

BID #WG18-31 SPECIFICATIONS

Baldwin County, Alabama, by and through the Baldwin County Commission, is soliciting for qualified communication valuation companies to submit bids to conduct valuations of communication towers and associated communications equipment. The successful bidder will provide a defensible assessment of all applicable Wireless, Broadcast and Private Corporate Towers and all Taxable personal communication related property.

Each Bidder should use the Response Form provided for their bid. All exceptions are to be attached to the back of the Response Form.

DEFINITION

Bidder. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Consultant. The individual, firm or corporation, the Party of the First Part to the Contract, that has entered into a Contract awarded him by the Owner for any work covered by these Specifications, acting directly or through his agents or employees.

County. Baldwin County Commission

BIDS FOR ALL OR PART

The County reserves the right of awarding the Contract in whole or in part, according to the best interest of the County.

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

BID PRICE

Each Bidder should use the Response Form provided for their bid. All exceptions are to be attached to the back of the Response Form.

No bidder may withdraw a bid within thirty (30) days after the actual date of the bid opening thereof, unless approved by the Baldwin County Commission.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable county, state and federal laws, rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

COMPENSATION INSURANCE

Consultant shall procure and shall maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and, in case of any such work sublet, the Consultant shall require the Subcontractor to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work under this Contract is not protected under the Workmen's Compensation Statute, the Consultant shall provide, and shall cause each Subcontractor to provide, adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONSULTANT'S PUBLIC LIABILITY AND PROPERTY DAMAGE 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: Comprehensive Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should 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 Contractor in material default and pursue any and all remedies available.

The Consultant agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of completion of the work pursuant to the Contract or at the date of the final payments made by the County to the Consultant, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Consultant agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Consultant against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance are set forth above. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Consultant shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified above, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, the Consultant shall at all times indemnify, defend and save harmless the County and its Commissioners, departments, officers and employees, against all liability, claims of liability, loss, cost or damage, including but not limited to, property damage, bodily injury, death and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever as a result the work performed by the Consultant pursuant to the Contract, and the Consultant will, at his expense, defend on behalf of the County and its Commissioners, departments, officers and employees, either or all, any suit brought against them or any of them, arising from any such cause.

CANCELLATION CLAUSE

The County reserves the right to terminate the Contract prior to the end of the period indicated upon, so thirty (30) day's written notice, with or without cause.

INQUIRIES AND QUESTION

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Director, at wgautney@baldwincountyal.gov no later than **3:00 P. M., Central Standard Time, on Tuesday, June XX, 2018.**

BACKGROUND INFORMATION

Baldwin County recognizes that an independent valuation of communication tower property, personal communication property, and related equipment may be beneficial to them to accurately assess the value of that property and evaluate company-reported depreciation.

KEY DATES

The effective date of Valuation for this project is October 1, 2018 (for Tax Year 2019). Bids are due June XX, 2018. The contract is expected to be executed by July XX, 2018. The Valuation reports are due by January 7, 2019.

SCOPE OF SERVICES

Consultant will conduct a Complete Valuation of the Original Cost of the Communication Towers and property and all Wireless Equipment located on the Communication Towers and associated sites. The Consultant will prepare a self-contained Valuation Report containing the required information outlined in Attachment A in accordance with the Bid requirements. All values of related personal properties will reflect original installed cost.

PROPERTY: The property to be assessed includes all the sites in Baldwin County including rooftops, stealth locations (church steeples, billboards, flagpoles, etc. and traditional communication tower sites as determined by the consultant and County staff.

REQUIREMENTS OF THE CONSULTANT:

1. To conduct an Original Cost valuation analysis of the Communication Towers and site communication equipment based on the collection of relevant data, including, but not limited to:
 - a. Physical site inspection and inventory of personal property that is deemed taxable under Alabama Law.
 - b. Identification of each communication company located on said tower using a combination of on-site information, industry knowledge, and experience to create an accurate communication equipment profile; and
 - c. Discovery of unreported or unidentified towers, communication companies, and communication equipment.
2. The Valuation Report will contain the following information:
 - a. Description and LAT/LONG coordinates of the property being valued;
 - b. Reconciliation of taxpayer, federal, and local addresses;
 - c. A statement of purpose of the report;
 - d. Definition of Original Cost value;
 - f. A discussion of the data collection process;
 - g. A statement of assumptions and limiting conditions; and
 - h. A valuation analysis that includes:
 1. The original cost of the equipment as listed and discovery of unreported assets;

2. Taxable site upgrades (fence, gravel, etc.);
 3. Buildings and structures classified as personal property;
 4. Useful lifespan of each piece of equipment; and
 5. Market Value estimate (Original Cost Less Depreciation) of all components included at each tower site.
3. Consultant must complete a draft valuation report and submit one paper (1) copy by January 7, 2019, to the Baldwin County Revenue Commission and access to digital copies. In addition, a photo CD of all sites, carriers and equipment must be delivered with the reports. The draft valuation report should set forth the total opinion of Original Cost Value of the property along with current Market Value estimates.
 4. If needed, Consultant may be asked to provide expert witness services, as to valuation and/or classifications resulting from this project, to represent Baldwin County at all appeals to the Board of Equalization, Circuit Court, or otherwise. For informational purposes only, the Consultant is requested to submit a flat hourly fee for this service on the Bid Form.

All reporting material must be in an acceptable format to Baldwin County Revenue Commissioner. The work product be in compliance with Alabama laws.

REQUIREMENTS OF THE BALDWIN COUNTY REVENUE COMMISSIONER'S OFFICE:

1. The Revenue Commissioner's office shall timely provide all of the following information, which shall be current and correct as of July 1, 2018, and later updated as of October 1, 2018:
 - a. Access to GIS Aerial photographs taken of sites, rooftops, and alternate locations for the purpose of identifying all communication assets;
 - b. A list of the Parcel Identification, county address, and taxpayer account for each parcel of real property related to the communication tower(s) that are known to the County;
 - c. Copies of the business personal property returns for all years under audit;
 - d. Account and address verification for all known wireless carriers on each tower site.;
 - e. Send advance notification to taxpayers of pending audit as required by Alabama State Law; and
 - f. Input report data into the county appraisal database. The winning bidder must be available to assist in answering questions and assuring the data is interpreted correctly.

MINIMUM CRITERIA

1. All Consultants must have completed at least four (4) valuations of communication towers in different counties within the last four (4) years. A minimum of ten (10) tower sites are required in each taxing jurisdiction.
2. All Consultants must provide a complete list of client references, two (2) of which must be jurisdictions for whom you have provided similar valuation services within the last four (4) years. For each client reference, include the name of the agency, the contact person, phone number, project description, project outcome, if the valuation was appealed, and date and time line of the project. Please make sure that all contacts and phone numbers are current. Baldwin County may

contact previous clients outside the list provided. Results of reference checks will factor into selection process.

3. All Consultants must have expert testimony experience and be able to assist the County in the appeal process.
4. Consultants must have the ability to identify and value all equipment onsite, and where buildings and cabinets are not accessible, create a profile of the internal configuration using industry knowledge and experience. This must be supportable at all levels of appeal.

GENERAL REQUIREMENTS

1. The Bid shall be signed by an official with the power to contractually bind the Consultant. The awarded Consultant will supply, at their own expense, all equipment, tools, materials (other than those provided for in the Responsibilities of the Revenue Commissioner's office) and supplies to accomplish the services to be performed.
2. The awarded Consultant will not be an agent or employee of Baldwin County.
3. The Bid shall be signed by an official with the power to contractually bind the Consultant.
4. All Bids must contain a completed Bid Form and also a properly executed Non-Collusion and Tax Compliance Form. These forms can be found within the contents of this Invitation for Bids (IFB).
5. A Bidder will be held to the terms and prices on the Bid Form for the duration of the Contract, if both parties sign a contract within 60 days of the Bid opening.
7. The period of the Contract resulting from this bid will be from the date of the award to the date of final acceptance of the values by Alabama Department of Revenue.
8. The Contract resulting from this bid will be awarded to the most qualified and responsive bidder.
9. The awarding authority reserves the right to take any actions it deems necessary to determine if bidders are qualified.
10. Because the Baldwin County is exempt from the payment of Federal Excise Taxes and Alabama Sales Tax, prices quoted with respect to this Invitation for Bid are not to include these taxes.
11. Any correction or modification to a Bid submitted must be in a sealed envelope marked "Revised Submission" and contain the required number of copies. A Consultant may withdraw their Bid if they put the request in writing, and the request is received by the Baldwin County Revenue Commissioner prior to the opening of the bids.
12. The Consultant selected will be bound by all applicable statutory provisions of the laws of the United States of America and the State of Alabama.
13. All addenda issued during the bidding period supersede previous information and automatically become part of the Contract.

14. All Consultants are advised that any Bid awarded shall be subject to execution of the enclosed written Contract.

15. Baldwin County is not liable for any cost(s) incurred by respondents in the preparation of responses to this Invitation to Bid. Baldwin County will not be liable for any costs associated with the execution of this project. Billing will be done directly between the Consultant and the Baldwin County Revenue Commissioner. The Baldwin County Commission and Revenue Commission shall be indemnified against any suits or claims as a result of the work. A sample contract is attached.

16. In the event a tower and/or carrier is deemed by the Baldwin County Revenue Commissioner as non-taxable, that site will be removed from the list and may not be billed by the Consultant.

AWARD CONSULTANT

1. The Consultant will work closely with the Baldwin County Revenue Commission staff to review existing communication tower assessments.

2. The Consultant will meet with the Baldwin County Revenue Commission staff and will view the communication tower(s) and communication companies to review data and related information on the real and personal property. The Consultant will determine what other documents are needed from the owners.

3. The Consultant will provide valuations reports as previously stated under the Scope of Services.

4. The Consultant shall fulfill all requirements for the Valuation using professional standards.

SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall serve as the professional representative of the County during the project and will consult with and advise the County during the performance of the specific services. The Consultant shall dedicate the Project Manager and key personnel presented in the Solicitation to provide the Scope of Services. Consultant may not change or substitute the Project Manager or key personnel without the prior written approval of the County.

The Consultant shall receive prior approval from the County for any expenditure not specifically provided for in the Contract. The Consultant is advised that any work undertaken within the terms and provisions of the Contract shall be with the full knowledge and consent of the County, any work performed outside the Contract, without the prior written agreement of the County, shall not be considered as work under the Contract, and payment for such work will not be allowed.

The Consultant shall complete all work as specified in the Solicitation.

All records of the Consultant pertinent to this Contract shall be retained for a period of not less than seven (7) years.

Provide Addresses and Access Information

The Consultant will provide the County with a master list of FCC registered tower addresses. The County will, to the best of their ability, match tower locations and addresses with the addresses

shown in the county property system. Where possible, the County will provide LAT/LONG information and access information to the sites (keys, times of site operation if on business location, or owner's name and contact information to obtain access.)

Audit Notification Letter

The assessing department is responsible for sending the letter out to individual taxpayers at least one week before the site audits are scheduled to commence.

Data Entry into the Appraisal System

It is the responsibility of the appraisal department to enter the correct original cost, date of acquisition, and category into the appraisal system. The Consultant will provide onsite technical support during this process, as needed, to assure the property is properly classified and entered into the system.

Notices to Taxpayers

The County is responsible for sending revised notices to taxpayers.

Ownership of Documents and Work Product

All "Work Product" becomes the property of the County for which it is performed. "Work Product" consists of all reports, notes, maps, computer files and other information prepared by Consultant for delivery to the County. "Work Product" required to be kept or kept in the course of the work to be performed under this Contract shall be available at all reasonable times for inspection, review, and auditing by the County.

Amendments

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement and all other regulations and requirements of law.

Assignability

The Consultant shall not assign any interest in this Contract, and Consultant shall not transfer any interest in the same, without prior written consent of the County. No subcontract may be awarded by the Consultant, the purpose of which is to fulfill, in whole or in part, the services required herein, without the written consent of the County. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

Conflict of Interest

No officer, employee, agent, or member of the County or the Consultant shall participate in any decision or service relating to this Contract which affects the personal interest of such officer, employee, agent, or member of the County or Consultant, whether such interest is direct or indirect. The County and the Consultant shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements and comply with the provisions of applicable Alabama General Laws.

ATTACHMENT A

Communication Tower Detail

The following structures are to be included in this bid and subsequent contract:

Wireless Communications:

Macro site Towers

Water Tower locations

Roof top and all alternate sites used to mount Wireless Equipment

Small Cell and DAS sites

Broadcast:

AM/FM Radio Stations

TV Stations (including Doppler Radar Towers)

Others:

Wireless Internet Sites

Corporate Communication sites.

The Consultant shall determine the locations, types and counts of all Towers in Baldwin County that are to be valued. This data can be gathered from public or private sources and should represent the Consultant's best effort in this bid process.

ATTACHMENT B

Bid Response Page

It is hoped that Baldwin County will award in the final contract; however, if the lowest responsible bid is outside the budget of the County, or the County determines that it is not in the best interests of the County to award the bid, the County may decline to participate and reject bids.

The undersigned proposes to supply and deliver the services specified in full accordance with the bid requirements for the contract price specified below subject to the terms and conditions of the attached sample contract. A Consultant shall provide a bid representing the cost for the entire County.

Proposer will furnish and deliver the report specified at the following price:

Cost to value each communication tower	\$ _____
Cost to value each wireless carrier/site	\$ _____
Cost to value AM Radio Towers/Transmitters	\$ _____
Cost to value FM Radio Towers/Transmitters	\$ _____
Cost to value Television Towers/Transmitters	\$ _____
Total Cost to County	\$ _____

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

Per Hour for Report Preparation: \$ _____/hr Per Diem for Testimony: \$ _____/day

Consultant must complete the following questionnaire:


1. Has your company completed at least 10 valuations in at least 4 taxing jurisdictions of Wireless Communication Companies, Broadcast and Private Corporate Towers and associated equipment, along with all Taxable personal communication related property? _____
2. Have you provided a complete list of four client references, for whom you have provided similar valuation services within the last four (4) years? _____
3. Do you have expert testimony experience in defense of communication tower property and communication equipment valuations? _____
4. Have you had any appeals where your valuation was not upheld? _____ If yes, please explain:

5. Have you been in business for at least two (2) years? _____

I certify that I have thoroughly read this Invitation for Bid package, understand the requirements, and declare that I meet all requirements.

(Name of Company)

Date

BY:  _____

(Printed Name and Title of Signatory)

(Business Address)

(Town, State Zip)

(Telephone) (FAX)

Email Address

This bid includes addenda number(s) 1 2 3 4 (circle all that apply)

Taxpayer Identification Number (TIN) and Certification

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor

☐ Corporation

☐ Limited liability company

Circle tax classification: **D** (disregarded entity) **C** (corporation) or **P** (partnership)

☐ Partnership

☐ Other

Address (number, street, and apt. or suite no.)

City, State, and ZIP Code

Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the IRS instructions on filling out Form W-9. For other entities, it is your employer identification number (EIN).

SSN: _____

EIN: _____

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for number to be issued to me), and
2. I am not subject to backup withholding because: a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person ☒  _____

Date: _____

State of Alabama)

County of Baldwin)

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 CONSULTANT, (hereinafter referred to as "SCONSULTANT").

WITNESSETH:

Whereas,

Whereas,

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:
- 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:

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 Commission".

- 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 it full execution and commence within one (1) week from the Notice to Proceed, and shall terminate upon either the expiration of 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

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

SIGNATURE AND NOTARY PAGE TO FOLLOW

CONSULTANT:

Insert Consultant Name

_____/_____

By _____/Date

Its _____

State of _____)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that -
_____ as _____ of _____, 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 _____.

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

Notary Public
My Commission Expires