

**CONTRACT FOR PROFESSIONAL AND CONSULTING SERVICES**

This Contract for **Professional and Consulting 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 **Cell Tower Solutions, LLC**, (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, June 5, 2018, the Commission authorized staff to solicit bids for the Communication Tower and Equipment Valuation Services for the Baldwin County Revenue Commissioner; and

**Whereas**, staff solicited bids with Cell Tower Solutions, LLC, presenting the bid to the County.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, CONSULTANT 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. CONSULTANT: Cell Towers Solutions, LLC

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

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

IV. Professional Qualifications. For the purpose of this Contract, the CONSULTANT 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. CONSULTANT represents and warrants that CONSULTANT is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONSULTANT 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. CONSULTANT shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. CONSULTANT acknowledges that it is an independent contractor, and CONSULTANT shall at all times remain as such in performing the services under this Contract. CONSULTANT 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 CONSULTANT 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. CONSULTANT is not entitled to unemployment insurance benefits, and CONSULTANT 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 CONSULTANT or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT 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:

CONSULTANT: Cell Tower Solutions, LLC  
1130 Skipstone Drive  
Watkinsville, GA 30677  
ATTN: William W. Woodard

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

- XVI. Services to be Rendered. CONSULTANT is retained by the COUNTY as a professionally-qualified Consultant. The general scope of work for the services shall include all the terms and conditions of "**Competitive Bid #WG18-31**", the same being expressly incorporated herein by reference, and without limitation will encompass:

**"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG18-31 named, Communication Tower and Equipment Valuation Services for the Baldwin County Revenue Commissioner".**

- A. CONSULTANT will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, CONSULTANT will meet with COUNTY as needed or requested.
- B. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. CONSULTANT 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.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to CONSULTANT whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONSULTANT's services hereunder or any defect or nonconformance in the work of CONSULTANT.

B. The COUNTY shall pay to CONSULTANT the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the Consultant. Upon receipt of such notice, CONSULTANT shall discontinue its work to the extent specified in the notice. In the event of termination, the COUNTY shall pay CONSULTANT 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.

XIX. Compensation Limited. The compensation to be paid to the CONSULTANT shall be the full compensation for all work performed by CONSULTANT under this Contract. Any and all additional expenditures or expenses of CONSULTANT, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by CONSULTANT or paid by COUNTY.

XX. Direct Expenses. Compensation to CONSULTANT for work shall be paid as listed on "Attachment A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. CONSULTANT 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 CONSULTANT.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the CONSULTANT. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution and commence within one (1) week from the Notice to Proceed, and shall terminate on January 7, 2019. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason 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.

XXIV. Indemnification. CONSULTANT shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to

provision of services hereunder, or any act or omission, by CONSULTANT. CONSULTANT 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.

- XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.
- XXVI. 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.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, CONSULTANT shall carry, with insurers satisfactory to COUNTY, on an occurrence basis throughout the term of hereof, the following types of insurance: 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 CONSULTANT 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 CONSULTANT in material default and pursue any and all remedies available.

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

COUNTY

----- ATTEST:

\_\_\_\_\_  
FRANK BURT, JR. / Date  
Chairman

\_\_\_\_\_  
RONALD J. CINK/ Date  
County Administrator/Budget Director

**NOTARY PAGE AND SIGNATURE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Consulting 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 \_\_\_\_\_, 2018.

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

**CONSULTANT:**

***Cell Tower Solutions, LLC***

\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Cell Tower Solutions, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Cell Tower Solutions, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**COMPETITIVE BID #WG18-31 Award Listing**

**Communication Tower & Equipment Valuation Services for the BC Revenue Commission**

**BIDDER: Cell Tower Solutions, LLC**

Cost to value each communication tower	\$250.00
Cost to value each wireless carrier/site	\$1,000.00
Cost to value AM Radio Towers/Transmitters	\$500.00
Cost to value FM Radio Towers/Transmitters	\$1,000.00
Cost to value Television Towers/Transmitters	\$1,000.00
Total Cost to County not to exceed	\$199,000.00

Identify costs for Expert Witness Services, only as directed by Baldwin County:

Per hour for Report Preparation: \$30.00/hr Per Diem for Testimony: \$1,400.00 /day, \$200.00/hour

**Note: Tower Volume Discount**

Baldwin County is unique in the number of carriers expected to be found on each site. Typical metrics are between 1-2 carriers per tower, Baldwin averages nearly three. These metrics help limit the site inspections and helps facilitate smoother reporting. Cell Tower Solutions, LLC believes that these benefits should also benefit the County. CTS will agree to reduction in the cap of \$199,000.00. CTS has identified 317 total carrier County.

**Proposal to provide Tower/Carrier Valuation Services  
to Baldwin County, Alabama  
6/25/2018**

**Scope of work:** Inventory each cell/communications site in Baldwin County and create equipment profile for each location. Profile will include the major components, the cost at installation, and the useful life as it applies to the Alabama classification grouping.

Cell Tower Solutions (CTS) will help train the county staff to identify activity at the cell site and how that may impact value of the location. CTS will help to correct address and carrier reporting errors to align the carrier, city, and federal addresses.

**Preliminary Evaluation of Towers:** CTS has created a national database of registered towers and an innovative scan technology to find unregistered sites in each county. These sites are legally under 200 ft. in height and may include water towers, rooftops, short towers, etc... Assembling this data, we find Baldwin County has a approximately:

148 Cell Towers

10 Water Tower Sites

11 Broadcast Towers

9 Rooftop Sites

9 Commercial Towers

Using Aerial photography, we have identified 317 total carriers/broadcasters on all the viewable towers in the county. From past history, we believe this is a fair estimate +/- 10% of what we can expect to find on site. Additional carriers may have been added, site visualization may be less than clear, and other tower sites may be found.

**Project Cost:** Cell Tower Solutions bills each site at \$250 per tower and \$1000 per carrier. We would expect a minimum cost of \$354,000 and for budgeting purposes, will cap the maximum cost at \$394,000 . If we find fewer billable sites, we will bill at the actual found. If we find more than the cap, those sites are considered gratis to the county and are not billed.

**Tower Volume Discount** – Baldwin County is unique in the number of carriers expected to be found on each site. Typical metrics are between 1-2 carriers per tower, Baldwin averages nearly three. These metrics help limit the site inspections and helps facilitate smoother reporting. We believe that these benefits should also benefit the county. CTS will agree to a reduction in the cap \$199,000. This is potentially an increase in return of \$195,000 due to the reduction.

**Determination of Billable Site:** Cell Tower Solutions (CTS) will submit all sites to the Baldwin County Appraisal Department for billing approval. In the event a site is determined to be unbillable for the department, it will not be submitted for billing by CTS.

**Payment Terms:** To assist the county in budgeting, CTS structures the program in a payment plan to weight the balance to the backend of the contract. The first 25% is payable with the presentation of the work documents to the county approximately 3 weeks after work is completed. The next 50% is due when the reports are entered into the appraisal system and you can see the new preliminary values. The final 25% when the taxpayer pays the revised tax bill. **We always work with our clients to custom tailor the payment terms to meet your budget requirements.**

Terms of the Proposal are valid through December 25, 2018 and may be subject to change.