

**Baldwin County Commission**  
**Request for Proposal (RFP)**  
**Comprehensive Classification and Compensation Study**

The overall goal of this Request for Proposal (RFP) is to establish a contract to be used by the Baldwin County Commission (the County) to solicit competitive sealed proposals from qualified consultants to provide a **Comprehensive Classification and Compensation Study** for the Baldwin County Commission and Baldwin County Sheriff's Office.

The service provider will analyze and address the Commission/Sheriff's Office pay plan rules, policies, salary structure, and total compensation comparisons.

The competency, experience and background of the service providers will be considered along with the quality of the proposal in making the contract award. A proposal other than the lowest priced may be selected if the County determines, at its sole and absolute discretion, that its interests will best be served by doing so.

The County reserves, and in its sole discretion may exercise, the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the service provider does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more service providers for negotiation and to cancel this RFP with or without issuing another RFP.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.
- To request that some or all of the service providers modify proposals based upon the County's review and evaluation.
- To require a service provider to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the service provider's primary contact with further instructions should the County decide to request a presentation/demonstration.
- Baldwin County will not reimburse service providers for any cost involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.

## **I. OBJECTIVE OF THE REQUEST FOR PROPOSALS**

Baldwin County currently has two personnel systems, Commission and Sheriff's Office. The Commission currently has 664 approved positions. There are currently 173 hourly classifications with 11 pay grades, 73 salary classifications with 4 pay grades and 13 appointed classifications with 3 pay grades. The Sheriff's Office currently has 309 approved positions with 33 hourly classifications with 14 pay grades, 7 salary classifications with 6 pay grades and 8 appointed with 6 pay grades.

Using accepted professional methods and standards, the overall study shall focus upon:

- **Job Analysis/Job Evaluation**

Perform a comprehensive, valid and reliable job analysis/evaluation of each job class within Baldwin County Commission and Baldwin County Sheriff's Office to determine if the current pay grade levels for all classified and appointed positions are still appropriate. The purpose of the job evaluations is to ensure the pay structures continue to possess internal and external equity, relative worth (equal pay for equal work), and is inherently non-discriminatory. The evaluation methodology should seek to systematically analyze the duties, responsibilities, specifications, and content of each job utilizing, but not being limited to, questionnaires, interviews, and on-site observation.

- **Job Descriptions**

Prepare new written job descriptions (in Microsoft Word format) for each job class in the Commission/ Sheriff's Office. Job descriptions to include, but not limited to; job-code, FLSA designation, pay grade, job title, department/division, general statement of job, essential and non-essential duties, essential safety functions, designation of safety/non-safety sensitive, minimum training/experience, and minimum physical requirements.

- **Wage & Salary Survey(s)**

Conduct comprehensive wage and salary market survey(s) for the purpose of ensuring that the Commission/Sheriff pay plans and pay structures possess external equity and labor market competitiveness. Survey data to be collected from competing jurisdictions, as well as both public and private organizations within the competing labor market(s).

- **Pay Classification Plan**

Review and adjust the Commission /Sheriff current Pay Classification Plans, as necessary, integrating the job analysis/evaluation process and the wage and salary data, as derived from the labor market survey(s). A grade level and its associated pay range (min, mid, max) are to be provided for each position classification along with job code and FLSA designation and all supporting documentation.

- **Reports and Recommendations**

Provide the Commission /Sheriff's Office with comprehensive reports to include: The Pay Classification Plans, methodologies incorporated in the study, market surveys, anticipated costs to implement pay plans (by department and by total), recommended adjustments, options/recommendations for implementing the new pay plans, and other reports helpful for the overall understanding of the methodologies, results, implementation, and maintenance of the study.

- **Maintenance Program**

Develop a maintenance program, including estimated costs, to address the need for new job analysis/evaluation (including pay grade recommendation), creation of new job description(s), and continued maintenance of the Pay Classification Plans.

## **II. SCOPE OF PROPOSAL**

The consultant will review the Commission's and the Sheriff's Office salary structures and assist in updating information on essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position.

The consultant will provide a prioritized list of recommendations and sufficient information to support implementation, including related costs (or savings).

Compensation to be considered includes salaries and wages. The study shall include but is not limited to the following:

- Meet with Commission/Sheriff administrative officials to assure an understanding of the objectives in the project including timeframes for completion of project.
- Examination of all job descriptions to include a review of positions FLSA designations.
- Establish criteria for the selection of survey participants with Commission/Sheriff staff members; prepare/create survey, send to the agencies, and prepare an analysis based on the results.
- Submit an Action Plan to the Commission/Sheriff's Office, satisfying to both parties, for accomplishing tasks associated with the compensation and classification study. This plan should delineate the tasks necessary to complete the project along with a reasonable time table for completion.
- Meet with Commission/Sheriff's employees in several orientation sessions to describe scope of work and methodology.
- Perform job analysis/evaluation for each full-time and part-time permanent job in the Commission/Sheriff's Office, not limited to, questionnaires, interviews, and on-site observation.

- Using the job analysis/evaluation data, prepare written job descriptions for each job classification in the Commission/Sheriff's Office (Microsoft Word format). Job descriptions to include, but not limited to: job-code, FLSA designation, pay grade, job title, department/division, general statement of job, essential and non-essential duties, safety/non-safety sensitive, minimum training/experience, and minimum physical requirements.
- Conduct salary and benefit surveys among competing jurisdictions as well as public and private organizations to determine competitive wages in the appropriate labor market(s).
- Prepare and deliver presentations to the Baldwin County Commission and Sheriff's Office.
- Establish equitable salary ranges to provide for the recruitment and retention of qualified staff; equitable relationships of one job to another within the organization and address compression/equity issues between pay grades and classifications.
- Evaluate existing compensation policies and propose any recommended changes.
- Develop and recommend an implementation plan for adoption of the proposed classification plan and salary adjustments to include an estimated impact; with options for a 3-year and a 5-year implementation.
- Develop an ongoing internal maintenance of the plan.
- Provide copies of a preliminary draft report showing the findings of the study for review by management prior to the issuance of the final report(s).
- Train appropriate Human Resources staff in the job evaluation system and the administration of the pay structure.
- Present final survey to Commission/Sheriff officials at a designated time.

The County will provide the following to the selected consultant (as requested):

- All current pay plans and previous pay plans as requested
- History of salary adjustment information
- Current employee salary information with tenure information
- Personnel/position control records
- Current personnel policies

- Job descriptions
- Organizational charts
- Performance evaluation information

### **III. METHODS OF AWARD, SELECTION CRITERIA**

Based on the information presented in response to the Request for Proposal (RFP), a review of the submissions shall be accomplished by an evaluation committee. It is the intent of the Baldwin County Commission to award proposal to the most qualified service provider. Qualifications shall be evaluated based upon the following criteria:

- Service provider's qualifications, professional experience, expertise, methodology and quality of similar work that has been provided for other public-sector clients/customer.
- Qualifications of proposed personnel.
- Proposed materials and plans to accomplish tasks.
- Letters of Reference on similar work and/or sample(s) of similar work.
- Responsiveness and completeness of the written proposal to these instructions regarding the Scope of Service.
- Other relevant criteria.

### **IV. PROPOSED PLAN**

All proposals must comply with the following criteria. Proposals not meeting ALL criteria may be considered non-responsive and will be rejected.

#### **A. Statement of Interest**

To be submitted on the service provider's letterhead and include the following:

1. Concisely state the understanding of the services required by the Baldwin County Commission. The service provider may include any additional relevant information not requested elsewhere in the RFP under this tab.
2. The signature of the statement shall be that of a person authorized to represent and bind the service provider.

## **B. Implementation Approach**

Provide a concise description of the approach and process the service provider will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the service provider.

Exceptions – clearly describe any exceptions the service provider may have regarding any requirements stated in the RFP or associated addendums.

## **C. Qualifications/Experience of Key Personnel**

Provide an organizational chart and resumes for all key personnel and their office addresses. Briefly describe the education, experience and relevant abilities of key personnel and proposed subcontractors who will be responsible for project completion and identify his/her role on the team. Include information on recent, current, and projected workloads of each key personnel to demonstrate ability to meet time requirements. Identify percentage of time to be assigned full-time to this project; length of time with this service provider; past projects; project sizes; their involvement in each project; active registrations and certifications held; other experiences relevant to this project.

## **D. Similar Projects/Customer References**

Major consideration will be given to those service providers with previous experience on similar projects. List projects which best illustrate the experience of your service provider and current staff which will be assigned to this project. List five (5) verifiable projects within the last three (3) years your service provider has accomplished for other public section organizations in the State of Alabama; County entities preferred. Examples should best illustrate current qualifications relevant to this project. Include details such as: name and location of project; service provider's responsibility on the project; project owner's representative name and contact information; date project was completed; and size of project.

## **E. Pricing Information**

Completed and provide with attached bid form.

## **F. List of Consultants and/or Other Outside Subcontractors**

Name any consultants, or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your service provider and their related experience. List projects on which your service provider has worked with the person/service provider in the past.

## **V. PROPOSAL SUBMISSION**

**Three (3) original paper copies** of the proposal must be received by the County prior to \_\_\_\_\_ (Central Standard Time) on \_\_\_\_\_. All copies of the proposals must be under sealed cover and plainly marked. **No emailed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director  
312 Courthouse Square, Suite 15 (mailing address)  
257 Courthouse Square (physical address)  
Bay Minette, AL 36507  
251.580.2520

## **VI. INQUIRES AND QUESTIONS**

Inquires or questions should be submitted by email only to Wanda Gautney, Purchasing Director, [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than \_\_\_\_\_. All inquiries or questions should be consolidated by each service provider and submitted prior to the \_\_\_\_\_, deadline. All questions that are submitted will be answered and posted to the County website by \_\_\_\_\_.

## **VII. PRIME SERVICE PROVIDER RESPONSIBILITIES**

Service provider will assume responsibility for delivery of services and application performance, regardless whether or not the Service provider subcontracts any of these items and services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

## **VIII. INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent allowed by law, the contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

## **IX. SERVICE PROVIDER QUALIFICATIONS**

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

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

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

## **X. SERVICE TEST PERIOD**

If the service provider has not previously performed the services to the County, the County reserves the right to require a test period to determine if the Service provider can perform in accordance with the requirements of the contract, and to the County's satisfaction. Such test period may be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the County's decision to continue with the service provider or to select another service provider.

## **XI. SERVICE PROVIDERS INSURANCE PROVISIONS**

The service provider shall not commence work under this contract until all the required insurance has been obtained by service provider and approved by the County. Nor shall the service provider allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, 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,



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/in/on any property, site, location, vessel, or equipment. *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 a thirty (30) day 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 the service 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 any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

## **XII. CANCELLATION CLAUSE**

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

## **XIII. COMPLETION TIME AND LIQUIDATED DAMAGES**

Work shall begin within twenty (20) days after award of Contract.  
Project must be completed within **six (6) months** from the Notice to Proceed.

## **RFP Vendor Proposal Response Form**

Date: \_\_\_\_\_

Out of State        Yes or        No If yes,                       
Registration Number

Company Name: \_\_\_\_\_

Name of Company Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contract Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Printed name & title of person submitting proposal

\_\_\_\_\_  
Signature of person submitting proposal

**Total Project Cost: \$** \_\_\_\_\_

**Completion Time:** \_\_\_\_\_

**“Attach project cost breakdown and time schedule to this form”**

State of Alabama)

County of Baldwin)

### **CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and PROVIDER, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas,**

**Whereas,**

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

I. Definitions. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER.

PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Comprehensive Classification and Compensation Study for the Baldwin County Commission”.**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar

providers under similar circumstances at the time the services are performed.

XVII. 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.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$ \_\_\_\_\_.  
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. 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.

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution and the same shall terminate upon both the expiration of six (6) months or either by giving thirty (30) days written notice of such to the other party. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties 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. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- 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, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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 AND SIGNATURE PAGE 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 Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**PROVIDER:**

*Insert Provider 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