CR-36 to CR-48 with multiple major drainage crossings and 2-3 minor side street intersection improvements. Thompson is pleased to submit this proposal along with our understanding of the project, proposed scope and fee, and our request for authorization to proceed.

## Project Understanding

As part of a master plan to increase traffic capacity, safety, and support economic growth in the south Baldwin County area, the Baldwin County Commission has set an objective to further develop and extend and connect the north-south CR-65 Corridor. As part of this initiative, the Baldwin County Highway Department (Highway Department) is planning an extension of the CR-65 corridor between CR-36 and CR-48 in Robertsedale, Alabama. This approximately 2.0-mile-long segment of the CR-65 corridor will be a direct continuation of improvements made as part of a series

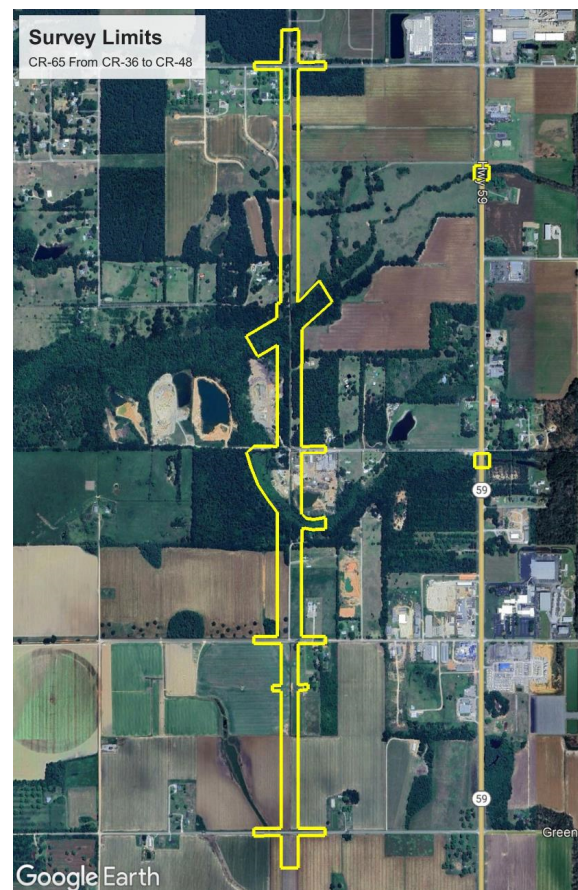


Figure 1 Corridor Survey Limits



of projects to extend CR-65 from CR-28 to CR-48, ultimately making CR-65 a major north-south corridor from CR-64 in Loxley to CR-10 in Gulf Shores. This project will aim to implement those recommendations within the project footprint and maintain consistency and uniformity with the roadway alignment and typical section on adjacent projects.

## Scope of Work

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

### Task 1: Topographic and Property Surveys

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

- Provide a property map of all potentially affected properties showing buildings, septic systems, driveways, fences, etc., and property lines to the second quarter-line past the proposed right-of-way. The right-of-way for existing road crossings will be located/shown.
  - Property owners will be notified by letter before work begins. It is understood that Baldwin County will provide a template letter for this purpose.
- Provide a topographic survey of the future extension of CR-65 from CR-36 to CR-48. The survey will cover a minimum 200' wide corridor, plus 500' each way at existing roadway crossings. This will include all drainage, signs, utilities, pavement, etc.
  - Drain crossings will be surveyed out 1,000' from the alignment with the first 500' being full survey and the remainder being flowline only.
  - LiDAR will be used for general topography and merged with survey data to provide a full terrain model of the corridor.
    - LiDAR will be captured with Thompson Engineering's Trinity F90+ VTOL drone with the Yellow Scan LiDAR payload. The LiDAR mission will cover the 150+/- acres with an estimated 118pts/per square meter. Expected accuracy of the point cloud will be 2 to 3 cm. As per ASPRS VVA and NVA vertical accuracy standards, 30 check shots each will be collected throughout the project limits.
- Provide a topographic survey of two existing culverts where SR-59 crosses Halls Branch upstream of the project needed for the review of upstream conditions in the bridge hydraulic analyses
- Underground utilities as marked by 811/owners will be located within the corridor limits. Above ground utilities will be located within the corridor limits.
- Vegetation lines will be located within the survey limits.
- Survey control will be established, and the data will be provided with this submittal. All coordinates will be in NAD 83(2011) Alabama State Plane, West Zone, and elevations will be referenced to NAVD 88. A combined scale factor will be provided.
- Deliverable files will be provided in MicroStation DGN format.
  - TOP, IPU, PRP, CNTRL, and FLD files
  - Aerial Photography
  - DEM in TIF format

## Task 2: Environmental Services

Thompson will provide environmental services to include a wetland delineation, threatened and endangered species survey,

### A. Wetland Delineation and Threatened & Endangered Species Survey

Thompson Engineering will perform a wetland and stream delineation and prepare mapping to determine the presence of wetlands, streams, or other Waters of the U.S. within the project corridor. The delineation and mapping will address a minimum 200' wide study corridor within the southern 0.5-mile and northern 0.5-mile segments and a 300' wide study corridor within the middle 1.0-mile segment of the corridor, and will include the following elements:

- Review soil survey information
- Review of available aerial photography
- Review of available GIS information
- Identify hydric soil indicators
- Identify hydrophytic vegetation
- Determine if hydric soils or wetland hydrology are present
- Field flag wetland areas with pink flagging with black "wetland delineation"
- Locate wetland areas utilizing GPS
- Provide shape files of the wetland areas
- Identify and classify any streams and other Waters of the U.S. within the project construction limits
- Locate any stream courses utilizing GPS
- Provide shape files of the stream areas
- DELIVERABLES: Maps and wetland forms of wetland and stream areas within the study corridor

Concurrent with the wetland delineation, Thompson will complete a threatened and endangered species survey. The survey will include the following elements:

- Review Threatened/Endangered/Candidate species and critical habitat data from the USFWS IPaC Website
- Conduct a field survey for evidence of listed species or suitable habitat (this project area contains aquatic and terrestrial habitats, as well as culverts that could be used by the Tricolored bat)
- Mark locations of any listed species identified during field surveys using red polka-dot flagging, and record locations with GPS
- DELIVERABLES: Report summarizing the survey procedures, results, and any observations of listed species and suitable habitat, and includes figures and photograph log. Provide shape files of locations for any listed species observed

### B. Cultural Resources Survey

Thompson will conduct a Phase I Cultural Resources Survey for the proposed study corridor. The survey will conform to state and federal guidelines, including Section 106 of the National Historic Preservation Act of 1966 and the United States Secretary of the Interior's Advisory Council on Historic Preservation Regulations, 36 CFR Part 800. The proposed assessment will include a formal Phase I field survey with subsurface testing in non-wetlands, laboratory analysis of any recovered

artifacts, a review and documentation of any standing historic structures (over 50 years old) in the project's area of potential effect (APE), report preparation and finalization, and curation of any project-related materials.

Upon completion of field work and laboratory analysis of any artifacts found during the survey, a Cultural Resources Assessment report will be prepared that will include descriptions of the project area (size, elevation, wetlands, soil associations, etc.), a literature and background research section, a summary of the field methods employed (personnel, timeline, amount of shovel tests, shovel test descriptions, etc.), maps of the project area and field work locations, laboratory and curation methods, a results section (if any archaeological sites encountered), and a summary with recommendations. A draft report will be submitted to Baldwin County for review and comment; once any comments have been received, a finalized version will be submitted to the County and to reviewing agencies (Alabama Historical Commission and Corps of Engineers) for concurrence.

NOTE: Should many cultural resources be identified by the survey, the cost may need to be adjusted to reflect a greater level effort if avoidance or an alternative project location is not possible. Issues regarding the number of identified resources will be discussed immediately with the County.

### **C. Phase I Environmental Assessment**

The primary objective of the Phase I Environmental Site Assessment (ESA) is to provide a professional evaluation of recognized environmental conditions regarding the subject property, as may be related to the potential presence of hazardous substances and/or petroleum products, due to prior activities at the site and/or adjacent properties. The Phase I ESA is proposed in general conformance with the scope and limitations of ASTM E1527-21 "Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process." Principal components of the Phase I ESA include records review, site reconnaissance, interviews, and a report.

The following clarifications of the scope of services are given:

- Thompson will evaluate the past use of the property through review of the standard historical sources and to some extent from interviews with knowledgeable persons such as owners, occupants, and government officials. Thompson will only review chain of land title records if they are made available through the user, owner, or key site manager. The Phase I Environmental Site Assessment does not include procuring recorded land title records.
- This assessment will be performed in accordance with generally accepted methods and practices of the profession. All conclusions will be based on available and reasonably ascertainable information and are not to be considered scientific certainties. The intent of this study is to identify environmental concerns which would be obvious to a professional exercising due diligence and is not intended to represent exhaustive research of all potential concerns which may exist.
- This report does not purport to be representative of future site conditions or events. Situations or activities which may transpire after issuance of this report which result in adverse environmental impacts are not to be construed as relevant to this study.

- During the site visit Thompson will visually observe the property and any structures on the property to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles and in general conformance with ASTM Practice E 1527-21.
- In accordance with the referenced ASTM standard, the Phase I ESA is intended to address hazardous substances, within the scope of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and petroleum products.
- NOTE: There may be other environmental issues or conditions at a property that parties may wish to assess, which are outside the scope of the ASTM standard. Examples of such non-scope issues excluded by ASTM E 1527-21 are asbestos containing building materials, lead-based paint, the potential for radon gas, wetlands, regulatory compliance, cultural and historical resources, industrial hygiene, health and safety, ecological resources, endangered species, high voltage power lines, indoor air quality, and lead in drinking water. If any non-scope issues are desired to be included, this proposal can be modified upon your request.

As per the ASTM standards referenced, the County shall agree to certain responsibilities associated with the performance of a Phase I ESA and outlined as follows:

1) Checking Title Records for Environmental Liens.

The County should check, or engage a title company to check, reasonably ascertainable land title records for environmental liens recorded against the property.

Note: Thompson has not included title research within this proposal.

2) Specialized Knowledge or Experience of the User.

If the County is aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with the property, it is the County's responsibility to communicate any information based on such specialized knowledge or experience to Thompson. The County should do so before Thompson performs the site reconnaissance.

3) Reason for Significantly Lower Purchase Price.

In a transaction involving the purchase of a parcel of commercial real estate, if the County has actual knowledge that the purchase price of the property is significantly less than the purchase price of comparable properties, the County should try to identify an explanation for the lower price and to make a written record of such an explanation. Among the factors to consider will be the information that becomes known to the County pursuant to the Phase I Environmental Site Assessment.

### Task 3: Hydrologic & Hydraulic Analysis

Thompson will perform hydrologic and hydraulic analyses necessary to provide recommendations for structure sizing and stormwater routing to allow for the construction of the roadway and intersection improvements between CR-36 and CR-48.

Hydrologic analysis will include development of design storm hydrology including peak frequency inflows and hydrographs for the design of required bridges and/or bridge culverts along the project extents.

Crossings pertain to Halls Branch and Halls Branch Tributary. Hydrologic analysis will be performed using ALDOT's Hydro13A spreadsheet (i.e., rational method or AL regression equations and lag-based hydrographs) in accordance with the ALDOT Departmental Approved Hydrological/Hydraulic Software Memorandum (2018).

Hydraulic modeling and design will be completed in HEC-RAS. A 2D model will be constructed to route design storm hydrographs to assess existing conditions and bridge/culvert design iterations. Design recommendations will include culvert sizing and profile considerations, bridge and/or bridge culvert span lengths, low chord elevations, support geometry, and abutment design. H&H will work with Civil/Structural to develop bridge/bridge culvert geometries meeting Baldwin County, ALDOT, and structural requirements while minimizing adverse floodplain impacts. Bridge/culvert design recommendations will be made in accordance with ALDOT Hydraulic Manual.

A scour analysis will also be completed to assess erosion potential for recommended bridges and culverts. Calculations and supporting model documentation will be provided. Scour analysis will be completed in accordance with FHWA HEC-18 using the Hydraulic Toolbox and/or HEC-RAS.

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

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

NOTE: Formal FEMA floodplain coordination is not required, though the completed documentation will provide information regarding floodplain impacts.

#### **Task 4: Preliminary Design Services**

Thompson will perform preliminary bridge and roadway designs needed to evaluate the feasibility/constructability of the project, determine overall environmental impacts and considerations, determine permitting requirements, and determine preliminary cost estimates.

##### **A. Preliminary Bridge Plans (TS&L)**

Based upon a preliminary site evaluation, it is anticipated that three separate crossings will require either a bridge culvert or bridge. Thompson will prepare Type, Size and Location (TS&L) drawings for the proposed bridge culvert(s) and bridge crossing(s) as recommended by the hydraulic design, and as follows:

- Prepare TS&L drawings for three separate crossings and submit for review and approval by the County.
- The following assumptions are made:
  - The corridor will be a two-lane undivided road, and dual parallel bridge crossings will not be required for this project.
  - The preliminary bridge culverts will be in conformance with ALDOT standard drawings.
  - The preliminary bridge type will be either a single or multi span bridge, using either AASHTO girders, NEXT beam, or Florida I-beam (FIB) girders.
- EXCLUSIONS: This scope of work does not include detailed design and submittal final Issued for Construction (IFC) plans for any proposed culverts and bridges. This scope of work does not include a design calculation package for the proposed culverts and bridges.

## **B. Preliminary Roadway Design**

Thompson will prepare preliminary roadway design as follows:

- Develop project scope
- Develop design criteria, establish preliminary geometric design, and prepare backbone typical sections
- Begin preliminary drainage design to ensure workability of designs
- Determine preliminary construction limits and preliminary right-of-way requirements
- Determine overall environmental impacts and considerations
- Determine permitting requirements
- Prepare preliminary construction cost estimates
- DELIVERABLES:
  - The following preliminary plan sheets will be prepared:
    - Title Sheet
    - Primary Survey Control/Geometric Layout Sheets
    - Backbone Typical Sections
    - Preliminary Plan/Profile Sheets
    - Preliminary Cross Sections
  - Preliminary Construction Cost Estimate
- EXCLUSIONS: This proposal does not include effort needed to prepare maps needed for public involvement or perform detailed alternatives analyses/feasibility studies that may be required to use federal transportation funding on this project. The preliminary roadway design will be limited to the County's desired study corridor that exists roughly on a north-south alignment from CR-36 to CR-48.

## **Additional Exclusions**

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

- Public Involvement Meetings and/or Maps
- Traffic Studies
- Geotechnical Investigations or Reporting
- Environmental Permitting
- Final Bridge and Roadway Design or Plans

## Summary of Cost & Professional Services Fees

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

Professional Services	Fee
Task 1: Topographic and Property Surveys	\$ 121,000.00
Task 2: Environmental Services	
Task 2A: Wetland Delineation and Threatened and Endangered Species Survey	\$ 8,500.00
Task 2B: Cultural Resources Survey	\$ 12,500.00
Task 2C: Phase I Environmental Site Assessment	\$ 5,500.00
Task 3: Hydrologic & Hydraulic Analysis	\$ 45,700.00
Task 4: Preliminary Design Services	
Task 4A: Preliminary Bridge Plans (TS&L)	\$ 18,500.00
Task 4B: Preliminary Roadway Design	\$ 125,000.00
<b>Total "Lump Sum" Fee =</b>	<b>\$ 336,700.00</b>

Services to perform topographic, wetland and environmental surveys shall commence immediately upon receipt of notice to proceed and are expected to be completed within 90 days. Schedule for the hydraulic analyses and preliminary designs will be coordinated with the County.

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

Sincerely,

**THOMPSON ENGINEERING, INC.**



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



Drew Davis, P.E.  
Vice President, Highway Practice Leader

## **Attachment “E”**

### **Terms and Conditions of Data Use**

1. Subject to any applicable license agreements, the COUNTY agrees to provide PROVIDER its digital GIS files of Baldwin County to include color orthophotography, 1-foot contours, parcel data with ownership information, and other data as needed for portions of Locators required on a project by project basis. The use of the data will be provided at no charge, but other charges may apply as the situation warrants for support, programming, etc.
2. The parties acknowledge and agree that the COUNTY has a proprietary interest in the digital data provided to PROVIDER under this agreement. Consequently, it is agreed by and between the parties that PROVIDER and any of its contractors and subcontractors shall not sell, distribute, reveal or communicate in any fashion to third parties any information coming to it as a result of this agreement without the express written consent of the COUNTY. This clause shall not be construed to prevent PROVIDER from making and distributing maps, brochures etc., which are derived from data from COUNTY pursuant to this agreement.
3. Any information or content contained either within COUNTY’s internet mapping viewer or within this digital data distributed by the COUNTY is derived from a variety of public and private sources considered to be dependable, but the accuracy, completeness and currency thereof is not guaranteed. The COUNTY makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of such information or data contained in or generated from the COUNTY Geographic Database or otherwise. Additionally, the COUNTY or any agent, servant or employee thereof assumes no liability associated with the use of this data, and assumes no responsibility to maintain it in any manner or form.
4. PROVIDER agrees that all materials publicizing or resulting from GIS Data provided for by the Agreement shall contain an acknowledgement of the COUNTY’s assistance with said acknowledgement of support made through the use of the following or comparable footnote: “This activity was supported by the Baldwin County Commission.”
5. Digital data will be provided in ArcView shape files and \*.tif and \*.jpg image formats.
6. GIS data provided to PROVIDER are in Alabama State Plane West, NAD83, FIPZONE 0102. Vertical datasets are in the NAVD88 datum. Units are US Survey Feet.
7. PROVIDER agrees that if the project is terminated, then the “master” GIS dataset will be removed and destroyed. PROVIDER may continue to use any value added data that resides on its network that has been incorporated into their business applications after the termination of the agreement.
8. It is understood and agreed by the parties that all proprietary restrictions pertaining to the Digital GIS Data contained herein shall survive the termination of the Contract.