

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on August 5, 2015 at 11:00 A.M., for the Timber Harvest on 386.81 acres of "Pine Plantation" within the Baldwin County Mitigation Area, Gulf Shores, Alabama, for the Baldwin County Commission. Bids will be opened August 5, 2015 at 11:30 A.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after August 5, 2015 at 11:00 A.M., deadline will not be considered. All times to be determined solely by the clock on the wall of Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **NINETEEN (19)** pages. Bidders shall verify that they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot, and does not, guarantee that such inquiries sent by mail or e-mail will be received timely or prior to the required submission date and time. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 if a reply is not received.

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

Contact initiated by a potential bidder with a County Official will be only as specifically set out in this invitation. Any other contact with a County Official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation and the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All Bidders, must be in, and remain, and by submitting a bid represent that they are in and will remain, in compliance with all applicable Federal, State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain 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, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non-confidential evidence or documentation demonstrating 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.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies**, and therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

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

All vendors, contractors and grantees 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

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil is unacceptable. The Bid Guarantee and Bid Response Form must be the original paperwork; copies are not acceptable. All required paperwork must be received in the sealed Bid Package.

These specifications exhibit the general intent and purpose of Baldwin County regarding this bid and they shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail. The bidder also agrees that the work and materials not indicated, or expressly mentioned in these specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work the same as if fully and expressly indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the

bid response page inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

- (1) Cost using material as specified.
- (2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law, Title 41, Chapter 16, Code of Alabama 1975, as amended; **no exceptions will be allowed.**

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the Bidder at the County's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number (i.e. WG15-25)** with "**NO BID**" written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, (mailing) **312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507**. The Commission cannot guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, "**WG15-25**" "**TIMBER HARVEST ON 386.81 ACRES WITHIN THE BALDWIN COUNTY MITIGATION AREA.**" Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

The Baldwin County Commission, at its discretion, may offer an extension of the Contract awarded to the successful bidder for an additional period not to exceed twelve (12) months or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the County and Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

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.

TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of Alabama 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of Alabama 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1(g) Code of Alabama 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 21st day of July, 2015.

Charles F. Gruber s/s
CHARLES F. GRUBER, Chairman
Baldwin County Commission

BID #WG15-25 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached front of the Bid Response page inside the Bid Package.

AWARD

The bid will be awarded to the **highest responsible bidder** complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County.

All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

It is the intent of the County to award to one vendor.

BIDDER 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.

LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with AMUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and 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

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 under the aforementioned insurance policies.

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 under the aforementioned insurance policies.

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.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured under the aforementioned insurance policies.

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 \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, Buyer 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 Buyer. 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.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors 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 paragraphs 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.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice.

Scope of Work

The intent of this scope is to implement a "TIMBER HARVEST" on 386.81 acres of "Pine Plantation" within the Baldwin County Mitigation Area, Gulf Shores, AL. This property is located in Section 5 & 6, Township 9 South – Range 4 East, and Section 31, Township 8 South – Range 4 East, Baldwin County, Alabama.

The prospective bidders must submit to the County their current insurance information as required.

Other Requirements

- The contractor will be responsible for restoring all haul roads used to a condition substantially the same as existed immediately prior to the harvest of the pine timber. All improvements required for existing haul roads will be the responsibility of the contractor.

- The contractor will be responsible for removing any and all trash and debris on a regular and timely basis during the operation
- The contractor will be responsible for minimizing rutting and soil disturbance during the harvest operation and site conditions shall be brought back as close to original as possible prior to harvest
- The Contractor will be responsible for meeting “Alabama’s Best Management Practices for Forestry” during the harvest operation
- The Contractor will be responsible for designating and leaving an average of 20 Pine Stems per acre of “LEAVE TREES” throughout the entire harvest area. The “LEAVE TREES” will be either “Dominant or Co-Dominant” pine stems and should not be damaged during the operation
- The Contractor will be responsible for removing the designated timber by traditional tree-length harvest, chipping, grinding, mulching, or other methods determined to satisfactorily meet the objectives of the timber removal. If the timber is chipped, mulched, etc.... it will have to be removed from the site.

BID #WG15-25 RESPONSE FORM

Timber Harvest

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: _____

Bid Amount

\$_____ per ton paid to County

Completion Time: _____

State of Alabama)
County of Baldwin)

CONTRACT FOR SALE/PURCHASE OF TIMBER

This Contract for Sale/Purchase of Timber 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 CONTRACTOR, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, CONTRACTOR 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. CONTRACTOR:

II. Obligations Generally. This document shall serve as the binding contract for the services of CONTRACTOR. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR represents and warrants that CONTRACTOR is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONTRACTOR 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. CONTRACTOR shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. CONTRACTOR acknowledges that it is an independent contractor, and CONTRACTOR shall at all times remain as such in performing the services under this Contract. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR is not entitled to unemployment insurance benefits, and CONTRACTOR 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 CONTRACTOR or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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:

CONTRACTOR:

COUNTY: Baldwin County Commission
 c/o Chairman
 312 Courthouse Square

Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. CONTRACTOR 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 the **“Competitive Bid #WG15-25”** 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 #WG15-25 named, Timber Harvest on 386.81 acres of “Pine Plantation” within the Baldwin County Mitigation Area, Gulf Shores, Alabama, for the Baldwin County Commission.”

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

B. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, CONTRACTOR shall closely coordinate the subject services with the COUNTY and designated personnel.

C. CONTRACTOR 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 CONTRACTOR whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONTRACTOR’s services hereunder or any defect or nonconformance in the work of CONTRACTOR.

B. The COUNTY **shall not** be responsible to pay CONTRACTOR for services rendered herein.

XVIII. Termination of Services. The COUNTY or CONTRACTOR 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, CONTRACTOR shall discontinue its work to the extent specified in the notice. In the event of termination, the CONTRACTOR shall pay COUNTY for all timber removed prior to the date of termination.

XIX. Method of Payment. CONTRACTOR shall pay to the COUNTY the sum of \$_____ **per ton of timber**, which CONTRACTOR removes from the Property under this Contract, and CONTRACTOR shall make such payment to the COUNTY within ten (10) days after the last removal of any such timber.

CONTRACTOR shall submit weight tickets to the COUNTY in support of payments for purchase of the timber wood.

XX. 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 no more than **one hundred and eighty (180) calendar days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXI. 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.

XXII. Indemnification. To the fullest extent allowed by law, Contractor 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 Contractor. 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.

XXIII. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXIV: 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.

XXV: Insurance: Prior to performing services pursuant to this Contract, Contractor 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.

SIGNATURE AND NOTARY PAGE TO FOLLOW

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER, Chairman /Date

_____/_____
RONALD J. CINK, /Date
Budget Director/Interim County Administrator

State of Alabama)

County of Baldwin)

I, _____, a 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 Ronald J. Cink, whose name as Budget Director/Interim 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 _____ day of _____, 2015.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

BUYER:

Insert Buyer 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 Contract for Sale/Purchase of Timber, 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 _____, 2015.

Notary Public
My Commission Expires

