

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between the Baldwin County Commission (hereinafter referred to as the "County"), and Sain Associates Inc., an Alabama corporation (hereinafter referred to as "Sain").

WHEREAS the County desires to engage a qualified and experienced consultant to support staff of the Eastern Shore Metropolitan Planning Organization (hereinafter referred to as the "Eastern Shore MPO") with travel demand modeling as needed; and

WHEREAS, Sain has represented to the County that it is experienced and qualified to perform such services, and the County has relied upon such representation.

NOW, THEREFORE, the County and Sain, in consideration of the mutual promises and obligations contained herein and under the conditions set forth, the receipt and sufficiency of which are hereby acknowledged, do agree as follows:

SECTION 1 – Employment of Sain

1.1 Sain agrees to perform services as requested by the County and by staff of the Eastern Shore MPO.

SECTION 2 – Scope of Services

2.1 If authorized in writing by the county, Sain shall furnish travel demand modeling/transportation planning services covered by this agreement, including:

- Increasing geographic coverage of model
- Model updating to current year/new horizon year
- Demographic file updates
- Roadway network updates
- Evaluating new roadways and developments

2.2 Failure of Sain to secure written approval from the County prior to furnishing any additional services shall relieve the County of any financial obligation to pay for such services.

SECTION 3 – Period of Services

3.1 This Agreement shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the earlier of (i) the expiration of thirty-six (36) months or (ii) a written notification of termination as set forth below. Provided, however, that any scope of work agreement properly executed within the term of this Contract shall remain valid and effective pursuant to the terms of such scope of work agreement if the time for performance of such scope of work agreement does not exceed thirty-six (36) months and so long as such scope of work agreement is not otherwise terminated by either party as provided for herein.

SECTION 4 – Compensation for Sain Services

- 4.1 The County shall pay Sain on the basis of the work completed. Sain shall be paid on an hourly basis at an hourly, fully multiplied rate in accordance with the attached bill rate schedule.
- 4.2 Direct expenses related to the project will be charged to the project based on the total actual cost of the direct expense, with no markup. Eligible expenses include but are not necessarily limited to: reproduction of documents and other materials, and travel to and from meetings approved by Eastern Shore MPO staff.
- 4.3 Contracted fees shall be billed per invoices submitted by Sain.
- 4.4 Sain shall be compensated in monthly installments as work is completed under terms of this Agreement, subject to approval by the County of a progress report and invoice payment request from Sain specifying that Sain is entitled to receive the amount requisitioned. It is agreed that monthly progress payments for fees earned under this Agreement are due and payable to Sain within thirty (30) days of submission by Sain of invoices approved by the County. If the County disputes any or all portion of an invoice, the County shall so notify Sain within seven (7) calendar days following receipt of said invoice, identify the basis of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payments will be made in the amount earned, less any previous partial payments.
- 4.5 The County may terminate this Agreement in part or in whole upon seven (7) days written notice to Sain. In the event of such termination by the County, Sain shall be entitled to compensation for approved and completed services provided under this Agreement up to the date of termination. In the event of termination, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by Sain under this Agreement shall become the property of the Eastern Shore MPO.

SECTION 5 – General Conditions

- 5.1 Sain shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of work by the County will not relieve Sain of the responsibility for subsequent correction of any errors and the clarification of any ambiguities. This is limited to what is the accepted professional practice at the time of the delivery of the work product.
- 5.2 Sain shall comply with the relevant requirements of all Federal and State laws. Sain warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Sain, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Sain, any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from making of this Agreement.
- 5.3 Sain shall not employ any person or persons in the employ of the County for any work required by the terms of this Agreement, without the written permission of the County except as may otherwise be provided for herein.

- 5.4 Sain shall not subcontract any portion of the work or services to be performed under this contract without the prior approval of the County.
- 5.5 Authorized representatives of the County may, at all reasonable times, review and inspect the Project activities and data collected under this Agreement and extensions thereto.
All reports, electronic files, studies, specifications, estimates, maps, and computations prepared by Sain shall be available for review to authorized representatives of the County.
- 5.6 To the fullest extent allowed by law, Sain and County agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Sain and the County. They shall be borne by each party in proportion to its negligence.
- 5.7 This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.
- 5.8 Sain shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$1,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$1,000,000.00 combined single limit, (c) Umbrella Liability insurance of not less than \$5,000,000.00, (d) Workers' Compensation insurance meeting or exceeding the statutory requirements. And (e) Errors and Omissions insurance of not less than \$1,000,000.00. A Certificate of Insurance confirming such insurance and limits will be provided to the County upon request. Sain shall cause insurer to furnish to County future certificate(s) evidencing the insurance described herein at any time upon request. Sain will provide County with no less than thirty (30) days-notice of any material change, notice of non-renewal or cancellation.
- 5.9 Upon completion of all terms of this Agreement, all documents, reports, maps, non-proprietary electronic files, data, and studies prepared by Sain pursuant thereto shall become the property of the County.
- 5.10 If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 5.11 This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in Sain on behalf of the County. The parties hereby acknowledge and covenant that Sain is an independent contractor and will act exclusively as an independent contractor and not as an employee of the County in performing the duties hereunder.

The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The County will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Sain. All such taxes, if due, are the responsibilities of Sain and will not be charged to the County.

Sain agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the County, for work done in relation to this Agreement.

- 5.12 The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
- 5.13 All notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the addresses set forth below. Notice shall be deemed to be served upon deposit in an office of the United States Postal Service, or successor governmental agency, registered or certified mail, return receipt requested, or upon receipt by a reputable overnight courier service (such as Federal Express), receipt requested.

If to Sain: Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham, AL 35243

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

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

COUNTY

ATTEST:

_____/_____
JAMES E. BALL /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 James E. Ball, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are known to me, acknowledged before me on this day that, being informed of the contents of this Contract, they, as such officers and with full authority, executed same voluntarily on behalf of said Commission.

Given under my hand and official seal, this the ___ day of _____, 2021.

Notary Public

My Commission Expires: _____

SAIN ASSOCIATES, INC.

BY: _____/
AS ITS: _____ /Date

State of Alabama)
County of Baldwin)

I, _____, Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Sain Associates, Inc., a _____, is known to me, acknowledged before me on this day that being informed of the contents of this Contract, he/she, as such officer and with full authority, executed same voluntarily on behalf of said _____.

Given under my hand and official seal, this the ___ day of _____, 2021.

Notary Public

My Commission Expires: _____

Bill Rate Schedule

Rates:

Principal	\$180.00 - \$250.00 per Hour
Engineer/Planner	\$98.00 - \$144.00 per Hour
Senior Engineer.....	\$150.00 - \$200.00 per Hour
GIS Professional	\$120.00 - \$133.00 per Hour
Designer.....	\$87.00 - \$122.00 per Hour
Surveyor.....	\$93.00 - \$130.00 per Hour
Survey Crew (1-Person).....	\$90.00 per Hour
Survey Crew (1-Person + Robot)	\$140.00 per Hour
Survey Crew (2-Person).....	\$160.00 per Hour
Survey Crew (3-Person).....	\$195.00 per Hour
Survey Per Diem	\$150.00 per person per Night
Administrative Support	\$60.00 - \$75.00 per Hour