

## 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 February 23, 2021 at 1:00 P.M., for the Repairs to the “Covered Area” Roof of the existing Baldwin County Household Waste Collection Facility located in Summerdale, Alabama for the Baldwin County Commission. Bids will be opened February 23, 2021 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the February 23, 2021, at 1:00 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the 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 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 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 shall be referred 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 inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. 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 attached 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 Baldwin County Commissioners 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 improperly influence the bid award, and

may be sufficient 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 and will 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 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 nonconfidential 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.

**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. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)** All bidders should submit with their bid response the completed E-Verify package which can be downloaded from the Purchasing website [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

### **PREPARING THE BID**

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package. The attached specifications are intended and provided solely as a general and nonexhaustive expression of the intent and purpose of Baldwin County regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said 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 by the bidder and at the bidder's sole expense, the same as if 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. Variations shall be treated likewise, i.e., shall be labeled "**VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid.

Additional features and/or capabilities not included in the specifications may be included in the bid.

**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. This is required by the Alabama Competitive Bid Law, Title 41, Chapter 16, **Code of Alabama 1975**, as amended; **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, and they agree to be bound by 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.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (i.e., WG21-15) with "NO BID"** written underneath. The envelope 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, 312 Courthouse Square-Suite 15, Bay Minute, Alabama 36507. The Commission cannot and does not guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as indicated. Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened.

All bids received must be in a sealed envelope plainly marked, **"WG21-15" Repairs to the "Covered Area" Roof of the existing Baldwin County Household Waste Collection Facility.** 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**

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

The County Commission reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within thirty (30) days following the bid opening.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

**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 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 AL 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 AL 1975.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL 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 2<sup>nd</sup> day of February, 2021.

Joe Davis, III \_\_\_\_\_ s/s  
JOE DAVIS, III, Chairman  
Baldwin County Commission

### **BID #WG21-15 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.

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.

### **PREPARATION OF BIDS**

Forms furnished or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the structure and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

### **BIDS FOR ALL OR PART**

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County. The County reserves the right to reject any bids that are not in the best interest to the County at their discretion.

### **BIDDERS 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 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.

### **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.

### **PERFORMANCE BOND**

A Performance Bond in one hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the Contract a certificate of insurance coverage as provided in the specifications.

**Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.**

**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**

Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

#### **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 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.

#### **AWARD**

Award will be made to the lowest responsible bidders meeting specifications on the repairs. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

**TIME OF COMPLETION**

Work shall begin within thirty (30) days after award of contract, or as soon as weather conditions permit, unless otherwise notified. Projects must be completed within **thirty (30) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability.

**GUARANTEE**

A one (1) year guarantee shall be provided by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) “Acts of God” – fire, civil commotion, natural catastrophes or vandalism.

**CLEANUP**

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site.

**FINAL PAYMENT**

Final payment shall be withheld until provisions of the specifications are met as stated on page 4, Title 39, Section (f) of the bid, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

**FUNDING SOURCE**

This public works project is being funded 100% by the Baldwin County Commission.

**COORDINATION WITH BALDWIN COUNTY COMMISSION**

The Contact person for the Baldwin County Commission will be Ed Fox, at (251) 331-0596.

**SPECIFICATIONS FOR ROOF REPAIRS**

Contractor will be responsible for the repairs to the damaged metal roof.

**See photos of damage to roof on Pages 9-10.**

**See attached AS-BUILT drawing for area to repaired, as well as roof details.**





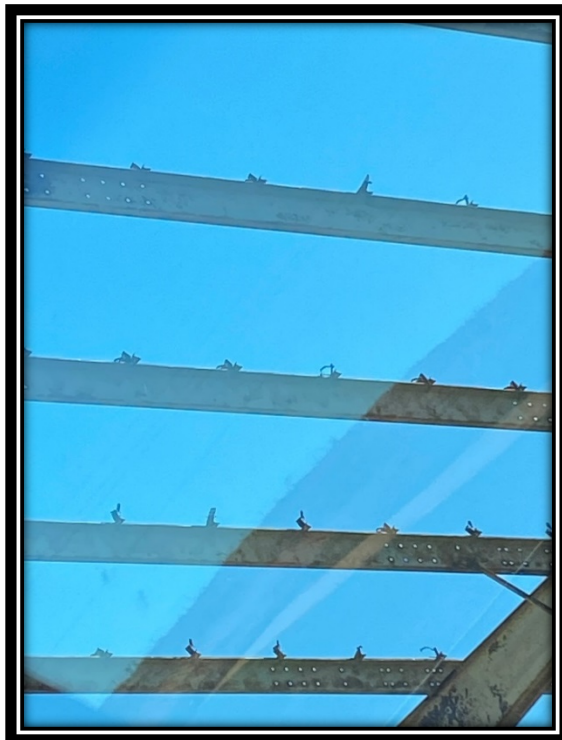
**Photo No. 1 – Roof Damage from Hurricane**



**Photo No. 2 – Roof Damage from Hurricane**



**Photo No. 3 – Roof Damage from Hurricane**



**Photo No. 4 – Roof Damage from Hurricane**

**BID #WG21-15 RESPONSE FORM**

Repairs to the “Covered Area” Roof of the existing Baldwin County Household Waste Collection Facility

Page 1 of 1

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: \_\_\_\_\_

Contractor’s License Number \_\_\_\_\_  
(License Issued by the Alabama State Licensing Board for General Contractors)

**ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE**

**Professional and Construction Service for the Repairs to the “Covered Area” Roof of the existing Baldwin County Household Waste Collection Facility**

Location: Summerdale, AL

Amount Bid: \_\_\_\_\_

Completion Time: \_\_\_\_\_

State of Alabama        )  
County of Baldwin     )

**CONTRACT FOR CONSTRUCTION SERVICES**

This **Contract for 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 \_\_\_\_\_ (hereinafter referred to as "PROVIDER").

The bid specifications are fully set forth as part of this contract.

**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:
  - i. COUNTY:             Baldwin County, Alabama.
  - ii. COMMISSION:     Baldwin County Commission.
  - iii. PROVIDER:        \_\_\_\_\_
  
- II.    Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall be on standby upon full execution of this contract. PROVIDER shall immediately commence performance of the services outlined herein upon issuance of a Notice to Proceed by the Baldwin County Commission. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
  
- III.   Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
  
- IV.    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.
  
- V.     Professional Qualifications. **For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it and any and all agents, assigns and**

**subcontractors retained by it to perform work required by this contract possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.**

- VI. 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.
- VII. 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.
- VIII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- IX. 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 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.
- X. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- XI. 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XII. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

- XIII.** 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.
- XIV.** 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.
- XV.** 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.
- XVI.** 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

- XVII.** 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 #WG21-15**", the same being expressly incorporated herein by reference, and without limitation will encompass:

**"Repairs to the "Covered Area" Roof of the existing Baldwin County Household Waste Collection Facility located in Summerdale, Alabama."**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY as

needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVIII. 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.

**XIX. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

**XXI. Direct Expenses.** Compensation to PROVIDER for work shall be paid \$\_\_\_\_\_. 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.

**XXII. 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.

**XXIII. Performance of Work/Liquidated Damages.**

*i. Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

*ii. Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed in **thirty (30)** calendar days from date all submittals are approved.

B. The contract commences to run as provided in paragraph 2.03 of the General Conditions, and project shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **one hundred twenty (120)** calendar days after the date when the Contract Time commences to run.

*iii. Liquidated Damages*

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **liquidated damages in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, Section 108.11 – Schedule of Liquidated Damages, Calendar Day basis** for each day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.



**XXIV. 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.

**XXV. Indemnification.** Provider shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. This indemnification shall survive the expiration or termination of this agreement.

**XXVI. Number of Originals.** This Agreement shall be executed with three originals, both of which are equally valid as an original.

**XXVII: Insurance:** Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and nonowned 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 Agreement until insurance is obtained, terminate this Agreement 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 Agreement, any and 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 Agreement, the services and/or work described in this Agreement 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 performance bond and/or surety guarantee shall be in the amount equal to 100 percent of the total cost identified in the bid response. The payment bond and/or surety guarantee shall be in the amount equal to 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 Agreement. 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 Agreement. In the event that the bond and/or surety guarantee is in conflict with this Agreement, this Agreement shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Agreement.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
/ Date  
JOE DAVIS, III  
Chairman

\_\_\_\_\_  
/ Date  
WAYNE DYESS  
County Administrator

**Notary and Signature to Follow**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator the Baldwin County Commission, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2021.

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

CONTRACTOR:

*Insert Name*

\_\_\_\_\_/\_\_\_\_\_  
Date

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ 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/she executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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