

# **REQUEST FOR PROPOSALS FOR “MASTER PLAN” FOR THE BALDWIN COUNTY COMMISSION**

## **Scope of Work**

Respondents are asked to develop a proposed scope of work for the Master Plan, which can be organized in any structure considered appropriate by the lead firm. Enough information should be provided to understand the major components and sequence of events for the project, along with narrative that describes the general approach or strategy proposed to complete the project successfully.

The Baldwin County Commission desires a concise, user-friendly Master Plan (with a 10-year horizon) that can be used to guide zoning decisions for zoned areas based on land use sectors designated for infill growth, intended growth, limited growth, rural use, and special use.

## **Background**

Baldwin County is a coastal county on the Alabama Gulf Coast. The geography of the County includes beaches, bays, rivers, urban and rural areas. The permanent population as of 2018 is estimated to be 218,000 people. The County has a large tourism industry which pushes the functional population well above permanent population. The County also contains a unique history and culture reflected in its many communities.

Baldwin County’s Planning and Zoning authority is derived through Alabama Local Act 91-719, codified in the Code of Alabama in Title 45, Article 26. Part 2. Planning and zoning activities are implemented through a geographic planning district approach. Each planning district is a specifically defined geographic area. Citizens within a community may petition the County to hold a referendum to create a new zoned district. Not all planning districts are currently under the County’s planning and zoning authority. To date, Baldwin County has 455 square miles (excluding the 14 municipalities) of land area that have implemented planning and zoning.

In addition, Baldwin County contains 14 municipalities and several unincorporated communities. Each town or city is authorized by the Alabama Law to exercise an extraterritorial planning jurisdiction outside their corporate limits. For those planning districts, which have implemented zoning, and which are adjacent to a municipality, close coordination is desired between the County development vision and the municipalities. It is expected that this coordination will include, but not be limited to, review of the municipalities long range plans for the affected areas, visioning sessions, public engagement, or similar activities to solicit input. Baldwin County Planning and Zoning staff will coordinate and manage all public outreach, but the consultant will be responsible for outlining the appropriate public outreach for the plan development and making a consultant representative available for public outreach events.

The outline below suggests elements that the County would like to see incorporated in the Master Plan:

## **Objectives**

Due the unique approach to planning and zoning in Baldwin County, this request for proposals seeks a bifurcated method in the development of a new Master Plan for the County. In the areas where planning and zoning has been implemented (see planning district map attached), a sector planning approach for each district or combination of contiguous districts is desired. For all areas, **not** currently subject to planning and zoning, the creation of development principles and best practices, including illustrations, is needed to guide the implementation of planning and zoning, if or when, the unzoned planning districts petition to implement planning and zoning.

For both planning tasks, the core principles are:

1. Creation of high-quality communities of a design that promote travel by car, transit, bicycling and walking.
2. Enhance economic growth and job creation.
3. Limit urban sprawl.
4. Provide a diversity of housing types located appropriately within proper sectors.
5. Protect wildlife and natural areas.
6. Identification of specific procedures to facilitate intergovernmental coordination to address extra-jurisdictional impacts of growth.
7. A predictable, consistent and fair development process where the outcome matches the expectation.

## **Approach**

The County seeks a Master Plan approach for the planning districts currently subject to planning and zoning that includes maps, illustrations, and text. The plan approach should utilize land use sectors, or similar approach, for:

1. Infill growth for developed areas, including infill criteria.
2. Intended growth sectors for areas that contain infrastructure to support substantial growth.
3. Limited growth sectors for areas with limited infrastructure but subject to growth.
4. Rural sectors for open space areas or sparsely populated areas.
5. Special districts for industrial or other unique development issues.

In conjunction with these sectors, locational criteria should be developed for land use and densities. Intensities of use, for various uses, should be included to aid effective decision making. The important development concepts which should also be addressed are connectivity, walkable communities, mixed uses, limiting sprawl, traditional town planning, place making concepts, and enhancement and preservation of community identity.

In addition to the general items above, the Master Plan shall include the following:

1. An implementation guide for Planning and Zoning staff to properly apply the Master Plan to rezoning requests, including additional questions to be used in evaluating the eleven factors enumerated in Section 19.6 of the Zoning Ordinance.

2. A succinct guide to changing sector designations as conditions change.
3. A succinct guide to establishing sector designations for newly zoned areas.
4. A high-level review of the current zoning ordinances with recommended changes.

### **Work Plan/Schedule**

The consultant should submit a work plan and schedule outlining key points and timeframes of the plan development including public outreach efforts. Baldwin County Planning and Zoning staff will coordinate and manage all public outreach, but the consultant will be responsible for outlining the appropriate public outreach for the plan development and making a consultant representative available for public outreach events.

### **Progress Reports**

The consultant will be expected to submit progress reports every other week via e-mail or conference call outlining the following subjects: Recently Performed Work; Upcoming Tasks; Upcoming Milestones; Scope and Schedule Issues; and issues to be aware of.

### **Team Members/Sub-consultants**

The consultant shall provide descriptions of who specifically from the Consultant's team will be working on this project as well as any subcontractors who will be responsible for specific tasks.

This consultant shall provide specific information on the skill set of the individuals with regard to their areas of responsibility in relation to this project and specific evidence of relevant experience. An organizational chart should be included as well as resumes for everyone.

### **Deliverables**

1. Provide one (1) PDF version of all preliminary and final drafts of reports related to the Plan, including reports or summaries of community outreach efforts.
2. Provide one (1) PDF copy along with digital, editable, working and printable copies of all final documents including reports, maps, and final plan.

### **Format for Response to Request for Proposals (RFP)**

The response to the "Request for Proposals" must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2" X 11" sheets (fold outs are acceptable for charts, etc.) and type size must be large enough to be easily legible (shall not be smaller than 10 point).

- A. Five (5) complete copies should be submitted no later than **2:00 P.M. CST** on **Tuesday, May 4, 2021** to the contact person listed below.  
**FAX OR E-MAIL SUBMITTALS WILL NOT BE ACCEPTED.**

Wanda Gautney, Purchasing Director  
Baldwin County Commission

Mailing Address: 312 Courthouse Square, Suite 15  
Physical Address: 257 Hand Avenue  
Bay Minette, Alabama 36507  
Email: [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)

This person will serve as the County's contact for this Master Plan. Any questions, inquiries and matters of coordination regarding this RFP must be submitted by e-mailed to the contact above.

B. Mandatory Content and Sequence of Submittals:

1. Cover Letter.

Section 1 shall be a maximum two-page "Cover Letter" and introduction and shall include the name and address of the organization submitting the proposal, together with the name, address, telephone and fax numbers, and email address of the contact person who will be authorized to make representation for the organization.

2. Table of Contents.

Section 2 shall be a detailed "Table of Contents" and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Consultant Qualifications.

Section 3 shall be entitled "Consultant Qualifications" and shall include a description of the consultant firm's resources, experiences and capabilities as they relate to appropriate Master Plans and like studies, as well as resumes of the staff to be assigned to this project. Submit in the order identified below:

- a. Background and Experience. In this section, describe your firm's background and its organizational structure. Describe the roles and background of the team leader and key team members. Describe capabilities specific to the scope of work within this RFP.
- b. Consultants. Describe the background and qualifications for each of the consultants your firm would use in meeting the above capabilities and in preparing this Master Plan.
- c. Scheduling. Delineate the Master Plan development schedule you propose.

4. Description of Analysis.

Section 4 shall be entitled “Description of Analysis” and will describe the methodology that you will utilize to provide the analysis requested in this Request for Proposals, taking care to account for the possible changes in scope and methodology mentioned in the last paragraph under Scope of Services, above.

5. Workplan & Schedule.

Section 5 shall be entitled “Workplan” and will outline how the consultant’s team intends to prepare and complete the Master Plan.

6. Cost Proposal.

Section 6 shall be entitled “Cost Proposal” and shall provide a breakdown of costs by hour and by task contained in the Workplan in Section 5. Provide a total “not to exceed” amount inclusive of ancillary costs, such as copying, travel, phone, etc.

7. Experience Summary.

Section 7 shall be entitled “Experience Summary” and shall briefly describe knowledge and experience in conducting Master Plans and like studies for other agencies, along with a discussion comparing similarities with this project. Include professional references, including names and telephone numbers for each sample project.

8. Additional Data (this section shall be limited to two pages).

Section 8 shall be entitled “Additional Data” and shall include any other data the consultant deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Sections 1 thru 7.

If there is no additional data, this section will consist of the statement, “We wish to present no additional data.”

**Selection Process**

The selection committee shall be comprised of representatives from the Baldwin County Commission and its representatives. Evaluations of all qualification statements, workplans and cost proposals will consist of two levels of review. Level I will consist of evaluating the proposals for purposes of establishing a shortlist. Level II will be used to select the finalists, proposal fact-finding, and negotiation of contract terms and conditions.

**County Notices**

Any questions related to this RFP are to be directed by email to the County's contact person identified herein.

All consultant firms responding to this RFP should note the following:

- A. All work performed in Baldwin County, including all documents associated with the project, and shall become the exclusive property of the Baldwin County Commission.
- B. The Baldwin County Commission reserves the right to:
  - 1. Reject and or all submittals.
  - 2. Request clarification of any submitted information.
  - 3. Waive any informalities or irregularities in any qualification statement.
  - 4. Not enter into any agreement.
  - 5. Not select any consultant.
  - 6. Cancel this process at any time.
  - 7. Amend this process at any time.
  - 8. Interview consultants prior to award.
  - 9. Issue similar RFPs or RFQs in the future.
  - 10. Request additional information during the interview.
- C. The selected consultant is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from preparation of this RFP and participation in the selection process incurred by any consultant firm shall be borne by the firm without reimbursements by the Baldwin County Commission.

**Prime Service Provider Responsibilities**

Service provider will assume responsibility for delivery of services and application performance, regardless of whether or not the Service provider subcontracts any of these 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.

### **Hold Harmless Provision**

The service provider shall at all times indemnify and hold harmless the County and its departments, their County Commissioners, 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 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 suit arising from any such cause.

### **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 the fact that 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 the 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 vendors 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.**

### **General Submission Information**

Baldwin County intends to award a contract to a qualified consultant for the services. The proposal should address the Consultant's capabilities for performing all aspects of the project development process while presenting specific project information and substantiating the Consultant's methodologies and approach for completing the work requested.

### **Preparation Cost**

The County shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of

proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

### **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.



Vendor Proposal Response Form

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

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

Company Submitting Proposal: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Office Telephone: \_\_\_\_\_

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

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

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

State of Alabama)

County of Baldwin)

## CONTRACT FOR PROFESSIONAL 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 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 Mater Plan 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, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. 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:

\_\_\_\_\_  
JOE DAVIS, III / 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, Joe Davis, III, 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 \_\_\_\_\_, 2021.

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

**SIGNATURE & NOTARY PAGE TO FOLLOW:**

**PROVIDER:**



*Insert Provider Name*

\_\_\_\_\_ / \_\_\_\_\_

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

State of Alabama )

County of Baldwin )

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 \_\_\_\_\_, 2021.

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