

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL 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 JADE Consulting, LLC., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting Thursday, November 6, 2025, the COUNTY authorized staff to solicit a Request for Qualifications (RFQ) for Engineering/Environmental Services for Park Improvements to Perdido Bay Park in Lillian, Alabama; 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: JADE Consulting, LLC.

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 Agreement 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:	JADE Consulting, LLC P.O. Box 1929 Fairhope, AL 36532	Physical Address: 208 N Greeno Rd, STE C Fairhope, AL 36532
COUNTY:	Baldwin County Commission c/o Chairman 312 Courthouse Square Suite 12 Bay Minette, AL 36507	

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified engineer. The general scope of work for the services shall include all the terms and Conditions of **“Request for Qualifications”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Qualifications for Engineering/Environmental Services for Park Improvements Perdido Bay Park in Lillian, Alabama for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, 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.

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.

This project is funded by the Gulf of Mexico Security Act of 2006 (GOMESA). Any contract made as a part of this grant shall be subject to the applicable sections of 2 CFR Part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR

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

F. Attachment F - Assurances, Terms, and Conditions for GOMESA Projects

G. Attachment G - Additional Terms Relating to Purchases with GOMESA Funds

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.

XIX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) 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.

XXI. Direct Expenses. Compensation to the PROVIDER for the work shall be paid per "**ATTACHMENT C**". Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXII. 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.

XXIII. 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 thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIV. 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 end/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXY. 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.

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

XXVII: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVIII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as "ATTACHMENT D" as if fully set forth.

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

COUNTY

ATTEST:

_____/_____
 JAMES E. (Jeb) Ball, Chairman /Date

_____/_____
 ROGER RENDLEMAN, County Administrator/Date

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the ____ day of _____, 2026.

 Notary Public
 My Commission Expires

PROVIDER:

JADE Consulting, LLC

[Signature] / 5/12/24

By TERRY C. JINRIGHT, III / Date

Its Managing Member

State of Alabama)

County of Baldwin

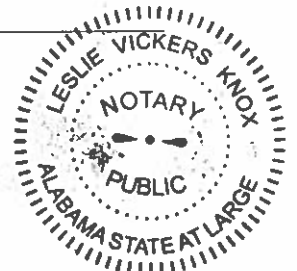
I, Leslie Vickers Knox, Notary Public in and for said County and State, hereby certify that Perry Clyde Jinright, III as Managing Member of JADE Consulting, LLC., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of JADE Consulting, LLC.

GIVEN under my hand and seal on this 12th day of May, 2026.

Leslie Vickers Knox

Notary Public, _____

My Commission Expires _____



My Commission Expires September 6, 2026

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

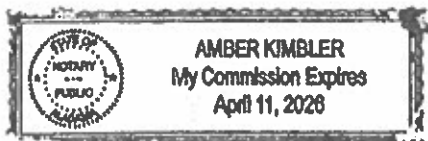
11/21/2025, 11/28/2025, 12/05/2025

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

x April M. Perry
April M. Perry, Legal Ad Representative

x Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026



Sworn and subscribed to on 12/05/2025.

BALDWIN COUNTY COMMISSION - LEGA
Acct#: 984131
Ad#: 364337
RFQ- Perdido Bay Park Improvements
Amount of Ad: \$928.73
Legal File# RFQ- Perdido Ba

Baldwin County Commission
Request for Qualifications (RFQ)
for Engineering/Environmental
Services for the Park
Improvements to Perdido Bay
Park in Lillian, Alabama

Overview:

The Baldwin County Commission, acting by and through the Highway Department, seeks qualifications from qualified engineering consultant firms for the design of the Park Improvements to Perdido Bay Park in Lillian, Alabama.

This Project's principal purpose is to improvements include ADA parking, sidewalks, pavilions, a new boardwalk, lighting, an overlook, and a viewing platform along the shoreline of Perdido Bay. This project will also address current erosion issues and prevent future degradation. Additionally, lighting enhancements will be incorporated into the project ensuring year-round safety and convenience for visitors.

The consultant chosen will assist in survey, environmental assessment, geotechnical analysis, environmental permitting, engineering design, landscape architect design, utility coordination, plan production, contract preparing, and 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 to confirm debarment/suspension status.

Any contract awarded must comply with the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) contracting requirements outlined in 2 CFR 200.321. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation.

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, 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 incorporating landscape architect, required renderings for presentations 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 services described above within 12 months after receiving the 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. Questions must be received no later than December 10, 2025, at 2:30 pm CST.

Qualifications should be sent to the address below on or before 2:30 pm CST December 17, 2025.

Wanda Gautney

HW24094.1PRECN.1CONTR SRV.1ADVERTISE

Cont. to Back

Baldwin County
Purchasing Department
Mrs. Wanda Gautney
Purchasing Director

Mailing Address:
312 Courthouse Square,
Suite 15
Bay Minette, AL 36507

Physical Address:
257 Händ Avenue
Bay Minette, AL 36507

Project Funding:

This project is funded by the Gulf of Mexico Security Act of 2006 (GOMESA). Any contract made as a part of this grant shall be subject to the applicable sections of 2 CFR Part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR § 590.101.

RFQ packages can be obtained from the website www.baldwincounty.al.gov or by contacting Wanda Gautney at (251) 580-2520 phone or (251) 580-2536 fax, or Jeannette Brown (251) 580-2567, 257 Händ Avenue, Annex III Building, Bay Minette, AL 36507.

November 21, 2024
December 5, 2025

2024-2025
Baldwin County, AL
November 21, 2024

"ATTACHMENT B"

COUNTY COMMISSION

BALDWIN COUNTY

312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507

(251) 937-0264

Fax (251) 580-2500

www.baldwincountyal.gov

MEMBERS

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



February 19, 2026

Jade Consulting, LLC
P.O. Box 1929
Fairhope, AL 36532
ATTN: Perry Clyde Jinright, III

REFERENCE: Request for Qualifications (RFQ) for Engineering/Environmental Services for Park Improvements to Perdido Bay Park in Lillian, Alabama, for the Baldwin County Commission

Dear Mr. Jinright:

The Baldwin County Commission during their regularly held meeting on February 19, 2026, *selected* your firm for the Engineering/Environmental Services for Park Improvements to Perdido Bay Park in Lillian, Alabama, 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,

JAMES E. BALL, Chairman
Baldwin County Commission

JEB:wg Item CE10

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

ATTACHMENT "C"



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

April 27, 2026

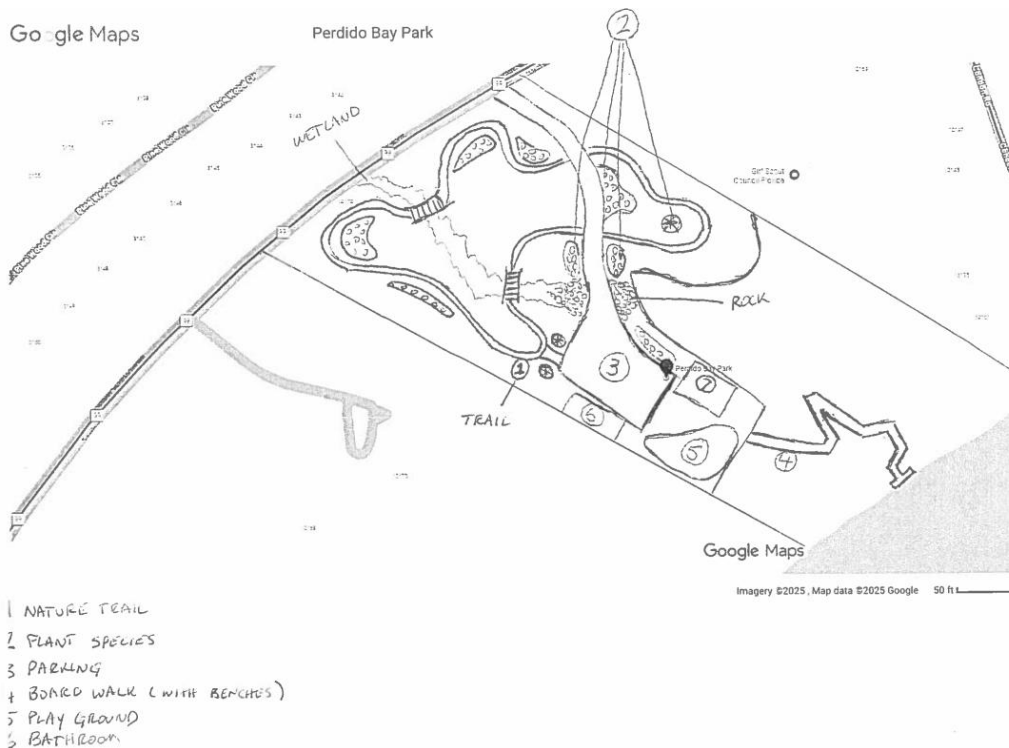
Baldwin County Highway Department
Mr. Seth Peterson, P.E.
P.O. Box 220
Silverhill, AL 36576

RE: Professional Services Scope of Work For:
Master Planning, Full Design and Permitting Efforts
Perdido Bay Park Approximately +/-9 acres
Parcel PIN 61626
12174 County Road 99
Lillian, Alabama

Dear Mr. Peterson:

Per your request, we greatly appreciate the opportunity to present the following scope of work and fee estimate for the required master planning efforts proposed for the enhancements to an existing bayfront park generally located in Lillian, Alabama. The respective professional services are to be provided by the JADE Consulting Team.

INITIAL PARK SKETCH PLAN



POST OFFICE BOX 1929 • FAIRHOPE, ALABAMA 36533

TELEPHONE (251) 928-3443

WWW.JADENGINEERS.COM

I. MASTER PLANNING EFFORTS

A. Boundary, Topographic, Hydrographic, and Significant Tree Survey

A Boundary Survey will be provided for the above-referenced property. The Boundary Survey will show all existing property lines and road right-of-way lines with bearings and dimensions. All property corner markers will be recovered or reset. A current legal description will be provided.

A Topographic Survey will be provided of the area outlined in blue on the attached site map. The Topographic Survey will show existing improvements including buildings, roadways, driveways, parking areas, fences, above ground utilities, below ground utilities as marked by others or as shown on as-built drawings provided by utility companies, storm drain inlets & pipe with size and invert elevations, sewer manholes and pipe with size and invert elevations; swales & drainage patterns, trees 18" dbh & larger including the sand oaks on the bluff, 1' contour lines and spot elevations.

We will utilize all of this information as the basis of the civil design of your proposed project.

SURVEY LIMITS



B. Pre-Design Information Analysis and Consultation/Conference

JADE Consulting, LLC will conduct field inventories of existing site conditions and the completed survey and wetland delineations. The purpose of these data collection activities is to formulate base maps and identify existing conditions with sufficient detail and accuracy to conduct the site analysis identified below. Specifically, the data collected will include:

- A. Identification of the geographic limits of the Planning Area
- B. Inventory of existing facilities, features, and development
- C. Completed topographic survey, CADD files
- D. Aerial Photography w/ USGS topography
- E. Wetlands information
- F. Utility Companies
- G. Character of neighboring property
- H. Current Zoning available

The purpose of these data collection activities is to identify assets, opportunities, constraints, liabilities, and other conditions, which will give form to land use relationships and development. These elements will be used to complete a site analysis assessing:

- A. Design/Planning Constraints
- B. Design/Planning Opportunities
- C. Assets/Liabilities
- D. Elements of Form and Context

The JADE Team will meet with the County Engineering Staff to review the goals and objectives and the possible options for this unique opportunity. We will confirm a mutual understanding of the project's development program

C. Design of Conceptual Master Plan

Using the updated survey, wetland delineation, and directives received during our pre-design conference as a point of departure, the JADE Team will provide a conceptual masterplan of the 9-acre park with descriptive annotation and keynotes featuring a complete layout of all program elements including but not limited to the following:

1. Day Use Areas- 3 ea. Picnic pavilions (1 ea. 20'x30' and 2 ea.12'x18'), 1 each prefab restroom facility, pirate themed playground, and nature walking trails w/ pedestrian simple span bridge.
2. Paved access drive and parking area with curbing and drainage improvements.
3. Approximately 600- 800 LF of timber boardwalk/ ADA compatible ramp that will switch back down to the shoreline of the bay. The boardwalk will include look out landings with benches are premiere viewing locations along the pathway's alignment down to the shoreline. NO improvements are included along the shoreline.
4. Context- sensitive landscape and irrigation design & other associated hardscape Improvements.
5. Design a complete site lighting package including the walking trail and boardwalk.

Following completion of scope items, A, B, and C the JADE Consulting Team will perform the following tasks to prepare the masterplan drawings:

1. Prepare base plan from all available site data. The final plan graphic will be at the maximum scale that fits on a 24" x 36" sheet. No detail scope areas at a smaller scale are proposed in this scope.
2. Perform due diligence for applicable agency requirements as it relates to client's desired product type and yield targets for its site.
3. Prepare initial site-related functional diagrams, which integrates site analysis findings with site opportunity ideas for initial solution consideration. These deliverables are sometimes referred to as bubble diagrams. Deliver to client for review, comment, and verification.
4. Prepare preliminary master plan of elements located per verified diagrams. Included will be proposed vertical elements, circulation networks, and significant open spaces. Deliver to client for review, comment, and verification.
5. Prepare two additional iterations of preliminary master plan based on client feedback and direction. Deliver to client for review, comment, and verification.
6. Finalize the Master Plan based on client feedback while adding additional detail at this point. Acceptance by the client of this master plan graphic as the final deliverable for this proposed work is the goal at this stage of the work.
 - a. Prepare a PDF file of a Master Plan, with descriptive legend. Email to client for use.
 - b. Prepare a cad file for distribution upon acceptance of Master Plan.
7. We will meet to review and discuss the project with members of the Baldwin County Commission and County Engineering Department. We anticipate topics may include, but not limited to, the design rationale, estimated construction costs, permitting requirements and the advantages and disadvantages of the proposed design concepts.

D. Opinion of Probable Construction Costs

JADE will assist the County Engineering Department in preparing a preliminary estimate of the probable costs to construct and develop the various improvements proposed within the approved master plan for the park. This initial projection will serve as a "thumbnail" projection to understand cost implications of the project. JADE will prepare a detailed list of the components, quantity measurements and with research on unit pricing for each item. The Opinion of Probable Costs for the park will be prepared in an Excel Spreadsheet format in order to facilitate estimating and updates.

II. CONSTRUCTION DOCUMENT PREPARATION

A. Design Development Drawings (30% plans)

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

design including: paving limits, drainage improvements, final placement of provided day-use parking spaces and respective limits, structural detailing, prefab restroom facility placement and mechanical requirements, initial boardwalk/ ramp alignment, lookout layout/ size, ancillary landscape planting and irrigation provisions, playground layout, initial site lighting schematic, material selections, construction techniques, estimated construction costs, aesthetics, functionality, permitting requirements, etc., prior to proceeding with final Construction Documents (CDs) and permit application submittals. This task Includes a pre-design meeting/site visit with Baldwin County Engineering Staff.

B. Construction Document Preparation (100% plans)

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

The teams licensed architect will provide professional design services required to prepare the necessary final design/bid documents for:

- Construction of 3 ea. Picnic pavilions (1 ea. 20'x30' and 2 ea.12'x18'). These structures will include limited power/lighting and will be open framed structures with standing seam metal roofs.
- Installation of (1) prefab toilet facility that requires us to design the foundation as per the manufacturer's specifications. Also provide MEP services for the connection of utilities. At this time, we anticipate the use of a grinder pump and low-pressure force main that will connect to a public system for sanitary sewer disposal.
- Design a complete site lighting package including the walking trail and boardwalk.

Our teams structural engineer will provide final design of the projects proposed 600-800 +/- liner foot of timber boardwalk/ ADA compatible ramp that will switch back down to the bay's shoreline.

Under this task, we will coordinate with our environmental specialist subconsultant for the project, Wetland Sciences Inc., and provide all required drawings necessary for a complete application to the necessary permitting agencies.

We will provide a landscape/irrigation design that is in accordance with the proposed landscape construction budget of \$70,000.00. The plan will detail the plantings that are to be used including the number, size, and the species of each planting. Our Landscape Architect will coordinate with you, prior to developing the plan, to discuss the budget and the type of plantings that are desired.

III. ENVIRONMENTAL PERMITTING EFFORTS

A. Wetland Jurisdictional

JADE Consulting, LLC in conjunction with its sub-consultants will provide a jurisdictional determination of all wetlands regulated under 33 CFR 320-330 (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual). This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, we will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report.

B. Nation Wide Permitting Efforts

Upon Review of the property's jurisdictional wetlands delineation, a determination will be made to if any of the proposed improvements require a wetland impact permit.

The following is a brief outline of the Corps process:

1. Prepare and submit the application.
2. Corps will review the application and may request additional information. Information typically required to complete an application may include but is not limited to the following:
 - a. Plan and profile drawings depicting the proposed activity
 - b. General description of the geology of the site
 - c. Description of project objectives

IV. GEOTECHNICAL ENGINEERING SERVICES

Please see enclosed proposal from GEOCON for required geotechnical efforts.

V. FEE SCHEDULE

I. Master Planning

a. Boundary, Topographic, Hydrographic, and Significant Tree Survey	\$17,550.00
b. Pre-Design Information Analysis and Consultation/Conference	\$ 3,800.00
c. Design of Conceptual Master Plan	\$ 11,500.00
d. <u>Opinion of Probable Construction Costs</u>	<u>\$ 1,500.00</u>
Master Planning Fee Total	\$ 34,350.00

II. Construction Document Preparation (Approx. Construction Budget \$2,400,000.00)

a. Design Development Drawings (30%)	\$ 45,195.00
b. <u>Construction Document Preparation (100%)</u>	<u>\$ 101,755.00</u>
Construction Document Preparation Fee Total	\$ 146,950.00

III. Environmental Permitting

a. Wetlands Delineation	\$ 1,625.00
b. <u>Nationwide Permitting Efforts</u>	<u>\$ 4,800.00</u>
Environmental Fee Total	\$ 6,425.00

VI. Geotechnical Engineering Services

GeoCon Proposal plus 15%	\$ 12,259.00
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TOTAL FEE \$199,984.00

Please provide us with any questions or comments you may have with the proposed Scope of Work.

We are truly excited to have this opportunity and look forward to working with the Baldwin County Commission through the successful completion of another project.

Respectfully,

JADE CONSULTING, LLC



Perry C. Jinright, III, P.E., LEED AP
Managing Member

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Enclosure
26.014a

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.

ATTACHMENT F
Required Assurances, Terms, and Conditions for GOMESA Projects

This project is funded by the Gulf of Mexico Security Act of 2006 (GOMESA). Any contract made as a part of this grant shall be subject to the applicable sections of 2 CFR Part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR § 5900.101. The Contract shall include provisions required by 2 CFR 200, Appendix II, as follows

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each

contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **(See attached Certification Regarding Lobbying)**

(K) See § 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid

Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT G
Additional Terms Relating to Purchases with GOMESA Funds

(A) Funding

This project may be funded whole or in part by the Gulf of Mexico Security Act of 2006 (GOMESA).

(B) 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, Thompson Engineering 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.

(C) Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification

subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Clean Air Act and Federal Water Pollution Control Act

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to ADCNR and the Regional Office of the Environmental Protection Agency.