

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 Thompson Engineering, Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on February 18, 2025, the COUNTY authorized staff to solicit a Request for Qualifications (RFQs) for Engineering/Environmental Services for the Dirt Road Paving Project – Bruhn Rd from County Road 87 To Breman Rd; and

Whereas, the PROVIDER responded to the Request for Qualifications for Engineering and Environmental services and was chosen by the COUNTY to provide needed services in accordance with the Request for Qualifications and Response.

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: Thompson Engineering, Inc.
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of the 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: Thompson Engineering, Inc.
7101 US Hwy 90
Daphne, AL 36526

Physical Address:
7101 US Hwy 90
Daphne, AL 36526

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 Contractor. 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 Proposals for Engineering/Environmental Services for the Dirt Road Paving Project – Bruhn Rd from County Road 87 To Breman Rd 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 § 5900.101.

- XVII. Attachments: The exhibits and/or attachments listed below are specially 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 – Required 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 attachments 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. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement 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 for thirty-six (36) months and commence immediately upon the same date as full execution, and same shall terminate immediately 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 on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- 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, 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 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 worker's 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:

MATTHEW P. MCKENZIE/ Date
Chairman

ROGER H. RENDLEMAN/ Date
County Administrator

State of Alabama)

County of Baldwin)

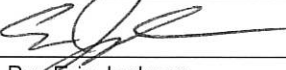
I, _____ Notary Public in and for said County, in said State, hereby certify that, Matthew P. McKenzie, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction 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 official seal, this the _____ day of _____, 2025.

Notary Public
My Commission Expires

PROVIDER:

Thompson Engineering, Inc.


By Eric Jackson /Date 4-10-2025
Its Senior Engineer

State of Alabama)

County of Baldwin)

I, Renee Chang Eberly Notary Public in and for said County and State, hereby certify that Eric Jackson as Senior Engineer of Thompson Engineering, Inc. whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Thompson Engineering, Inc.

GIVEN under my hand and seal on this the 10th day of April 2025.



Notary Public
My Commission Expires

Renee Chang Eberly
Notary Public, Alabama State At Large
My Commission Expires 5-24-2025

Baldwin County Commission

Request for Qualifications (RFQ) for Engineering/Environmental Services for the Dirt Road Paving Project – Bruhn Road from County Road 87 to Breman Road

Overview:

The Baldwin County Commission, acting by and through the Highway Department, seeks qualifications from qualified engineering consultant firms for the design of the roadway improvements for the Dirt Road Paving Project – Bruhn Road from County Road 87 to Breman Road.

The Dirt Road Paving Project's principal purpose is to pave this corridor to improve safety, increase capacity, support economic growth, and is critical to quickly and safely allow citizens and visitors to evacuate when needed.

The consultant chosen will assist in survey, environmental assessment, geotechnical analysis, environmental permitting, design, utility coordination, plan production, contract preparing, bidding, and construction inspection services (if needed) 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, right-of-way mapping, and plan preparation.
- Provide complete environmental findings and documentation for all permitting required for the project.
- Perform wetland delineations and impact information for County review and, subsequently, permit approval.
- Provide utility coordination of existing and proposed relocations during the design process.
- Provide a complete geotechnical analysis of existing and proposed requirements.
- Provide design services and prepare construction plans in accordance with the ALDOT Roadway Plans Preparation Manual.
- Assist with bidding of the project.

- Prepare contracts for proposed contractors.
- Provide detailed and timely schedules throughout the approved contract time-period.
- Provide advice, counsel, and make recommendations on miscellaneous projects and information that could have an impact on the proposed project.
- Provide any additional information the County may need in relation to the project.
- Provide one contact person to coordinate project information.

Period of Performance:

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

1. Project design, permitting, and bidding (+/- 12 months after notice to proceed)

Submittal of Qualifications:

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

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at wgautney@baldwincountyal.gov. Questions must be received no later than January 8th, 2025, at 2:00 pm CDT.

Qualifications should be sent to the address below on or before 2:00 pm CDT January 15th, 2025.

Baldwin County Purchasing Department
Mrs. Wanda Gautney
Purchasing Director

Mailing Address:
312 Courthouse Square
Bay Minette, AL. 36507

Physical Address:
257 Hand Avenue
Bay Minette, AL 36507

Selection Process and Evaluation Criteria:

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

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

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

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

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

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

Qualifications will be scored as follows:

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

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.

Qualifications are being requested in accordance with 2 CFR 200.320 (d) (5), as issued by the Office of Management and Budget. The firm that is selected will be notified and a contract negotiated. The contract will be for a period coinciding with the completion and closeout of the project for which services are being requested. The contract will 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.

Warranties:

By responding to this RFQ, firms/individuals submitting proposals warrant and represent the following:

1. The firm/individual does not have a judgment lien against the property for a debt to the United States.

Equal Opportunity Business Development:

Non-Discrimination. The Baldwin County Commission does not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms. Minority and/or Women Businesses are encouraged to respond to this request. Baldwin County Commission takes all necessary affirmative steps, as set forth in 2 C.F.R. 200.321(b) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Should a contract be awarded, the prime contractor must take all necessary affirmative steps to assure the minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps **MUST** include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Equal Employment Opportunity is an Equal Opportunity Employer. Minority firms and women business enterprises are encouraged to submit proposals.

Open Trade. By submitting a Statement, the Respondent represents that he/she and the business entity he/she represents is not currently engaged in the boycott of a person or entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.

Indemnification:

The firm shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder resulting from any negligent act or omission by the Engineer. The Engineer shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this agreement.

Insurance:

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

Comprehensive General Liability Policy
Comprehensive Liability Insurance covering all owned and non-owned Automobiles
Worker's Compensation Insurance as required by law.

Bidder Qualifications

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

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

Termination of Services

The COUNTY may terminate this Contract, with or without cause or reason by giving written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice. In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

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

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

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

(b) Affirmative steps must include:

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

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

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

Prior to contract execution, the prime contractor must submit:

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

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

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

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

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

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time.

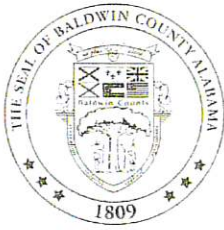
- A listing of certified MBE and WBE firms from whom quotes, or proposals were received, if any, who were not awarded subcontracts.

- Evidence that each Non-MBE/WBE subcontractor selected for the scope of work, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work was the same for both the MBE/WBE and Non-MBE/WBE.

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

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

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



COUNTY COMMISSION

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

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

February 18, 2025

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

REFERENCE: Request for Qualifications (RFQ) for Engineering/Environmental Services for Dirt Road Paving Project – Bruhn Road from County Road 87 to Breman Road for the Baldwin County Commission

Dear Mr. Weber:

The Baldwin County Commission during their regularly held meeting on February 18, 2025, **selected** your firm for the Engineering/Environmental Services for the Dirt Road Paving Project – Bruhn Road from County Road 87 to Breman Road and authorized staff to enter negotiations with your firm.

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

Sincerely,

MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM:wg Item CE13

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



April 1, 2025

Mark Acreman, P.E., Assistant County Engineer

Baldwin County Highway Department

PO Box 220

Silverhill, Alabama 36576

RE: Revised Proposal for Professional Engineering and Environmental Services
Dirt Road Paving Project – Bruhn Road from County Road 87 to Breman Road
Thompson Proposal No. 25-4110-0029

Thank you for selecting Thompson Engineering, Inc. (Thompson) to provide the engineering and environmental services required to complete the Dirt Road Paving Project – Bruhn Road from County Road 87 to Breman Road! We look forward to working with the County to improve Bruhn Road and have prepared the following proposal based on our understanding of the project objectives.

This proposal is based on our design scoping meeting held on February 28, 2025, and includes preliminary engineering, permitting, final design, and construction bidding assistance for new two-lane roadway improvements along Bruhn Road from County Road 87 to Breman Road. A proposal for construction administration will be provided at a later date, if requested by the County. Thompson is pleased to submit this proposal along with our understanding of the project, proposed scope and fee, and our request for authorization to proceed.

Project Understanding

The Baldwin County Highway Department (Highway Department) is planning a grade, drain, base, and pave project to improve the unpaved portion of Bruhn Road from County Road 87 to Breman Road in Elberta, Alabama. The total project length is approximately 1.0 miles. No intersection improvements are proposed at either end of the project with this proposal. It is also our understanding that the County wishes to expand the existing right-of-way from 40' to 80', with the expansion occurring along the north ROW line. The existing roadway centerline will be relocated approximately 20' feet north.



Figure 1: Project Location

Scope of Work

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

Task 1: Topographic Survey

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

- Topographic survey of Bruhn Road between CR-87 and Breman Road and extending approximately 105' north and 25' south of the existing centerline of Bruhn Road.
- Topographic Survey will also include approximately 300' of County Road 87 and 300' of Breman Road being 150' north and 150' south of the existing centerline of Bruhn Road.
- Cross sections will be taken at approximately 50' intervals for the length of the project.
- Full topographic survey will include all break lines, pipes, driveways, pavement, stripes, markings, right-of-way, property lines, and property owner information.
- Right-of-way will be plotted according to evidence found and located in the field.
- All above ground visible utilities will be located within the limits and all underground utilities marked by others will be surveyed and shown. A call will be made to Alabama 811 for underground utility locations.
- Trees 12 inches and larger will be located lying within the survey limits.

DELIVERABLES

- Electronic copies of survey data

EXCLUSIONS

- Subsurface utility investigations

Task 2: Geotechnical Engineering Services

Thompson will provide geotechnical engineering services to support the roadway design elements for the project.

Based on our understanding of the project needs, geotechnical deliverables will consist of the following:

- Mobilize subsurface drilling equipment to perform a total of nineteen (19) standard penetration test (SPT) borings to a depth of 10 feet below existing site grades. Groundwater depth for all boreholes will be recorded when encountered. Boreholes will be grouted to grade upon completion of the sampling.
- Classify and stratify the various subsurface soil strata encountered in the soil borings and prepare records of test borings to summarize the data collected.
- Conduct a limited laboratory testing program of recovered soil samples obtained from select soil test borings. The laboratory testing may include gradation distribution and Atterberg Limits tests. The type and quantity of tests will be selected by the Geotechnical Engineer following visual examination of all the recovered soil specimens.
- In the lack of traffic data, pavement recommendations will be based on Baldwin County standards.

DELIVERABLES

- Materials Report summarizing the field exploration, laboratory testing, engineering evaluations, technical discussions, and engineering recommendations for pavement design and site preparation.

Task 3: Environmental Services

Thompson will provide environmental services to include wetland delineation, threatened and endangered species survey, US Army Corps of Engineers Section 404 Permitting, and NPDES Permitting.

3.1 – Wetland Delineation, Threatened and Endangered Species Survey, and Nationwide Permitting

Thompson Engineering will perform a wetland delineation needed for Section 404 permitting. The wetland delineation will include a desktop review of available aerial photography, and available topographic information. Thompson will determine and flag the boundaries of any wetlands within the project construction limits. This will involve an evaluation of soils in relatively undisturbed areas to identify the presence/absence of hydrophytic vegetation, hydric soils, or wetland hydrology. The wetland boundary flags will be located using sub-meter GPS technology to produce shape files of the wetland areas. Thompson will also identify and classify any streams and other Waters of the U.S. within the project construction limits.

The presence of jurisdictional wetlands or streams will require Section 404 permitting before construction can begin. Based on preliminary site visits, we do not anticipate the presence of streams. However, we do anticipate the presence of wetlands. The total acreage of wetlands is not expected to exceed ½ acre, but the actual impact will be dependent on the final design.

If impacts are determined to be ½ acre or less allowed under the threshold for Nationwide Permit 14 coverage for Linear Transportation Projects, Thompson will prepare documentation needed to submit Pre-Construction Notification, respond to agency questions, and coordinate requests for additional information to obtain NWP coverage.

In addition to the wetland delineation, Thompson will complete a threatened and endangered species survey. To complete this survey, a review of threatened/endangered/candidate species and critical habit data from the USFWS IPaC Website will be downloaded and reviewed. A field survey for listed species based on the data review will then be conducted. Locations of any listed species identified during the field surveys will be marked with flagging and will be recorded using a sub-meter GPS.

NOTE: If wetland impacts exceed ½ acre, or it is determined that the project impacts a perennial stream, additional services and compensation will be required to prepare and submit a Joint Federal and State Application needed to permit the project through the US Army Corps of Engineers and the Alabama Department of Environmental Management.

DELIVERABLES

- Final Reports
 - Report summarizing the survey procedures, results, representative wetland and upland delineation forms, any observations of listed species, figures, and photograph log
- GIS Shapefiles
- Documentation needed for Pre-Construction Notification for Nationwide Permit coverage, if allowed by total impacts

EXCLUSIONS

- The cost for completion and submittal of the permit application does not include any permit fees.
- Cultural Resources Survey
- Phase I Environmental Site Assessment

3.2 – NPDES Permitting

Thompson will provide NPDES Construction Stormwater Permitting services during design. Services covered under this scope of work include:

- The required Notice of Intent (NOI) will be completed by a Qualified Credentialed Professional (QCP) and submitted to ADEM.
- Development and preparation of a comprehensive Construction Best Management Practices Plan (CBMPP) by a QCP.

EXCLUSIONS

- The cost for completion and submittal of the NOI does not include the ADEM permit fee of \$1,385.

Task 4: Roadway Plans

Thompson will perform roadway and drainage design and will prepare plans in general accordance with the ALDOT Guide for Developing Construction Plans and the ALDOT Roadway Plans Preparation Manual, unless otherwise noted herein. Roadway design criteria will be based on AASHTO's 2018 Policy on Geometric Design of Highways and Streets, the Baldwin County Design Standards for New Road Construction, and geotechnical recommendations for the site. Thompson will also coordinate with utilities to ensure that all potential conflicts are identified and addressed.

The roadway plans will include the following:

- Title Sheet
- Index Sheets
- Plans Legend
- Geometric Layout Sheets
- General Notes Sheets
- Typical Sections and Special Project Details
- Quantity Sheets
- Plan and Profile Sheets
- Paving Layout Sheets
- Signing and Striping Sheets

- Drainage Sections
- Erosion Control Plans
- Traffic Control Plans
- Cross Sections

We will prepare and submit plans for a Plan-In-Hand (PIH) inspection and on-site review of the proposed project with the County. Comments from the PIH inspection will be addressed and included in a Plans, Specifications and Estimate (PS&E) design submittal for review by the County. If approved by the County, the PIH and PS&E submittal may be combined into one submittal. PS&E review comments will be addressed and final plans issued to the County for construction. Engineer's cost estimates will be prepared at each submittal.

EXCLUSIONS: This scope of work does not include any utility relocation design or plans. Additionally, no traffic studies or intersection improvements beyond a typical two-lane section with stop-controlled intersections are included in this proposal.

Task 5: Bidding Assistance

The County will develop their own contract documents and specifications for the project and will advertise it for letting. During the bid period and up to the notice of award to the successful bidder, Thompson shall provide the following services:

- Prepare project special provisions and supplemental specifications.
- Assist the County in responding to requests for information from prospective bidders and preparing/distributing addenda as necessary.
- Attend the pre-bid meeting and bid opening.

Summary of Cost & Professional Services Fees

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

Professional Services:	Fee:
Task 1 - Topographic Survey	\$ 36,000.00
Task 2 - Geotechnical Engineering Services	\$ 21,100.00
Task 3 - Environmental Services	
Task 3.1 - Wetland and Endangered Species Survey and Nationwide Permit	\$ 9,500.00
Task 3.2 - NPDES Permitting	\$ 5,000.00
Task 4 - Roadway Plans	\$ 122,500.00
Task 5 - Bidding Assistance	\$ 3,900.00
PROFESSIONAL SERVICES TOTAL =	\$ 198,000.00

Schedule

Services to perform topographic, wetland and environmental surveys shall commence immediately upon receipt of notice to proceed and are expected to be completed within 45 days. Schedule for the design and permitting will be coordinated with the County.

Closure

Thompson Engineering appreciates this opportunity to submit our proposal for professional services. We are looking forward to working with the County to improve Bruhn Road and are excited to get started soon!

If you have any questions or need additional clarification, please let us know.

Sincerely,

THOMPSON ENGINEERING, INC.



Eric Jackson, PE
Senior Engineer



Charles Weber, PE
Senior Project Manager/Team Leader – Baldwin

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

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.