

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 Goodwyn Mills Cawood, 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 Mullet Point Park in Fairhope, 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: Goodwyn Mills Cawood, 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:	Goodwyn Mills Cawood, LLC 2039 Main Street Daphne, AL 36526	Physical Address: 2039 Main Street Daphne, AL 36526
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COUNTY:	Baldwin County Commission James E. Ball 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 Park Improvements to Mullet Point Park in Fairhope, 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.

XXV. 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 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, James E. Ball, 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 _____, 2026.

Notary Public
My Commission Expires

PROVIDER:

Goodwyn Mills Cawood, LLC

[Signature] 15/7/26
By SCOTT HUTCHINSON / Date
Its VICE PRESIDENT

State of Alabama)

County of At Large

I, Barbara Legault Garner, Notary Public in and for said County and State, hereby certify that Scott Hutchinson as Vice-President of Goodwyn Mills Cawood, 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 Goodwyn Mills Cawood, LLC.

GIVEN under my hand and seal on this 7th day of May, 2026.

Barbara Legault Garner

Notary Public,
My Commission Expires

BARBARA LEGAULT GARNER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 12/10/29

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:

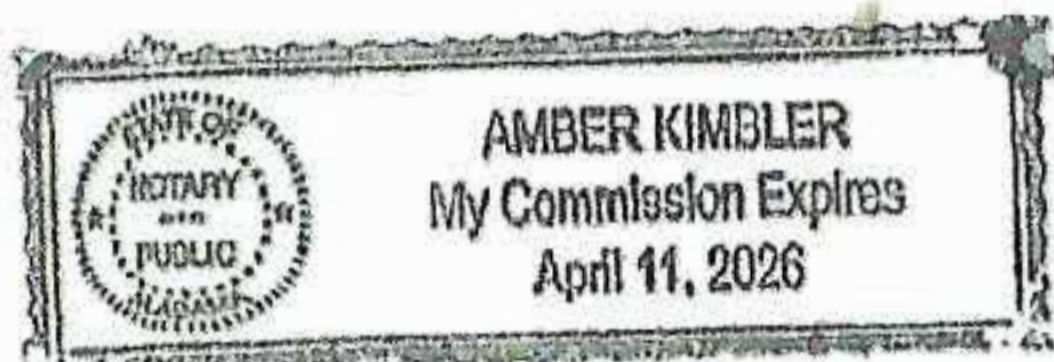
11/21/2025, 11/28/2025, 12/05/2025

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#: 364338

RFQ- Mullet Point Park

Amount of Ad: \$906.59

Legal File# RFQ- Mullet Poi

1/8/26
Wanda Gautney

Baldwin County Commission Request for Qualifications (RFQ) for Engineering/Environmental Services for the Park Improvements to Mullet Point Park in Fairhope, 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 for the Mullet Point Park in Fairhope, Alabama.

The Mullet Point Park Improvements Project's principal purpose is to remove the existing pavilion, add a new pavilion, improve ADA parking, resurface and restripe the loop access drive through the park, improve ADA access to picnic areas, and improve the restroom facility to allow citizens and visitors better use of the park area.

The consultant chosen will assist in survey, environmental assessment, geotechnical analysis, environmental permitting, engineering design, landscape architect design, utility coordination, plan production, contract preparation, 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 complete environmental findings and documentation for all permitting required for the project, if any
- Perform wetland delineations and impact information for County review and, subsequently, permit approval, if needed

- 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.
- 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 6 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 2:00 pm CST.

Qualifications should be sent to the address below on or before 2:00 pm CST December 17, 2025.

Baldwin County
Purchasing Department
Mrs. Wanda Gautney
Purchasing Director

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

Physical Address:
257 Hand Avenue
Bay Minette, AL 36507

Cont. to back

HW25007-4CONTRCN-4CONTR SRV-4ADVERTISE

RECEIVED
APR 11 2025
COUNTY OF BALDWIN

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 § 5900.101.

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

November 21-28;
December 5, 2025

ANDER KIDLER
My Commission Expires
April 11, 2025



"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

Goodwyn Mills Cawood, LLC
2039 Main Street
Daphne, AL 36526
ATTN: Scott Hutchinson

REFERENCE: Request for Qualifications (RFQ) for Engineering/Environmental Services for Park Improvements to Mullet Point Park in Fairhope, Alabama, for the Baldwin County Commission

Dear Mr. Hutchinson:

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 Mullet Point Park in Fairhope, Alabama, and authorized staff to enter negotiations with your firm.

Please contact Caleb Hacker, Baldwin County Parks and Recreation Director, at (251) 753-2667 to set up a meeting regarding this matter.

Sincerely,


JAMES E. BALL, Chairman
Baldwin County Commission

JEB:wg Item CE9

cc: Wanda Gautney, Purchasing Director
Mark Acreman, Assistant County Engineer
Seth Peterson, Pre-Construction Manager
Caleb Hacker, Parks and Recreation Director



ATTACHMENT C
PROPOSAL INCLUDING SCOPE OF WORK AND FEE SCHEDULE

Mullet Point Park Improvements Project
Fairhope, Alabama
May 7, 2026

The following scope of services and associated fees are based on preliminary discussions with the County, including an estimated construction cost of approximately \$4,500,000 and an anticipated construction duration of 12 months.

1. Surveying Services **\$22,500**

Survey services will be performed to support development of planning concepts and preparation of engineering design and construction documents.

1.1. Topographic Survey

Prepare a topographic survey of the project site within the limits shown on the attached map in accordance with the Standards of Practice for Surveying in the State of Alabama. The survey will establish project control and collect field data necessary to support site improvement design.

Survey information will include

- Four (4) geometric site control points
- Digital Terrain Model with one-foot contours and spot elevations
- Roadway access points for ingress/egress
- Stormwater drainage structures and invert elevations (where visible)
- Utilities identified through Alabama 811 locate markings and visible surface features
- Location of visible site improvements
- FEMA flood zone information
- Adjacent property and right-of-way lines

1.1.1. Deliverable

- Topographic survey map of the project site
- Digital Terrain Model (DTM) suitable for engineering design



1.2. Bathymetric Survey

Perform a bathymetric survey of the submerged terrain adjacent to the upland topographic survey area. Depth measurements will be collected along approximately eleven (11) transects oriented perpendicular to the shoreline and extending into Mobile Bay. Three transects will extend approximately 500 feet offshore near the existing boat ramp, with the remaining transects extending approximately 200 feet offshore at roughly 50-foot spacing.

Bathymetric data will be combined with the upland survey to develop a seamless Digital Terrain Model of the project area.

This task may be requested if the coastal assessment identifies the need for coastal infrastructure design, repair, or replacement.

1.2.1. Deliverable

- Bathymetric survey data
- Updated Digital Terrain Model integrating upland and submerged conditions
- Survey map depicting combined topographic and bathymetric conditions

1.3. Survey Schedule

Survey work will be scheduled within ten (10) business days following receipt of a signed contract and written Notice to Proceed. Deliverables are anticipated within thirty (30) business days from commencement of work, subject to site access, weather conditions, and other field constraints.

2. Master Planning Services \$5,000

2.1. Overall Site Plan Rendering

Planning services will support development of an overall site plan rendering illustrating the selected park improvements. The rendering will be coordinated with Baldwin County and will reflect the proposed civil, coastal, landscape, and park feature improvements selected for inclusion in the project.

2.1.1. Deliverable

- Coordination with Baldwin County regarding selected park features
- Coordination with civil, coastal, and landscape design elements
- Preparation of an overall site plan rendering showing the general configuration of proposed improvements
- Incorporation of selected park amenities, circulation, parking, shoreline improvements, and landscape areas
- Overall site plan rendering
- Project cost estimate for selected park improvements

3. Coastal Engineering Services \$180,000

GMC's coastal engineering team will provide design and permitting services for proposed shoreline and waterfront improvements at Mullet Point Park. The work is anticipated to include replacement of the existing shoreline armoring system, replacement of the boat ramp along with nearshore improvement to enhance its usability, design of a pocket beach/living shoreline area, and replacement or reconfiguration of the boat ramp mooring pier.

Coastal design and permitting services are based on the current project understanding and anticipated replacement or reconfiguration of shoreline and waterfront infrastructure. Final scope requirements may be refined based on County direction, regulatory agency feedback, field conditions, and the selected preferred configuration.

3.1. Site Characterization

GMC will evaluate existing shoreline, waterfront, and nearshore conditions to support coastal design and permitting. This task may include review of shoreline conditions, tides, waves, currents, sea level rise, sediment transport, historical shoreline change, submerged aquatic vegetation, survey data, geotechnical information, and available cultural resource information.

As part of this task, GMC will review available cultural resources documentation applicable to the shoreline and waterfront improvement area to identify whether additional cultural resource coordination or investigation may be required to support permitting.

3.1.1. *Deliverable*

- Technical memorandum summarizing site conditions, design water level and wave conditions, shoreline trends, sediment transport considerations, and anticipated future water levels

Assumptions

- *Data assessment/collection focused in areas defined by project boundaries*
- *Cultural resources review under this task is limited to review of available existing documentation applicable to the shoreline and waterfront improvement area. Additional cultural resource surveys or investigations, if required, are not included in this scope.*

3.2. Project Coordination and Conceptual Coastal Design

GMC will provide project coordination throughout the coastal design and permitting process, including coordination with Baldwin County, internal project team coordination, and progress reporting.

GMC will develop conceptual coastal design layouts for the proposed shoreline and waterfront improvements. Based on preliminary discussions with the County, concepts may include replacement of the existing shoreline armoring, boat ramp replacement or reconfiguration, pocket beach/living shoreline improvements, wave attenuation features, and replacement or reconfiguration of the mooring pier.

During this phase, GMC's Coastal Engineering team will coordinate with Baldwin County and GMC's Civil, Geotechnical, Survey, Landscape Architecture, Environmental, and Planning teams to evaluate how the proposed coastal structures interface with the overall park layout. This coordination will focus on efficient use of space, circulation, constructability, environmental constraints, shoreline function, and how the coastal improvements support the broader reconstruction and revitalization of Mullet Point Park.

GMC will review the conceptual coastal design layout with the County to assist in selecting the preferred configuration for advancement into design.

3.2.1. *Deliverable*

- Project coordination and progress updates
- Conceptual coastal design layout
- Conceptual graphics or renderings
- Rough order of magnitude opinion of probable cost for coastal improvements

3.3. Coastal Engineering Design

Following selection of the preferred conceptual configuration, GMC will advance the coastal improvements through progressive engineering design phases. Design services will include

development of plans, sections, profiles, details, quantities, and opinions of probable construction cost necessary to support permitting, bidding, and construction of the proposed shoreline and waterfront improvements.

Design may include replacement of the existing shoreline armoring system, replacement or reconfiguration of the boat ramp, pocket beach/living shoreline improvements, wave attenuation features to improve boat ramp usability, and replacement or reconfiguration of the mooring pier.

GMC will evaluate existing and proposed coastal conditions, including water levels, wave climate, currents, sediment transport, shoreline performance, erosion potential, and potential impacts to adjacent shoreline areas. Coastal modeling and performance assessments may be performed to evaluate the proposed improvements under typical and design event conditions and to confirm that the improvements are resilient, constructible, and compatible with adjacent shoreline conditions.

Design documents will be advanced through 30%, 60%, and 90% design milestones. The 30% design phase will establish the initial engineering layout, representative sections, preliminary quantities, and initial opinion of probable construction cost. The 60% design phase will further refine the design geometry, materials, profiles, cross-sections, details, quantities, and cost estimate to support regulatory coordination and permitting. The 90% design phase will incorporate County and regulatory feedback and advance the plans to a level suitable for preparation of final bid documents.

GMC will perform internal quality assurance and quality control reviews throughout the design process to verify design assumptions, plan content, quantities, and cost opinions

3.3.1. Deliverable

- Coastal modeling memorandum
- Project performance assessment memorandum
- 30% design plan set and opinion of probable construction cost
- 60% design plan set and updated opinion of probable construction cost
- 90% design plan set and updated opinion of probable construction cost

Assumptions

- *One preferred conceptual configuration will be advanced through engineering design.*
- *Design will rely on survey, bathymetric, geotechnical, environmental, and site characterization information obtained for the project.*
- *Opinions of probable construction cost will be based on the level of design completed at each milestone and available unit cost information at the time of preparation.*
- *Regulatory feedback may require revisions to the design, supporting calculations, or permit-related plan materials.*
- *Final bid documents will be prepared after County review comments and applicable regulatory comments are addressed.*

3.4. Regulatory Consultation and Permitting

GMC will provide regulatory consultation and permitting support for the proposed shoreline and waterfront improvements. This task may include preparation of pre-application meeting materials, coordination with applicable regulatory agencies, participation in one pre-application meeting with agencies such as USACE, ADEM, and ADCNR, and preparation of a meeting summary identifying agency comments and action items.

GMC will prepare and submit required permit application packages for the proposed shoreline infrastructure improvements and assist with responses to agency requests for additional information and public or agency comments, as appropriate.

3.4.1. Deliverable

- Pre-application meeting materials
- Pre-application meeting summary and action items
- Permit application package(s)
- Responses to agency requests for additional information, as applicable

4. Environmental Services \$21,000

GMC will perform preliminary environmental due diligence to identify environmental constraints and potential permitting requirements associated with proposed improvements at Mullet Point Park. The review will evaluate aquatic resources, threatened and endangered species habitat, cultural resource probability, and construction stormwater permitting requirements. Please note, Environmental services described below are intended to support preliminary planning and permitting for the project. Additional studies, agency coordination, or mitigation requirements—if needed—may be addressed under a separate scope of services.

4.1. Aquatic Resources Delineation

GMC will perform an aquatic resources delineation within the project area to identify potential wetlands and jurisdictional waters. The delineation will be conducted by a Professional Wetland Scientist in accordance with the 2010 Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual (Atlantic and Gulf Coastal Plain Region).

Wetland boundaries will be identified based on vegetation, hydrology, and soils. Any streams observed on site will be preliminarily classified as ephemeral, intermittent, or perennial.

4.1.1. Deliverable

- Aquatic resources delineation map and summary report identifying wetlands and streams

4.2. Threatened and Endangered Species Habitat Assessment

GMC will conduct a review of threatened and endangered species listed for the project area by the U.S. Fish and Wildlife Service (USFWS) and perform a site visit to evaluate whether suitable habitat for listed species exists within the project area.

If habitat for listed species is identified, additional species-specific surveys may be recommended to support future permitting efforts.

4.2.1. Deliverable

- Threatened and endangered species habitat assessment memorandum

4.3. Cultural Resources Desktop Review

GMC will subcontract a qualified archaeologist to perform a desktop cultural resources review to evaluate the potential for historical or archaeological resources within the project area. If warranted, additional archaeological investigations may be recommended to support future permitting or federal funding requirements.

4.3.1. Deliverable

- Cultural resources desktop review memorandum

4.4. NPDES Permitting and Compliance

GMC will assist the Owner in obtaining coverage under the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Construction General Permit for construction stormwater discharges, if required.

Services will include preparation of the Notice of Intent (NOI), development of a Construction Best Management Practices Plan (CBMPP), and completion of required stormwater inspections during construction. Upon project completion and site stabilization, GMC will prepare and submit the Notice of Termination (NOT).

4.4.1. Deliverable

- Notice of Intent (NOI) application
- Construction Best Management Practices Plan (CBMPP)
- Required construction stormwater inspections
- Notice of Termination (NOT)

4.4.2 NPDES Schedule

Please note that if the construction period exceeds 12 months (24 inspections), additional inspection fees of \$350 per inspection will apply. If the coverage of this permit needs to be transferred or modified after the issuance of the NPDES permit, a GMC administrative fee of \$800 and an ADEM modification fee of \$800 will be required, payable by the Permittee or Responsible Official (RO).

5. Geotechnical Engineering Services

\$16,000

GMC will perform a geotechnical exploration to evaluate subsurface soil conditions within the project area and provide engineering recommendations to support design of proposed park improvements, including pavements, site structures, and other infrastructure.

5.1. Field Exploration

GMC will perform subsurface exploration consisting of up to ten (10) soil test borings across the project site. Borings will be advanced to depths of approximately 10 to 30 feet below existing grade depending on subsurface conditions encountered. Standard penetration testing and split-spoon sampling will be conducted at regular intervals to characterize subsurface soils.

Groundwater conditions will be observed at the time of drilling. Boring locations will be coordinated with underground utility locate services prior to drilling.



5.2. Laboratory Testing

Selected soil samples obtained during the field exploration will be retained for laboratory testing to evaluate soil properties relevant to design. Laboratory testing may include grain size analysis, Atterberg limits, and natural moisture content determinations.

5.3. Geotechnical Engineering Evaluation and Report

GMC will evaluate field and laboratory data to characterize subsurface conditions and prepare a geotechnical engineering report providing recommendations for site preparation, foundation design, pavement design, and groundwater considerations.

5.3.1. *Deliverable*

- Geotechnical Engineering Report including boring logs, subsurface profiles, and engineering recommendations

5.4. Schedule

Alabama state law requires a 3-day notice for underground utilities to be located prior to field exploration. GMC can begin fieldwork within 3 weeks of receiving authorization, weather dependent. We anticipate the boring layout and field exploration to take up to 3 days. We will provide a written report within 4 weeks upon the completion of drilling. Preliminary design information can be provided if needed as it becomes available.

6. Civil Engineering Services **\$150,000**

Civil engineering services will support development of the park improvements selected by the County, preparation of construction documents, and overall project management. Civil design will be coordinated with the selected coastal structure configuration, as the final layout of park features will be influenced by the location and configuration of shoreline improvements, the boat ramp, mooring pier, and pocket beach/living shoreline.

6.1. Conceptual Civil Design

GMC will provide conceptual civil engineering input during the planning process to evaluate site feasibility and infrastructure needs associated with proposed park improvements.

Services may include:

- Review of existing site conditions and available survey data
- Preliminary evaluation of grading and drainage considerations
- Identification of potential stormwater management strategies
- Coordination with coastal engineering concepts

6.1.1. *Deliverable*

- Conceptual civil engineering input supporting development of the overall site plan and site rendering
- Opinion of Probable cost

6.2. Civil Design

Following approval of the selected park features and preferred coastal configuration, GMC will prepare civil engineering plans to support development of construction documents for park improvements.

Civil design services may include:

- Site layout, parking, and circulation improvements
- Pedestrian access and ADA routes
- Coordination of upland park features with proposed coastal improvements
- Grading and drainage design
- Stormwater management strategies
- Utility coordination and adjustments
- Erosion and sediment control plans
- Civil details and technical specifications

6.2.1. Deliverable

- 100% Civil Engineering Construction Plans
- Project Cost Estimate

7. Landscape Architecture Services \$7,000

Landscape architecture services will include preparation of a native planting plan for the selected park improvements. Planting design will be coordinated with Baldwin County and the County Parks Director and will consider site conditions, long-term maintenance, compatibility with proposed civil and coastal improvements, and the overall site plan rendering.

7.1. Native Planting Plan

Planting design will be coordinated with the proposed civil and coastal improvements to ensure plant selections and planting areas are compatible with site grading, pedestrian circulation, drainage, shoreline improvements, and long-term park maintenance.

7.1.1. Deliverable

- Native planting plan
- Plant schedule
- Project cost estimate for landscape improvement

8. Bidding Support Services \$6,000

GMC will support Baldwin County as needed throughout the bidding process. Anticipated services include:

- Respond to RFIs
- Issue Addenda

The Lump Sum fee is based off one project bid package. If multiple bid packages are needed due to phasing, each subsequent bid package will be an additional **\$2,500**.

Fee Schedule Summary

TASK	TYPE	FEE ALLOCATION
1. Surveying Services	Lump Sum	\$22,500
2. Master Planning Services	Lump Sum	\$5,000
3. Coastal Engineering Services	Lump Sum	\$180,000
4. Environmental Services	Lump Sum	\$21,000
5. Geotechnical Engineering Services	Lump Sum	\$16,000
6. Civil Engineering Services	Lump Sum	\$150,000
7. Landscape Architecture Services	Lump Sum	\$7,000
8. Bidding Support Services	Lump Sum	\$6,000
Total Services Fees		\$407,500

The attached Rate Schedule is considered part of this contract for Professional Services.



**2026
Standard Rate and Fee Schedule**

Standard Hourly Rates

Executive Vice President	\$ 310.00
Senior Vice President	\$ 290.00
Vice President	\$ 270.00
Senior Professional (Architect, Engineer, Regional Technical Leader, Surveyor, Interior Design, Scientist, Planner, Manager)	\$ 260.00
Professional III (Architect, Engineer, Design Manager, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 240.00
Professional II (Architect, Engineer, State Technical Leader, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 220.00
Professional I (Architect, Engineer, Design Coordinator, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 200.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 165.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 150.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 120.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 165.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 150.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 125.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 100.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 125.00
Administrative Assistant II	\$ 100.00
Administrative Assistant I	\$ 80.00
Field Survey:	
Survey Crew (four-man survey crew)	\$ 385.00
Survey Crew (three-man survey crew)	\$ 305.00
Survey Crew (two-man survey crew)	\$ 225.00
Field Tech III	\$ 125.00
Field Tech II	\$ 100.00
Field Tech I	\$ 80.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.725 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

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.