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 November 5, 2026, at 1:00 P.M., for the Provision of Annual Traffic Signal Repair for the Baldwin County Commission. Bids will be opened on November 5, 2026, at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the November 5, 2026, at 1:00 P.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 **TWENTY-EIGHT (28)** pages. Bidders shall verify that 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 Director, 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 by e-mail (wgautney@baldwincountyal.gov) in sufficient time for a 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 Director, 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 to 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, 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 that the fact 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 https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200 Code of Federal Regulations.

The Certification Regarding Lobbying form must be completed and submitted with the bid response package. (See attached form)

All 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 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

All Bidders that qualify as a Disadvantaged Business Enterprise (DBE) much provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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 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 in the form of 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, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

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., WG27-01) 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, **"WG27-01" "PROVISION OF ANNUAL TRAFFIC SIGNAL REPAIR."** 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 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

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.

TITLE 39/CODE OF AL 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 AL 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 three 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 AL 1975.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than one hundred thousand ($100,000) 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 AL 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 6th day of October 2026.

James E. Ball s/s
JAMES E. BALL, Chairman
Baldwin County Commission

BID #WG27-01 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 to the back of the Response Form.

AWARD
The bid will be awarded to the lowest 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. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Prices bid shall be applicable for a **one (1) calendar year**. Calendar year will begin the date of full execution of the Contract.

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

Purchase Orders will be issued for the services.

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 bidder's 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 MUTCD.

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.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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.

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.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction 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 of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps,

drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

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 paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

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 OHSA (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, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to Title 2 C.F.R. Part 200. For more information about the Federal regulations visit the website https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200 Code of Federal Regulations.

PERFORMANCE BOND

The awarded contractor shall provide the County a **$10,000.00** Performance Bond within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from installing their **system and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.**

POWER OF ATTORNEY

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

COORDINATION WITH BALDWIN COUNTY COMMISSION

The Contact person for the Baldwin County Commission will be Tucker Stuart, Baldwin County Highway Department at (251) 937-0371.

SCOPE OF SERVICES

General

This contract is intended to provide **maintenance service, repair, and/or installation** of roadway lighting, traffic signal, and traffic detection components and systems for various locations in Baldwin County. The County reserves the right to request any bidder to provide a list of references for work of a similar size, scope and nature in order to facilitate the bid evaluation process. Due to the nature of this contract, award will be made on an **"All or None"** basis to the recommended bidder, who during the course of our bid evaluation is found to be the lowest responsible bidder.

The County will issue Purchase Orders as needed. The Contractor shall provide all labor, equipment, material, and traffic control devices required as per M.U.T.C.D. recommendation at no additional cost to the unit prices to repair and/or install the attached list of items as requested by Baldwin County's Purchase Orders. Quantities for each item will vary greatly, so unit cost will be the base cost. All prices will remain firm for the life of the contract. Some items of work (as shown) will be maintenance service, repair, and/or installation using materials supplied by Baldwin County.

Purchase Orders issued to the Contractor will consist of a detailed description of the work to be completed. **The Contractor shall respond to each service call within 24 hours of notice by Baldwin County.**

Supplies/Materials Provision In Emergency Situations

In the event of an emergency situation (any non-planned event), where Baldwin County cannot supply the required materials for a timely completion of the emergency work for this event, the contractor shall supply the materials.

For materials accepted by the County and used, the Contractor shall receive the actual cost of such materials delivered on the work (exclusive of machinery rentals) to which cost 15% will be added. All items used in this emergency event shall be billed with the completion of the work. Included in the billing shall be a copy of the unit cost from the seller's billing (on their letterhead) to the contractor. If the contractor is unable to supply any necessary materials, the contractor shall immediately notify Baldwin County.

The work performed under this contract will require the following:

- Compliance with the latest edition of:
    a. ALDOT Standard Specifications for Highway Construction
    b. ALDOT Standard Drawings
    c. Manual on Uniform Traffic Control Devices
    d. NEC
- State of Alabama Licensed Electrical Contractor.

a. Pursuant to State of Alabama licensing requirements, each contractor must have a minimum of one (1) licensed master electrician on the payroll of the company. The master electrician must be a permanent, full-time employee of the contractor, in the employ of the contractor for a minimum of six (6) continuous months and must have a verifiable work history as a licensed electrician for a minimum of three (3) years. **Bidders must submit with their bid proof of licensing. Failure to comply will be cause for rejection of the bid.**

b. Signal Work performed under this contract must be completed by a **Certified International Municipal Signal Association (IMSA) Level II Traffic Signal Technician. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.**

c. Roadway Lighting Work shall require a **Certified International Municipal Signal Association (IMSA) Level I Roadway Lighting Technician with a Journeyman's Electrical License from within the State of Alabama. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.**

d. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All materials shall be new and defect-free, and of a professional quality. All workmanship, products and materials are subject to inspection and approval by the County.

e. Any non-electrical, non-signal work under this contract (ditching, trenching, auguring, etc.) may be performed by any skilled or nonskilled employee of the Contractor, at the Contractor's discretion.

f. All materials (equipment items) which are to be replaced, will be returned to the Baldwin County Traffic Operations Shop as directed by Baldwin County.

BID #WG27-01 RESPONSE FORM
Provision of Annual Traffic Signal Repair

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

_____

_____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

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 during emergency situations 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	_____each
2.	HPS Lamp	_____each
3.	HPS Fixture (arm mounted luminaire)	_____each
4.	LED Fixture (arm mounted luminaire)	_____each
5.	Mounting Luminaire Arm to Metal Pole	_____each
6.	Mounting Luminaire Arm to Wood Pole	_____each
7.	Reset Existing Luminaire Arm on Metal Pole	_____each
8.	Reset Existing Luminaire Arm on Wood Pole	_____each
9.	Pole Base Fuse	_____each
10.	Surge Arrester or Fuse Holder	_____each
11.	Replacement Tray Cable	_____each
12.	Circuit Breakers	_____each

13.	Contactor	_____each
14.	Photo Cell	_____each
15.	Lighting Control Center Interior	_____each
16.	Control Transformer	_____each
17.	Type 1 Junction Box (13" x 24")	_____each
18.	Type 1 Junction Box (24"x24")	_____each
19.	Type 2 Junction Box	_____each
20.	Electrical Service	_____each

Poles

Item#	Item Description	Unit Cost
21.	Install Pole 20 ft or less on Foundation (Item Supplied by County)	_____each
22.	Install Pole between >20 ft to 50 ft on Foundation (Item Supplied by County)	_____each
23.	Install Mast Arm to Pole (Item Supplied by County)	_____each
24.	Remove Pole (Item Returned to County)	_____each
25.	Remove Mast Arm from Pole (Item Returned to County)	_____each
26.	Install Wood Pole (buried) (Item Supplied by County - Typically 35 ft class 3)	_____each
27.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	_____each

28.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	_____each

Traffic Signal Components

Item#	Item Description (Item Supplied by County)	Unit Cost
29.	Set and Wire Pole Mounted Cabinet	_____each
30.	Set and Wire Ground Mounted Cabinet	_____each
31.	Set and Wire Traffic Signal Head (3-section)	_____each
32.	Set and Wire Traffic Signal Head (4-section)	_____each
33.	Set and Wire Traffic Signal Head (5-section)	_____each
34.	Set and Wire School Flasher (ground mount)	_____each
35.	Set and Wire School Flasher (aerial)	_____each
36.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	_____each
37.	Set and Wire Flashing Beacon (ground mount)	_____each
38.	Set and Wire Flashing Beacon (aerial)	_____each
39.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) - messenger, and/or signal, and/or detector)	_____per ft
40.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	_____per ft
41.	Install (pull) runs of wire in conduit (County will supply wire)	_____per ft

Traffic Detection Components

Item#	Item Description	Unit Cost
42.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	_____per ft
43.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	_____per ft
44.	Loop Lead-In (linear foot, saw cut) (Contractor to supply all materials)	_____per ft
45.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	_____per ft
46.	Set and Wire Video Detector (County to supply video detector parts)	_____each
47.	Set and Wire Radar Detector (Supplied by County)	_____each

Conduit

Item#	Item Description (Supplied by County)	Unit Cost
48.	Conduit Above Ground 2" or less	_____per ft
49.	Conduit Under Ground 2" or less	_____per ft
50.	Directional Bore 2" (Contractor to include HDPE casing)	_____per ft
51.	Directional Bore 4" (Contractor to include HDPE casing)	_____per ft
52.	Directional Bore 6" (Contractor to include HDPE casing)	_____per ft

53.	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	_____per ft
54.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	_____per ft

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**
55.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	_____cu. yd.
56.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	_____cu. yd.

57.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)	_____cu. yd.
58.	Traffic/ Roadway Pole Concrete Removal (Removal to be 2 feet below existing ground)	_____cu. yd.
59.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)	_____cu. yd.
60.	Traffic Controller Pad Concrete Removal (Removal of complete pad)	_____cu. yd.
61.	Miscellaneous Concrete Removal (County to direct location. This is for various intersection work)	_____cu. yd.
62.	6" Core Drilling Concrete/Asphalt	_____per inch
63.	8" Core Drilling Concrete/Asphalt	_____per inch

Traffic Control Device Removal

Item to be delivered to Baldwin County Traffic Operations Shop

Item#	**Item Description**	**Unit Cost**
64.	Pole Mounted Cabinet	_____each
65.	Ground Mounted Cabinet	_____each
66.	Traffic Signal Head (3-section)	_____each
67.	Traffic Signal Head (4-section)	_____each
68.	Traffic Signal Head (5-section)	_____each
69.	School Flasher (ground mount)	_____each
70.	School Flasher (aerial)	_____each
71.	Pedestrian Signal Head	_____each

72.	Luminaire Arm	_____each
73.	Flashing Beacon (ground mount)	_____each
74.	Flashing Beacon (aerial)	_____each
75.	Remove Span Wire Assembly (aerial pole to pole)	_____each

Additional Services

Item#	Item Description	Unit Cost
76.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video/wireless panels, controller, conflict monitor, etc.)	_____each
77.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	_____each
78.	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.)	_____per hr
79.	Service Call (2 hour Response Time) for Monday to Friday 6pm to 6am, non-planned weekend event or holiday (Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)	_____per hr
80.	55’ Bucket Truck Service (Includes Operator)	_____per hr
81.	Auger Truck Service (Includes Operator)	_____per hr

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 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 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, including but not limited to Title 2 C.F.R. Part 200. For more information about the Federal Regulations visit the website https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200 Code 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:

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 #WG27-01"**, 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 #WG27-01 named, Provision of Annual Traffic Signal Repair 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 thirty (30) 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 **$_____**. 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 full execution and shall terminate upon the expiration of twelve (12) months or upon 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.]

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.

XXVIII: Surety: As a material inducement for the County to enter this Contract, all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

_____

JAMES E. BALL/ Date
Chairman

ATTEST:

_____

ROGER H. RENDLEMAN/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, 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 _____ day of _____, 2026.

_____

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____ , whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2026.

_____
Notary Public
My Commission Expires

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE: