

COUNTY COMMISSION

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

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

August 17, 2021

Design Workshop, Inc.
301 N. West Street, Suite 109
Raleigh, NC 27603
ATTN: Glenn Walters

REFERENCE: Request for Proposals for the Development of a Master Plan for the Baldwin County Commission

Dear Mr. Walters:

The Baldwin County Commission during their regularly held meeting on August 17, 2021, **awarded** your firm the Request for Proposals for the Development of a Master Plan for the Baldwin County Commission in the amount of **\$148,200.00** and authorized the Chairman to execute the Contract. The Contract will be effective for twelve (12) months from the date of full execution.

Please find attached your executed copy of the Contract. Your contact person for this project will be Matthew Brown, Baldwin County Planning & Zoning Director, at (251) 421-0423.

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

Sincerely,

JAMES E. BALL, Vice Chairman
Baldwin County Commission

JB:wg Item #BE6

Attachment

cc: Wanda Gautney, Purchasing Director
Matthew Brown, Planning & Zoning Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR **PROFESSIONAL SERVICES** (this "Contract" and/or this "Agreement") is made and entered into between the COUNTY OF BALDWIN (hereinafter referred to as the "COUNTY") acting by and through its governing body, the BALDWIN COUNTY COMMISSION, and DESIGN WORKSHOP, INC., (hereinafter, "PROVIDER").

Whereas, at its regular held meeting on Tuesday, April 6, 2021, the COUNTY authorized staff to solicit a Request for Proposals (RFP) for Development of a Master Plan for the Baldwin County Commission; and

Whereas, the PROVIDER responded to the RFP and was chosen by the COUNTY to provide needed services in accordance with the RFP and its Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and any other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

1. Definitions. The following terms shall have the following meanings:
 - a. COUNTY: Baldwin County, Alabama
 - b. COMMISSION: Baldwin County Commission
 - c. PROVIDER: Design Workshop, Inc.

2. 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.

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

4. 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.

5. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **consultant**. The general scope of work for the services shall include all the terms, conditions, and specifications contained in certain "Request for Proposals for the

Development of a Master Plan for the Baldwin County Commission” and the attachments hereto, the same being expressly incorporated herein by reference, and further include, without limitation, the following:

- A. PROVIDER shall maintain ongoing communications with the COUNTY regarding this service, including updates, emails and etc. as requested by the COUNTY. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.
 - C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.
6. 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 – Contract Provisions
 - B. Attachment B – Client Billing Information
 - C. Attachment C – Scope of Work
 - D. Attachment D – Insurance Certificate

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.

7. General Responsibilities of the COUNTY.

- a. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- b. The COUNTY shall pay to PROVIDER the compensation as, and subject to, the terms set out below.

c. The COUNTY shall provide any necessary notices to commence, discontinue, or terminate the services herein described.

8. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving (10) days written notice of such to the other party. Upon receipt of such a notice, 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.

9. 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work. Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expenses associated with those directly engaged in performance of the requested services.
10. 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.
11. Effective and Termination Dates. This Contract shall be effective for eighteen (18) months and shall commence immediately upon the same date as its full execution and shall terminate upon the first to occur of either the expiration of eighteen (18) months or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
12. 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, 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 thirty (30) days' notice to County in the event of cancellation or termination 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.

13. Indemnification. PROVIDER shall indemnify, and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, reasonable attorneys' fees, and costs, for personal injury (including death) and property damage incurred by or imposed upon County, to the extent caused by the provision of services hereunder, or any act or omission, of Provider or others for whom Provider is legally liable. Provider 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.
14. Confidentiality. PROVIDER acknowledges that in the course of providing its services hereunder, it may become privy to valuable information of a confidential and proprietary nature relating to the COUNTY's activities. All information PROVIDER becomes privy to as a result of this Contract should be treated confidential and shall not be divulged by PROVIDER to any third person or entity without the express written consent of the COUNTY.
15. Representations. PROVIDER represents 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 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.
16. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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 and shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties hereto have equally contributed to this Contract.
23. 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.
24. Attorney's Fees. Notwithstanding anything contained herein to the contrary, should the COUNTY employ an attorney to enforce or interpret any of the terms and conditions of

this Contract, or to recover damages for the breach of any term or condition hereof, the COUNTY shall be entitled to recover from PROVIDER all reasonable costs, damages, and expenses, including reasonable attorneys' fees, incurred in connection therewith. Additionally, notwithstanding anything contained herein to the contrary, should the PROVIDER employ an attorney to enforce or interpret any of the terms and conditions of this Contract, or to recover damages for the breach of any term or condition hereof, the PROVIDER shall be entitled to recover from COUNTY all reasonable costs, damages, and expenses, including reasonable attorneys' fees, incurred in connection therewith.

25. 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.
26. 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: Design Workshop, Inc.
301 N. West Street, Suite 109
Raleigh, NC 27603
ATTN: Glenn Walters

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

27. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
28. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.
29. Governing Law; Venue. 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. Proper venue for any action arising hereunder shall lie in Baldwin County.

(SIGNATURE PAGES FOLLOW)

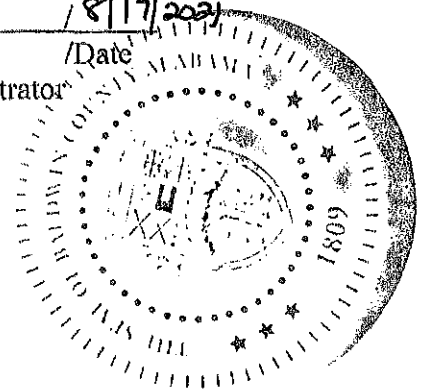
IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

James E. Ball / 8/17/2021
JOE DAVIS, III, Chairman /Date
James E. Ball Vice Chairman

Wayne Dyess / 8/17/2021
WAYNE DYESS /Date
County Administrator

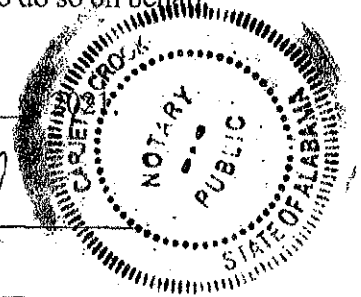


STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

I, Carietta Crode, a Notary Public in and for said County, in said State, hereby certify that, ~~Joe Davis, III~~, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, 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 17th day of August

Carietta Crode
Notary Public
My Commission Expires: _____



My Commission Expires:
July 14, 2025

PROVIDER:

Design Workshop, Inc.



By Glenn Walters / August 2, 2021

Its Principal

STATE OF NORTH CAROLINA)

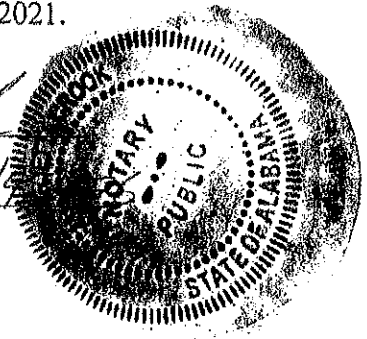
COUNTY OF Buncombe)

I, Laurel Caddell Notary Public in and for said County and State, hereby certify that Glenn Walters as Principal of Design Workshop, 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 Design Workshop, Inc.

GIVEN under my hand and seal on this the 2 day of August, 2021.

LAUREL CADDELL
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires Mar. 14, 2026

Laurel Caddell
Notary Public
My Commission Expires: Mar 14



**Attachment A to Contract for Professional Services for Development of a Master Plan
between
Design Workshop and Baldwin County Commission (the "Contract") Contract Provisions**

1. All fees, commissions, and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at six (6) percent interest per annum.

2. When any invoice is outstanding and unpaid thirty (30) days after the date of billing, Design Workshop may, at its discretion, stop work on the project.

3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Design Workshop to suspend activity on the project, Design Workshop shall be compensated for all services performed together with all reimbursable expenses due and the Contract shall be deemed terminated. If the project is resumed after such suspension, the Contract between Client and Design Workshop may be renegotiated prior to resumption of services by Design Workshop. In the event that the Contract is terminated due to the suspension or abandonment of the project, Client shall make full payment to DW for all compensation earned and due hereunder within 30 days of receipt of a final invoice from DW. For purposes of this Attachment A, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.

4. (omitted).

5. All drawings, specifications and other work product, including those in electronic form, prepared by or through Design Workshop are the Instruments of Service for use solely with respect to this project. Design Workshop shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.

Design Workshop grants the Client a nonexclusive license to reproduce Design Workshop's Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under the Contract. The Client shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project.

Any unauthorized use of the Instruments of Service without Design Workshop's consent shall be at the Client's sole risk and without liability to Design Workshop.

The Client shall indemnify and hold harmless Design Workshop, and Design Workshop's subconsultants from and against claims, damages, losses and expenses, including, but not limited to payment of attorney's fees, arising out of unauthorized use of the Instruments of Service that are part of this project. Design Workshop shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Design Workshop.

6. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Design Workshop should be listed as the planner/landscape architect. In addition, this Attachment A represents non-exclusive approval by the Client for publication and award submissions of the project by Design Workshop.



7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact as a result of the Contract, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
8. In the event of a default of any provision of this Attachment, after ten (10) days notice to cure is delivered, the Contract may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate the Contract for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates the Contract for convenience, DW shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
9. Design Workshop shall perform its services consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same manner and similar locality under the same or similar circumstances.

Design Workshop and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.

10. All notices and other communications that are required or permitted to be given to the parties under the Contract shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Design Workshop:	If to Client:
Telephone:	Telephone:

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

11. If any provision of this Attachment is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
12. This Attachment shall be binding upon the parties, their partners, successors, assigns, and legal representatives. Neither party may assign the Contract without the written consent of the other party.
13. The Contract may be amended or modified only by written instrument executed by both parties.
14. The Contract to which this Attachment A is attached (together with all other attachments, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Attachment shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
15. This Attachment and the Contract shall be governed by the Laws of the State of Alabama. Venue for any dispute between them arising out of or relating to the Contract shall be in Baldwin County, Alabama.
16. In construing this Attachment A, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Attachment A or Sections or paragraphs of this Attachment A refer to the Contract including all exhibits, schedules, and Addendum attached thereto, as the same may be amended from time to time.
17. (omitted).
18. (omitted).

Attachment B

Client Billing Information

***Please be sure that all of the information below is submitted along with the signed contract.**

- Company to be billed: **Baldwin County Commission**
- Billing Address: **312 Courthouse Square, Suite 11, Bay Minette, AL 36507**
- Billing Address:
- Billing Contact Name: **Matthew Brown**
- Billing Contact E-mail: **Matthew.Brown@baldwincountyal.gov**
- Phone Number: **251.580.1657**
- Purchase Order #/ Contract # to appear on bills?
- Lien waivers/pay requests required to pay? **No**

*If yes to lien waivers/pay requests, please attach a copy to this form. If there are electronic forms, please forward them to your DW Project Manager who will forward them on to our Finance team.

- Is there a specific date your company needs our invoice?

By the first of each month

Please list any other special billing requirements not mentioned above:

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Project management is critical to keep the project on schedule and budget, effectively communicate progress and ensure the highest levels of success. As part of this we will:

- Conduct and facilitate a Strategic Kick Off meeting (SKO) with staff at the beginning of the project.
- Determine critical success factors prior to and as part of the Strategic Kick Off meeting to guide our efforts and to serve as a touch stone for course corrections and higher levels of focus.
- Create and confirm a detailed project schedule and document review process at the Strategic Kick Off meeting.
- Establish project goals and discuss specific areas of focus for your plan so that the direction is clear.
- Prepare and review a Community and Stakeholder Engagement Plan, based on your knowledge of your culture as well as our knowledge and experience in conducting successful engagement processes.
- Identify information from previous work and studies relevant to the comprehensive plan effort and identify key questions and ideas to explore as part of the project.
- At the conclusion of the kick-off meeting, and ideally on the same day, we will conduct a coordinated tour with the assembled group to visit key locations, areas of potential growth, and areas of key focus for the plan.

To enhance day-to-day performance and project progress, Design Workshop has established a standard Project Management Plan (PMP) that is supported by the following documents:

- Client Vision and Critical Success Factors (CSFs) – or those things that must happen for the project to be considered a success.
- Work Plans and Tasks – organized into a project schedule that can be used for tracking.
- Roles and Responsibilities -organized into an org chart.
- Communications Plan – to outline the method and schedule for communication and interaction.
- Risk Management Plan – to frame potential issues and challenges to the project's success and to consider ways to work with or around those.
- Quality Management Plan – to establish a review methodology so that the plan is produced to the highest level of quality and is reviewed efficiently and per the schedule.

The Design Workshop team will use the PMP to manage the project and ensure that a product of the highest caliber and quality is delivered on time and on budget. We have successfully used the PMP in large scale community planning projects to monitor project performance and ensure quality.

Deliverables:

- Agenda for SKO currently targeted for August 9th, 2021.
- Project Management Plan
- Project Schedule
- Community and Stakeholder Engagement Plan

TASK 2: COMPREHENSIVE PLAN ADVISORY GROUP / AMBASSADORS / PLANNING COMMISSION

Design Workshop will facilitate meetings with an Advisory Group / Ambassadors established by the County to collect input and provide updates. In addition, we will solicit input and feedback from the Planning Commission and provide interim reports, presentations, and updates to each. Included in this task is:

- Four (4) Meetings with the Advisory Group / Ambassador Group at key milestones in the project to include project kick off, prior to community workshop #1, prior to community workshop #2 and as part of the draft plan review.
- Two (2) Meetings with the Planning Commission at key milestones in the project to include project kick off, following the community process to share what was learned, and as part of the draft plan review.
- Regular (at least bi-weekly) phone conference meetings, via telephone or video conference, with staff. We will also meet in person with staff while in Baldwin County.
- Presentation to County Commission at the conclusion of the project.

Deliverables:

- Meeting agendas for all meetings
- Meeting minutes
- Presentation materials to facilitate the meetings

TASK 3: PUBLIC ENGAGEMENT AND COMMUNICATIONS

Creating the plan openly and transparently with the community and stakeholders will elevate its relevance and help ensure its adoption and future action. We strongly believe in an engagement process that is highly interactive. As part of this we:

- Conduct four (4) facilitated “Design Workshops” that engage the community in a series of discussions and activities that lead to a vision, goals and strategies, actions, priorities and a preferred Land Use Plan. The workshops will be held within the areas that currently have zoning and the areas not yet zoned.
- Use keypad polling questions, planning exercises, group discussions, and web-based technology to allow a variety of ways for people to voice opinions, participate in the creation of the plan and share with us what your community’s values are.
- Work closely with staff to create a list of important stakeholders to meet, such as the school Commission, economic development groups, builders/developers, infrastructure service providers, public works, transportation providers, etc.
- Utilize web-based conferencing, polling and design exercises to reach as many people as possible that may not be able to attend in-person public meetings.
- Work with Staff to utilize popup meetings at community events should they be possible in the coming months.
- Work with Staff to create an Advisory group or Ambassadors group that can assist with community engagement, trust building, conducting work sessions and communications within the various diverse areas of the County.

Stakeholder Information Meetings

At the beginning of the project, the County Project Manager will identify 6 -10 key individual stakeholders or small stakeholder groups to be interviewed by DW on a “one on one” basis to gain focused input and direction. The stakeholders will include key members and influencers from the development community, business community, major institutions, environmental organizations, social organizations and special interest groups that have a strong voice in the community and cultural institutions.

Deliverables:

- Agendas, Presentation Materials, and Summaries from the stakeholder meetings

Meetings:

- Up to twelve (12) hours of in-person Stakeholder meetings, Focus Group meetings and/or phone conference meetings throughout the life of the process. In-person meetings will be scheduled to time with our being in Baldwin County for our Community Workshops.

Community Pulse Survey

The DW team will work with the County Project Manager to create a Community Pulse Survey to solicit input from the community, via the web as well as at the first Community Workshop, concerning key issues such as:

- What is working
- What needs improvement or focus
- Key Issues and Opportunities
- Vision and Aspirations

We will format the survey using the online app Qualtrics or SurveyMonkey and will distribute the survey to the County Project Manager for inclusion on the project web site.

Deliverables:

- Draft survey questions, for review by County Project Manager
- Final survey questions, formatted using Qualtrics or SurveyMonkey, and provided to County Project Manager to be uploaded to the project web site
- Summary of results from the survey. The summary will be provided to County Project Manager to be uploaded to the project website as well.

Workshop #1: Kick Off, Vision, Themes and Goals

The first Community Workshop, located somewhere accessible to as many residents as possible, will introduce the purpose of the project and gather input from the community concerning the overall "vision" for Baldwin County. Participants in this meeting will use keypad polling and participate in breakout sessions around the room to provide input.

This workshop will include a presentation on what a Comprehensive Plan is and what it should focus on, introduce everyone to the project and process, review the roles of various team members and review the components of a Comprehensive Plan. Following the presentation, a keypad polling session (Community Pulse Survey) will be conducted to allow the public to provide input on the community's aspirations and vision, and the key issues and opportunities of the plan.

In addition to keypad polling, the public will also provide general comments and ideas for the Comprehensive Plan verbally at the end of the keypad polling session and on comment sheets located around the room and at breakout tables.

The keypad polling questions and the presentation will be provided to the County Project Manager to be put on the project web site so that individuals not able to attend the workshop can contribute via an online format as well.

Deliverables:

- Coordination with County Project Manager about schedule and location of Community Meeting #1
- One (1) PowerPoint presentation outlining key concepts, existing conditions and/or key issues that our initial analysis yields
- 20-25 Keypad polling questions that will be formatted into Qualtrics or SurveyMonkey for posting on the project website
- PDF copies of the presentation Commissions for uploading to the project website

Meetings:

- One (1) two-hour Community Workshop #1 facilitated by Design Workshop

Workshop #2: – Open Space, Sector Planning and Future Growth

The purpose of the second Community Workshop will be to discuss how the County can continue to grow over the next 25 years within the County's Planning Areas, which include areas that are zoned and areas that are currently unzoned. At this meeting, we will begin with a presentation that reviews key takeaways from the first Community Workshop and existing conditions graphics that tell the story of current land use patterns. We will then conduct a keypad polling exercise focused on future growth topics. Following that, we will conduct a physical planning exercise, with participants working together at tables in groups of 6-8, should health authority guidelines allow. For this workshop, we propose having it being conducted in two locations so that we get unique perspectives from two geographic areas of the County.

Deliverables:

- Coordination with County about schedule and locations of Community Workshop #2
- One (1) PowerPoint presentation outlining key takeaways from Community Workshop #1, and existing conditions graphics
- 20-25 keypad polling questions that will also be formatted using Qualtrics or SurveyMonkey for uploading to the project website
- Materials needed for the "Chip Game" planning exercise
- PDF copies of the presentation Commissions and results for uploading to the project website

Meetings:

- Two (2) two-hour Community Workshops, one located in "Zoned" Baldwin County and one located in "unzoned" Baldwin County.

Workshop #3: Sector Type, Form, Image and Character

At this meeting, we will use keypad polling and the chip game to engage the community on location, form, character, and extent of proposed growth and development areas.

Deliverables:

- Coordination with County about schedule and locations of Optional Community Meeting #4
- 20-25 keypad polling questions that will also be formatted using Qualtrics or SurveyMonkey for uploading to the project website
- Materials needed for the "Chip Game" planning exercise
- PDF copies of the presentation Commissions and results for uploading to the project website

Meetings:

- One (1) two-hour Community Workshop

Workshop #4 - Plan Recommendations

The final Community Workshop will be organized in “Science Fair” format with graphically formatted Commissions that describe the key outcomes of the Comprehensive Plan process. Participants will browse the Commissions created for the meeting and be allowed to provide comments on sticky notes on the Commissions.

Deliverables:

- Coordination with County about schedule and location of Community Meeting #3
- Presentation Commissions outlining the proposed final plan
- PDF copies of every presentation Commission for uploading to the project website

Meetings:

- One (1) two-hour Community Workshop

Project Branding:

Creating a “brand” will stimulate community interest, raise the visibility of the planning process, and link the various tools and methods for community outreach under one umbrella. Elements of community outreach, including meeting advertisements, visual displays for presentations, handouts for public meetings, the project website, and the final planning documents, will all share a signature logo, title block, color and fonts that are consistent, compelling, and appropriate for various audiences and for various meetings and communications.

Deliverables:

- DW will provide up to three options for review and selection by the County Project Manager and adopt the graphic format of the brand and utilize it in our presentation materials.

Project Website:

The County will manage a Mobile Capable Project Website to provide information to the community concerning the Comprehensive Plan. The website will contain links to online surveys (including community surveys and public meeting polls), background documents, information concerning alternatives and preferred and final versions of various elements of the plan, and online tools (such as comment cards or emails) for residents to contribute their thoughts. DW will provide content to the County for the website at each community workshop milestone.

Deliverables:

- DW will create a Mobile Capable Project Website for use throughout the project and update its content as the process unfolds.

Social Media:

This proposal assumes that the County will initiate and maintain a social media outreach effort using social media platforms such as Facebook, Twitter or Instagram.

Deliverables:

- DW will provide content around public meeting dates, based on work prepared to date, for the project website and social media efforts

TASK 4: PLAN DEVELOPMENT

Design Workshop will serve as the primary drafter of the plan and shall perform research and develop materials for the Plan, including but not limited to:

Baseline Review of Existing Plans and Information

DW will review all existing plans including the plans and documents, current codes and policies, demographic and census data, and other information relevant to the required plan elements.

Data Collection

As part of this task we will rely on the County to provide us with GIS base information and PDFs of existing plans and studies that are relevant to the Comprehensive Plan and available for our use, to include but not be limited to:

- Existing zoning maps and land development standards.
- Existing and planned transit system(s) and facilities.
- Existing traffic studies, traffic reports, traffic counts and traffic data for the major roadways.
- Existing and planned major utilities and infrastructure plans.
- Existing and proposed major street ROW, utilities ROW or easements from GIS.
- Parks, public uses and open spaces – existing and planned.
- Locations of historic and cultural resources.
- Locations of community services, such as parks, libraries, schools, fire and police.
- Topography, environmental conditions and drainage patterns including areas of flooding concern from GIS information.
- Demographic Data – existing and projected data associated with population, income, age, population growth, housing costs, etc.
- Economic Data – existing and projected data associated with economic growth, locations for economic development, focused industries, jobs, housing affordability, etc.
- Parcel data, including property assessments and real estate taxes
- Approved and proposed master planned development projects, PUD's or areas of development that would have an impact on the comprehensive plan.
- Areas protected with conservation easements.

Develop an inventory and assessment of issues and opportunities

The Design Workshop team, using information supplied by the County and in collaboration with staff and Steering Committee, will analyze various topics to determine their impact on goals, strategies, policies and planning frameworks. These topics include:

Community Character:

- The unique qualities that together establish the sense of place and character of the County.
- Ways to best take advantage of historic resources or areas that need support (policies, funding, promoting).
- Development character, both historic and new.

Attainable Housing:

- Income and housing price distribution.
- Existing and projected affordability
- Provisions and policies to maintain housing affordability.

Diverse Economy:

- Economic and demographic factors that may affect growth and land use decisions.
- Economic conditions, business growth patterns, and employment growth.
- Opportunities for workforce skills, training and available resources.
- Evaluation of strategies to develop tourism, office, retail, and industrial economies

Market and Land Use

- Demographic and Psychographic housing preferences
- Existing building typologies
- Demand for existing, future, and/or unmet typologies
- Compatible areas for land use and building typology needs and requirements

Sensible Growth:

- Projections for population growth and how it might influence housing and land use decisions.
- Any limits to physical growth (in terms of limits created by hydrology, environmental resources, infrastructure, or transportation resources in particular) or policy-oriented limits to growth such as water/sewer service, political boundaries, etc.
- Identification of housing characteristics and housing needs unique to the County.
- Regional cooperation / growth management areas or areas of coordinated growth.

Harmony with Nature:

- Environmental factors, natural features, and sensitive areas (for example, riparian areas and floodplains, areas susceptible to sea level rise, vegetation/tree cover).
- The provision for greenways and broad open space connectivity.
- The promotion of coastal resiliency.
- The creation of scenic and environmental corridors and buffer areas.

Equitable Services:

- The location and adequacy of public facilities and amenities.
- Parks and recreation facilities and amenities and their locations relative to existing and planned neighborhoods.

Quality and Context Sensitive Infrastructure:

- Gaps or needs for infrastructure service.
- Multimodal transportation connectivity.
- Complete streets.
- Multimodal connectivity.
- Enhancing connectivity.
- Transportation character.

Deliverables:

- Summaries of the existing conditions analysis (by planning theme or topic and based on the emerging need and focus of the plan). The summaries will include a combination of map graphics and simple narratives as needed to communicate the key takeaways to be included in the Community Factbook Atlas.
- Population/growth assessment based on regional transportation models, state growth estimates or other information available to the Town.
- Analysis of existing land uses and infrastructure capacity in the form of a map created in GIS and a memo that describes infrastructure capacity based on discussions with service providers and/or public works.

Analysis Diagramming

From the available GIS base information, we will create 3-4 synthesized maps and analytical diagrams that help us to understand the current condition of the County and to describe potential improvements. These analytical diagrams may consider, amongst other things:

- Areas of concern from an environmental standpoint that may be considered for preservation or conservation. This will include previously preserved/conserved lands, lands targeted for preservation/conservation, new land areas that could/should be considered, the potential for new corridors to connect them, marsh areas, and areas prone to flooding and sea level rise.
- Opportunities to create a consolidated Green Print open space plan that forms an ecological framework for the County that can accommodate flood control, habitat development, recreational opportunities, tree cover, and pollution mitigation, amongst other things.
- Special areas, cultural and historic assets, neighborhoods and districts.
- Existing job centers and commercial areas.
- Areas best suited for new development based on environmental (especially topo and flood), cultural, economic and accessibility/serviceability attributes.
- Opportunities to equitably expand community services, parks or open space based on walking distance frameworks, needs analysis or best practices.
- Opportunities to enhance bike and pedestrian infrastructure on major roadways and within greenways.
- Transportation corridors, such as highway, rail and river, that may be re-imagined, and areas where nodes and gateways may occur; corridors that could be reimagined; corridors that should include scenic protection, etc.; along with the disposition of what happens between them.
- Areas where more circulation frameworks may be added to enhance multimodal movement patterns.
- Areas where new job centers, new destinations or new activity centers may be located.
- Determination of appropriate sectors such as O-1 Preserved Open Sector and O-2 Reserved Open Sector for protection of open lands; G-1 Restricted Growth Sector, G-2 Controlled Growth Sector, and G-3 Intended Growth Sector for New Communities; G-4 Infill Growth Sector for managed growth of existing urbanized areas.

This information will be used during the Community Workshops and Stakeholder meetings to ensure that the discussions are based on a realistic understanding of current conditions and possible futures.

Deliverables:

- Up to Four (4) Synthesized Analytical Diagrams (as outlined above) depicting the current conditions in the County as needed to describe key concepts or analyses

TASK 5: DEVELOP A VISION TO SERVE AS A FOCAL POINT FOR GOALS, POLICY, AND STRATEGY DECISIONS

Community Land Use Framework Planning

Drawing from the public input, as well as technical input provided by stakeholders and jurisdiction officials, we will create relevant land use and framework plans. The plans will focus on how future development will interact with existing development; the protection of the natural environment; multimodal transportation planning and linkages; open space and recreation networks; greenway networks; opportunities for nodal and walkable development patterns; key transportation corridors; and economic/commercial enhancement. As part of this, our team will:

- Conduct a population growth assessment, based on projections provided by the County, development capacity analysis (examining land mass needed to accommodate growth by acreage) and serviceability assessment, and create "sector-based" land use designations to produce 2-3 projected growth scenarios.
- Analyze projected fiscal impacts for each growth scenario based on land use and typology
- Identify areas to preserve or conserve land based on environmental or land use characteristics and consider a comprehensive "green network" to accommodate environmental resiliency for the County.
- Identify key transportation corridors and recommendations for their improvements.
- Identify areas designated for economic development and job growth.
- Identify areas for nodal development around key transportation corridors.
- Identify, based on development capacity analysis, where various settlement types will be located to accommodate growth.
- Identify areas of special concern to ensure context-sensitive growth or focus areas.
- Consolidate the Framework Plans into a Masterplan for the County.

Deliverables:

- Up to three (3) Scenario Plans of the County that describe how, where and in what form growth can occur.

TASK 6: DRAFT THE MASTERPLAN

Formatting the Plan

Design Workshop and Baldwin County wish to create a unique, compelling and useable Comprehensive Plan. Design Workshop will prepare 2-3 concepts for discussion with the County Project Manager early in the process. Alternative concepts for discussion will include:

- The size and orientation of the document
- How it can become a web-based document and be section 508 compliant
- Alternative organization / table of contents
- Fonts, colors, look and feel
- Page layout

Deliverables:

- One draft document format
- One round of revisions following review by County Project Manager

TASK 7: PLAN CONTENT

The Plan document will include assembling and analyzing data regarding existing conditions within the established planning area and utilizing that data to develop policies, actions, and an implementation plan to guide future development and decision making over a 10-year timeframe. It is anticipated the Plan will cover the following content:

- A. Introduction
- B. Baldwin County's opportunity
- C. Purpose of the Plan
- D. Community Vision
- E. Analysis
 - a. Environmental preservation
 - b. Economic / Market / Land Use
 - c. Development suitability

- d. Scenarios
- F. Sector Plans
 - a. Sector planning,
 - b. Connectivity and mobility elements,
 - c. Community facilities and services,
 - d. Natural and cultural resources,
 - e. Infrastructure.
- G. Community Code Review
- H. Community Fact Book
 - a. Economic and demographic factors
 - b. Natural Resources, Resiliency, and Hazard Mitigation
 - c. Historic, Cultural, and Heritage Preservation and Enhancement
- I. Implementation – Specific goals and policies to implement each element of the Plan
 - a. An implementation guide for Planning and Zoning staff to properly apply the Master Plan to rezoning requests.
 - b. A succinct guide to changing sector designations as conditions change.
 - c. A succinct guide to establishing sector designations for newly zoned areas.
 - d. A high-level review of the current zoning ordinances with recommended changes.

PROJECT DELIVERABLES

Maps and associated digital data and shapefiles shall be in ArcGIS format, and shall be provided to the County as work is being conducted. All such data, graphics, charts, images, etc. as contained in the final adopted version of the Plan as adopted by the County Commission shall also be furnished to the County upon adoption, including an editable version of the final document.

DW will also provide flash drives of all digital products in the following forms as appropriate:

- Text: Microsoft Word, InDesign, and PDF
- Spreadsheets: Microsoft Excel
- Mapping Products and Data: PDF and ArcGIS (All spatial data to be delivered as shapefiles using the NAD 1983 State Plan Alabama FIPS 3200 (US Feet))

Fees and Expenses

Compensation to DW for the scope of services described herein and in accordance with the conditions of this agreement shall be for a **total lump sum fee of \$148,200.**

Initiation Tasks + Public Workshop #1: Vision	\$26,400
Public Workshop #2: Land Use	\$15,800
Public Workshop #3: – Form and Character	\$10,200
Plan Development	\$56,200
Master Plan	\$30,800
Total Fee	<u>\$139,400</u>
Reimbursable Expenses:	<u>\$8,800</u>
Total with Expenses	<u>\$148,200</u>

Note 1: the tasks described on this fee worksheet reflect all the tasks in the Scope of Work. They have been reorganized and simplified for the purposes of presenting the fee.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by DW and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, and in-house printing expenses shall be billed at DW's cost.

Exclusions to Scope of Work

The following items, although potentially referenced, are not part of the Scope of Services:

- Water / Sewer Infrastructure masterplan
- Utilities masterplan or service area plan
- Zoning code, municipal code or other code or ordinance
- Design guidelines or design standards
- Historic district designations
- Traffic / transportation masterplan
- Transit masterplan
- Park masterplan
- Parking ordinance
- Additional Public Workshops
- Detailed Market Study / Financial Modeling beyond what was outlined in scope
- Printing materials and boards for public workshops and meetings

Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per DW's current published rate schedule, attached hereto as Exhibit B. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. No additional services are authorized unless they are first requested, in writing, by the Town. The Town may elect to seek an estimate from DW for proposed additional services prior to requesting DW to actually perform the additional service(s).

Payment Terms

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be emailed from DW's office by the 10th of each month. Invoices are payable within 30 days of the date the Town receives the invoice. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

Acceptance

This Agreement is entered into between Design Workshop, Inc. and Baldwin County.

1. If this contract meets with your approval, please sign below and return one (1) copy for our file.
2. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
3. The Client agrees that they have read and understood the Contract Provisions attached hereto as Exhibit A and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: *[Signature]*

Date: 7/11/2021

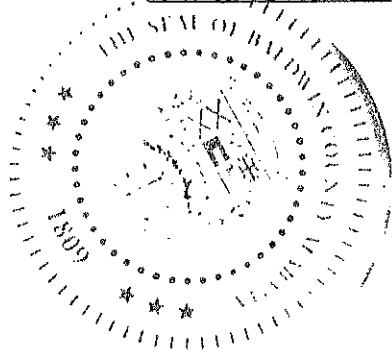
Title: Principal

APPROVED BY CLIENT:

By: *[Signature]*

Date: 8/17/2021

Title: Vice Chairman



General Approach:

The Baldwin County Commission desires a concise, user-friendly Master Plan (with a 10-year horizon) that can be used to guide zoning decisions for zoned areas based on land use sectors designated for infill growth, intended growth, limited growth, rural use, and special use.

The County seeks a Master Plan approach for the planning districts currently subject to planning and zoning that includes maps, illustrations, and text. The plan approach should utilize land use sectors, or similar approach, for:

- Infill growth for developed areas, including infill criteria.
- Intended growth sectors for areas that contain infrastructure to support substantial growth.
- Limited growth sectors for areas with limited infrastructure but subject to growth.
- Rural sectors for open space areas or sparsely populated areas.
- Special districts for industrial or other unique development issues.

In conjunction with these sectors, locational criteria will be developed for land use and densities. Intensities of use, for various uses, will also be included to aid effective decision making. The important development concepts which will also be addressed are connectivity, walkable communities, mixed uses, limiting sprawl, traditional town planning, place making concepts, and enhancement and preservation of community identity.

In the areas where planning and zoning has been implemented, a sector planning approach for each district or combination of contiguous districts is desired. For all areas, not currently subject to planning and zoning, the creation of development principles and best practices, including illustrations, is needed to guide the implementation of planning and zoning, if or when, the unzoned planning districts petition to implement planning and zoning.

For both planning tasks, the core principles are:

1. Creation of high-quality communities of a design that promote travel by car, transit, bicycling and walking.
2. Enhance economic growth and job creation.
3. Limit urban sprawl.
4. Provide a diversity of housing types located appropriately within proper sectors.
5. Protect wildlife and natural areas.
6. Identification of specific procedures to facilitate intergovernmental coordination to address extra-jurisdictional impacts of growth.
7. A predictable, consistent and fair development process where the outcome matches the expectation.

In addition to the general items above, the Master Plan shall include the following:

1. An implementation guide for Planning and Zoning staff to properly apply the Master Plan to rezoning requests.
2. A succinct guide to changing sector designations as conditions change.
3. A succinct guide to establishing sector designations for newly zoned areas.
4. A high-level review of the current zoning ordinances with recommended changes.