

State of Alabama)

County of Baldwin)

## CONTRACT FOR PROFESSIONAL AND 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 **Bagby & Russell Electric Co., Inc.**, hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, the Baldwin County Commission during its September 22, 2020, regular meeting, and consistent with applicable Alabama law, related to, and consistent with, the Declaration of State and Local Emergency declared on September 14, 2020, declared an emergency let contract, without public advertisement, to the extent as authorized by Code Section 41-16-53 of the Code of Alabama 1975 and without limitation, to mitigate the excessive damage from Hurricane Sally presenting public safety concerns for the traveling public and residents in the area; and

**Whereas**, PROVIDER presented the most advantageous bid to the COUNTY, and therefore the COUNTY wishes to retain PROVIDER, to provide those services hereinafter set out under the following terms and conditions.

**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: Bagby & Russell Electric Co., Inc.

**II. Obligations Generally**. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction 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 Contract 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 necessary equipment,

resources and 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 whether or not said law or regulation is mentioned herein. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal 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:                    Bagby & Russell Electric Co., Inc.  
                                          ATTN: Mat Mathews  
                                          5500 Plantation Road  
                                          Theodore, AL 36582

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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 #WG20-53**", the same being expressly incorporated herein by reference, and without limitation will encompass:

**"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-53 named, the Emergency Repairs for Roadway Lighting, Traffic Signal and Traffic Detection Equipment for the Baldwin County Commission".**

A. 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.

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 may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the PROVIDER. 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid per "**ATTACHMENT A**". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** 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 the Provider shall have no more than **sixty (60) calendar days** after the notification to proceed is given to complete the work. The Contract can be terminated upon a written notification thereof received by

either party within the required thirty (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 of 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 and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by 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 or termination 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 workers 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  
Billie Jo Underwood 10/13/20  
BILLIE JO UNDERWOOD, Chairman /Date

ATTEST:  
Wayne Dyess 10/13/20  
WAYNE DYESS /Date  
County Administrator

State of Alabama)

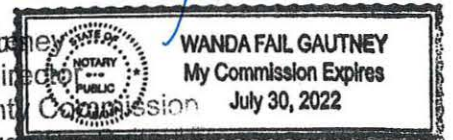
County of Baldwin)

I, Wanda Fail Gautney Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, 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 seal on this the 13<sup>th</sup> day of October, 2020.

Wanda Fail Gautney  
Notary Public

My Commission Expires  
Purchasing Director  
Baldwin County Commission  
Courthouse Sq. Suite 10  
Bay Minette, AL 36507



**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

**Bagby & Russell Electric Co., Inc.**

Albert Henley / 10-6-20  
By Albert Henley /Date  
Its Vice President

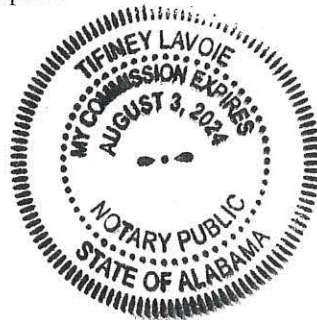
State of Alabama)

County of Mobile )

I, Tifney Lavoie, Notary Public in and for said County and State, hereby certify that Albert Henley as Vice President of Bagby & Russell Electric Co., Inc., 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 Bagby & Russell Electric Co., Inc.

GIVEN under my hand and seal on this the 6 day of October, 2020.

Tifney Lavoie  
Notary Public  
My Commission Expires



**"ATTACHMENT A"**

Emergency Repairs for Roadway Lighting, Traffic Signal and Traffic Detection Equipment

Date: 9/24/2020

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

Company Name: Bagby & Russell Electric Co., Inc.

Address: 5500 Plantation Road  
Theodore, AL 36582

Phone: 251-214-4107

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

Rep. Name: Mat Mathews

Signature: Mat Mathews

Email: MM.BAGRUSDOT@OUTLOOK.COM

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

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

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



## ITEMS TO BID

The following items will be for maintenance service, repair, and/or installation only. Baldwin County will supply the materials / parts as shown in the item description except as described above.

The unit cost per item shall include all labor, equipment, delivery of item(s) to the project, minor materials required to install the item, and all required traffic control devices (as per the M.U.C.T.D.) for work zones inside the rights-of-way.

Should an item below no longer be produced by a supplier, an approved equal can be approved by Baldwin County to be paid for at the same unit price of said item. The Contractor shall notify the County immediately should this occur as well as provide the necessary information required to assist the County in making this determination.

### Roadway Lighting/ Electrical Parts

Item#	Item Description (Item Supplied by County)	Unit Cost
1.	Ballast Kit / Driver	<u>125.<sup>00</sup></u> each
2.	HPS Lamp	<u>125.<sup>00</sup></u> each
3.	HPS Fixture (arm mounted luminaire)	<u>125.<sup>00</sup></u> each
4.	LED Fixture (arm mounted luminaire)	<u>125.<sup>00</sup></u> each
5.	Mounting Luminaire Arm to Metal Pole	<u>650.<sup>00</sup></u> each
6.	Mounting Luminaire Arm to Wood Pole	<u>650.<sup>00</sup></u> each
7.	Pole Base Fuse	<u>20.<sup>00</sup></u> each
8.	Surge Arrester or Fuse Holder	<u>20.<sup>00</sup></u> each
9.	Replacement Tray Cable	<u>125.<sup>00</sup></u> each
10.	Circuit Breakers	<u>60.<sup>00</sup></u> each
11.	Contactor	<u>70.<sup>00</sup></u> each
12.	Photo Cell	<u>125.<sup>00</sup></u> each
13.	Lighting Control Center Interior	<u>500.<sup>00</sup></u> each

14.	Control Transformer	<u>125.<sup>00</sup></u> each
15.	Type 1 Junction Box (13" x 24")	<u>300.<sup>00</sup></u> each
16.	Type 1 Junction Box (24"x24")	<u>1,000.<sup>00</sup></u> each
17.	Type 2 Junction Box	<u>250.<sup>00</sup></u> each
18.	Electrical Service	<u>800.<sup>00</sup></u> each

## Poles

Item#	Item Description	Unit Cost
19.	Install Pole 20 ft or less on Foundation (Item Supplied by County)	<u>500.<sup>00</sup></u> each
20.	Install Pole between >20 ft to 50 ft on Foundation (Item Supplied by County)	<u>1,000.<sup>00</sup></u> each
21.	Install Mast Arm to Pole (Item Supplied by County)	<u>800.<sup>00</sup></u> each
22.	Remove Pole (Item Returned to County)	<u>1,000.<sup>00</sup></u> each
23.	Remove Mast Arm from Pole (Item Returned to County)	<u>800.<sup>00</sup></u> each
24.	Install Wood Pole (buried) (Item Supplied by County Typically, 35 ft class 3)	<u>1,000.<sup>00</sup></u> each
25.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	<u>3,500.<sup>00</sup></u> each
26.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	<u>7,000.<sup>00</sup></u> each

## Traffic Signal Components

Item#	Item Description (Item Supplied by County)	Unit Cost
27.	Set and Wire Pole Mounted Cabinet	<u>1,000.<sup>00</sup></u> each
28.	Set and Wire Ground Mounted Cabinet	<u>1,000.<sup>00</sup></u> each
29.	Set and Wire Traffic Signal Head (3-section)	<u>300.<sup>00</sup></u> each
30.	Set and Wire Traffic Signal Head (4-section)	<u>300.<sup>00</sup></u> each
31.	Set and Wire Traffic Signal Head (5-section)	<u>300.<sup>00</sup></u> each
32.	Set and Wire School Flasher (ground mount)	<u>400.<sup>00</sup></u> each
33.	Set and Wire School Flasher (aerial)	<u>600.<sup>00</sup></u> each
34.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	<u>300.<sup>00</sup></u> each
35.	Set and Wire Flashing Beacon (ground mount)	<u>400.<sup>00</sup></u> each
36.	Set and Wire Flashing Beacon (aerial)	<u>600.<sup>00</sup></u> each
37.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) - messenger, and/or signal, and/or detector)	<u>4.50</u> per foot
38.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	<u>4.50</u> per foot
39.	Install (pull) runs of wire in conduit (County will supply wire)	<u>4.50</u> per foot

## Traffic Detection Components

Item#	Item Description	Unit Cost
40.	Traffic Signal Loop (std. 6' x 50') (Linear foot, saw cut) (Contractor to supply all materials)	<u>8.<sup>00</sup></u> per foot
41.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	<u>10.<sup>00</sup></u> per foot

42.	Loop Lead-In (linear foot, saw cut) (Contractor to supply all materials)	<u>8.<sup>00</sup></u> per foot
43.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	<u>8.<sup>00</sup></u> per foot
44.	Set and Wire Video Detector (County to supply video detector parts)	<u>350.<sup>00</sup></u> each
45.	Set and Wire Radar Detector (Supplied by County)	<u>350.<sup>00</sup></u> each

### Conduit

Item#	Item Description (Supplied by County)	Unit Cost
46.	Conduit Above Ground 2" or less	<u>15.<sup>00</sup></u> per foot
47.	Conduit Under Ground 2" or less	<u>7.<sup>00</sup></u> per foot
48.	Directional Bore 2" (Contractor to include HDPE casing)	<u>17.<sup>00</sup></u> per foot
49.	Directional Bore 4" (Contractor to include HDPE casing)	<u>37.<sup>00</sup></u> per foot
50.	Directional Bore 6" (Contractor to include HDPE casing)	<u>55.<sup>00</sup></u> per foot
51.	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	<u>40.<sup>00</sup></u> per foot
52.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	<u>60.<sup>00</sup></u> per foot

### Concrete Work

The following items will be for maintenance service, repair, and/or installation only. Baldwin County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of

concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

Item#	Item Description	Unit Cost
53.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600.<sup>00</sup></u> cu. yd.
54.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	<u>1,000.<sup>00</sup></u> cu. yd.
55.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600.<sup>00</sup></u> cu. yd.
56.	Traffic/ Roadway Pole Concrete Removal (Removal to be 2 feet below existing ground)	<u>1,500.<sup>00</sup></u> cu. yd.
57.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)	<u>2,500.<sup>00</sup></u> cu. yd.
58.	Traffic Controller Pad Concrete Removal (Removal of complete pad)	<u>500.<sup>00</sup></u> cu. yd.
59.	Miscellaneous Concrete Removal (County to direct location. This is for various intersection work)	<u>1,000.<sup>00</sup></u> cu. yd.
60.	6" Core Drilling Concrete/ Asphalt	<u>35.<sup>00</sup></u> per inch
61.	8" Core Drilling Concrete/ Asphalt	<u>60.<sup>00</sup></u> per inch

## Traffic Control Device Removal

Item to be delivered to Baldwin County Traffic Operations Shop

Item#	Item Description	Unit Cost
62.	Pole Mounted Cabinet	<u>500.<sup>00</sup></u> each
63.	Ground Mounted Cabinet	<u>500.<sup>00</sup></u> each
64.	Traffic Signal Head (3-section)	<u>125.<sup>00</sup></u> each
65.	Traffic Signal Head (4-section)	<u>125.<sup>00</sup></u> each
66.	Traffic Signal Head (5-section)	<u>125.<sup>00</sup></u> each
67.	School Flasher (ground mount)	<u>175.<sup>00</sup></u> each
68.	School Flasher (aerial)	<u>300.<sup>00</sup></u> each
69.	Pedestrian Signal Head	<u>100.<sup>00</sup></u> each
70.	Luminaire Arm	<u>600.<sup>00</sup></u> each
71.	Flashing Beacon (ground mount)	<u>175.<sup>00</sup></u> each
72.	Flashing Beacon (aerial)	<u>300.<sup>00</sup></u> each
73.	Remove Span Wire Assembly (aerial pole to pole)	<u>250.<sup>00</sup></u> each

## Additional Services

Item#	Item Description	Unit Cost
74.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video/ wireless panels, etc.)	<u>200.<sup>00</sup></u> each
75.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	<u>150.<sup>00</sup></u> each
76.	Service Call (2-hour Response Time) for normal business hours Monday to Friday 6am to 6pm (Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)	<u>200.<sup>00</sup></u> per hour
77.	Service Call (2-hour Response Time) for Monday to Friday 6pm to 6am, non-planned weekend event or holiday	<u>300.<sup>00</sup></u> per hour

(Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)

- 78. 55' Bucket Truck Service 200.<sup>00</sup> per hour  
(Includes Operator)
- 79. Auger Truck Service 250.<sup>00</sup> per hour  
(Includes Operator)



BAGB&amp;RU-01

RHUTTO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto		
	PHONE (A/C, No, Ext): (334) 244-0004	FAX (A/C, No):	
	E-MAIL ADDRESS: rhutto@turnerfirst.com		
INSURED  Bagby & Russell Electric Co., Inc. 5500 Plantation Rd. Theodore, AL 36582	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Co.		16535
	INSURER B : Travelers Property Casualty Co		25674
	INSURER C : Transguard Insurance Company of America		28886
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		GLO593896710	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Primary&NonContrib						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCUinc/Contract.Liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAP593896810	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZUP-31M5020A-20-NF	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 6,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC593896610	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented			IMP 0000434 00	2/1/2020	2/1/2021	Limit 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Bid#WG20-53-Emergency Repairs for Roadway Lighting, Traffic Signal & Traffic Detection Equipment  
 Baldwin County Commission is named as additional insured as respects General Liability where required by written contract. A waiver of subrogation applies in favor of Baldwin County Commission & its representatives as respects Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE