

## **BID # WG19-49 SPECIFICATIONS**

### **PROJECT SUMMARY**

The purpose of this Invitation to Bid (ITB) is to provide an Audio/Video System in the Baldwin County Courthouse located in Bay Minette, Alabama. The successful bidder will be responsible for delivering a turn-key solution that will consist of design, installation, equipment, labor, materials, training, and one year on site maintenance.

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working system(s) shall be furnished. All equipment must be current models and versions.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

If a "or equal" item is bid, it will be Bidders responsibility to prove that "or equal" item is in fact equal. Specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.

### **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

### **INTENT TO AWARD TO ONE BIDDER**

It is the County's intent to award to one Bidder. The County may award the bid in whole or in parts.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

### **BIDDERS QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, 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 and to furnish all materials contemplated therein. Conditional bids will not be accepted.

**“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”**

### **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **PERFORMANCE BOND**

A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. Proof of bonding ability for this project must be

submitted with bid. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.**

#### **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

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

#### **COMPENSATION INSURANCE**

The Contractor 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 on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly 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 on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor 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.

#### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

#### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

#### **HOLD HARMLESS PROVISION**

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.

#### **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractor to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, 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.

#### **GENERAL ROOM LAYOUT AND DETAILS**

Bidders will have the opportunity to view the facility at the Pre-Bid Meeting. There are existing conduits to many of the locations which will be reviewed in detail at the mandatory pre-bid meeting.

#### **WARRANTY / MAINTENANCE**

The successful bidder will be required to furnish one year of onsite Warranty/Maintenance to include materials and labor for all items and work performed under this Bid. Response time must be a minimum of next business day service.

#### **DOCUMENTATION**

After installation, the successful bidder will be required to furnish all documentation, manuals, and other printed matter relating to the operation and maintenance of the equipment. Additionally, they will be required to furnish a schematic of the system and components as installed.

#### **TRAINING**

After installation, the successful bidder will be required to furnish a training class for County Staff on all user aspects of the system installed.

#### **DELIVERY/ SHIPPING COST**

The successful bidder will be responsible for ordering, shipping, delivery, and receiving of all equipment and materials to the project site. The price bid shall include all shipping costs.

#### **TIME OF COMPLETION**

This entire project must be completed within forty-five (45) days of notification to proceed.

#### **SCOPE OF WORK**

The Audio/Visual design for the courtrooms will provide state of the art technology that will facilitate legal hearings in a Courtroom environment. The design consists of strategically located displays for the Judge, Witness, Jury and audience with a distributed ceiling speaker system to support both program and voice audio in the space. A portable equipment cart, small equipment rack, and portable display cart will provide storage for all user and non-user type equipment. The system is designed around digital media and digital media transport to ensure compatibility with future computer, laptop and other digital sources. There are twelve courtrooms which are included in this Bid. Bay Minette, AL Courtrooms #2, #3, #4, #5, #7 and #6(prewire only) are all very similar in size and functional needs. Courtroom #1 and #8 are a much larger room and therefore has additional requirements which are listed and denoted. Satellite Courthouses in Foley and Fairhope, AL both have District and Circuit courtrooms of similar size and needs which are listed and denoted.

This project includes modernizing and integrating new technology systems in courtrooms and juror deliberation rooms, located in Baldwin County courthouses. The project also includes the renovation of the audiovisual systems and removal of existing audiovisual equipment, the installation of new equipment and cabling, programming of control systems, configuration and programming of digital signal processing systems, testing and recalibration of the installed

systems, and maintenance and support of the updated systems. The project also includes integration into existing Cisco Telepresence system in all courtrooms.

All functionality of the existing system shall be maintained, whether explicitly stated in this document or not. The vendor will supply and install a turnkey audiovisual system to include all equipment and materials, whether specifically mentioned herein or not, to ensure a complete and operating system that provides audio and video. The project encompasses installation and upgrade of audio/visual systems in twelve courtrooms located in three separate Courthouses. Courtroom #6, located in Bay Minette, will be prewired only.

### **System Requirements:**

The system shall be fully integrated and include the following:

### **Functional Requirements for each Courtroom:**

#### **Court Reporter Location**

The following components must be provided and installed on the ledge of the Court Reporter Area, in the blank outlet boxes of the Court Reporter Area, and/or in a portable equipment cart as appropriate in each specific courtroom:

- 1) Digital connection for Laptop Computer to support:
  - a) Dual Mode Display Port
  - b) HDMI (High-Definition Multimedia Interface)
- 2) HD(High-Definition) Digital Document Camera with HDMI Output
  - a) Must have easy to access and use image rotation function allowing 90°, 180°, and 270° rotation.
- 3) Auxiliary Audio and Video Inputs
- 4) Portable Equipment Cart (as Required in each Courtroom)
  - a) Options for color and finish to best match each Courtroom must be provided to the Owner for final approval before Carts are ordered.

#### **Judge Location**

- 1) LED Display with Stand/Mount which allows adjustable viewing during use and to fold down flat for an unobstructed view of Courtroom proceedings when the display is not in use.
  - a) Judge must have the ability to preview all material before it is displayed to the jury/audience/witness independently.
- 2) Digital Interfaces as required
- 3) Hardwired Desktop Microphone with PTT Touch Control & LED Status
- 4) An adjustable personal speaker for audio reinforcement
- 5) Barco #R9861008NA (or Equal) CSC ClickShare 4 Channel with 4-Buttons and Tray
- 6) 12-inch iPad with docking station to be used as system control panel
  - a) Mute all displays.
  - b) On/Off functions of the LCD Projector and LED Monitors
  - c) Independent microphone muting capability as well as “mute all” function.
  - d) Audio volume levels and microphone volume levels.
  - e) Document Camera On/Off, zoom, and focus.

- f) All necessary signal switching of matrix switcher for routing of signals to desired displays
- g) Courtroom ADA Compliant Listening System with minimum of four receivers per courtroom

### **Witness Location**

- 1) LED Display with Stand/Mount which allows adjustable viewing during use and to fold down flat for an unobstructed view of Courtroom proceedings when the display is not in use.
- 2) Digital Interfaces as required
- 3) Hardwired Desktop Microphone with No PTT Touch Control (to be controlled by the Judge)
- 4) Ability for witness to mark locations on all displays as once

### **Jury Area**

- 1) Two Ceiling Mounted 55" Commercial grade HD LED Displays
- 2) Digital Interfaces as required

### **Jury Deliberation Area (independent of system)**

- 1) Wall mounted 55" Commercial grade HD LED Display
- 2) Digital Interfaces as required to connect multiple media devices (ex. Laptop, DVD player, etc.)

### **Audience Area (Courtroom #1 & #8 only)**

- 1) Two Ceiling Mounted 55" Commercial grade HD LED Displays
- 2) Digital Interfaces as required

### **Counsel Tables**

- 1) Digital connection for a Laptop Computer at each of the Two Counsel Tables to support:
  - a) Dual Mode Display Port
  - b) HDMI
- 2) Digital Interfaces as required at each of the Two Counsel Tables.
- 3) Provide a Video Output prewired and programmed at each of the Two Counsel Tables to support a HD LED Display.

### **Podium**

- 1) Provide Wireless Gooseneck Microphone with rechargeable battery

### **Ceiling Mount Projector**

- 1) Provide a ceiling mount projector in each Courtroom as needed
- 2) Digital Interfaces as required

### **Judge Assistant**

- 1) Three additional 12-inch iPad for courtroom operations

### **Systems Requirements**

- 1) All courtrooms in each physical location should be independently controlled on a single master AMX by Harman system (or equal).
- 2) Courtroom control should be assigned by Judge and Courtroom number independently.
  - a) The control system will provide an intuitive interface for the Judge. The Judge will have capability to preview, cue, and view all sources. This panel will provide the Judge with full control over the entire A/V system as previously described above. The interface design/programming must be as uniform as possible for all the Courtrooms to facilitate intuitive use should a Judge move from one Courtroom to another without requiring additional training or programming. All control panel layouts, program schema and requirements must be coordinated with the owner prior to testing and commissioning
- 3) Administrator account should have ability to control all courtrooms remotely
- 4) Voice and program audio support for the courtroom consists of a variety of microphones, microphone technologies, distributed ceiling speakers and Assistive Listening Devices for the hearing impaired.
- 5) The Judge's voice will be supported by a desktop microphone that has a Touch sensitive membrane to allow the judge to mute and activate his microphone as required during a court hearing. The microphone will have visual LED status to indicate whether his microphone is active or muted. The judge will also have the ability to raise or lower volume levels as well as muting all microphones if required.
- 6) The Witness's voice will be supported by a similar style desktop microphone as the Judge with the exception that control of this microphone will not be possible by the Witness. The microphone can be activated or muted from the control panel by the Judge.
- 7) One optional handheld wireless microphone is to be designed, wired for, and programmed into the system so that they can be easily connected as required in courtroom # 1 and #8. The microphones can be activated or muted from the control panel by the Judge. We anticipate having a couple of these that can be used as floaters between the courtrooms as required.
- 8) All labor associated with design, planning, project management, installation, onsite-training, etc. to complete the installation.

**BID # WG19-49 RESPONSE FORM**

Audio/Video Systems in the Courtrooms located in the Baldwin County Courthouse, Fairhope  
Satellite Courthouse and Foley Satellite Courthouse

Page 1 of 2

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

Company Rep \_\_\_\_\_

(Rep. Name Typed or Printed)

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

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

Fax: \_\_\_\_\_

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

Financing through another agency beside yourself \_\_\_\_\_ or   x    
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response  
from.

\_\_\_\_\_  
Financing Agency Authorized Signature

Contractor's License Number \_\_\_\_\_  
(License Issued by the Alabama State Licensing Board for General Contractors)

**“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE  
CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”**

Brochures showing the equipment offered, Authorized Service Dealer (ASD) certificate  
and two examples with references of similar projects that have been satisfactorily  
completed in the last two years, shall be attached to this Response Form.

**BID # WG19-49 RESPONSE FORM**

Audio/Video Systems in the Courtrooms located in the Baldwin County Courthouse, Fairhope  
Satellite Courthouse and Foley Satellite Courthouse

Page 2 of 2

**Bay Minette Courthouse**

**Model of Equipment:** \_\_\_\_\_

**Master Site Equipment Price** \$ \_\_\_\_\_

**Courtroom #1 Price** \$ \_\_\_\_\_

**Courtroom #2 Price** \$ \_\_\_\_\_

**Courtroom #3 Price** \$ \_\_\_\_\_

**Courtroom #4 Price** \$ \_\_\_\_\_

**Courtroom #5 Price** \$ \_\_\_\_\_

**Courtroom #6 Price** \$ \_\_\_\_\_

**Courtroom #7 Price** \$ \_\_\_\_\_

**Courtroom #8 Price** \$ \_\_\_\_\_

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

**Fairhope District Courtroom Price** \$ \_\_\_\_\_

**Model of Equipment:** \_\_\_\_\_

**Fairhope Circuit Courtroom Price** \$ \_\_\_\_\_

**Model of Equipment:** \_\_\_\_\_

**Foley District Courtroom Price** \$ \_\_\_\_\_

**Model of Equipment:** \_\_\_\_\_

**Foley Circuit Courtroom Price** \$ \_\_\_\_\_

**Model of Equipment:** \_\_\_\_\_

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



State of Alabama            )  
County of Baldwin        )

## CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** 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 \_\_\_\_\_, (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 **“Competitive Bid #WG19-49”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG19-49 – Purchase and Installation of Audio/Video Systems in the Courtrooms located in the Baldwin County Courthouse, Fairhope Satellite Courthouse and Foley Satellite Courthouse for the Baldwin County Commission”.**

PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

- A. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- B. 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 ten (10) 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 paid \$\_\_\_\_\_. 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 and commence immediately upon the same date as its full execution, and shall terminate upon

either the expiration of not more than **forty-five (45) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

- 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:

\_\_\_\_\_  
CHARLES F. GRUBER / Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS / Date  
County/Administrator

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 \_\_\_\_\_, 2019.

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

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

**PROVIDER:**

*Insert Providers 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 \_\_\_\_\_, 2019.

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